

CITY OF COLLEGE PARK, MARYLAND

Request for Proposals CP-17-01 Miscellaneous Concrete Maintenance and Asphalt Resurfacing

Bid Documents

Issued by
City of College Park, Maryland
Department of Engineering
Telephone: 240-487-3590
FAX: 301-474-0825
May 6, 2016

Bid Submission
Date: Thursday, May 26, 2016 at 2:00 p.m.
Place: Finance Department, City of College Park,
4500 Knox Road, College Park, Maryland 20740

CITY OF COLLEGE PARK, MARYLAND

Bid Documents

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TABLE OF CONTENTS

	<u>Page</u>
I. Advertisement	5
II. Instructions to Bidders	7
1. Availability of Funding/Project Scheduling	7
2. Examination of Contract Documents & Site	7
3. Preparation and Submission of Bids	7
4. Section Not Applicable	8
5. Interpretations	8
6. Contract Term	8
7. Scope of Work	9
8. Award of Contract.....	9
9. Execution of the Contract	9
10. Bid Guarantee and Performance Bonds	10
11. Notice to Proceed.....	10
12. Contractor License	10
13. Construction Stakeout.....	11
14. Approximate Quantities	11
15. Power of Attorney	11
16. Unbalanced Bid.....	11
17. Modification of Bid Documents	11
18. Receipt of Addenda.....	11
19. Labor Standards and Wage Rates	11-17

III. General Terms and Conditions

A.	Definitions.....	18
B.	Additional Instructions and Detail Drawings	21
C.	Service of Notice.....	21
D.	Schedules, Reports and Records	22
E.	Contract Documents.....	22
F.	Materials, Services and Facilities	22
G.	Patents	23
H.	Surveys, Permits, Laws and Regulations	23
I.	Protection of Work, Property and Persons.....	24
J.	Changes in the Work.....	26
K.	Time for Completion and Liquidated Damages.....	28
L.	Execution of Work.....	29
M.	Removal of Defective Work and Condemned Material	33
N.	Suspension, Abandonment or Delay in the Work.....	34
O.	Waiver of Contract and Right of Recovery	34
P.	Use of the Premises.....	35
Q.	Payments to the Contractor.....	35
R.	Acceptance of Final Payment as Release.....	37
S.	Liability Insurance – Indemnification.....	37
T.	Maintenance Guarantee	38
U.	Resolution of Contract Questions	38

IV. Special Provisions

A.	Scope.....	39
B.	General.....	39
C.	Subsidiary Obligations.....	66
D.	Section Not Applicable	67
E.	Permits	67
F.	Approval by the City of College Park.....	67
G.	Employment Agency	67
H.	Meetings.....	67
I.	Guarantee of Unit Price	68
J.	Construction Schedule	68
K.	Waiver of Liens.....	68
L.	Interim and Final Inspections.....	68
M.	Utilities.....	68
N.	Work Records	68
O.	Section Not Applicable	69
P.	Contract Documents.....	69
Q.	Section Not Applicable.....	69

V. Bid Response Package

Bid Proposal Form	70
Special Terms and Conditions	71
Unit Price Schedules	73
Certificate of Registration.....	78
Non-Collusion Affidavit	79
False Pretenses Affidavit	80
Affidavit of Non-Conviction	81
Bid Bond	83
Contractor Qualification Questionnaire	86
References.....	90
Fair Labor Standards Act.....	93
Equal Employment Opportunity	94
Minority Business Enterprises Participation Statement.....	97
Equal Employment Opportunity Agreement	102
Prince George’s County Minority Business Enterprises Utilization Plan	105
Prince George’ Community Development Program Assurance of Compliance	111
Certificate of Non-Suspension.....	112
Tentative Construction Schedule	113

VI. Sample Contractor Agreement

Scope of Work	114
Dates of Work	114
Contract Price.....	115
Contract Documents.....	115
Capacity to Perform	115
Status of Contractor	116
Insurance and Indemnification.....	116
Licenses, Applicable Laws	116
Materials and Standard of Work	116
Accurate Information	117
Periodic and Final Inspection.....	117
Retainage.....	117
Performance Bond	117
Restoration of Property	117
Termination for Default	117
Termination for Convenience	117
Notices	118
Errors in Specifications.....	118
Governing Law	118
Interpretation.....	118
Attorneys’ Fees and Costs	118
Successors and Assigns.....	119
Non Discrimination.....	119

Equal Benefits.....	119
Entire Agreement.....	119
VII. CDBG Program General Conditions for Operating Agencies and Third Party Contractors - Attachment at end of document	121-135
VIII. Federal Labor Standards Provisions - Attachment at end of document	136-141
IX. Performance Bond	142
X. Labor and Materials Bond	144

I. ADVERTISEMENT AND BID REQUIREMENTS

CITY OF COLLEGE PARK, MARYLAND Request for Proposals CP-17-01 Miscellaneous Concrete Maintenance and Asphalt Resurfacing

The City of College Park, Maryland requests sealed bid proposals for the **Miscellaneous Concrete Maintenance & Asphalt Resurfacing, RFP CP-17-01**, as specified in the plans, specifications, drawings and all other contract documents (the “Contract Documents”). A bid bond equal to five percent (5%) of the bid amount is required in connection with the submittal of a bid proposal.

Two (2) complete sets of bid proposals must be submitted in original only, on the specified forms, in a sealed envelope containing the Bidder’s name and address, marked **Miscellaneous Concrete Maintenance and Asphalt Resurfacing CP-17-01**, and delivered to the Finance Department, City of College Park, 4500 Knox Road, College Park, Maryland 20740 no later than **Thursday, May 26, 2016 at 2:00 p.m.**, at which time the sealed bids will be opened and read publicly. Award of a contract will be made by the Mayor and Council of the City of College Park, Maryland at a regular meeting.

A pre-bid meeting for interested bidders will be held on **Tuesday, May 17, 2016 at 11:00 a.m.** in the Council Chambers, College Park City Hall, 4500 Knox Road, College Park, Maryland. Free parking passes for this meeting are available at the Finance cashier windows. While attendance at the pre-bid meeting is not mandatory, this is the potential Bidder’s opportunity to raise questions or issues of concern regarding this project.

Copies of the Contract Documents may be downloaded from the City’s website at www.collegeparkmd.gov. The bid package will be listed under the “Government” tab on the homepage, then click “Bids and RFPs”. If you are unable to obtain the Contract Documents from the website, please contact the Finance Department at 240-487-3509 and select Option 1.

The City of College Park, Maryland is an Equal Opportunity Employer. Discrimination based on race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work is expressly prohibited. The City of College Park, Maryland reserves the right to reject any and all bid proposals and to accept the proposal considered to be in the best interests of the City.

This is a federally-assisted project subject to federal, state, and local laws and implementation regulations, which include Davis-Bacon wage rates. A list of applicable laws and regulations is contained in the bid package. Additionally, this project has an established goal of 30% of all awarded contracts to approved minority firms.

The Project Manager and contact person for this project is Steven E. Halpern, P.E., City Engineer, telephone 240-487-3590, FAX 301-474-0825, e-mail: shalpern@collegeparkmd.gov.

II. INSTRUCTIONS TO BIDDERS

1. AVAILABILITY OF FUNDING/PROJECT SCHEDULING

The project **Miscellaneous Concrete Maintenance and Asphalt Resurfacing, RFP CP-17-01** is being funded by the City of College Park, Maryland (the "City").

2. EXAMINATION OF CONTRACT DOCUMENTS

Work described herein shall be in accordance with the drawings, typical details, plans and specifications contained in the Contract Documents. All construction work must meet or exceed applicable standards established by the City.

Before submitting a bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) familiarize himself with Federal, State, County and local laws, ordinances, rules and regulations affecting performance of the Work; and (c) carefully correlate his observations with the requirements of the Contract Documents.

The submission of a proposal will constitute an incontrovertible representation by the Bidder that he has complied with every requirement. As locations for the work have not yet been determined, Bidder will be unable to inspect the site(s). The Bidder will furnish the material, equipment, and labor necessary to carry out the work bid, and to complete said work for the consideration and in the time set out herein.

Errors in preparation of the proposal will not relieve the Bidder from the terms thereof. Errors discovered after public opening cannot be corrected and the Bidder will be required to perform if the proposal is accepted.

3. PREPARATION AND SUBMISSION OF BIDS

Bids shall be submitted on the attached forms and shall be filled out in full, in ink or by typewriter and manually signed. If changes and erasures are made, such changes and erasures shall be clear and legible, and shall be initialed by the person signing the Bid Form. Proposals made on any other than the Bid Form will not be considered. Any changes not approved by the Project Manager will cause rejection of the proposal. Conditional proposals and proposals containing escalator clauses will not be accepted.

Each proposal with bid guarantee must be enclosed in an opaque, sealed envelope containing the Bidder's name and address, marked, "**Miscellaneous Concrete Maintenance and Asphalt Resurfacing, RFP CP-17-01**, Maryland Contractor Registration No. _____". Bids will be received at the City of College Park Finance Department, 4500 Knox Road, College Park, Maryland 20740 until **Thursday, May 26, 2016 at 2:00 p.m.**, at which time they will be publicly opened and read.

Documents to be submitted with Bid include:

- Bid Proposal Form with itemized cost and unit prices
- Certificate of Registration
- Non-Collusion Affidavit
- False Pretenses Affidavit
- Affidavit of Non-Conviction
- Bid Bond with Corporate Acknowledgement
- Contractor Qualification Questionnaire
- References
- Fair Labor Standards Act
- Equal Employment Opportunity
- Minority Business Enterprises Participation Agreement
- Minority Business Enterprises Participation Statement
- Prince George’s County Minority Business Enterprises Utilization Plan
- Prince George’ Community Development Program Assurance of Compliance
- Certificate of Non-Suspension
- Tentative Construction Schedule – Gantt chart preferred

4. SECTION NOT APPLICABLE

5. INTERPRETATIONS

All questions about the meanings or intent, discrepancies or omissions of the Contract Documents shall be submitted in writing prior to, or in writing or verbally at the pre-bid meeting. Replies to these inquiries shall be made at the meeting, if possible. Should the Project Manager deem it necessary, the City will issue an addendum to the RFP with the questions and answers no later than Thursday, May 19, 2016 at 4:00 p.m.. If issued, any addenda will be posted to the City’s website. It shall be the responsibility of the Bidder to ascertain whether any addenda have been issued by checking the City’s website. Bidder must acknowledge the receipt (or mark “None” if applicable) of any addenda on their Bid Proposal Form. No questions will be accepted after the pre-bid meeting.

6. CONTRACT TERM

The Term of this Contract shall be for a period of one year. The date indicated in the Notice to Proceed letter shall mark the beginning of the Contract, which shall continue until all work issued is completed. Work will be issued beginning July 1, 2016 and all work must be completed by June 30, 2017 unless an extension has been granted by the Project Manager. The City reserves the right, in its sole discretion and option, to renew this contract for three additional one-year periods or any portion thereof. The City reserves the right to add to, or delete all, or any portion of, the work under the contract, and the Contractor, by submitting a bid, agrees to make no claim for extra compensation or increase any other contract prices bid to compensate for such additions or deletions. Provisions for liquidated damages for failure to comply with the Contract Term are set forth in the General Provisions.

7. SCOPE OF WORK

The work to be completed under this contract shall include all labor, equipment and materials necessary for anticipated rehabilitation of streets, parking lots, curbs and gutters and sidewalks mentioned herein and includes grading, paving, utilities and all related work.

8. AWARD OF CONTRACT

The successful Bidder will be awarded the contract by the Mayor and Council of the City. In determining which proposal is best, the City will take into consideration, among other things, the bid price, and the experience, qualifications, references, responsibility and currently available facilities of the Bidder to perform the work. The City reserves the right to reject any or all proposals, and to exercise its sole discretion to best serve the interests of the City.

Except where the City exercises the right reserved herein to reject any or all proposals, each contract will be awarded on a per unit price or lump sum basis, as is in the best interest of the City.

The City reserves the right to cancel the award of the contract at any time prior to execution of the Contract without liability on the part of the City.

9. EXECUTION OF THE CONTRACT

The Bidder to whom the Contract has been awarded must execute a contract substantially similar to the one attached within ten (10) business days after the award and submit such other documents as required by the Contract Documents, including bonds and insurance certificates. Failure by the Contractor to execute the Contract and submit such other documents as required by the Contract Documents shall be just cause for annulment of the Award and the forfeiture of any Bid Bond, which shall become the property of the City, not as a penalty but in liquidation of damages sustained.

If the Bidder to whom the award is made shall fail to execute the contract and bond hereto attached, and as herein provided, the award may be annulled and the contract awarded to the second lowest responsible bidder, and such Bidder shall fulfill every stipulation embraced herein, as if he were the original party to whom the award was made, or the City may reject all of the bids, as its interest may require.

The City will hold as many of the bid bonds submitted with the proposals as it may deem advisable, until the execution and delivery of the Contract and bonds, whereupon they shall be returned. All other bid guarantees will be returned as soon as the award is made.

A Bidder may submit only one proposal for the Contract. More than one proposal from an individual, firm or partnership, corporation or association under the same or different names will not be considered on any given Contract, and will be considered grounds for

disqualification and/or rejection of the proposals involved, unless prior approval has been given by the City.

10. BID GUARANTEE AND PERFORMANCE BONDS

Each Bidder must furnish with his Bid a Bid Guarantee in an amount not less than five percent (5%) of the amount of his Bid. The Bid Guarantee shall be in the form of a firm commitment, such as a postal money order, certified check or cashier's check, or bid bond payable to the City. The Bid Bond must be acceptable to the City.

No Bidder may withdraw his bid within one hundred twenty (120) days after the opening thereof. Negligence on the part of the Bidder in preparing the Bid confers no right to the withdrawal of the Bid after it has been opened.

The successful Bidder will be required to give Performance and Labor and Material Bonds and a Certificate of Insurance within ten (10) business days after the date of the award of the Contract. The Performance Bond shall be in the amount of one hundred percent (100%) of the Contract Price and shall name the City as an additional insured, and shall be in a form and with a surety acceptable to the City. The Labor and Material bond shall be in the amount of one hundred percent (100%) of the Contract Price.

11. NOTICE TO PROCEED

Following execution of the Contract, the City will issue a Notice to Proceed. This Notice to Proceed will be the date upon which work under this Contract shall be initiated, and upon which the time provided in the Contract for performance of the work shall be commenced.

Materials ordered or work done on the site prior to the date set forth in the Notice to Proceed shall be at the Contractor's risk.

Failure by the Contractor to initiate work within ten (10) days of the date of commencement set forth in the Notice to Proceed shall be construed as a Breach of Contract and may result in termination of the Contract by the Mayor and Council of the City.

12. CONTRACTOR LICENSE

Bidders are required under Section 17-602 of the Business Regulation Article, Annotated Code of Maryland, to show evidence of having obtained a construction license in the State of Maryland. The Bidder shall also obtain any other license or permit required by law.

13. CONSTRUCTION STAKEOUT

The Contractor shall furnish all necessary lines, grades, and construction stakeout as required to complete the project as per approved plans and specification.

14. APPROXIMATE QUANTITIES

The Bidder's attention is called to the fact that the quantities given are estimated quantities and are intended as a guide to the Bidder, but in no way bind or limit the City to the actual amount of work to be performed or the quantity of material to be furnished. Any estimates of quantities herein furnished by the Engineer are approximate only, and have been used by the Engineer as a basis for estimating the cost of the work, and will also be used for the purpose of tabulating and comparing the bids and awarding the Contract. The Engineer has endeavored to estimate these quantities correctly according to his knowledge and the information as shown on the plans, but it is not guaranteed that these estimated quantities are accurate and if the Contractor, in making up and/or submitting his bid or bids relies upon the accuracy of said estimated quantities, he does so at his own risk.

15. POWER OF ATTORNEY

Attorneys in fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

16. UNBALANCED BID

Bidders are specifically warned against unbalancing their bids as this will render them liable for rejection.

17. MODIFICATION OF BID DOCUMENTS

The right is reserved, as the interests of the City may require, to revise or amend the plans and specifications prior to the date set for opening bids and to postpone the date set for opening bids. Such revisions, amendments and/or postponements will be announced by addendum, a copy of which shall be furnished to all known prospective bidders.

18. RECEIPT OF ADDENDA

The successful Bidder will be required to acknowledge receipt of any addenda on their Bid Proposal Form.

19. LABOR STANDARDS AND WAGE RATES

Attention of Bidders is particularly called to the wage rates to be paid under the contract and conditions of employment to be observed. This project is subject to Davis-Bacon

wage rates as it is paid for in part by federal funds. This section is continued on the next page.

General Decision Number: MD160015 01/08/2016 MD15

Superseded General Decision Number: MD20150015

State: Maryland

Construction Type: Highway

County: Prince George's County in Maryland.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

SUMD2015-010 09/15/2015

	Rates	Fringes
CARPENTER.....	\$ 26.81	8.19
CEMENT MASON/CONCRETE FINISHER...	\$ 19.56	5.08
ELECTRICIAN.....	\$ 38.79	15.25
IRONWORKER, REINFORCING.....	\$ 27.05	17.31
IRONWORKER, STRUCTURAL.....	\$ 26.97	15.87
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 18.93	16.35
LABORER: Concrete Surfacers.....	\$ 27.48	5.25
LABORER: Grade Checker.....	\$ 19.11	16.35
LABORER: Jack Hammer.....	\$ 14.30	0.00
LABORER: Luteman.....	\$ 14.00	0.00

LABORER: Mason Tender - Cement/Concrete.....\$ 19.11	16.35
LABORER: Pipelayer.....\$ 17.25	3.50
LABORER: Common or General, Includes Flagger.....\$ 15.66	6.07
OPERATOR: Backhoe/Excavator/Trackhoe.....\$ 25.00	5.65
OPERATOR: Bobcat/Skid Steer/Skid Loader.....\$ 16.00	0.00
OPERATOR: Broom/Sweeper.....\$ 23.49	12.15
OPERATOR: Bulldozer.....\$ 24.75	12.15
OPERATOR: Crane.....\$ 30.30	15.30
OPERATOR: Gradall.....\$ 27.45	12.15
OPERATOR: Loader.....\$ 26.45	12.15
OPERATOR: Milling Machine.....\$ 21.16	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....\$ 19.92	0.00
OPERATOR: Piledriver.....\$ 26.89	8.78
OPERATOR: Roller.....\$ 16.17	2.58
OPERATOR: Screed.....\$ 16.00	0.00
PAINTER: Bridge.....\$ 33.23	9.40
TRUCK DRIVER: Dump Truck.....\$ 15.00	0.00
TRUCK DRIVER: Flatbed Truck.....\$ 19.68	4.83
TRUCK DRIVER: TackTruck.....\$ 22.94	7.87
TRUCK DRIVER: Water Truck.....\$ 23.56	6.96

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

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) (ii)).

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of 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. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date

for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write 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 the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write 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 by 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

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

□

III. GENERAL TERMS AND CONDITIONS

A. DEFINITIONS

Wherever used in the Contract Documents, the following term shall be applicable to both the singular and plural thereof:

1. Addenda - Written or graphic instruments issued prior to the Bid opening of the Contract which modify or interpret the Contract Documents.
2. Approval - Written approval from the Project Manager.
3. Bid - The offer or proposal of the Bidder submitted in the prescribed manner on the prescribed form setting forth the prices for the Work to be performed.
4. Bidder - Any person, firm or corporation submitting a Bid for the Work.
5. Bonds - Bid Bond, Performance Bonds, Labor and material Payment Bonds, Maintenance Bonds, and other instruments of security furnished by the Contractor and his surety in accordance with the Contract Documents.
6. Change Order - A written order to the Contractor signed by the Project Manager authorizing an addition, deletion or revision in the Work within the general scope of the contract Documents, authorizing an adjustment in the Contract Price or Contract Time.
7. City – The City of College Park, Maryland
8. Commission - The Washington Suburban Sanitary Commission or WSSC
9. Contract/Contract Documents - The Contract, including Invitation to Bid, Information for Bidders, Bid Form, Contract, Bonds, Notice of Award, Notice to Proceed, Change Orders, Drawings, Certificate of Substantial Completion, Standard Specifications, Addenda, General Provisions, Standard Details, Geotechnical Report, Proposal, Information Regarding the Bidder, Bidder's Questionnaire, Vendor's Certification, Financial Disclosure Statement, Corporate Acknowledgement, Supplemental General Conditions, Special Conditions, Special Provisions, and Federal Contract Provisions when appropriate.
10. Construction Manager - The authorized representative of the Project Manager assigned to make interpretations, clarifications and other instructions as to the intent of the Contract Documents.

11. Contract Price - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.
12. Contract Specifications - A set of documents issued by the City of College Park for the Project which includes the Invitation to Bid, Information for Bidders, Bid Bond, Bid Form, Supplemental General Conditions, Special Conditions, Special Provisions, Addenda and other forms and attachments, as applicable.
13. Contract Time - The specific date or the number of days stated in the Bid Form for the completion of the Work.
14. Contractor - The person, firm or corporation with whom the City of College Park has executed the Contract.
15. Day - A calendar day of twenty-four (24) hours lasting from midnight one day to midnight the next day.
16. Environmental Pollution - Presence and action of physical, chemical, biological, and human agents that adversely affect individual and community health and welfare; unfavorably alter or destroy ecosystems of importance to man; or degrade significant aesthetic and recreational values.
17. Field Order - A written order to the Contractor issued during construction by the Project Manager or his agent for interpretations, clarifications and other instructions as to the intent of the Contract Documents.
18. Inspector - The authorized representative of the Project Manager assigned to make detailed inspection of any or all portions of the Work or materials therefor.
19. Manufacturer - Any person or organization who changes the form of a commodity or creates a new commodity and supplies it for the Work at any time, but who does not perform labor at the site.
20. Notice of Award - The written notice of the acceptance of the Bid from the Mayor and Council of the City of College Park to the successful Bidder.
21. Notice to Proceed - Written communication issued by the Project Manager to the Contractor authorizing him to proceed with the work and establishing the dates of commencement and completion of the work.
22. Prince George's County - Shall mean the Department of Public Works and Transportation of Prince George's County or any other department of the County.

23. Project - The undertaking to be performed as provided in the Contract Documents.
24. Project Manager - The City Engineer or his designee as a construction manager.
25. Provide - Means furnish and install as specified in contract documents.
26. Rock - Any indurated material that requires drilling, wedging, blasting, or other methods of brute force to excavate.
27. Special Provisions - Clauses contained under the heading Special Provisions setting forth the requirements peculiar to the specific work included in the contract.
28. Specifications - Contract Documents under the contract.
29. Standard Specifications - Maryland Department of Transportation, State Highway Administration, "Standard Specifications for Construction and Materials", as amended.
30. Structure - Structural entity including but not limited to building, manhole, ductbank, tank, foundation, road, pavement, pipe conductor substation, pumping station.
31. Subcontractor - An individual, firm or corporation having a direct contract with the Contractor or with any other subcontractor at any time for the performance of a part of the work at the site.
32. Substantial Completion - That date as certified by the Project Manager and/or Construction Manager when the construction of the Project or a specified part, thereof is sufficiently completed in accordance with the Contract Documents so that the Project or specified part can be utilized for the purposes for which it is intended.
33. Supplier - Any person or organization who supplies materials or equipment for the Work at any time, including that fabricated to a special design, duty who does not perform labor at the site.
34. Work - Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the Contractor under the contract documents, labor, materials, equipment and other incidentals and the furnishing thereof.

Whenever in the Contact Documents the words DIRECTED, REQUIRED, PERMITTED, ORDERED, DESIGNATED, PRESCRIBED or words of like import are

used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the Project Manager and/or Project Manager is intended. Similarly, the words APPROVED, ACCEPTABLE, SATISFACTORY or words of like import shall mean approved, acceptable or satisfactory to the Project Manager and/or Construction Manager unless otherwise expressly stated.

B. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

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

The Contractor may be furnished additional instructions and detail drawings by the Project Manager and/or Construction Manager as necessary to carry out the work required by the Contract Documents. The additional drawings and instructions thus supplied will become a part of the Contract Documents.

The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

C. SERVICE OF NOTICE

Any written communication, and any communication, notice, or order required by the Contract Documents to be in writing, may be served by facsimile transmission, personal delivery, or be certified mail via the United States Postal Service, at the following addresses:

For the City:

Scott Somers, City Manager
City of College Park
4500 Knox Road
College Park, MD 20740

For the Contractor:

D. SCHEDULES, REPORTS AND RECORDS

A tentative construction schedule (preferably as a Gantt chart) shall be included in the bid proposal. The Contractor shall submit to the Project Manager, in a timely manner, such schedules of quantities and costs, construction progress schedules, weekly payrolls, breakdown of lump sum items, reports, estimates, records and any other data, as requested by and acceptable to the Project Manager and/or Construction Manager.

E. CONTRACT DOCUMENTS

The Contractor shall furnish all labor, materials, tools, equipment and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy or operation by the City.

F. MATERIALS, SERVICES AND FACILITIES

The Contractor shall do all of the work as stated in the Contract Documents. The Contractor shall provide and pay for all materials, taxes, labor, tools, equipment, light, power, transportation, supervision, temporary construction of any nature, and all other services or facilities of any nature whatsoever necessary to execute, complete and deliver the work within the specified time. Any temporary construction done to execute the work under contract shall be removed and the area shall be left in original condition or as specified in the Contract Documents. The Contractor shall complete the entire work together with such extra work as may be required, at the price fixed therefore, but at a total price not to exceed that provided for in this Contract, unless otherwise agreed in writing.

Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection. The Contractor shall provide temporary fencing where required and remove it at the completion of the work under contract.

The Contractor shall provide a proposed written plan for any storage of materials and equipment within the City, which must be approved in writing by the Project Manager before commencement of the work.

All construction and storage sites within the City shall be kept clean and free of debris and trash. The Contractor shall provide sufficient trash receptacles with lids for use by its employees on site. The receptacles shall be emptied on a regular basis, with the contents disposed of properly.

Manufactured articles, materials and equipment shall be stored, applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer and as approved by the Project Manager.

G. PATENTS

The Contractor shall indemnify and save harmless the City from all suits, actions and damages or costs to which the City may be subjected by reason of the use of any patented article or process in the work under this Contract.

H. SURVEYS, PERMITS, LAWS AND REGULATIONS

1. SURVEYS - Unless otherwise specified, Contractor will furnish all boundary surveys and establish all baselines for locating the principal component parts of the work together with a suitable number of bench marks adjacent to the Work as shown in the Contract Documents.
2. PERMITS - Permits and licenses of a temporary nature necessary for the prosecution of the work such as plumbing and electrical permits shall be secured and paid for by the Contractor unless otherwise stated in the Contract Documents.

The Contractor shall give all notices and comply with all permits, laws, ordinances, rules and regulations applicable to the conduct of the work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Project Manager and/or Construction Manager in writing.

If any permit, license, or certificate expires, or is revoked, terminated or suspended, as a result of any action or omission on the part of the Contractor, he shall not be entitled to any additional compensation, nor to any extension of the completion date, by reason thereof.

3. LAWS AND REGULATIONS - The Contractor and his agents, servants, and employees shall strictly comply with the ordinances and regulations of the City, and all other applicable laws, when performing the work on this project. The Contractor shall protect and indemnify the City and its officers, employees and agents, against any claim or liability arising from or based on the violation of any such law, ordinance or regulation, whether by himself or by his agents, servants, or employees.

I. PROTECTION OF WORK, PROPERTY AND PERSONS

1. GENERAL - The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work according to the accepted practices, and applicable rules, regulations and laws. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to, all employees on the work and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage, or on or off the site, and 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 during the entire course of construction.

In case of suspension of work for any cause whatever, the Contractor shall be responsible for the Project and shall take such precautions as may be necessary to prevent damage to the work, and provide for proper drainage, and shall erect any necessary temporary structure, signs, or other facilities at his expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in acceptable growing condition all living material in newly established plantings, seedings and sodding furnished under this Contract, and shall take adequate precautions to protect new growth and other important growth against injury.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. The Contractor shall notify owners of adjacent utilities when prosecution of the work may affect them.

2. ACCIDENT PREVENTION - Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery and equipment and other hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, as published by the Associated General Contractors of America, to the extent that such provisions are not inconsistent with applicable laws and regulations.
3. LIGHT, RAILINGS AND WATCHMEN - The Contractor shall place sufficient lights to light the work and work area to protect workers and public, and shall erect suitable railings, fences or other protection around open trenches, and provide all watchmen on the work, at all times, if they become necessary for the public safety. The Contractor shall place proper guards and lights for the prevention of accidents during and after delivery of materials and supplies, and

shall at all times take all necessary precautions to avoid accidents or injury to persons or property.

The Contractor shall, upon notice from the Project Manager and/or Construction Manager that he has not satisfactorily complied with the foregoing requirements, immediately take such measures and provide such means and labor to comply therewith as the Project Manager may direct. The Contractor shall not be relieved of his obligations under the Contract by any such notice or directions given by the Project Manager and / or Construction Manager, or by his neglect, failure or refusal to give such notice or directions. In case the Contractor shall not comply with any order with respect to guarding the work, or public and private properties, the Project Manager may provide the required protection and the cost thereof will be deducted from any monies due or to become due the Contractor under the Contract Documents. The Contractor shall not be relieved of his obligations under the Contract Documents by any such action of the Project Manager and / or Construction Manager.

4. CARE AND PROTECTION OF WORK - From the commencement of the Contract until its completion, the Contractor shall be solely responsible for the care of the work and all injury or damage to same, from whatever cause, shall be made good by him, at his own expense, before the final estimate is made. The Contractor shall provide suitable means of protection for all materials intended to be used in the work and for work in progress, as well as for completed work.
5. PROTECTION OF STRUCTURES FROM MATERIALS - It shall be the responsibility of the Contractor to adequately protect the curb, gutter and other adjacent structures from materials being applied or otherwise used in the project. The Contractor may use any protection method that is a normal practice, such as protective paper, courses of sand, etc. If any of the structures are defaced, they shall be repaired at the Contractor's expense. Within the construction area the Contractor shall protect manhole frames and covers and other similar utility street structures. After the construction is complete, it shall be the Contractor's responsibility to examine the various street structures to see that they are unimpaired and that their covers are free, at grade and sit properly.
6. INJURY TO PROPERTY - In case of any direct or indirect damage done to public or private property by or because of the work, or in consequence of any act or omission on the part of the Contractor, his agents, servants or employees, the Contractor shall, at his own cost and expense, restore such property to a condition similar or equal to that existing before such damage was done. In case of failure on the part of the Contractor to so restore such property or properties, the cost of such restorations shall be deducted from any monies due or to become due the Contractor under the contract, or the City may deduct from any monies due the Contractor, a sum sufficient, in the judgment of the Project Manager, to reimburse the owners of the property so damaged. This remedy shall be in addition to, and not in place of, any other remedy allowed by law.

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

J. CHANGES IN THE WORK

1. INCREASE OR DECREASE OF QUANTITIES - The City reserves the right to increase or decrease the quantity of materials to be furnished or of work to be done under this Contract whenever it is deemed advisable or necessary. Such increase or decrease shall in no way void this Contract and the total price of the contract shall be adjusted accordingly. The City reserves the right to increase or decrease quantities based on a per unit price for the specific item, amount, or work requested without affecting the contract prices for any item or remaining work. Unit prices shall not be increased or decreased regardless of changes in quantity and shall be based solely on the unit price quotation.
2. ALTERATIONS - The City reserves the right to change the alignment, grade, form, length, dimensions or materials of the work under the Contract whenever any conditions or obstructions are met that render such changes desirable or necessary. In the event such alterations make the work less expensive for the Contractor, a proper deduction shall be made from the Contract price and the Contractor shall have no claim on this account for damages or for anticipated profits on the work that may be dispensed with. In the event such alterations make the work more expensive for the Contractor, a proper addition shall be made to the Contract price as shall be determined by the Project Manager and / or Construction Manager.
3. IMPLIED WORK - All incidental work required by the Contract Documents for which no payment is specifically provided and any work or materials not therein specified which are required to complete the work, and which may fairly be implied as included in the Contract and which the Project Manager and / or Construction Manager shall judge to be so included, shall be done or furnished by the Contractor without extra compensation.
4. EXTRA WORK - The Contractor shall do such extra work as may be ordered by the Project Manager in writing. No claim for extra work shall be considered or allowed unless the said work has been so ordered. The extra work will be paid for on the basis of the unit prices agreed upon in the Contract Documents. In the event the extra work is not priced by unit in the Contract Documents, then the payment shall be as agreed upon by the Contractor and the Project Manager

and/or Construction Manager. The amount to be paid to the Contractor for extra work shall be determined in the following manner:

1. Wages of necessary day laborers and foremen actually employed on extra work, for such time as they are so employed, plus fifteen (15) percent.
2. Actual purchase price, as paid by the Contractor for materials actually incorporated into the extra work, plus zero (0) percent.
3. Actual rental price for vehicles equipment or machinery, as paid by the Contractor for their use in connection with extra work, plus zero (0) percent.

Payment for extra work shall not include an allowance for the time of superintendents, timekeepers, water-boys, flagmen or of any workmen or foremen not employed upon the extra work in question for a definitely and easily ascertainable period, or for insurance of employees or the public, or the use, maintenance or repair of tools or for the maintenance, operation and repair of machinery, or office accounting, Project Managing or administrative expense, or any rent, interest, depreciation or bonding costs, or any other overhead, collateral or estimated expense, or any profit, and the costs of all such items shall be deemed to included in the said allowance of fifteen (15) percent on labor.

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 City may, at its option, furnish any material required for extra work and the Contractor shall not be entitled to any allowance or percentage on materials so furnished. Likewise, the City may supply any necessary machinery or equipment and the Contractor shall not be entitled to any allowance thereupon.

Separate itemized statements and itemized bills, covering the extra work done in each month on each order for extra work shall be delivered to the Project Manager and / or Construction Manager before the 5th day of the following month. All bills shall include vouchers showing the cost of materials supplied by the Contractor that have been actually incorporated into such extra work. The Contractor shall permit such examination of his books, bills, vouchers and accounts as the Project Manager and/or Construction Manager may require in checking bills for extra work.

The decision of the Project Manager and/or Construction Manager shall be final and binding upon all questions relating to extra work. If it is determined that any extra work bill is unreasonable or improperly performed, the Project Manager and/or Construction Manager shall be empowered to require its revision and

adjustment in accordance with such terms as they shall judge to be fair and reasonable.

The Project Manager and/or Construction Manager will certify to the City those bills for authorized extra work, submitted in approved form and by the prescribed date, for which he recommends payment. Payment for approved extra work completed under the Contract during any month shall be subject to all the provisions of the Contract relating to the payment of current estimates. Should the work under any extra work order remain uncompleted during any month, the payment shall not be made until the correct estimate is determined for the month, or the entire work under said extra work order is completed. The Contractor shall not be entitled to any claim for interest on any bill for extra work on account of delay in its approval.

All approved extra work shall be considered a part of the Contract and shall be subject to all of the provisions thereof.

In case of neglect or refusal on the part of the Contractor to perform any required extra work, or to make satisfactory progress in its execution, the City may invoke the provisions of "O. Waiver of Contract and Right of Recovery of this Section". The Contractor shall not interfere with the prosecution of such work by the City.

During the progress of the extra work the Contractor shall carry forward all other parts of the work under the Contract, and may suspend any other part of the work only as approved by the Project Manager and/or Construction Manager. No claim by the Contractor for extra compensation shall thereby be allowed. The Contractor, however, shall be entitled to an extension of time to the extent that the Project Manager and / or Construction Manager shall certify that the work done under the Contract has been delayed by the performance of said extra work, provided that a claim for such extension shall be submitted in a timely manner.

K. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

1. EXTENSION OF TIME - If the amount of work done under the Contract is greater than indicated by the statement of quantities, or if the Contractor is materially obstructed or delayed in the procedure of the work by delay on the part of the City, the Contractor shall be entitled to such extension of the Contract time for the completion of the work, or any phase of the work, as the Project Manager and/or Construction Manager shall certify in writing to be just and proper. A claim for such extension shall be made by the Contractor by a written notice sent to the Project Manager and / or Construction Manager within ten (10) days after the date when such alleged cause for extension of time occurred. The notice shall state specifically the amount of delay that the Contractor is claiming. If said statement, thus made out, is not received within the prescribed time, the claim for extension of time shall be forfeited and invalid.

No extension of time will be granted for ordinary delays, weather conditions or minor accidents.

2. **DEFAULT IN COMPLETION** - The Project Manager and/or Construction Manager shall determine the number of working days that the Contractor is in default in completing the Contract, or any of its phases, within the specified period of time, and shall certify same to the City in writing. For each day so certified, the Contractor shall pay to the City the sum of \$100.00 per day, which sum is hereby agreed upon, not as a penalty, but as liquidated damages which the City will suffer by reason of such default, as the actual damage is difficult to quantify. The City, in its discretion, may extend the time for completion of the work beyond the Contract time. The City shall be fully authorized and empowered to deduct and retain the amount of any such liquidated damages for each day that the Contractor shall be in default in completing the work after the time fixed in the Contract, or after any later date to which the time for completion may have been extended, from any monies due or to become due to the Contractor under the Contract at any time after such default has occurred. The permitting of the Contractor to finish the work or any part of it after the time fixed for its completion, or after the time to which completion may have been extended, shall in no way operate as a waiver on the part of the City of any of its rights under the Contract.

L. EXECUTION OF WORK

1. The execution of work under this Contract shall not commence until the Contractor has received a written Notice to Proceed, signed by the Project Manager and / or Construction Manager, and the work shall begin within ten (10) working days of receipt and be carried on continuously to completion, subject to such suspensions as are provided for herein. The progress of the work shall be at a rate sufficient to complete the Contract, and its phases, in an acceptable manner within the time specified. If it appears that the rate of progress is such that the Contract is not being executed in a satisfactory and workmanlike manner, the Project Manager and / or Construction Manager may order the Contractor to take such steps as he considers necessary to complete the contract within the time provided, or to prosecute the work in a satisfactory matter. The Contractor shall prepare and submit a written construction schedule, indicating the manner and order in which the work is to be accomplished, prior to beginning construction. The schedule must be approved by the Project Manager and/or Construction Manager.
2. **SUPERVISION AND DIRECTION OF WORK** - The Contractor shall supervise the Work. The Contractor is solely responsible for the means, methods, techniques, sequences and procedures of construction. At all times when work is

progressing within the City, the Contractor shall provide one or more supervisors on site who are capable of communicating with all parties involved. The supervisor(s) shall be designated by the Contractor in writing, and shall have full authority to act on behalf of the Contractor, to bind the Contractor, and to stop work. Communications given to the designated supervisor(s) shall be as binding as if given to the Contractor. In the absence of a supervisor on site, no work on the project will proceed. A fine of \$200.00 shall be assessed against the Contractor for each occasion on which a designated supervisor is not present on site as required.

While it is intended that the Contractor shall be allowed, in general, to carry out the Contract in accordance with the approved schedule, the Project Manager and / or Construction Manager shall have the discretion to direct the manner in which the work shall be prosecuted, and may exercise such general control over the conduct of the work at any time or place as shall be necessary to safeguard the interests of the City. The Contractor shall have no claim for damages or extra compensation by reason of any such change in scheduling or conduct of the work. The Contractor shall immediately comply with any and all orders and instructions given by the Project Manager, provided however that nothing herein contained shall be considered such an assumption of control over the work by the City or the Project Manager and/or Construction Manager as to relieve the Contractor of any of its obligations or liabilities under this Contract.

3. LINES, GRADES AND ELEVATIONS - Unless otherwise specified the Project Manager and/or Construction Manager will give all necessary lines, grades and elevations for the guidance of the Contractor and the Contractor shall conform his work thereto. Such lines, grades and elevations will be given as needed, but if for any reason minor delays should occur, the Contractor shall have thereby no claim for damage or extra compensation.

The Contractor shall preserve and maintain the position of all stakes, grade-boards and lines until authorized to remove same. If the Contractor fails to do so, any stakes or grade-boards that are moved shall be reset at the Contractor's expense. The Contractor shall furnish, when required, all necessary materials, labor and assistance, except for Project Manager and/or Construction Manager assistance, for the setting of all stakes, grade-boards, line forms, etc., which may be required for the proper construction of the work.

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

4. NOTIFICATION OF PROJECT MANAGER AND / OR CONSTRUCTION MANAGER - The Contractor must notify the Project Manager and/or Construction Manager or his representative at least twenty-four (24) hours prior to commencing work, if work has been suspended for any reason other than normal non-working days. Failure to so notify the Project Manager and / or Construction Manager may result in material or work being declared unsatisfactory and being removed or redone at the Contractor's expense. The Contractor must obtain written approval from the Project Manager and/or Construction Manager or his representative at least twenty-four (24) hours prior to suspending work, except for normal non-working days. In the event that work that scheduled commencement or suspension of work is delayed by inclement weather, the Project Manager and/or Construction Manager must be notified immediately. The sum of \$50.00 for each such failure to notify shall be assessed against the Contractor. The monies will be deducted from any monies due to the Contractor under the Contract.
5. SATURDAY, SUNDAY AND HOLIDAY WORK - No material may be placed on Saturdays, Sundays, or holidays, or after 5:00 p.m. on workdays, without the written consent of the Project Manager and/or Construction Manager. A violation of this requirement may result in the removal of material at the Contractor's expense.
6. MAINTENANCE OF TRAFFIC - The Contractor shall carry on the work in such a manner so as to cooperate with all pedestrian and vehicular traffic in the vicinity. The Contractor shall make all reasonable efforts to keep access to adjacent properties open at all times. The attention of the Contractor is directed to the fact that right-of-way for emergency vehicles and/or construction vehicles must be maintained by the Contractor at all times.
7. WATER SUPPLY - The Contractor shall provide at his own expense such quantities of clean, potable water as may be required for any and all purposes under this Contract.
8. SANITARY ARRANGEMENTS - Approved sanitary conveniences for the use of laborers and others employed on the work, properly screened from public observation, shall be furnished and maintained at the Contractor's expense. The collections in the same shall be disinfected or removed on a regular basis.
9. WORKMANSHIP - All materials furnished and all work done shall be of the quality and character required by the drawings and/or Contract Documents. Where no standard is specified, such work or materials shall be of a kind acceptable to the Project Manager and/or Construction Manager. Any unsatisfactory materials furnished or work done, at whatever time they may be

discovered, shall be immediately removed and satisfactorily replaced by the Contractor when notified to do so by the Project Manager and/or Construction Manager. If the Contractor shall neglect or refuse to remove such unsatisfactory work or material within forty-eight (48) hours after the receipt of the notice to do so, or if he does not make satisfactory progress, the Project Manager and / or Construction Manager may cause said work or material to be removed and satisfactorily replaced by other means. The expense thereof shall be charged to the Contractor. Such expense shall be deducted from any monies due or to become due to the Contractor under the Contract. Upon completion of the Contract, the entire work shall be delivered to the City in a satisfactory working condition.

10. ADJUSTMENT OF STREET STRUCTURES - It shall be the Contractor's responsibility well in advance of the beginning of work to notify all public utility corporations, municipal bureaus or owners to make all necessary adjustments to public utility fixtures and appurtenances within or adjacent to the limits of the construction. Unless otherwise specified, these adjustments will be made by the owners and in advance of construction. Any charges that may be made by the utility organizations for adjustments to structures shall be borne by the City.
11. EMPLOYMENT OF SKILLFUL WORKMEN - The Contractor shall employ only competent, skillful workers to do or supervise the work. Whenever the Project Manager and/or Construction Manager shall, in writing, notify the Contractor that any person employed on the work is, in his opinion, incompetent, disobedient, disorderly, discourteous or otherwise unsatisfactory, such person shall be removed and shall not again be employed on the work except with the consent of the Project Manager and / or Construction Manager.
12. TIMBER AND BRUSH - All cut timber and brush shall be removed from the site of the work in a timely fashion unless otherwise directed.
13. CONSTRUCTION OUTSIDE THE RIGHTS OF WAY OF THE CITY - Where the construction lies outside its rights of way, the City has or will obtain the permission from the owner to occupy the property during construction. The Contractor shall not move any equipment or materials outside the right of way or construction strips and shall not commence any clearing within or outside the rights of way until authorized by the Project Manager and/or Construction Manager. The Contractor shall confine his operations strictly within the limits of the rights of way of the City and the construction strips, unless he has the written permission of the owner of the property to occupy additional ground. Trees in the construction strips shall not be cut down except with the written permission of the owner of the property. Trees within the limits of the rights of way of the City shall not be cut down without the written permission of the Project Manager and/or Construction Manager.

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

14. CONSTRUCTION IN VICINITY OF TREES - In general, the State Department of Forestry has control over trees in public areas such as roads, streets and public rights of way. To cut down any trees in these areas, permission of the State must be obtained. Any other trees may be cut down only with the written permission of the Project Manager and/or Construction Manager or other owner of the property. The Contractor shall exercise due care not to unnecessarily injure any trees. The Contractor shall carry on his operations in conformity with the requirements of the State Department of Forestry without additional compensation over the price bid for the work.
15. UTILITIES - The Contractor shall be responsible for contacting all agencies relative to their installations and for locating them in the field. The Contractor shall be prepared to modify operations in order to accommodate utilities and shall bear the expense of all repairs to utilities damaged as a result of activities undertaken as part of the project.

M. REMOVAL OF DEFECTIVE WORK AND CONDEMNED MATERIAL

1. DEFECTIVE WORK - Neither the inspection or supervision of the work, nor the presence or absence of any employee of the City during the execution of any part of the work, shall relieve the Contractor of any of his obligations under the Contract or of conforming his work to the lines, grades and elevations given by the Project Manager and / or Construction Manager. Defective work shall be made good and unsuitable material will be rejected, notwithstanding that such work and material may have been previously overlooked and accepted or estimated for payment. If the work or any part thereof shall be found defective or to have been damaged at any time before the final acceptance of the whole work, the Contractor shall make good such defective and damaged work at his own cost, even though said defect or injury may not have been due to any act, default or neglect on the Contractor's part. All materials shall be carefully examined by the Contractor for defects just before placing, and any material found defective shall not be placed in the work.
2. REMOVAL OF CONDEMNED MATERIAL - If any material brought upon the site or selected for use in the work shall be condemned by the Project Manager and/or Construction Manager as unsuitable or not in conformity with the Contract Documents, the Contractor shall forthwith remove it from the City. Condemned materials not removed within forty-eight (48) hours after the receipt of notice by the Contractor, may be removed by the City and the cost of said removal shall be

deducted from any monies due or to become due to the Contractor under the Contract.

N. SUSPENSION, ABANDONMENT OR DELAY IN THE WORK

1. SUSPENDING WORK - The City may suspend the whole or any part of the work under this Contract, if in its judgment such action is necessary or advisable.
2. ABANDONMENT OR DELAY IN THE WORK - If the work under this Contract shall be abandoned by the Contractor, or if at any time the Project Manager and/or Construction Manager shall determine, that the performance of the Contractor is unnecessarily or unreasonably delayed, or that the Contractor is violating one or more provisions of the Contract, or is executing the same in bad faith, or if the work is not fully completed within the time allowed for it completion, together with such extensions of time as may have been granted, the City, by written notice, may order the Contractor to discontinue all work under the Contract, or any part thereof. Upon receipt of such notice, the Contractor shall discontinue the work, or such part thereof, and the City shall have the right to complete said work and charge the Contractor for same. The City may deduct the entire cost of said work from any monies due or to become due the Contractor under the Contract. For such completion of the work, the City may take possession of and use any or all materials, tools, machinery and appliances found on the site of the work.

When any part of the Contract is carried out by the City under this section, the Contractor shall continue the remainder of the work in conformity with the terms of the Contract and in such manner as not to interfere with the workmen employed by the City.

O. WAIVER OF CONTRACT AND RIGHT OF RECOVERY

1. WAIVER OF CONTRACT - Neither the acceptance of the whole or any part of the work by the Project Manager and/or Construction Manager or the City or any of its employees, or any order, measurement or certified by he Project Manager and / or Construction Manager, or any order of the City for the payment of money, or any payment by the City for the whole or any part of the work, or any extension of time, or any possession taken by the City or its employees, shall operate as a waiver of any portion of the Contract or of any power therein reserved to the City, or any right to damages therein provided. Nor shall any waiver of any breach of the Contract be held to be a waiver of any other or subsequent breach.
2. RIGHT OF RECOVERY - The City shall not be precluded or estopped by any certificate made or given by the City or any of its agents, servants, or employees, under any provision of the Contract, from showing the true and correct amount

and character of the work done and materials furnished by the Contractor or any other person under the Contract, at any time before or after the final completion and acceptance of the work and payment therefore, or from showing at any time that any such certificate is untrue and/or incorrect or improperly made in any particular, or that the work, or any part thereof, does not in fact conform to the Contract Documents. Notwithstanding any such certificate, or payment made by reason thereof, the City shall not be precluded or be estopped from demanding and recovering from the Contractor such damages as it may sustain by reason of his failure to comply with the terms of the Contract.

P. USE OF THE PREMISES

The City of College Park will have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work or the restoration of any damaged work.

Prior to substantial completion, the City may use any completed or substantially completed portion of the work. Such use shall not constitute an acceptance of such portions of the work.

Q. PAYMENTS TO THE CONTRACTOR

1. **CURRENT ESTIMATES** - The Project Manager and/or Construction Manager will prepare, on a monthly basis, his written estimate of the amount of work completed under the Contract. Such estimate may be approximate and shall be subject to correction in later estimates. Current estimates shall not contain any allowance for materials delivered upon the site of the Work but not incorporated therein, and the Contractor shall not be entitled to receive any payment therefore.

Upon approval by the Project Manager and/or Construction Manager, the City will pay to the Contractor up to ninety percent (90%) of the total amount of the estimate, provided, however, that the City may retain out of any such payments any or all sums it is authorized to retain by the terms of the Contract and/or any applicable law. The City shall be entitled to retain an additional five percent (5%) of the estimate pending receipt from the Contractor of any certificates required by the Project Manager and/or Construction Manager from utilities. Further, payments on current estimates may be withheld at any time if, in the judgment of the Project Manager and/or Construction Manager, the Contractor is not in compliance with the terms of the Contract.

2. **MEASUREMENT OF WORK AND MATERIAL** - All quantities, work and material to be paid for will be measured and determined by the Project Manager and/or Construction Manager in his sole discretion, according to the

specifications, drawings, additional instructions in writing, and detail drawings that may be given to carry out the work required by the Contract Documents. No allowance will be made for any excess above the quantities required by the specifications, additional instructions in writing, and detail drawings on any part of the Work, except where such excess material has been supplied or work done by order of the Project Manager and/or Construction Manager and in the absence of default or negligence on the part of the Contractor. Should the dimensions of any part of the work or of the materials be less than those required by the drawings or the directions of the Project Manager and/or Construction Manager, only the actual quantities placed will be allowed in the calculations of the total price to the City.

3. EVIDENCE OF PAYMENT - The Contractor shall certify to the City within ten (10) days after the final completion and acceptance of the whole work under the Contract, that all persons, partnerships and corporations who have done work or furnished materials under the Contract, or in or about the work contracted for, have been fully paid or secured. In the event such evidence is not furnished by the Contractor, such amount as may be deemed necessary by the City to pay such claims may be retained by the City out of any money due the Contractor under the Contract until such claims have been fully discharged.
4. FINAL ESTIMATE - When the Project Manager and/or Construction Manager shall deem that the Contractor shall have fully completed the work under the Contract, he shall make a written final estimate based upon actual measurements, of the whole amount of authorized work done by the Contractor and of the value thereof under the terms of the Contract, and shall certify to the City the completion of the work and the amount of the final estimate. All current estimates are subject to correction in the final estimate. The Project Manager's and/or Construction Manager's measurements upon which the final estimate is based, shall be deemed to be, and shall be, final and conclusive.

Upon approval of the final estimate, the City will notify the Contractor, in writing, of the acceptance of the work and transmit to him a copy of the final estimate. Out of the amount representing the total of the final estimate, the City shall deduct ten (10) percent, which shall be in addition to any and all other amounts which under the Contract it is entitled or required to retain, and shall hold said sum for a period of six (6) months from and after the date of payment of the final estimate. Such part as may be necessary, or all of said retained sum, shall be applied to any expense 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 on the part of the Contractor. The City shall be empowered to make any required repairs or renewals during said period without notice to the Contractor if it shall judge such action to be necessary, or if after notice, the Contractor shall refuse or neglect to do said required work or make satisfactory progress thereon within such period as

the Project Manager and/or Construction Manager shall consider necessary or reasonable. Further, the City is entitled to retain five percent (5%) of said sum pending receipt from the Contractor of any certification required by the Project Manager and / or Construction Manager from utilities. In addition, the City shall retain those sums equal to any outstanding unpaid amounts claimed by any suppliers, sub-contractors, or others for labor or materials contributed to the work.

Within fifteen (15) days after the approval of the final estimate, the City will pay to the Contractor those sums remaining after the deductions as set out herein.

5. FINAL PAYMENT - Upon the expiration of the aforesaid period of six (6) months succeeding the payment of final estimate, the City will pay to the Contractor all sums reserved or retained, less such amounts as it may be entitled under the provisions of the Contract to permanently retain.

R. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

1. TERMINATION OF CITY'S LIABILITY - The acceptance by the Contractor of the final payment shall release the City and every officer, employee and agent thereof, from all claims by the Contractor made for work and/or materials provided under the Contract.

S. LIABILITY INSURANCE - INDEMNIFICATION

The Contractor shall provide proof of compliance with State law as to workers' compensation and unemployment insurance, and of adequate comprehensive general liability insurance (bodily injury of \$1,000,000.00 for each occurrence/aggregate; property damage of \$500,000.00 for each occurrence/aggregate) and automobile fleet coverage (\$1,000,000.00 for each occurrence/aggregate; property damage of \$500,000.00 for each occurrence/aggregate). The Contractor shall indemnify and save harmless the City, its officers, agents, servants, and employees, from all suits, actions, and damages or costs of every kind and description arising directly or indirectly out of the performance of the Contract, including attorneys fees, whether caused by actions or omissions on the part of the Contractor, its agents, servants and employees, or to other causes.

Any special hazards, such as blasting, shall be covered by a rider or riders to the Public Liability and/or Property Damage Insurance policy or policies to cover any special hazards which may develop in the course of the work with such companies and in such amounts as may be approved by the City.

The City shall be named as an Insured on the Comprehensive General Liability Insurance, the Automobile Fleet Insurance, and the Property Damage Insurance with an additional insured endorsement.

A Certificate of Insurance and additional insured endorsement shall be provided to the City by the Contractor within ten (10) business days after the award of the contract. The Certificate shall demonstrate that the Contractor has complied with the requirements of this section and be in a form acceptable to the City.

T. MAINTENANCE GUARANTEE

The Contractor shall warrant all of the work performed under this Contract for a maintenance period of one (1) year after the date of conditional acceptance thereof by the City.

In case of the Contractor neglects to make such repairs required during the maintenance period, the Owner's Representative may cause such damage to be repaired and made good at the cost of and expense of the Contractor.

Upon the expiration of the maintenance period, the Project Manager and/or Construction Manager shall make a final inspection of the entire work and upon completion of all repairs or renewals which may appear at that time to be necessary in the judgment of the Project Manager and/or Construction Manager, he shall certify to the City in writing as to the final acceptance of the entire work.

U. RESOLUTION OF CONTRACT QUESTIONS

The Project Manager and/or Construction Manager shall decide any and all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work and shall decide all questions which may arise as to the interpretation of the Contract Documents and any or all plans relating to the work and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor. The Project Manager and/or Construction Manager shall determine the amount and quantity of the several kinds of work performed and materials which are to be paid for under the Contract and such decision shall be final and conclusive. In the event any question shall arise, a determination by the Project Manager and /or Construction Manager shall be a condition precedent to the right of the Contractor to receive any money due under the Contract. The decision of the Project Manager and/or Construction Manager shall be final.

SPECIAL PROVISIONS

A. SCOPE

The scope of work under this Project shall include labor, materials, equipment and services and miscellaneous improvement items related to the site as described and specified in the Contract Documents, necessary for concrete and asphalt work. The scope of work shall include all other work and items incidental to completion of work and shall include all modifications and miscellaneous items as shown on Contract Documents or as directed by the Engineer.

MATERIAL AND METHODS OF CONSTRUCTION

In this section, the items may contain references to the Standard Specifications. When references are made to Standard Specifications, requirements may be given to revise and/or supplement the Standard Specifications, but only to the extent as mentioned herein.

B. GENERAL

All work covered by the Contract shall be performed in accordance with the latest Maryland Department of Transportation, SHA Standard Specification for Construction Materials, and Prince George's County Department of Public Works and Transportation, General Specification and Standards for Highway and Street Construction; and Stormwater Management Standards and Specifications, dated January, 1995, as amended, and Stormwater Management Standard Details for Stormwater Management Construction, dated December, 1990, as amended, both of the Department of Environmental Resources of Prince George's County, hereinafter called "the County Specifications", and said County Specifications are hereby made part of the Contract, except where otherwise stated herein. See item below.

All references made to the State of Maryland or Prince George's County shall be construed to mean the City of College Park, Maryland. All references made to "Engineer" shall be construed to mean Project Manager and/or Construction Manager and the reverse. All references to government standards and specifications shall be to the most recent version of those standards and specifications, unless otherwise stated.

CONCRETE MAINTENANCE

Construction Items

For all Construction items under Concrete Maintenance the following applies:

The contractor shall be responsible for posting streets 48-hours prior to the beginning of work. The posting of streets prior to work and maintenance of traffic shall not be measured or compensated for under any stipulated pay item, but the cost will be incidental to all items.

Item 100 – MSHA Section 603 - Remove and Replace 4-inch Concrete Sidewalk

Description 603.01

This work shall consist of removing and constructing concrete sidewalk and sidewalk ramps as specified in the Contract Document or as directed by the Engineer.

Materials 603.02

ADD: All concrete shall be Class 1 (MSHA mix No. 3) air-entrained, unless approved otherwise, Broom finished.

Construction 603.03

Backfill 603.03.03. ADD: The Contractor shall furnish and place topsoil, seed, mulch, where he had disturbed existing conditions during the course of his work.

Prince George's County DPW&T Standards 300.05, 300.06, 300.07 & 300.08

Adjusting of gas and water utility structures shall be incidental to this item.
Placing topsoil, seed, & mulch shall be incidental to this item.

Measurement and Payment 603.04

Item 101 - MSHA Section 520 - Remove and Replace Concrete Driveway Aprons

Description 520.01

This work shall consist of removing and constructing 6-inch Driveway Aprons as specified in the Contract Document or as directed by the Engineer.

Materials 520.02

ADD: All concrete shall be Class 1 (MSHA mix No. 3) air-entrained, unless approved otherwise, Broom finished.

Construction 520.03

Prince George's County DPW&T Standards 200.01, & 200.02

In addition to the above standards, three (3) No. 4 (1/2" dia.) reinforcing bars shall be installed 6" on center parallel to the road beginning 6" from the back of curb.

Adjusting of gas and water utility structures shall be incidental to this item

Placing topsoil, seed, & mulch shall be incidental to this item.

Measurement and Payment 520.04

ADD: Remove and Replace Concrete Driveway Aprons will be measured and paid for at the Contract unit price per square foot. When an existing driveway apron is removed and replaced with a new driveway apron the cost of removal will be incidental to the Contract unit price for the new item.

Item 102 - MSHA Section 602 - Remove and Replace Concrete Curb and Combination Concrete Curb and Gutter**Description 602.01****Materials 602.02**

ADD: All concrete shall be Class 1 (MSHA mix No. 3) air-entrained, unless approved otherwise, Broom finished.

Construction 602.03

Backfill 603.03.03. ADD: The Contractor shall furnish and place topsoil, seed, mulch, concrete and asphalt where he had disturbed existing conditions during the course of his work.

Prince George's County DPW&T Standards 300.01, 300.02, 300.03 & 300.04

Adjusting of gas and water utility structures shall be incidental to this item.

Placing topsoil, seed, & mulch shall be incidental to this item.

Measurement and Payment 602.04**Items 103 - MSHA Section 520 -Remove and Replace Concrete Swale****Description 520.01**

This work shall consist of removing and constructing Concrete Swales as specified in the Contract Document or as directed by the Engineer.

Materials 520.02

ADD: All concrete shall be Class 1 (MSHA mix No. 3) air-entrained, unless approved otherwise, Broom finished.

Construction 520.03

Prince George's County DPW&T Standards 300.11

Adjusting of gas and water utility structures shall be incidental to this item

Measurement and Payment 520.04

ADD: Remove and Replace Concrete Swale will be measured and paid for at the Contract unit price per square yard. When an existing concrete swale is removed and replaced with a concrete swale the cost of removal will be incidental to the Contract unit price for the new item

Items 104 - MSHA Section 306 Circular Pipe Underdrain**Description 306.01****Materials 306.02**

Pipe material shall be 6 or 8-inch diameter perforated polyvinyl chloride (PVC) plastic pipe, (Schedule 40) shall meet ASTM F758, type PS 28 specifications

The Contractor shall furnish and place topsoil, seed, mulch, and asphalt where he had disturbed existing conditions during the course of his work.

Construction 306.03

Prince George's County DPW&T Standards 300.13 through 300.19

Placing topsoil, seed, & mulch shall be incidental to this item.

Measurement and Payment 306.04**Items 105 - MSHA Section 302 - Contingent Aggregate Backfill****Description 302.01****Materials 302.02****Construction 302.03****Measurement and Payment 302.04**

Item 106 - MSHA Section 505 –6-inch Depth Street Patches

Description 505.01

Materials 505.02

Construction 505.03

Prince George's County DPW&T Standards 300.21

Measurement and Payment 505.04

ADD: 6-inch Depth Street Patch will be paid for at the Contract unit price per square yard.

Item 107 - Flat Top Speed Hump

Description

This work shall consist of the construction of a bituminous concrete Flat Top Speed Hump, as specified in the Contract Document or as directed by the Engineer.

Materials

Hot Mix Asphalt SuperPave 9.5 mm, PG 64-22 fine surface
Pavement markings 3M A420 or A440 or approved equal

Construction

Prince George's County DPW&T Standards 700.01, 700.02, & 700.12

Measurement and Payment

Flat Top Speed Hump will be measured and paid for at the Contract unit price per each. The payment will be for full compensation for keying-in, all excavation, disposal of excess material, trimming of the existing pavement, surface preparation, placing all materials including tack coat, striping, and for all material, labor, equipment, tools, and incidentals necessary to complete the work.

Item 108 - Watts Profile Speed Hump

Description

This work shall consist of the construction of a Bituminous concrete Watts Profile Speed Hump, as specified in the Contract Document or as directed by the Engineer.

Materials

Hot Mix Asphalt SuperPave 9.5 mm, PG 64-22 fine surface

Pavement markings 3M A420 or A440 or approved equal

Construction

The construction of the Watts Profile Speed Hump shall be in accordance with the City of College Park Standard Detail. Prince George's County DPW&T Standard 700.12

Measurement and Payment

Watts Profile Speed Hump will be measured and paid for at the Contract unit price per each. The payment will be for full compensation for keying-in, all excavation, disposal of excess material, trimming of the existing pavement, surface preparation, placing all materials including tack coat, striping, and for all material, labor, equipment, tools, and incidentals necessary to complete the work.

Item 109 - Remove and Replace Concrete Paver Sidewalks and Medians

Description

This work shall consist of the removal and disposal of existing brick pavers and furnishing and placing brick pavers, graded aggregate base, masonry sand subgrade preparation as specified in the contract documents or as directed by the Engineer.

Materials

Brick Pavers: Brick pavers shall be Holland-Stone as manufactured by Belcon an Oldcastle Company or approved equal. Brick pavers shall be Tudor Blend in color. Brick pavers shall be provided in the required shapes as indicated in the field and shall meet Standard C-902-87 Class SX, type 1. All pavers shall be 60 mm in thickness.

Aggregate base Course if required: Refer to 901.

Bedding Course: Refer to 901.

Moisture Content: The moisture content of bedding and joint material shall not exceed 12 percent and stock piles shall be covered each day after construction so this moisture content is not exceeded at any time. The joint-fill shall be free of contaminants that would cause efflorescence or staining.

Sand: Sand for use as joint filler shall be clean, washed and meeting requirements of ASTM - C-144 uniformly graded from coarse to fine, light in color.

Construction

Excavation shall be made in close conformity with existing grades. All existing brick pavers and bedding material are to be removed and the concrete based it to be thoroughly cleaned. The bedding course shall be screened to 1-1/2 inch maximum thickness. Care shall be taken to insure the bedding course is loose and not disturbed. The bedding course shall not be used to fill voids or depressions in the base course. Hand excavation

shall be required at those location designated as specified in the Contract Document or as directed by the Engineer.

Placement. The Contractor shall be responsible for replacing all damaged pavers resulting from shipping, unloading and handling. All pavers shall be free of foreign matter before installation. Do not use pavers with chips, cracks, voids, discolorations or other effects that might be visible in the finished work.

Pavers shall be cut with a motor driven saw equipment to provide clean, sharp and unchipped edges. Use full units without cutting wherever possible.

Place the pavers in the pattern desired as close together as possible that the spaces of the joints do not exceed 1/8 inch (3 mm). It is important that the spaces be consistent so that the pattern will remain constant where applicable. Extreme care shall be taken to produce the desired pattern, with an even radius where radii are found.

After the blocks are set, sharp masonry sand shall be swept between the joints and vibrated with a plate vibrator to compact the pavers and fill the joints with sand. This process shall be repeated until all joints are completely filled and the pavers are compacted evenly. After compaction, all grades shall be true to within 1/8 inch of those existing in the field. Excess sand shall be swept clear from the surface.

Repair and Protection. Remove and repair units that are chipped, broken, stained or otherwise damaged. Provide new units to match adjoining units.

Protect work from deterioration, discoloration, or damage during construction and until acceptance of work.

Cleaning. Thoroughly sweep surface clean.

The complete unit paver installation shall be cleaned and washed down to provide a finished workmanlike installation. All paving work shall be true to existing line and grade.

Weather Conditions. This work shall only be scheduled in dry weather, when the ambient air temperature is greater than 40 F (4 C)

Measurement and Payment

Brick Pavers for sidewalks and mediums will be measured and paid for at the contract unit price per square foot measured complete in place. The payment will be Full Compensation for all excavation and disposal, aggregate base course, bedding course, pavers and for all labor, equipment, tools, materials and incidentals necessary to complete the work.

Item 110 - Saw Cutting

Description

This item shall consist of mechanically saw cutting into the existing pavement 3 to 10 inches as specified in the Contract Documents or as specified by the Engineer.

Construction

The equipment used shall consist of a cutting machine comprising of a suitable motor-driven diamond blade circular with control devices and mounted on a study frame. The equipment shall be capable of cutting a groove in a straight line to a sufficient depth so that an even neat joint will be cut to allow the removal of material without damage to adjacent paving. A continuous water supply shall be supplied to the cutting element either by a water tank on the equipment or by other means.

Where saw cutting is shown along existing pavement edges, the contractor shall locate the existing edge of full depth pavement prior to constructing the cut-back saw joint that shall be 12 in. from edge of pavement. The saw shall be full depth to the subgrade.

Measurement And Payment

Saw Cut will be measured per linear foot. The actual number of linear feet of saw cutting, complete and accepted, measured along the pavement cut line shall be paid for at the Contract unit price per linear foot bid for Saw Cutting. The payment shall be full compensation for all materials, labor, equipment, tools and incidentals necessary to complete the work.

ASPHALT PAVING

Construction Items

For all Construction items under Asphalt Paving the following applies:

The contractor shall be responsible for posting streets 48-hours prior to the beginning of work. The posting of streets prior to work and maintenance of traffic shall not be measured or compensated for under any stipulated pay item, but the cost will be incidental to all items. Additionally, maintenance of traffic shall not be measured or compensated for under any stipulated pay item, but the cost will be incidental to all item

Item 200 & 201 - MSHA 504 -Hot Mix Asphalt Pavement

THE FOLLOWING IS SUPPLEMENTAL TO THE FOLLOWING SPECIAL PROVISIONS INSERT FOR 504-HOT MIX ASPHALT PAVEMENT BELOW:

The contractor shall be responsible for posting streets 48-hours prior to the beginning of work and the repositioning and restoring all motor vehicles obstructing the work area. The posting of streets prior to work, the repositioning and restoring all motor vehicles obstructing the work area shall not be measured or compensated for under any stipulated pay item, but the cost will be incidental to the Hot Mix Asphalt item.

Prince George's County DPW&T Standards 100.07



Maryland Department of Transportation
State Highway Administration

SPECIAL PROVISIONS INSERT
504 — HOT MIX ASPHALT PAVEMENT

CONTRACT NO. ContNum
1 of 12

452 **DELETE:** SECTION 504 — HOT MIX ASPHALT PAVEMENT in its entirety.

INSERT: The following.

SECTION 504 — HOT MIX ASPHALT PAVEMENT

504.01 DESCRIPTION. This work shall consist of constructing hot mix asphalt (HMA) pavement as specified in the Contract Documents.

504.02 MATERIALS.

Performance Graded Asphalt Binders	904.02
Tack Coat	904.03
Hot Mix Asphalt Mixes	904.04
Crack Filler	911.01
Production Plant	915

504.03 CONSTRUCTION.

Quality Control Plan. At least 30 days prior to the placement of any HMA pavement, the Contractor shall submit in writing a plant Quality Control Plan to the Team Leader of the Asphalt Team and a field Quality Control Plan to the Engineer for approval. The Quality Control Plans shall contain a statistically based procedure of random sampling and shall show how the Contractor proposes to control the equipment, materials, production, and paving operations to ensure conformance with these Specifications. A master plant and field Quality Control Plan may be submitted for this prior approval. When a master plant Quality Control Plan is submitted and approved, an addendum shall be submitted for each specific Contract.

The plan shall contain:

- (a) Production plants, location of plants with respect to the project site, personnel qualifications, inspection and record keeping methods, and minimum frequencies of sampling and testing as specified in MSMT 735, Table 2.
- (b) Detail when and how corrective action will be taken for unsatisfactory construction practices and deviations from the material Specifications.
- (c) Quality Control Plan for the plant, which addresses all elements necessary for quality control.

Plan Administrator and Certified Technicians. The Quality Control Plan shall designate a Plan Administrator. The Plan Administrator shall have full authority to institute any action necessary for the successful operation of the Plan. The Plan Administrator may supervise the Quality Control Plan on more than one project if that person can be in contact with the job site within one hour after being notified of a problem.



The Quality Control Plan shall also designate a Certified Plant Control Technician, Field Control Technician, and Certified Materials Tester, if used, as specified in MSMT 731. A minimum of one certified plant technician shall be physically present at the plant during production of HMA for the Administration and shall perform the process control sampling, testing and documentation in conformance with the approved quality control plan and standards. The certified plant technician shall be physically present at the plant while material is shipped and shall perform the process control sampling, testing, and documentation in conformance with the approved quality control plan if it was not completed during the production.

A minimum of one certified field technician shall be physically present at the job site unless otherwise approved in the Contract quality control plan. The certified technician shall perform required field control testing in conformance with the approved quality control plan and standards.

The plant and field certified technicians shall perform all required sampling and testing in conformance with the approved quality control plan and standards. Any deviation from the approved quality control plan not approved by the Engineer shall be cause for immediate suspension of the production and paving operations. The Engineer's approval will be required prior to resuming production and paving operations for the Administration.

The Contractor's technician certified by the Administration, shall perform quality control, acceptance, and verification sampling and quality control testing. Quality control test results shall be submitted to the Engineer when requested. When a certified technician becomes deficient in their duties as defined in MSMT 731 and Mid-Atlantic Region Technician Certification Program policy manual, the technician's certification will be rescinded. The Contractor shall replace the deficient technician with another certified technician before resuming production and paving operations for the Administration.

Records. The Contractor shall maintain and make available to the Engineer upon request complete records of sampling, testing, actions taken to correct problems, and quality control inspection results. Copies of the reports shall be provided when requested by the Engineer.

The Contractor shall maintain linear control charts or may elect to use other types of control charts such as standard deviation, range, etc. Control charts may be maintained by production, by mix, or by mix per project. Current control charts shall be maintained in the quality control laboratory in a manner satisfactory to the Engineer. As a minimum, the control charts shall identify the mix design number, each test result, and the upper and lower Specification limits applicable to each test.

Acceptance. The Administration will provide acceptance by conducting independent acceptance sampling and testing separate from the Contractor and Producer from behind the paver. In addition, the Engineer may perform one or more of the following to aid in the acceptance decision:

- (a) Periodically observing tests performed by the producer.
- (b) Monitoring required control charts.
- (c) Directing the producer to take additional samples at any time and location.
- (d) Monitoring the Contractor's conformance with the quality control plan.
- (e) Evaluating quality control sampling and testing by an independent assurance program.



The Contractor shall protect the pavement against damage from all causes. Any part of the pavement that is damaged shall be repaired or replaced by the Contractor at no additional cost to the Administration.

504.03.01 Equipment. All equipment including the production plant and paving equipment shall be subject to approval by the Engineer. The plant shall be ready for inspection by the Engineer at least 48 hours prior to the start of construction operations.

(a) **Hauling Units.** Refer to 915.02(f).

(b) **Pavers.** The Engineer's inspection and approval of pavers will be based upon the manufacturer's specification manual (copy to be provided by the Contractor). The paver shall be a self-contained, self-propelled unit capable of spreading the mixture true to line, grade, and cross slope. The paver shall be equipped with a screed or strike off assembly that will produce a finished surface of the required smoothness and texture without tearing, shoving, or gouging the mixture. The paver shall be operated with both screed end gates in the down position. When screed extensions are used, auger extensions shall be used with a distance no greater than 18 in. from the end of the auger to the end gate. The paver shall have automatic controls for transverse slope and grade. Controls shall be capable of sensing grade from an outside reference line or ski, and sensing the transverse slope of the screed to maintain the required grade and transverse slope within plus or minus 0.1 of the required slope percentage.

Manual operation will be permitted in the construction of irregularly shaped and minor areas, or where directed by the Engineer.

Whenever a breakdown or malfunction of any automatic control occurs, the equipment may be operated manually for the remainder of the workday as directed by the Engineer.

Reference lines or other suitable markings to control the horizontal alignment shall be provided by the Contractor, subject to the approval of the Engineer.

(c) **Rollers.** All rollers shall be inspected by the Contractor and approved by the Engineer before use in conformity with the manufacturer's recommendations. Rollers shall be self-propelled, reversible, and steel wheeled or pneumatic tired. Rollers may be vibratory or nonvibratory, and they may be operated in the vibratory mode as long as the Engineer determines that the roller is not cracking or damaging the aggregate in the mix. Rollers shall not be used in the vibratory mode on bridge decks. Pneumatic tire rollers shall have multiple tires of equal size with smooth tread. Wheels shall be arranged to oscillate in pairs, or they may be individually sprung. Tires shall be uniformly inflated at the operating pressure approved by the Engineer. The Contractor shall furnish the Engineer a manufacturer's table showing this data. The difference in tire pressure between any two tires shall not be greater than 5 psi. The Contractor shall provide a means for checking the tire pressure on the job at all times.

504.03.02 Weather Restrictions. HMA mixtures shall only be placed on roadway surfaces when the ambient air and surface temperature is at least 40 F and rising for surface mixes, at least 32 F and rising for base mixes, and at least 50 F and rising for polymer-modified surface mixes. The pavement surfaces shall be clean, dry, and approved by the Engineer before HMA paving begins. Placing HMA material on a frozen graded aggregate base is prohibited. When weather conditions differ from these limits, material en route from the plant to the job site may be used at the Contractor's risk.



When placement of the material is stopped by the Engineer, all material en route shall be wasted at no additional cost to the Administration.

504.03.03 Foundation Preparation. Prior to placement of paving material, the foundation shall be constructed as specified in the Contract Documents and approved by the Engineer. When paving over existing pavement, all excess crack filling or patch material shall be removed and all spalls and potholes shall be cleaned, tack coated, filled with HMA, and tamped before placement of paving material. Manholes, valve boxes, inlets, and other appurtenances within the area to be paved shall be adjusted to grade as directed by the Engineer.

504.03.04 Tack Coat. Prior to application of the tack coat, the surface shall be cleaned of all loose and foreign materials. The tack coat shall be uniformly applied to the surface by full circulation spray bars that are laterally and vertically adjustable and provide triple fanning and overlapping action so that the resulting coating shall be residual asphalt applied at a rate of 0.01 to 0.05 gal/yd² as directed by the Engineer.

504.03.05 Hot Mix Asphalt Placement. Delivery of the mixture by the hauling units and placement shall be continuous. The temperature of the mixture shall be a minimum of 225 F at the time of placement. HMA shall be placed by the paver; broadcasting of loose mixture over the new surface is prohibited.

504.03.06 Compaction. Immediately following placement of the HMA, the mixture shall be compacted by rolling to an in-place density in conformance with 504.03.10. In-place compaction shall be completed before the mixture cools below 185 F as determined by a probe type surface thermometer supplied by the Contractor and approved by the Engineer. Price adjustment due to noncompliance with the required density will be as specified in 504.04.02. The probe type surface thermometer shall remain the property of the Contractor at the completion of the project.

Rolling shall consist of six separate operations in the following sequence:

- (a) Transverse joint.
- (b) Longitudinal joint.
- (c) Edges.
- (d) Initial breakdown rolling.
- (e) Second or intermediate rolling.
- (f) Finish rolling.

Steel wheel rollers shall be used for the first rolling of all joints and edges, the initial breakdown rolling, and the finish rolling.

Rollers shall start at the sides and proceed longitudinally toward the center of the pavement, except on superelevated curves the rolling shall begin at the low side and progress toward the high side. Successive trips of the roller shall overlap by at least half the width of the roller, and alternate trips shall not end at the same point. When base widening is too narrow to permit the use of conventional rollers, a power driven trench roller shall be used. When the trench must be excavated wider than the proposed width of the widening, an earth berm or shoulder shall be formed against the loose



HMA as soon as it is placed. The two materials shall be rolled and compacted simultaneously. Roller marks shall not be visible after rolling operations.

After rolling is completed, no traffic of any kind will be permitted on the pavement until the pavement has cooled to less than 140 F or as directed by the Engineer.

504.03.07 Joints. Both longitudinal and transverse joints in successive courses shall be staggered so that one is not above the other. Transverse joints shall be staggered by the length of the paver. Longitudinal joints shall be staggered a minimum of 6 in. and shall be arranged so that the longitudinal joint in the top course shall be within 6 in. of the line dividing the traffic lanes.

Joints shall be constructed to provide a continuous bond between the old and new surfaces.

Joints shall be coated with tack coat as directed by the Engineer. When placing a surface course, the edge of the existing pavement shall be cut back for its full depth at transverse joints to expose a fresh surface which shall be coated with tack coat material as directed by the Engineer. Before placing the mixture against curbs, gutters, headers, manholes, etc., all contact surfaces shall be coated with tack coat.

504.03.08 Edge Drop-off. Where HMA paving is being applied to highways carrying traffic, all pavement courses exceeding 2-1/2 in. in depth shall be matched with the abutting lane or shoulder on the same working day. Where pavement courses of 2-1/2 in. or less are placed, the Contractor shall have the option of paving the abutting lane or shoulder on alternate days. The abutting lane or shoulder shall be paved regardless of the depth of pavement course prior to weekends and temporary shutdowns. When uneven pavement joints exist, the Contractor shall provide advance warning traffic control devices in conformance with the Contract Documents.

504.03.09 Tie-In. Where HMA paving is being applied to the traveled way carrying traffic, the Contractor shall construct a temporary tie-in a minimum of 4 ft in length for each 1 in. of pavement depth before traffic is allowed to cross the transverse joint.

The final tie-in shall include the removal of a transverse portion of the existing pavement to a depth so the design thickness of the final surface course is maintained. The length of the final tie-in shall be equal to the posted speed per 1 in. depth of the design thickness of the final course with a minimum length of 25 ft per 1 in. depth and a maximum length of 50 ft per 1 in. depth.

504.03.10 Sampling and Testing for Density and Mixture. Mixture sampling shall be performed before the mat is compacted. Density testing shall be performed before allowing traffic or construction equipment on the placed mat and before the placement of the next lift.

An HMA mixture compaction lot size shall equal one paving day's production per mix. A lot shall be divided into a minimum of five equal sublots. A subplot shall not be greater than 500 tons. When a paving day's production per mix is greater than 2500 tons, then each subplot size shall be 500 tons or fraction thereof.

- (a) **Compaction for Quality Control.** For compaction quality control the Contractor shall select one of the following options and indicate that selected option in their Quality Control Plan. For either option the Contractor may use a density gauge to perform additional Quality Control checks. The Contractor when using a density gauge shall perform daily validations and standard counts as recommended by the manufacturer. A log of these validations and counts shall be with the gauge at all times.



- (1) **Option A.** With this option the Contractor shall perform quality control for density of HMA mixtures by the core method. The Administration will take one random core per subplot for acceptance. The Contractor shall take one random core per subplot: this core density data shall be used in the acceptance decision based on the analysis of MSMT 733. When Contractor's core density data does not compare with the Administration's density data, only Administration's single subplot values and lot average value shall be used in the acceptance decision. The Contractor shall make quality control test data available to the Engineer no later than the beginning of the next paving day.
 - (2) **Option B.** With this option the Administration will take two random cores per subplot by the core method for acceptance. No comparison will be made with the Contractor's density gauge data and only Administration's data will be used in determining subplot average densities and lot average density for the acceptance decision.
- (b) **Mixture Sampling for Quality Control.** The Contractor shall perform quality control testing for HMA mixtures. Samples shall be obtained from hauling trucks at the plant or from the mat behind the paver. Since the evaluation criteria are based on in-place measurements, it is recommended that quality control testing be completed on samples obtained from behind the paver. Acceptance testing will be performed on behind the paver samples. If quality control testing is based on truck samples taken at the HMA plant, the Contractor shall develop appropriate correlation factors acceptable by the Engineer.
- (c) **Acceptance Testing.** For acceptance testing, both density and the mixture sampling shall be completed.
- (1) **Core method.** For the core method for acceptance, the Engineer will select at random the core sampling locations (one for Option A and two for Option B) for each subplot in conformance with MSMT 459. The Contractor shall take the cores in conformance with MSMT 458 as witnessed by the Engineer. For Option A, a minimum of five cores per day's paving per mix or one per 500 tons of paving per mix, whichever yields the higher frequency of cores, shall be taken. For Option B, a minimum of 10 cores per day's paving per mix or two per 500 tons of paving per mix, whichever yields the higher frequency of cores, shall be taken. The diameter of the cores shall be 6 in. except that a 4 in. core may be used for mixes smaller than 25 mm. The Engineer will take immediate possession of the cores after taken and deliver the cores to the Laboratory for testing.

The Engineer will note any density waivers on the daily field density forms with remarks for the waivers.

The Laboratory will test core samples in conformance with MSMT 452. The specific gravity of the core samples will be expressed as a percentage of the maximum specific gravity determined for mixture for each day's placement. When more than one mixture sample is obtained per day's placement, an average of all maximum specific gravity tests for the day will be used for the determination of percent compaction of each core sample. The Laboratory will make results of individual days paving available to the Engineer and the Contractor no later than five working days.

Option A Acceptance. For this option each HMA mixture compaction lot will be evaluated for compaction compliance (density) using the Engineer's acceptance test data and the Contractor's quality control data based on the core method. The Contractor's quality control test data for compaction for core method will be used in determining subplot



average density based on the analysis in conformance with MSMT 733 (F test and t test method). When Contractor's quality control data is used in determining average subplot density, each subplot average test data for a given lot shall be within 91.0 and 97.0 percent of maximum theoretical density with the lot average density within 92.0 to 97.0 percent of maximum theoretical density to receive 100 percent pay. When contractor's quality control data is not used in determining subplot average density based on the analysis of MSMT 733, Administration's individual subplot value will be used in determining acceptance for density. In this instance all test data for a given lot shall be within 91.0 and 97.0 percent of maximum theoretical density with the lot average density within 92.0 to 97.0 percent of maximum theoretical density to receive 100 percent pay. Pay reduction or incentive for pavement compaction lot will be in conformance with 504.04.02. The process for determining statistical outliers will be in conformance with MSMT 734.

- Option B Acceptance.** For this option each HMA mixture compaction lot will be evaluated for compaction compliance (density) using the Engineer's acceptance test data. Each subplot average test data for a given lot shall be within 91.0 and 97.0 percent of maximum theoretical density with the lot average density within 92.0 to 97.0 percent of maximum theoretical density to receive 100 percent pay. Pay reduction or incentive for pavement compaction lot will be in conformance with 504.04.02. The process for determining statistical outliers will be in conformance with MSMT 734.
- (2) **Thin Lifts.** On projects when a lift thickness is less than 3/4 in., the lift shall be tested by a density gauge only and payment for this lift will be based upon the Contractor's quality control test data. The Engineer will select test location for the density gauge in conformance with MSMT 459 and witness the Contractor's testing. The Engineer will verify the Contractor's data by testing with an Administration density gauge at random locations.
- (3) **Mixture Sampling and Testing.** An HMA mixture lot size is approximately equal to 6000 tons of a mix per project. A mix lot ends on the day when 6000 tons is reached. A mixture subplot size shall not exceed 1000 tons. A subplot size up to 200 tons can be combined with the previous 1000 ton subplot placed on the same day. A mix lot constitutes all sublots of a mix created during the production of required tonnage for a lot as defined herein. A new lot number for a mix will be given when there is a change in the approved job mix formula.

Mixture sampling shall be completed in conformance with MSMT 457, Sampling HMA Prior to Compaction. The samples shall be done randomly. The Contractor shall sample the mixture as witnessed by the Engineer. A minimum of one mixture sample per paving day per mix or one per 1000 tons of paving per mix, whichever yields a higher frequency, shall be obtained. The Engineer will take possession of the mixture sample after taken and deliver the samples to the Laboratory for testing.

The Engineer will test a minimum of three mixture samples in conformance with MSMT 735 for asphalt content, gradation, and volumetrics. The Engineer may accept quality control test data without comparing them with acceptance data based on the Contractor's past quality control and performance history.

Acceptance testing of these mixture samples will be in conformance with MSMT 735, Table 2. Mixture acceptance will be based on a composite percent within Specification limits (CMPWSL) of the lot based on asphalt content, voids total mix (VTM), percent passing No 4,



No. 8, and No. 200 sieve material for dense mixes and gap-graded mixes. The CMPWSL will be used to determine mixture pay factor in conformance with 504.04.02.

For acceptance of the HMA mixture lot, the Administration's acceptance test data for the lot will be compared with the Contractor's independent process control test data based on the analysis in conformance with MSMT 733 (F test and t test method). If the analysis indicates there is no reason to believe the results came from different populations, then the Contractor's process control and the Administration's test data will be combined for the determination of a pay factor in conformance with 504.04.02. When the analysis indicates there is a reason to believe the results came from different populations, only the Administration's acceptance test data will be used for the determination of a pay factor in accordance with 504.04.02.

504.03.11 Control Strip. The Contractor may opt to construct a control strip for guidance in determining roller patterns to achieve optimum density. When a control strip is constructed, it shall be placed on the first workday in which HMA is placed and shall be between 400 and 500 ft in length. Based on the Contractor's evaluation of the initial control strip, paving may continue at the Contractor's risk.

The Contractor will not be assessed a density pay adjustment for the amount of material required for construction of the control strips. Should the removal of any control strip be necessary, the Contractor shall remove it at no additional cost to the Administration.

The Engineer may require the Contractor to construct a control strip any time during placement of HMA based on the evaluation of compaction results.

504.03.12 Pavement Surface Checks. The Contractor shall have available, at all times, a 10 ft straightedge approved by the Engineer. After final compaction of each course, the surface of each pavement course shall be true to the established line and grade and shall be sufficiently smooth so that when tested with a 10 ft straightedge placed upon the surface parallel with the center line, the surface shall not deviate more than 1/8 in. The transverse slope of the finished surface of each course when tested with a 10 ft straightedge placed perpendicular to the center line, shall not deviate more than 3/16 in.

Transverse joints on each course shall be checked with a 10 ft straightedge immediately after the initial rolling. When the surface of each course varies more than 1/8 in. from true, the Contractor shall make immediate corrections acceptable to the Engineer so that the finished joint surface shall comply.

504.03.13 Curbs, Gutters, Etc. Where permanent curbs, gutters, edges, and other supports are planned, they shall be constructed and backfilled prior to placing the HMA, which shall then be placed and compacted against them.

504.03.14 Shoulders. Shoulders abutting the HMA surface course of any two-lane pavement that is being used by traffic shall be completed as soon as possible after completion of the surface course on that lane. Shoulder construction shall be as specified in the applicable portions of the Specifications and the Contract Documents.

504.03.15 Pavement Profile. Refer to the Pavement Surface Profile requirements specified in the Contract Documents.



504.04 MEASUREMENT AND PAYMENT. Hot Mix Asphalt Pavement will be measured and paid for at the Contract unit price per ton. The payment will be full compensation for furnishing, hauling, placing all materials including antistripping additive, tack coat, control strip, pot hole and spall repairs, setting of lines and grades where specified, and for all material, labor, equipment, tools, and incidentals necessary to complete the work.

Temporary Tie-Ins. Placement and removal of the temporary tie-in where hot mix asphalt is being applied to the traveled way carrying traffic will not be measured but the cost will be incidental to the pertinent Hot Mix Asphalt item.

Removal of the existing pavement or structure for the final tie-in will be measured and paid for at the Contract unit price for the pertinent items used. The hot mix asphalt for the final tie-in will be measured and paid for at the Contract unit price for the pertinent Hot Mix Asphalt item.

Adjustments. Adjustment of existing visible manholes, valve boxes, inlets, or other structures will not be measured but the cost will be incidental to the Hot Mix Asphalt item.

Adjustment of existing manholes, valve boxes, inlets, or other structures that are encountered below the existing grade will be considered for payment in conformance with GP-4.07.

Removal of Existing Raised/Recessed Pavement Markers. Removal of existing raised/recessed pavement markers will not be measured but the cost will be incidental to the Hot Mix Asphalt item.

Removal of existing raised/recessed pavement markers that are encountered below the existing pavement will be considered for payment in conformance with GP-4.07.

504.04.01 Price Adjustment for Asphalt Binder. An adjustment will be made to the final Contract unit price for Hot Mix Asphalt if the price of asphalt binder fluctuates significantly from the prevailing price as quoted in the Contract Documents to the date of placement. This includes HMA patching material converted to tons. The Contract unit price will be adjusted by the amount of fluctuation above 5 percent for Contracts scheduled to be paved during more than one construction season or having an estimated mix quantity of 10 000 tons or more. For Contracts completed within one construction season and having an estimated mix quantity of less than 10 000 tons, the adjustment will be based upon the amount of fluctuation above 15 percent. Only the differential percent change beyond the above noted 5 and 15 percent will be used.

For the purpose of making these calculations, a monthly price index will be maintained by the Administration. This index will be the average F.O.B. selling price of asphalt binder at the supplier's terminal in the State of Maryland.

The adjusted Contract unit price for Hot Mix Asphalt will be computed monthly by using the following formula:

$$F = (PP - Pb) / Pb \times 100$$

where:

- F = Percent price increase/decrease of asphalt binder.
- PP = Index price of asphalt binder per ton at placement date.
- Pb = Prevailing index price of asphalt binder per ton as specified in the Invitation for Bids.

Adjusted Contract unit price due Contractor when price of asphalt binder increases:



$$A = B + (D \times T \times Pb)$$

Adjusted Contract unit price due Administration when price of asphalt binder decreases:

$$A = B - (D \times T \times Pb)$$

where:

- A = Adjusted Contract unit price per ton of Hot Mix Asphalt.
- B = Contract unit price per ton of Hot Mix Asphalt.
- D = Differential percentage expressed as a decimal (F – 5 percent or F – 15 percent as defined above).
- T = Design target asphalt content expressed as a decimal.
- Pb = Prevailing index price of asphalt binder per ton as specified in the Invitation for Bids.

504.04.02 Price Adjustment for Hot Mix Asphalt Mixture and Pavement Density. A price adjustment will be made as specified in GP-5.02 when the hot mix asphalt properties or pavement density does not conform to Specifications. The Contract unit price will be adjusted for noncompliance with HMA properties and pavement density in conformance with these procedures. A pay reduction and incentive payment adjustment for pavement density will be based on individual core test data for a given lot and the lot average density as specified in this section.

Pay adjustment due to noncompliance with the density requirements and incentive pay adjustment will be made against the adjusted Contract unit price for Hot Mix Asphalt in conformance with Table 504. Price adjustment will be waived for that portion of the pavement where the Engineer determines that inadequate density is due to a poor foundation.

TABLE 504

DENSE GRADED HOT MIX ASPHALT MIXES PERCENT OF MAXIMUM DENSITY		
LOT AVERAGE	NO INDIVIDUAL SUBLLOT BELOW*	PAY FACTOR %
94.0 — 97.0	94.0	105
94.0 — 97.0	93.0	104
93.0 — 97.0	93.0	103
93.0 — 97.0	92.0	102
92.0 — 97.0	92.0	101
92.0 — 97.0	91.0	100
91.0 — 97.0	90.0	95
90.0 — 97.0	90.0	90
89.0 — 97.0	89.0	85

Less than 89.0	88.0	75.0 or rejected per Engineer
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Maryland Department of Transportation
State Highway Administration

SPECIAL PROVISIONS INSERT
504 — HOT MIX ASPHALT PAVEMENT

CONTRACT NO. ContNum

11 of 12

- Note 1: When any test data is above 97.0, additional pay reduction or reject per the Engineer.
- Note 2: Pay incentive will not be paid for wedge and leveling courses and courses with thickness less than 3/4 in.
- *Note 3: Option A - When the Contractor's core density data does not compare with the Administration's density data, only the Administration's single subplot values and lot average value will be used in acceptance decision.
- *Note 4: Option B - The average subplot values and the lot average will be used in acceptance decision.

Acceptance of a mixture lot will be in conformance with Sections 904, 915, and MSMT 735. A composite pay factor (CPF) for asphalt content, gradation, and mixture will be based on the total estimated percent of the lot that is within Specification limits as computed using the quality level analysis in conformance with MSMT 735.

The Lot payment for in-place density will be computed using the following formula:

$$LP_{ipd} = (CP) \times (DF) \times (TL)$$

where:

- LP_{ipd} = Lot payment in-place density
- CP = Contract unit price
- DF = Density pay factor from Table 504.04
- TL = Tonnage per lot.

The Lot payment for asphalt content and gradation will be computed using the following formula:

$$LP_{md} = (CP) \times (MF) \times (TL)$$

where:

- LP_{md} = Lot payment for mix design
- CP = Contract unit price
- TL = Tonnage per lot
- MF = Mixture pay factor (refer to MSMT 735 for CMPWSL):
when CMPWSL is less than 90 %, MF = 55 + 0.5 CMPWSL
when CMPWSL is greater than or equal to 90 %, MF = 100

An in-place density lot containing material with a pay factor of less than 1.0 may be accepted at the reduced pay factor, provided the pay factor for density is at least 0.85 and there are no isolated defects identified by the Engineer.

A mixture lot containing material with a pay factor of less than 1.0 may be accepted at the reduced pay factor, provided the composite pay factor for asphalt content and grading is at least 0.75 and there are no isolated defects identified by the Engineer.

An in-place density lot containing nonconforming material that fails to obtain at least a 0.85 pay factor and a mixture lot containing nonconforming material that fails to obtain at least 0.75 pay factor for asphalt content and

gradation, will be evaluated by the Engineer to determine its acceptance. When the Engineer determines to reject a lot, the lot shall be replaced at no additional cost to the Administration.



When less than five acceptance samples per in-place density lot have been obtained, the lot will not be evaluated for incentive payment.

When less than three mix samples have been obtained at the time of the acceptance sampling or at the time a lot is terminated, the Engineer will determine if the material in a shortened lot will be considered a part of a the previous lot, or will be accepted based on the individual test data.

504.04.03 Control Strip Price Adjustment. The cost of the control strip, if constructed, will not be measured but the cost will be incidental to the pertinent Hot Mix Asphalt item.

504.04.04 Dispute Resolution. Refer to 915.02.01, Responsibilities of the Administration, (e).

504.04.05 Asphalt Cement Price Index. The prevailing base price of PG 64-22 Asphalt Cement during the month of Advertisement for this project as determined by the SHA is \$_____ per ton. When a grade other than PG-22 is specified by the Contract Documents, the cost differential, if any, must be reflected in the price bid per ton for Hot Mix Asphalt.

Item 202 - MSHA Section 505 –6-inch Depth Street Patches

Description 505.01

Materials 505.02

Superpave HMA base 19mm, PG 64-22

Construction 505.03

Measurement and Payment 505.04

ADD: 6-inch Depth Street Patch will be paid for at the Contract unit price per square yard.

Item 203 - MSHA Section 508 – 0 to 2-inch Milling

Description 508.01

ADD: The contractor shall be responsible for posting streets 48-hours prior to the beginning of work and the repositioning and restoring all motor vehicles obstructing the work area. The posting of streets prior to work, the repositioning and restoring all motor vehicles obstructing the work area shall not be measured or compensated for under any stipulated pay item, but the cost will be incidental to this item.

Materials 508.02

Construction 508.03

Measurement and Payment 508.04

Item 204 - MSHA Section 501 – 6-inch Aggregate Base Course

Description 501.01

Graded Aggregate for Base Course

Materials 501.02

Construction 501.03

Measurement and Payment 501.04

Item 205 - Adjust Sewer Manhole to Finished Grade (down 6 inches, up 12 inches)

Description

This item is for the adjustment of an existing WSSC sewer manhole, including frame and cover, to finished grade at locations on the attached sketches or as directed by the Engineer.

Construction

The work involved will be the removal and storage of the frame and cover and the adjustment of the manhole by either removal or addition of brick masonry to bring the structure to finished grade. The frame and cover will be replaced in conformance with WSSC Standard Detail s/1.0 and WSSC Specifications Section 02730. Should a frame and/or cover be damaged or broken, it shall be replaced in kind by the Contractor at no additional compensation.

Measurement and Payment

Adjust Sewer Manhole to Finished Grade (down 6 inches, up 12 inches) will be measured on an each basis. Price bid, on and each basis, shall be full compensation for the removal and stockpiling of the existing frame and cover, disposal and removal or addition of brick masonry, the resetting to finished grade of the manhole frame and cover, excavation, backfill, compaction, labor, materials, equipment, and all incidentals necessary to complete the work as specified and directed.

Note: No payment will be considered for this item should the finished product (frame and cover) deviate from the finished pavement grade more than 1/8-inch in any direction.

Item 206 - Adjust Water Valve Box to Finished Grade

Description

This item is for the adjustment of a WSSC water valve box to finished grade at locations on the attached sketches or as directed by the Engineer.

Construction

The resetting of the valve box shall be in accordance with WSSC Standard Detail W/2.1 and WSSC Specification 02660. Should any of the component parts of the box be damaged or broken, such as, valve box covers, flanges, etc., new parts shall be furnished and installed by the contractor.

No copper or pipe work will be involved. Full depth bituminous concrete patches, including dense graded aggregate base when indicated by the typical section, will be used in lieu of concrete.

Measurement and Payment

Adjust Water Valve Box to Finished Grade will be measured on an each basis. Price bid, on and each basis, shall be full compensation for saw cutting existing pavement, complete excavation of the valve housing, replacement of damaged or broken parts, resetting the housing on 1-inch by 6-inch treated oak board to finished grade, backfilling and compacting the excavation with a select backfill material (crusher run or approved equal) to subgrade, and backfilling the remaining portion of the housing operations progress. Also included will all labor, materials, including paving patch and select backfill, equipment, and all incidentals necessary to complete the work as specified and directed.

Note: No payment will be considered for this item should the finished product (valve box and cover) deviate more than 1/8-inch in any direction from finished pavement grade and no more than 1/4-inch from finished earth grade.

Item 207 - Protective Non Woven Membrane for Prevention of Reflective Cracking and Sealing

Description

This item provides for sealing and crack protection in Hot Mix Asphalt overlay. The membrane shall be a non-woven polypropylene fabric (AMOCO's Petromat Style No. 4597) as manufactured by Amoco Fabric and Fibers Corp., 75 Parkway, Atlanta, Georgia 30339, telephone number 1-800-445-7732. Other manufacturers material may be submitted for approval. The fabric shall be installed at the locations directed by the City Engineer.

Construction

The fabric shall be non-woven polypropylene fabric weighing 4.6 ounces per square yard as manufactured by Amoco Fabric and Fiber Corporation (ASTM D-3776) typical. The fabric shall also meet the following physical properties:

Thickness 40 mills ASTM-D-177 typical,

Tensile strength 120 pounds ADTM D-4632 typical,

Elongation 50% ASTM D-4632 typical,

Puncture strength 75 pounds ASTM D-4833 typical,

Mullen burst strength 230 PSI, ASTM D-3786 typical, and

Asphalt retention 0.25 gal/sq. yd. typical.

The asphalt sealant shall be asphalt cement grade by viscosity at 60 degrees centigrade (original asphalt) AC-10 for temperatures below 55 degrees Fahrenheit. (Liquid asphalt ASTM-D-946-76). Emulsified asphalt will not be permitted.

The contractor shall be responsible for posting streets 48-hours prior to the beginning of work and repositioning and restoring all motor vehicles obstructing the work area.

1. Site Preparation

The surface on which the fabric is to be placed shall be clean, dry and free of dirt, water and vegetation, cracks between 1/4 inch and wider shall be cleaned out and filled with an asphalt emulsion slurry, a light grade of emulsified asphalt mixed with fine sand or repaired by any other method approved by the Engineer. Large cracks and potholes shall be filled to their depth with hot mix.

2. Tack Coat

Prior to the installation of the fabric a liquid asphalt must be applied to the prepared surface. The rate of tack coat will depend on porosity of the existing pavement. The normal range for the fabric will be from 0.20 gallons/sq-yard of residual asphalt. For this work either AC-10 or AC-20 or equal must be used (depending upon the temperature.

To maintain the specified tack rate, a calibrated distributor truck will be required for all areas where a truck is usable. For areas inaccessible to a truck a hand spray will be permitted. The application temperature for tack must be high enough to assure uniform distribution (300 F to 352 F for grade AC-20). The width of the distribution should be 6-inches wider than the width of the fabric being placed.

NOTE: On streets in this project the fabric will be placed on small areas as well as very large and continuous areas.

Installation of Petromat Fabric

For small areas (1500 linear feet or less) hand held fabric installation units consisting of adjustable disc-type fabric tensions may be used. The unit may be mounted on the front bucket of a tractor or backhoe.

NOTE: Distributors and/or fabric installation units for both large and small jobs are readily available from various manufacturers.

Pavement brush pressure should be light without bending the bristles excessively. The brushes need only touch the pavement at the middle of the unit and be elevated 1/4-inch on the ends. Driving the vehicles straight with as few steering deviations as possible will assure a vertically wrinkly-free installation. Turns should be made gradually. Hand brooming will eliminate any small wrinkles. For large wrinkles, those having a length of

one (1) inch or greater, the fabric should be cut and overlapped in the direction of the paving operation. The transverse fabric joints should be overlapped 4" to 6". Longitudinal joints should be overlapped two (2) inches to four (4) inches. Additional tack coat must be applied to the joints to assure proper bonding. Standard pavement operations should immediately follow the fabric installation.

Improper lay-down and installation creating severe wrinkling of the material must be repaired prior to the construction of the overlay, failure to take precautions and repair the affected areas shall be due cause for rejection of the areas in question. No measurement or payment will be made for improperly installed materials.

Fabric installation shall be coordinated with the asphalt operation so that all fabric shall be covered at the end of each working day. The flow of vehicular traffic on installed membrane shall be held to an absolute minimum.

3. Storage

Rolls of fabric should be stored in a dry place. When outdoor storage is required, the rolls should be elevated with a tarp. If exposed to moisture a roll of fabric can absorb three (3) times its dry weight.

HOT MIX OVERLAY

Placement of the hot mix overlay shall immediately follow fabric installation. In the event that the sealant bleeds through the fabric before the hot mix is placed, it may be necessary to blot the sealant by spreading sand or hot mix over the affected areas. This will prevent any tendency for construction equipment to pick up the fabric when driving over it.

Most satisfactory lay down of the hot mix can be accomplished at temperatures below 300 degrees Fahrenheit. Turning of asphalt trucks, vehicles and the paver should be gradual to avoid movement or damage to the membrane.

Measurement and Payment

The square yards measured in place shall be full compensation for this item and shall include the cleaning of the streets, repairing all cracks, furnishing of the fabric and sealant, all tools, equipment, labor and incidentals necessary to satisfactorily place the fabric as directed by the manufacturer and Engineer.

NOTE: A manufacturer's certificate of certification must accompany each roll of fabric delivered to the job site

C. SUBSIDIARY OBLIGATIONS

1. SANITARY PROVISIONS

An adequate number of temporary toilets with proper enclosures as necessary for use of workmen during construction shall be provided and maintained by the Contractor. Toilets are to be located where directed. Toilets shall be kept clean and comply with all local and state health requirements and sanitary regulations. Toilet facilities shall be of the prefabricated chemical type unless otherwise indicated.

2. PROVIDING & POSTING “NO PARKING” SIGNS

The Contractor shall provide all necessary limited and no parking signs for the Project, which must be approved by the Project Manager at least five (5) days before the start of any work requiring the use of such signs. Upon approval, the Contractor shall deliver said signs, at least five days prior beginning the work, to the City for posting by City personnel. A vehicle may be towed or otherwise moved only upon the written order of City personnel.

3. PUBLIC SAFETY AND CONVENIENCE

The Contractor shall so conduct his work at all times as to insure the least possible obstruction of vehicular and pedestrian traffic. The convenience of the general public and the residents of the Town and the protection of persons and property are of prime importance and shall be provided for by the Contractor in an adequate and satisfactory manner as specified by the Project Manager. At all times, residents contiguous to the construction area shall be allowed access to their homes.

4. BARRICADES AND WARNING SIGNS

a. The Contractor shall, at his expense, provide, erect and maintain at all times during the progress or the temporary suspension of the Work, suitable barricades, fences, signs, or other adequate protection, and shall provide, keep and maintain such danger lights, signals, and watchmen as may be necessary or as may be ordered by the Project Manager, to insure the safety of the public as well as those engaged in connection with the Work.

b. Traffic control devices shall conform in every respect to the requirements of the Maryland Manual of Traffic Controls for Highway Construction and Maintenance Operations, as amended, and the Manual on Uniform Traffic

Control Devices for Streets and Highways, Department of Transportation/FHA, 2009, as amended.

5. ACCIDENT PREVENTION

Precautions shall be exercised at all times for the protection of persons and property. The safety provisions of all applicable laws, and building and construction codes shall be observed. Machinery and equipment and other hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, and the American Standard Safety Code for Building Construction, to the extent that such provisions are not inconsistent with applicable law or regulation.

D. SECTION NOT APPLICABLE

E. PERMITS

All permits necessary to construct the Project shall be obtained by the Contractor.

F. APPROVAL BY THE CITY OF COLLEGE PARK

It is expressly understood and agreed that the selection of the Contractor, and any Sub-Contractor, and acceptance of the Agreement for construction of the Project, is subject to the prior approval of the Mayor & Council of the City of College Park. The City may for any reason deemed to be in its best interest decide not to award the bid and/or to enter into an Agreement for construction of the Project.

G. EMPLOYMENT AGENCY

For purposes of seeking qualified employees for the project, the Contractor may utilize the following agency:

Department of Labor Licensing and Regulation
Division of Employment Training
9829 Rhode Island Avenue
College Park, MD 20740

H. MEETINGS

The Contractor, or designated Supervisor, shall be available to meet with the Project Manager, and any State, County or City or Commission representative on an as-necessary basis.

I. GUARANTEE OF UNIT PRICE

The unit prices in the Contract shall be guaranteed by the Contractor for up to and until the completion of the project.

J. CONSTRUCTION SCHEDULE

The Contractor shall prepare a schedule of procedure and sequence of construction that shall be submitted within seven days after the Contract is signed by the Contractor, which must be approved by the Project Manager and/or Construction Manager. This schedule shall be reviewed periodically and adjusted as necessary.

K. WAIVER OF LIENS

The Contractor shall provide a signed, notarized waiver of liens to the Project Manager and/or Construction Manager upon completion of the work, which shall state that all liens have been fully paid.

L. INTERIM AND FINAL INSPECTIONS

Upon completion of the work, or various phases of the work, as appropriate, the Project Manager and / or Construction Manager, in conjunction with any required governmental inspector, as necessary, will inspect the completed project or part thereof, and if deficiencies are present, shall so inform the Contractor, who shall have all said deficiencies corrected. The Contractor shall provide written certification that streets and rights of way are on grade. The Contractor is responsible for ensuring that all necessary inspections are scheduled and performed by the appropriate individual and/or agency. The Project Manager and / or Construction Manager shall be notified immediately of any adverse or unexpected conditions located in the field in order to allow for inspection before further action is taken or work performed in that area.

M. UTILITIES

The Contractor is responsible for locating all utilities in the field, and for appropriate and timely notice of intent to perform work to all utilities involved. The Contractor shall coordinate the work, including all adjustments, with all utilities in the area. All adjustments of utilities shall be performed at the Contractor's expense. The Contractor shall ensure that all work involving any utility shall be inspected, approved, and accepted by that utility. Damage caused to existing facilities by the Contractor's operations shall be repaired or replaced at Contractor's expense to the utility's acceptance.

N. WORK RECORDS

The Contractor is responsible for maintaining all records necessary to demonstrate the cost, in terms of labor and materials, and for providing a final accounting of costs, of all

phases of this Contract, as required by the City. This project is subject to audit by the City. The Contractor agrees to make all of its records available to the City upon request.

O. SECTION NOT APPLICABLE

P. CONTRACT DOCUMENTS

The Contract Agreement and the following enumerated documents form the contract:

Request for Proposals
Bid or Proposal Forms and Affidavits
General Provisions
Special Provisions
Addenda
Permits
Bid Bond
Labor Standards and Wage Rates
Performance Bond
Labor and Materials Bond
Other Documents Contained within the Bid Specifications
Certifications and Affirmations Required by the City
Stormwater Management
Standard Details for Stormwater Management Construction, DER, Prince George's County
Maryland SHA Manual of Traffic Controls for Highway Construction and Maintenance Operation.
Manual on Uniform Traffic Control Devices for Streets and Highways
WSSC Standard Details for Construction
WSSC General Conditions and Standard Specifications
Prince George's County Department of Public Work's Transportation Standard Details
Maryland Department of Transportation, SHA, Standard Specifications for Construction and Materials
M.S.H.A. Book of Standard Details
CDBG Program General Conditions for Operating Agencies and Third Party Contractors
Minority Business Enterprise requirements

Q. SECTION NOT APPLICABLE

BID PROPOSAL FORM

CITY OF COLLEGE PARK
Department of Finance
4500 Knox Road
College Park, MD 20740

BID DUE DATE: May 26, 2016
TIME: 2:00 p.m.
BID NUMBER: RFP CP-17-01

(to be filled out by bidding company)

hereby submits the following proposal for the **Miscellaneous Concrete Maintenance and Asphalt Resurfacing Contract, RFP CP-17-01**. Having carefully examined the Request for Bid Proposals, Instructions to Bidders, the General Provisions, Special Provisions, the Plans and Specifications, the proposed Contract and **Addenda Numbered** _____ (complete if any addenda were issued, or enter "None"), and having received clarification on all items of conflict or upon which any doubt arose, and understanding that all unit prices bid will remain in effect throughout the term of the contract, whether completed at one time or in interrupted phases, the undersigned proposes to furnish all labor, equipment, materials, etc., required by the documents for the entire work, all in strict accordance with the contract documents, for the stipulated sum of:

Concrete Maintenance and Asphalt Resurfacing Contract PROPOSAL

(Written)

\$

(Figures)

SPECIAL TERMS AND CONDITIONS:

- A. Failure to properly and completely fill in all blanks may be cause for rejection of this proposal.
- B. It is understood that the proposal price will be firm for a time period of one hundred twenty (120) calendar days from the proposal opening date, and that, if the undersigned is notified of acceptance of this proposal within this time period, the Bidder shall execute a contract for the above stated compensation. The contract is a one-year contract that expires four months after notice to proceed. The City reserves the right to extend this contract for an additional amount of time, if necessary.
- C. Should the Contractor fail to complete the work within the time specified, the Contractor shall reimburse the Owner for any extra administrative and inspection costs necessitated by the continuance of the work beyond the time herein specified for completion. Such extra administrative costs charged to the Contractor as hereby agreed to in no way constitutes a penalty, but said costs represent additional expense to the Owner caused by delayed prosecution of the work by the Contractor. Such additional expense will be deducted from the monies due the Contractor at the time of final payment, recognizing any extensions of time granted by the Owner as herein provided in the Special Terms and Conditions.
- D. The expenses for extra administration and inspection will be:

\$100.00 per calendar day

Payment of the Owner’s expenses as set forth herein shall be in addition to the Contractor’s obligation as set forth in any other section hereof.
- E. Accompanying the Proposal is a fully executed bid bond security in the amount of 5% of the total bid amount. Bid bonds, except those of the top three Bidders, will be returned after the related contract has been executed.
- F. In submitting this bid, the Bidder certifies that the Bidder:
 - 1. Currently complies with the conditions of § 69-6 “Equal Benefits” of the City Code, (available from the City’s website at www.collegeparkmd.gov under the Government tab) by providing equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners; or
 - 2. Will comply with the conditions of § 69-6 at time of contract award; or
 - 3. Is not required to comply with the conditions of § 69-6 because of allowable exemption.
- G. In submitting this bid, the Bidder certifies that the Bidder does not discriminate on the basis of race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental

disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work.

H. The prices shall be stated in both words and figures.

Construction Firm License No.

Date Issued

Place of Issuance

Federal Employer Identification Number

Name of Bidder

Authorized Signature

Printed Name and Title of Individual Authorized to Bind Bidder

How did you learn about this RFP?

City Staff

eMaryland Marketplace

findrfp.com

Other (please specify): _____

TO BE SUBMITTED WITH BID

RFP CP-17-01
UNIT PRICE SCHEDULES

**SCHEDULE OF PRICES
FOR
Concrete and Asphalt Maintenance Proposal RFP CP-17-01**
The City reserves the right increase or decrease approximate unit quantities without affecting the price

Item No.	Approximate Quantities	Description of Items and Price Bid (In Written Words)	Unit Price	Amount
100	5,000	SQUARE FEET OF--REMOVE AND REPLACE 4-INCH SIDEWALK AT _____ PER SQ. FT.	_____	_____
101	5,000	SQUARE FEET OF --REMOVE AND REPLACE CONCRETE APRON AT _____ PER SQ. FT.	_____	_____
102	7,000	LINEAR FEET OF --REMOVE AND REPLACE CONCRETE CURB AND COMBINATION CONCRETE CURB AND GUTTER AT _____ PER LIN. FT.	_____	_____
103	200	SQUARE YARDS ---REMOVE AND REPLACE CONCRETE SWALE AT _____ PER SQ. YD.	_____	_____
104	1,000	LINEAR FEET OF --8-INCH PVC CIRCULAR PIPE UNDERDRAIN AT _____ PER LIN. FT.	_____	_____
105	0	CUBIC YARDS OF CONTINGENT AGGREGATE BACKFILL AT _____ PER CU. CY.	_____	_____
106	400	SQUARE YARDS OF HOT MIX SUPERPAVE FOR FULL DEPTH PATCH AT _____ SQ. YD	_____	_____
107	10	EACH OF --FLAT TOP SPEED HUMP AT _____ EACH	_____	_____
108	10	EACH OF WATTS PROFILE SPEED HUMP AT _____ EACH	_____	_____

**SCHEDULE OF PRICES
FOR
Concrete and Asphalt Maintenance Proposal RFP CP-17-01**
The City reserves the right increase or decrease approximate unit quantities without affecting the price

Item No.	Approximate Quantities	Description of Items and Price Bid (In Written Words)	Unit Price	Amount
109	600	SQUARE FEET OF REMOVE AND REPLACE CONCRETE PAVERS SIDEWALKS AND MEDIANS AT _____ PER SQ. FT.	_____	_____
110	400	LINEAR FEET OF SAW CUTTING AT _____ PER LF.	_____	_____
200	1,300	TONS OF 2 INCH HOT MIX ASPHALT 9.5MM FOR SURFACE PG 64-22 AT _____ PER TON	_____	_____
201	100	TONS OF 4 INCH HOT MIX ASPHALT 19.0MM FOR BASE PG 64-22 AT _____ PER TON	_____	_____
202	15,000	SQUARE YARDS OF GRINDING HOT MIX ASPHALT PAVEMENT 0 TO 2 INCHES AT _____ SQ. YD	_____	_____
203	0	SQUARE YARDS OF 6 INCH GRADED AGGREGATE BASE COURSE AT _____ SQ. YD	_____	_____

SCHEDULE OF PRICES

FOR

Concrete and Asphalt Maintenance Proposal RFP CP-17-01

The City reserves the right increase or decrease approximate unit quantities without affecting the price

Item No.	Approximate Quantities	Description of Items and Price Bid (In Written Words)	Unit Price	Amount
204	7	EACH OF-ADJUST SEWER MANHOLE TO FINISH GRADE AT _____ EACH	_____	_____
205	7	EACH OF-ADJUST WATER VALVE BOX TO FINISH GRADE AT _____ EACH	_____	_____
206	15,000	SQUARE YARDS OF PROTECTIVE NON WOVEN MEMBRANE AT _____ SQ. YD	_____	_____

SCHEDULE OF PRICES

FOR

Concrete and Asphalt Maintenance Proposal RFP CP-17-01

The City reserves the right increase or decrease approximate unit quantities without affecting the price

Item No.	Approximate Quantities	Description of Items and Price Bid (In Written Words)	Unit Price	Amount
		(Using Items 100 -110 and 200 – 206)	Total Bid	
Total Bid			_____ Dollars	_____ Cents
		END OF PROPOSAL		

TO BE SUBMITTED WITH BID

RFP CP-17-01
CERTIFICATE OF REGISTRATION

- A. Bidders are required to show evidence of a Certificate of Registration before the bid may be received and considered on a general contract or subcontract of \$20,000.00 or more. The Bidder shall place on the outside of the envelope containing his bid and in his bid over his signature the following notation: “Registered Maryland Contractor No. _____” as well as providing this information on this form.

- B. An opinion by the Attorney General has granted an exemption to all properly qualified non-resident corporations as well as to resident General Contractors and Subcontractors. These firms need merely apply for an Exemption Certificate in order to meet the requirements of the law. Individuals, firms, partnerships and associations are required to qualify by application and submission of a financial statement. Bids on Federal projects are exempt under the law.

- C. The Bidder shall provide its Federal Employer Identification Number.

Federal EIN Number: _____

TO BE SUBMITTED WITH BID

**RFP CP-17-01
NON-COLLUSION AFFIDAVIT**

The following affidavit is attached hereto and made a part thereof.

STATE OF _____)

ss:

CITY/COUNTY OF _____)

_____ being first duly sworn, deposes and say: That he/she
(name of affiant)

is the _____
(Title)

of _____
(Name of Corporation)

(or a partner of _____).
(Name of Partnership)

The party making the foregoing Bid; that (he has not) (no officer of the said Corporation has) (no member of the said Partnership has) nor has any person, Firm or corporation acting on (his) (its) (their) behalf, agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the Bid being submitted herewith; and that (he) (the said Corporation) (the said Partnership) has not in any manner, directly or indirectly entered into any Agreement, participated in any Collusion to fix the Bid Price of the Bidder herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the within Bid is submitted; that in making this Affidavit, the Affiant represents that he/she has personal knowledge of the matters and facts herein stated. I HEREBY CERTIFY UNDER THE PENALTIES OF PERJURY THAT THE FOREGOING IS TRUE TO THE BEST OF MY KNOWLEDGE AND INFORMATION

(SEAL)

To be signed by Bidder, if the Bidder is an Individual, or by a *Partner*, if the Bidder is a Partnership, or by a duly authorized Officer, if the Bidder is a Corporation

TO BE SUBMITTED WITH BID

**RFP CP-17-01
FALSE PRETENSES AFFIDAVIT**

I, _____, the undersigned,
(Name)

_____ of _____
(Office Held) (Name of Business Entity)

first being duly sworn and under oath, say and affirm this ___ day of _____, 2016, that I
hold the aforementioned office in

(Name of Business Entity)

I FURTHER DECLARE AND AFFIRM that neither I, nor to the best of my knowledge, information and belief, the above Firm nor any Officer, Director, Partner, Member or Associate of the above Firm, nor any of its Employees directly involved in obtaining Contracts with the City, has been convicted of False Pretenses, attempted False Pretense or conspiracy to commit False Pretenses under the laws of any state or federal government based upon acts committed after July 1, 1981. I HEREBY CERTIFY UNDER THE PENALTIES OF PERJURY THAT THE FOREGOING IS TRUE TO THE BEST OF MY KNOWLEDGE AND INFORMATION.

(Signature)

_____, Affiant

RFP CP-17-01
AFFIDAVIT OF NON-CONVICTION

I hereby affirm that:

- (1) I am the _____ (Title) and duly authorized representative of _____ (Name of Business Entity) whose address is _____ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.
- (2) Except as described in Paragraph 6 below, neither I nor the above firm nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted, or in an official investigation or other proceeding admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery or conspiracy to bribe under the provisions of Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported); and
- (3) Except as described in Paragraph 6 below, neither I nor the above firm nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted under a State or federal law or statute of any offense enumerated in §16-203 of the State Finance and Procurement Article; and
- (4) Except as described in Paragraph 6 below, neither I nor the above firm nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been found civilly liable under a State or federal antitrust statute as provided in §16-203 of the State Finance and Procurement Article.
- (5) Except as described in Paragraph 6 below, neither I nor the above firm nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees who will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction have debarred or suspended under this subtitle
- (6) State “none” or, as appropriate, list any conviction, plea or admission described in Paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any.

I acknowledge that this affidavit is to be furnished, where appropriate, to the City of College Park, Maryland, under Section 16-311 of the State of Maryland Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this

affidavit are not true and correct, the City may terminate any contract awarded and take any other appropriate actions. I further acknowledge that I am executing this affidavit in compliance with Section 16-309 of the State Finance and Procurement Article of the Annotated Code of Maryland, which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

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

Signature

Printed Name _____

Date _____

TO BE SUBMITTED WITH BID

**RFP CP-17-01
BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

that we, _____ as Principal, hereinafter called the Principal, and _____ a corporation duly organized under the laws of the State of _____, as Surety, hereinafter called the Surety, are held and firmly bond unto City of College Park, hereinafter called "City", for the sum of _____, for the payment of which sum, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

Miscellaneous Concrete Maintenance and Asphalt Resurfacing

NOW, THEREFORE, if the Principal, upon acceptance by the City of its bid identified above, within the period specified herein for acceptance, being 120 days if no period is otherwise specified, shall execute such further contractual documents, if any, and give such bond(s), as may be required by the terms of the bid as accepted within the time specified, being ten (10) days if no period is otherwise specified, after receipt of the forms, or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the City for any cost of procuring the work which exceeds the amount of its bid, then the above obligation shall be void and of no effect.

The Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the City, notice of which extension(s) to the Surety being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than 120 calendar days in addition to the period originally allowed for acceptance of the bid.

In Presence of:

WITNESS:

Individual Principal

_____ (SEAL)

Co-partnership Principal

(Name of Co-Partnership)

WITNESS:

By: _____ (SEAL)

By: _____ (SEAL)

By: _____ (SEAL)

Corporate Principal

(Name of Corporation)

Attest:

Corporate Secretary

By: _____

Title _____

AFFIX
CORPORATE
SEAL

SURETY _____
Name of company

Attest:

By: _____

Title: _____

CORPORATE ACKNOWLEDGEMENT – Signing Bond

STATE OF MARYLAND) ss:
CITY/COUNTY OF _____) :

On this _____ day of _____, 2012, before me, the undersigned notary public, personally appeared _____, (Corporate Secretary or other Officer) and acknowledged as follows:

That he/she is the _____ of the _____ (Title) _____, a corporation in good standing in the State of _____ (Name of Corporation) Maryland and named as Principal in the attached instrument;

That _____ as _____ of said corporation, being so authorized, did sign the foregoing instrument on behalf of the Principal;

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

_____ (Name)	_____ (Title)
_____ (Name)	_____ (Title)
_____ (Name)	_____ (Title)

and that said acknowledgement of the said instrument is the free act and deed of the said corporation.

(SEAL)

Notary Public

TO BE SUBMITTED WITH BID

RFP CP-17-01
CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

IMPORTANT

This questionnaire is intended as a basis for establishing the qualifications of Contractors for undertaking this Project and working under the jurisdiction of the City of College Park, Maryland.

1. GENERAL

(a) Legal Title and Address of Contracting Organization

Telephone: _____ FAX: _____

E-mail: _____

(b) Name of Contractor's Representative, Title and Address

(c) Check one:

- _____ Corporation
_____ Partnership
_____ Individual

Name and Address of your Bonding Company:

CIRCLE BELOW WHETHER:

Union
Non Union
Open Shop

(d) If a Corporation - State:

Capital Paid in Cash \$ _____ Date of Incorporation _____

State in which Incorporated _____

Name and Title of Principal Officers	Date of Assuming Position	Address	Phone Number
---	------------------------------	---------	--------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(e) If Partnership - State:

Date of Organization _____ Nature of Partnership (General, Limited or Association)

Names and Addresses of Partners:	Phone Number	Age
----------------------------------	--------------	-----

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(f) If Individual - State:

Full Name, Address, and Phone Number of Owner _____

(g) List major items of equipment fully owned by organization, giving approximate value and age. (If not fully owned, so state.) _____

(h) Is any member of your organization employed by the State of Maryland, any County or municipal corporation in Maryland, a member of any State Institution's Board of Managers or Trustees, or in any way officially connected with the State, County or Local Governments? If yes, explain.

(i) Give name and date about any site development project you have failed to complete (use separate sheet if necessary). _____

(j) Has your organization ever been party to any criminal litigation as a result of services rendered, regarding work performance, methods, costs, etc? If yes, explain. _____

2. **FINANCIAL**

(a) Give value of all construction equipment fully owned by your organization.

(b) Give value of total assets of organization (including equipment value in 2a above). _____

(c) Give value of total liabilities of organization.

(d) Give total contract value of work accomplished by, or pending award to your organization. __

(e) Give contract value of work presently being accomplished by, or pending award to your organization. _____

(f) Give value of any judgments or liens outstanding against your organization. _____

(g) Has any Bonding Company refused to write or issue a bond for you on any construction work? _____ If yes - Explain. _____

(h) Give maximum value of contract work for which you could obtain a bond. _____

(i) 1. What is the money value of the largest project accomplished by your Organization? __

2. Maximum value in last three (3) years. _____

3. Maximum value you prefer to undertake. _____

4. Price range of work your organization is deemed best adapted to undertake. _____

(j) Is your organization licensed in the State of Maryland for the current year? _____

The above statements are certified to be true and accurate.

DATED at _____ this ____ day of _____, 2016.

By _____

(Signature)

(Title of Person Signing)

STATE OF

CITY/COUNTY OF _____, ss:

_____, being duly sworn states that he/she is the

_____ of _____ and that he/she is duly

authorized to execute this document on behalf of _____ this
day of _____, 2016.

Notary Public

My commission expires: _____

TO BE SUBMITTED WITH BID

**RFP CP-17-01
REFERENCES**

List up to six (6) projects--include the following information:

1. _____
Name of Project

Physical Address, including City and State

Point of Contact, including address and phone number

Brief description of project

Percentage of work forces participating on project: _____

Construction value: _____

2. _____
Name of Project

Physical Address, including City and State

Point of Contact including address and phone number

Brief description of project

Percentage of work forces participating on project: _____

Construction value: _____

3.

Name of Project

Physical Address, including City and State

Point of Contact including address and phone number

Brief description of project

Percentage of work forces participating on project: _____

Construction value: _____

4.

Name of Project

Physical Address, including City and State

Point of Contact including address and phone number

Brief description of project

Percentage of work forces participating on project: _____

Construction value: _____

5.

Name of Project

Physical Address, including City and State

Point of Contact including address and phone number

Brief description of project

Percentage of work forces participating on project: _____

Construction value: _____

6.

Name of Project

Physical Address, including City and State

Point of Contact including address and phone number

Brief description of project

Percentage of work forces participating on project: _____

Construction value: _____

TO BE SUBMITTED WITH BID

Fair Labor Standards Act

CERTIFICATION OF ASSURANCE OF COMPLIANCE REGARDING FAIR LABOR STANDARDS ACT

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

Certification of Bidder

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

Handwritten Signature of Authorized Principal(s)

Name: _____

Title: _____

Name of Firm/Partnership/Corporation:

Date: _____

TO BE SUBMITTED WITH BID

Equal Employment Opportunity

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Project number: CP-17-01

GENERAL

In accordance with Executive Order 11246 (30 F.R. 12319-25), the **implementing rules** and regulations thereof, and orders of the Secretary of Labor, a certification regarding equal opportunity is required of bidders or prospective contractors and their proposed subcontractors prior to the award of contracts or subcontractors.

CERTIFICATION OF BIDDER

Bidder's Name _____

Address _____

Telephone Number _____

IRS Employer Identification Number (EIN) _____

1. Participation in a previous contract or subcontract.
 - a. Bidder has developed and has on file, at each establishment, affirmative action programs pursuant to 41 CFR Chapter 60-2....
 - b. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause...
 - c. Compliance Reports were required to be filed in connection with such contract or subcontract...
 - d. Bidder has filed all compliance reports required by Executive Orders 10925, 11114, 11246 or by regulations of the Equal Employment Opportunity Commission issued pursuant to Title VII of the Civil Rights Act of 1964.....
 - e. If answer to item "c" is "No", please explain in detail on reverse side of this certification.

2. Dollar amount of Bid \$ _____

3. Estimated Starting Date _____

4. Estimated Completion Date _____
5. Expected total number of employees who will perform the proposed construction _____
6. Geographical area in which contract is to be performed. _____

7. Non-segregated Facilities:

a. Notice to Prospective Federally-Assisted Construction Contractors

(1) A Certification of Nonsegregated Facilities as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor must be submitted to the recipient prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

(2) Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause:

b. Notice to Prospective Subcontractors of Requirements for Certification of Non-segregated Facilities.

(1) A certification of Nonsegregated Facilities, as required by the May 9, 1967, Order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, shall be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause

c. Certification of Non-segregated Facilities

The federally-assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunities Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, transportation and housing

facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit or local custom, or otherwise. The federally-assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he will retain the duplicate of such certifications **in his files**. The contractor **will include** the original in his bid package.

8. Race or ethnic group designation of bidder. Enter race or ethnic group in the appropriate box:

<input type="checkbox"/> African American (Black Americans)	<input type="checkbox"/> Hispanic American
<input type="checkbox"/> Asian American	<input type="checkbox"/> Female
<input type="checkbox"/> White (Other than Spanish American)	

REMARKS:

Certification – The information above is true and complete to the best of my knowledge and belief.

Name and Title of Signer (Please Type)

Signature

Date

TO BE SUBMITTED WITH BID

**PRINCE GEORGE'S COUNTY
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
MINORITY BUSINESS ENTERPRISE PARTICIPATION STATEMENT**

With respect to _____ project, hereinafter referred to as the "Project," I hereby certify that I am the _____ (Title) and duly authorized representative of _____ (name of firm), whose address is _____ and that all statements made herein are on such firm's behalf.

I understand and subscribe to the following statement of policy and regulatory applications:

Basic Understanding and Certifications

(A) POLICY

It is the Policy of Prince George's County, Maryland that Minority Business Enterprise (MBEs) as defined in Section 10A-101(a)(26) of the Prince George's County Code shall have the maximum opportunity to participate in the performance of contracts on the Project. Consequently, the MBE requirements of Section 10A-101(a)(27) and applicable administrative procedures of the Prince George's County Code apply to the _____ Project.

(B) MBE OBLIGATION

I agree to ensure that Minority Business Enterprises, as defined in Section 10A-101(a)(26) of the Prince George's County Code, have the maximum opportunity to participate in this Project. In this regard I shall take all necessary and reasonable steps to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts to at least the levels specified in (c) below. I shall not discriminate on the basis of race, age, color, religion, sex, national origin, physical or mental disability in the award and performance of contracts on this Project.

(C) MBE PARTICIPATION

- (1) I hereby certify that it is the intention of my firm to affirmatively seek out and include MBEs to participate in this Project and to otherwise comply with the provisions herein.
- (2) I hereby certify that my firm will make good faith efforts to procure at least 30% percent of the total dollar amount of Project cost from certified MBEs.

**PRINCE GEORGE'S COUNTY
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
MINORITY BUSINESS ENTERPRISE PARTICIPATION STATEMENT**

D) COMPLIANCE

- (1) I understand that MBE listings and other relevant resources may be obtained from Prince George's County, and from other public agencies and private organizations.
- (2) I understand and agree that any and all MBE participation in connection with this Project, whether undertaken prior to or subsequently to the signing of this statement, will be in accordance with the terms contained herein.
- (3) My firm will require all contractors and/or subcontractors to exert their best efforts to accord MBEs the maximum opportunity to participate in lower-tier subcontracting opportunities.
- (4) I understand that my firm will not be awarded any contract/funding until the County has reviewed and approved an MBE Plan (Attachment: #1).
- (5) I understand that failure to carry out the requirements set out herein shall constitute a breach of contract and may result in termination of the contract/funding.
- (6) I understand that the provisions contained herein are in addition to all other equal opportunity requirements.

(E) FACTORS IN DETERMINING COMPLIANCE

Good faith efforts to comply with the conditions contained herein shall be determined by the Prince George's County Minority Business Opportunity Commission (MBE Commission) and/or the Prince George's County Department of Housing and Community Development (DHCD) from a review of the following (by way of example and not limitation) submissions and factors:

- (1) Whether a contractor advertised in general circulation, trade association and minority focus media concerning the subcontracting opportunities.
- (2) Contractor's submission of the names and addresses of each minority business enterprise subcontractor contacted and referred, and the actions taken with respect to contacting and results of the contacts.

**PRINCE GEORGE'S COUNTY
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
MINORITY BUSINESS ENTERPRISE PARTICIPATION STATEMENT**

- (3) Identification of any actions taken by a contractor to subdivide the work in order to enhance the potential to subcontract with certified minority business enterprises.
- (4) Demonstration of the contractor's efforts to provide adequate information about the plans, specifications and requirements of the contract to certified minority business enterprises contacted.

(F) COMPLIANCE VERIFICATION

To assure compliance with minority business enterprise program contracting requirements, the Minority Business Opportunities Commission and/or DHCD may request and shall be furnished information, entry for an on-site verification inspection, and/or documents relevant to any contract such as:

- (1) Copies of purchase orders, contracts and or subcontracts, canceled checks and other records that may indicate the number, names, dollar value of minority business enterprise subcontracts, dates and scheduled time for performance of work by minority business enterprise subcontractors.
- (2) Interviews with construction contractors and/or subcontractors.
- (3) Other such information as may be necessary.

(G) RECORDS AND REPORTS

- (1) My firm will keep such records as are necessary to demonstrate its compliance with the requirements of its approved MBE Utilization Plan including records showing:
 - (a) The number of MBE and non-MBE contractors and or subcontractors and suppliers and the type of materials and services being provided by each.
 - (b) The progress and efforts being made in seeking out MBEs, including but not limited to the use of government agencies, private organizations, and MBE contractor associations.
 - (c) Documentation of all correspondence, telephone calls, and personal contacts to obtain MBE participants on this Project.

**PRINCE GEORGE'S COUNTY
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
MINORITY BUSINESS ENTERPRISE PARTICIPATION STATEMENT**

- 2) The records required under (A) above shall be retained for a period of at least three (3) years following acceptance of final payment on this Project and shall be available for inspection at any time by authorized representatives of the Department of Housing and Community Development or Prince George's County.
- (3) My firm will submit to the Department of Housing and Community Development a monthly MBE Report in the form and manner set out in Attachment #2.

(H) DEFINITIONS:

- (1) "Minority individuals" are those who have been subjected to prejudice or cultural bias because of their identity as a member of a group in terms of race, color, ethnic origin, or gender, without regard to their individual capabilities. Minority group members include, but are not limited to Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans, Hasidic Jewish Americans and females.
- (2) "Minority business enterprise" means any business enterprise (a) which is at least 51% owned by one or more minority individuals; or, in the case of any publicly-owned corporation, at least 51% of the stock of which is owned by one or more minority individuals, and (b) whose general management and daily business affairs and essential productive operations are controlled by one or more minority individuals, and (c) which has been certified by the Minority Business Opportunity Commission as a Minority Business Enterprise pursuant to Section 2-452(j) of the Prince George's County Code.

ARE YOU:	YES	NO
1). A Minority Business Enterprise	___	___
2). A Certified MBE by Prince George's County	___	___
3). A Certified MBE by State of Maryland or MDOT	___	___
4). Other Certification: Specify: _____		

**PRINCE GEORGE'S COUNTY
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
MINORITY BUSINESS ENTERPRISE PARTICIPATION STATEMENT**

I understand it shall be the continuing obligation of my firm to maintain the MBE participation goals as described herein. I agree to provide immediate notice to the County in the event that any of the representations or circumstances change with respect to the minority business enterprise status of my firm or the percentage of minority business enterprise participation (as provided for herein) is reduced. I understand that the failure to comply with this provision may subject this firm to disqualification from the award of any County contract or future funding assistance. In addition, I shall be subject to such other actions as may be provided under applicable County laws.

I agree in connection with this Project to comply with the MBE participation goals contained herein.

NAME OF AUTHORIZED OFFICIAL

WITNESS

SIGNATURE OF AUTHORIZED OFFICIAL

DATE

DATE

TO BE SUBMITTED WITH BID

**PRINCE GEORGE'S COUNTY
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
LOCALLY BASED BUSINESS PREFERENCE
EQUAL EMPLOYMENT OPPORTUNITY AGREEMENT**

On behalf of _____, I hereby commit to offering equal opportunity in providing training opportunities, hiring, contracting and purchasing to all qualified job applicants, contractors, subcontractors, vendors, suppliers and other business related providers of goods and services without regard to race, age, color, sex, religion, national origin, physical disability or mental disability. The practice of non-discrimination will include, but not be limited to assuring equal opportunity in contracting, recruitment, training, hiring, placement, promotion, rate of pay and other compensation and termination.

I/we will comply with all relevant federal, state, and local regulations, administrative and executive orders requiring non-discrimination including but not limited to:

- (1) Federal Executive Order 11246 "Goals and Timetables for Females and Minority Participation in the Construction Industry".
- (2) The Civil Rights Act of 1964 as amended.
- (3) The Americans with Disabilities Act ("ADA") of 1990.
- (4) The Equal Employment Opportunities Act of 1992 as it relates to employment opportunities for local, small and disadvantaged businesses.
- (5) Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992. ("Section 3")

In compliance with Section 3 of the Department of Housing and Urban Development Act of 1968 (as amended), I will use my best efforts to assure that local Prince George's County businesses, as well as small and minority businesses, receive at least 30% total dollar amounts of all contracts on construction and construction related work as well as any businesses created, business services and commercial/retail opportunities that result from the construction work funded in whole or in part by the project development assistance provided by Prince George's County Department of Housing and Community Development. I will also use my best efforts to maintain a minimum goal of 30 percent for construction related employment to Prince George's County residents as well as non-construction permanent and/or temporary employment created by this project to Prince George's County residents.

(A) COMPLIANCE

- (1) I understand that all contracts and subcontracts, which are entered into under this agreement, are to contain the Assurance of Compliance form.
- (2) My firm will require all contractors and/or subcontractors to exert their best

efforts to provide low/and very low income persons with employment and training opportunities and to provide businesses which are owned in part or wholly by persons living within the project area and whom employ low and very low income persons with contract opportunities.

- (3) I understand that failure to carry out the requirements-position out herein shall constitute a breach of contract and may result in termination of the contract/funding.
- (4) My firm will fulfill our obligations to utilize Section 3 business concerns by developing and implementing an affirmative action plan.
- (5) My firm will incorporate the following "Section 3 clause" in all contracts for work on this covered project:

"The Section 3 Clause"

- (a). The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing the area of the Section 3 covered project.
- (b). The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
- (c). The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- (d). The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal Financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with

any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- (e). Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

(B) RECORDS AND REPORTS

- (1) My firm will keep such records as are necessary to demonstrate its compliance with the requirements of Section 3.
- (2) My firm will maintain records and submit copies of these records, which document actions taken, and the results of those actions.

I/we will faithfully and forthrightly implement all necessary and practicable steps, procedures and plans to assure achievement of the stated goals. On-going communication and solicitation of local businesses and job applicants will continue prior to, during and after completion of the project or contract work in order to achieve the stated goals. Continuous and on-going coordination prior to, during and throughout lease-up and hiring will be carried out in cooperation with the Prince George's Minority Business Opportunities Commission, the Economic Development Corporation, the Peoples Industry Council, the Office of the County Executive, the Department of Housing and Community Development and other organizations and institutions that would be useful in achieving the goals and commitments stated herein. I/we will advertise employment, business and contractor opportunities in local and community newspapers, trade journals and other publications on a regular basis in order to assure wide distribution and knowledge of available opportunities.

The undersigned by their signatures certify that they have the authority necessary and requisite to legally bind the corporation to this agreement:

NAME OF AUTHORIZED OFFICIAL

WITNESS

SIGNATURE OF AUTHORIZED OFFICIAL

DATE

DATE

MINORITY BUSINESS ENTERPRISE UTILIZATION PLAN

(TO BE SUBMITTED WITH BID)

BID PROPOSAL NUMBER

MBE'S NAME, ADDRESS,
PHONE & PRINCIPAL

WORK CATEGORY
CERTIFICATIONS

PROJECTED SUBCONTRACT
AMOUNT

PREVIOUS
SUBCONTRACT
(FOLLOW SPECIFICATION
FORMAT)
(STATE, COUNTY,
FEDERAL, ETC.)
AMOUNT

105

SIGNATURE OF AUTHORIZED REPRESENTATIVE TITLE

TOTAL CONTRACT AMOUNT - \$

TOTAL MBE SUB-CONTRACTING - \$

GENERAL CONTRACTOR/PHONE NO. DATE

% MBE PARTICIPATION - \$

CONTRACT NO. _____

**MONTHLY MINORITY BUSINESS ENTERPRISE UTILIZATION REPORT
(TO BE SUBMITTED MONTHLY)**

1. I certify that the MBE Utilization Schedule dated _____ for this contract is correct and no deviations have occurred or are anticipated to occur.

A. Monthly MBE Activity

MBE Subcontractors/Suppliers

NAME	TYPE OF WORK	MINORITY STATUS	MBE CUMULATIVE DOLLARS PAID	MBE PLANNED EXPENDITURES	%TOTAL CONTRACT VALUE	TOTAL CONTRACT \$ PAID

TOTALS
TOTALS
TOTALS
TOTALS

CONTRACTOR: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE
TITLE
DATE

ESTIMATED PROJECT WORK FORCE BREAKDOWN

JOB CATEGORY	TOTAL ESTIMATED POSITIONS NEEDED FOR PROJECT	NUMBER POSITIONS OCCUPIED BY PERMANENT EMPLOYEES	NUMBER OF POSITIONS NOT OCCUPIED	NUMBER OF POSITIONS TO BE FILLED WITH SECTION 3 RESIDENTS
Officer/Supervisor				
Professionals				
Technical				
Hsg. Sales/Rental Management				
Office/Clerical				
Service Workers				
Others				
TRADE:				
Journeyman				
Helpers				
Apprentices				
Trainees				
Others				
TRADE:				
Journeyman				
Helpers				
Apprentices				
Trainees				
Others				

Section 3 Resident

Individual residing within the Section 3 area whose family income does not exceed 90% of the median income in the Metropolitan Statistical Area or the County if not within a MSA in which the Section 3 covered project is located.

Company

Project Name

Project Number

Person Completing Form

Date

PROPOSED CONTRACTS/SUBCONTRACTS BREAKDOWN

TYPE OF CONTRACT (Business or Professional)	TOTAL NO.	TOTAL APPROX. DOLLAR AMOUNT	ESTIMATED NO. OF CONTRACTS TO SECTION 3 BUSINESSES	ESTIMATED DOLLAR AMOUNT TO SECTION 3 BUSINESSES

Company _____

Project Name _____

Project Number _____

Person Completing Form _____

Date _____

ACTUAL PROJECT WORKFORCE BREAKDOWN

TYPE OF CONTRACT (Business or Professional)	TOTAL NO.	TOTAL APPROX. DOLLAR AMOUNT	ESTIMATED NO. OF CONTRACTS TO SECTION 3 BUSINESSES	ESTIMATED DOLLAR AMOUNT TO SECTION 3 BUSINESSES

Company _____

Project Name _____

Project Number _____

Person Completing Form _____

Date _____

SECTION 3 BUSINESS UTILIZATION

Project Number: _____ Total Dollar Amount of Contract: _____

Name of Prime Contractor: _____ Address: _____ Federal Identification No.: _____

110

NAME OF SUBCONTRACTOR	SECT. 3 BANK*	ADDRESS AND PHONE NO.	TRADE/SERVICE OR SUPPLY	CONTRACT AMOUNT	AWARD DATE	COMPETITIVE OR NEGOTIATED NO.	FEDERAL IDENTIFICATION NO.

*Check if a Section 3 business concern

TOTAL DOLLAR AMOUNT AWARDED TO SECTION 3 BUSINESS \$ _____

Section 3 Business Concern

A business concern which is located in or owned in substantial part (at least 81%) by persons residing in the same metropolitan area or non-metropolitan county as the project.

TO BE SUBMITTED WITH BID

**PRINCE GEORGES COUNTY COMMUNITY DEVELOPMENT PROGRAM
ASSURANCE OF COMPLIANCE
WITH DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REGULATIONS
FOR TRAINING, EMPLOYMENT, AND CONTRACTING OPPORTUNITIES FOR
BUSINESSES AND LOWER INCOME PERSONS**

Project Title: _____

- A. The project assisted under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

- B. Notwithstanding any other provision of this contract, the contractor shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth in 24 CFR Part 135 (published in 38 Federal Register 29220, October 23, 1973), and all applicable rules and orders of the Secretary issued thereunder prior to the execution of this contract. The requirements of said regulations include but are not limited to development and implementation of an affirmative action plan for utilizing business concerns located within or located within or owned in substantial part by persons residing in the area of the project; the making of a good faith effort, as defined by the regulations to provide training, employment, and business opportunities required, by section 3; and incorporation of the "section 3 clause" specified by Section 135.20(b) of the regulations in all contracts for the work in connection with the project. The contractor certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.

- C. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the Government of the application for this contract shall be a condition of the Federal financial assistance provided to the project, binding upon the contractor, its successors and assigns. Failure to fulfill these requirements shall subject the contractor and his subcontractors, its successors, and assigns to the sanctions specified by this contract, and to such sanctions as are specified by 24 CFR Section 135.135.

Date: _____ Contractor: _____
(Signature)

Contractor Address: _____

(City) (State) (ZIP)

Witnessed by: _____

TO BE SUBMITTED WITH BID

RFP CP-17-01
CERTIFICATE OF NON-SUSPENSION

I, _____, do hereby certify that

_____ has not been suspended or barred from
(Contractor)

participation in contract activities with any government.

Signature

Title

Date

TO BE SUBMITTED WITH BID

RFP CP-17-01
TENTATIVE SAMPLE CONSTRUCTION SCHEDULE

Attach tentative construction schedule – Gantt chart preferred

CITY OF COLLEGE PARK, MARYLAND
Request for Proposals CP-17-01
Miscellaneous Concrete Maintenance and Asphalt Resurfacing
Sample Contractor Agreement

THIS AGREEMENT is made by and between the City of College Park, Maryland, (hereinafter referred to as the "City") and _____ (hereinafter) referred to as "Contractor".

WHEREAS, the City wishes to provide for **Miscellaneous Concrete Maintenance and Asphalt Resurfacing**; and

WHEREAS, the Contractor is willing to provide said services.

NOW THEREFORE, the parties hereto agree as follows:

I. SCOPE OF WORK

The work required of the Contractor will be performed in coordination with the City and the City's Engineer as Project Manager and/or his designee as Construction Manager. The work to be performed by the Contractor is as follows:

1. Construct the Miscellaneous Concrete Maintenance and/or Asphalt Resurfacing as set forth in the contract documents.

The Contractor shall furnish all of the material and perform all of the work as described in these Contract Documents.

II. DATES OF WORK

This is a one (1) year contract. The contract year begins July 1, 2016 and ends June 30, 2017. All work is to be completed prior to June 30, 2017. Provisions for liquidated damages for failure to comply with the Contract Time are set forth in the General Provisions.

III. CONTRACT PRICE

The City agrees to pay the Contractor the sum of _____ Dollars (\$ _____) for the performance of the Contract.

IV. CONTRACT DOCUMENTS

This Agreement and the following enumerated documents form the Contract and they are fully a part of the Contract as if attached hereto:

- Request for Proposals
- Bid Proposal Form, Unit Price Schedules and Affidavits
- General Provisions
- Special Provisions
- Addenda
- Permits
- Bid Bond
- Labor Standards and Wage Rates
- Performance Bond
- Labor and Materials Bond
- Other Documents Contained within the Bid Specifications
- Certifications and Affirmations Required by the City
- Stormwater Management
- Standard Details for Stormwater Management Construction, DER, Prince George's County
- Maryland SHA Manual of Traffic Controls for Highway Construction and Maintenance Operation.
- Manual on Uniform Traffic Control Devices for Streets and Highways
- WSSC Standard Details for Construction
- WSSC General Conditions and Standard Specifications
- Prince George's County Department of Public Work's Transportation Standard Details
- Maryland Department of Transportation, SHA, Standard Specifications for Construction and Materials
- M.S.H.A. Book of Standard Details
- CDBG Program General Conditions for Operating Agencies and Third Party Contractors
- Minority Business Enterprise Requirements

The bid documents and tentative construction schedule submitted by the Contractor are incorporated herein and made part of the contract documents by reference.

V. CAPACITY TO PERFORM

The Contractor represents that all equipment and personnel necessary for providing the described services and items will be available as needed.

VI. STATUS OF CONTRACTOR

The Contractor shall perform the services described herein as an independent contractor and not as an employee of the City.

VII. INSURANCE AND INDEMNIFICATION

The Contractor shall provide proof of compliance with State law as to workers compensation and unemployment insurance, and of adequate comprehensive general liability insurance (bodily injury - \$1,000,000 for each occurrence/aggregate; property damage - \$500,000 for each occurrence/aggregate) and automobile fleet insurance (\$1,000,000 for each occurrence/aggregate; property damage - \$500,000 for each occurrence/aggregate). The Contractor shall indemnify and save harmless the City, its officers, employees and agents, from all suits, actions and damages or costs of every kind and description, arising directly or indirectly out of the performance of the contract, whether caused by negligence on the part of the successful bidder, its agents and employees, or to other causes. The Contractor shall name the City as an additional insured on said policies of insurance, except for the workers compensation and unemployment insurance, and shall provide certificates of insurance and additional insured endorsements before starting work on the Project.

Provision of any insurance required herein does not relieve Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded, or for which the Contractor may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the City's immunities or any damage limits applicable to municipal government as provided by law.

VIII. LICENSES, APPLICABLE LAWS

The Contractor will be responsible for obtaining any and all licenses pertaining to performance of work under the contract. All services and materials provided by the Contractor shall conform to all applicable laws and regulations.

IX. MATERIALS AND STANDARD OF WORK

All work performed, and material provided, pursuant to this contract shall be in conformance with standards adopted by the State of Maryland and Prince George's County and will be appropriate for existing conditions. All work shall be performed in a neat and workmanlike manner by trained and experienced personnel. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor at Contractor's expense, notwithstanding that such deficiencies have been previously accepted or were due to no fault of the Contractor. The Contractor will guarantee that materials conform to specifications herein, that the items will be free from defects, and that the items are fit for the purpose for which intended. Further, the Contractor shall, in a manner acceptable to the City, return to original condition any property disturbed or damaged during the work.

X. ACCURATE INFORMATION

The Contractor certifies that all information provided in response to the invitation to bid or in response to other requests for information is true and correct. Any false or misleading information is grounds for the City to reject the bid and to terminate this contract.

XI. PERIODIC AND FINAL INSPECTION

The City will make periodic inspections of the work through the Project or other City representative. A final inspection of the work shall be made by a representative of the City and the Contractor at the end of the work and cure period to ensure that all requirements have been met.

XII. RETAINAGE

The City will pay the contract price, less five percent (5%) retainage, to the Contractor upon completion of the contract work, and correction of any deficiencies discovered as a result of final inspection. The remaining 5% retainage shall be paid to the Contractor within six (6) months following the end of all work, and correction of any deficiencies. The said retainage is held as security for performance and not as liquidated damages and the forfeiture of the retainage shall not release the contractor from any liability in excess of the retainage.

XIII. PERFORMANCE BOND

The Contractor shall give a Performance and Labor and Material Bond within ten (10) business days after the date of the award of the Contract. The Performance and Labor and Material Bond shall be in the amount of one hundred percent (100%) of the Contract Price.

XIV. RESTORATION OF PROPERTY

The Contractor, at its own expense, will restore or replace any property displaced or damaged as a result of work performed under this contract, to the satisfaction of the City.

XV. TERMINATION FOR DEFAULT

Failure of the Contractor to deliver work, supplies, materials, or services in a timely manner, to correct defective work or materials, to act in good faith, or to carry out the work in accordance with contract documents shall constitute a breach of contract. In such event, the City may give notice to the contractor to cease work until the cause for such order has been eliminated. Should the Contractor fail to correct such default within 24 hours after receipt of notification, the City may terminate any such contract. This provision shall not limit the City in exercising any other rights or remedies it may have.

XVI. TERMINATION FOR CONVENIENCE

The performance of work or delivery of services may be terminated in whole or in part at any time upon written notice when the City determines that such termination is in its best

interest. The City will be liable only for labor, materials, goods and services furnished prior to the effective date of such termination.

XVII. NOTICES

All notices shall be sufficient if delivered in person or sent by certified mail to the parties at the following addresses:

For the City:
Scott Somers, City Manager
City of College Park
4500 Knox Road
College Park, MD 20740

For the Contractor:

XVIII. ERRORS IN SPECIFICATIONS

The Contractor shall take no advantage of any error or omission in the specifications. The City shall make such corrections and interpretations as may be deemed necessary and that decision shall be final.

XIX. GOVERNING LAW

This contract is executed in the State of Maryland and shall be governed by Maryland law. The Contractor, by executing this contract, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this Contract.

XX. INTERPRETATION

Any questions concerning conditions and specifications shall be directed in writing to the City Engineer. No interpretation shall be considered binding unless provided in writing by the Engineer. By execution of this contract, the Contractor certifies that it understands the terms and specifications.

XXI. ATTORNEYS' FEES AND COSTS

The prevailing party shall be entitled to attorney's fees and costs incurred in any actions or claims brought to enforce this contract, or for damages thereunder.

XXII. SUCCESSORS AND ASSIGNS

This contract shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. In any event, the Contractor shall not assign any right or obligation under this contract without the City's express written consent, which may be withheld in the City's sole discretion.

XXIII. NON DISCRIMINATION

- a. The City of College Park is an Equal Opportunity Employer. Discrimination based on race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work is expressly prohibited.
- b. The Contractor certifies that it does not discriminate on the basis of race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work.
- c. The Contractor will, in all advertisements or solicitations for employees, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work.

XXIV. EQUAL BENEFITS

- a. Contractor must comply with the applicable provisions of §69-6 of the City Code. The Contractor shall provide the City Manager, or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with these provisions.
- b. Upon request, the Contractor shall provide evidence of compliance with the provisions of §69-6 of the City Code upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Contractor may not be in compliance with the provisions of this section.
- c. The failure of the Contractor to comply with §69-6 of the City Code will be deemed to be a material breach of the covered contract.

XXV. ENTIRE AGREEMENT

This contract, including attached hereto, constitutes the entire agreement between the City and the Contractor.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2016.

WITNESS:

CITY OF COLLEGE PARK, MARYLAND

Janeen S. Miller, CMC, City Clerk

By: _____
Scott Somers, City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Suellen M. Ferguson, City Attorney

WITNESS:

CONTRACTOR: _____

By: _____
Signature

Title: _____

**V. CDBG PROGRAM GENERAL CONDITIONS FOR
OPERATING AGENCIES AND THIRD PARTY
CONTRACTORS**

**CDBG Program
General Conditions For Operating Agencies
and Third Party Contractors**

<i>Section</i>	<i>Page</i>
I. Definitions.....	2
II. National Primary Objective Requirements	3
III. Financial Management.....	4
IV. Procurement Standards	5
V. Property Management.....	6
VI. Real Property Acquisition and Relocation.....	7
VII. Reporting and Monitoring Requirements	7
VIII. Record Retention, Audits and Inspections.....	8
IX. Indemnification	8
X. Nondiscrimination.....	9
XI. Use of Excessive Force Prohibited	9
XII. Equal Employment Opportunity	9
XIII. Handicapped Accessibility.....	9
XIV. Section 3 Requirement.....	10
XV. Environmental Review Requirements	10
XVI. Federal Labor Standards Provisions (for construction projects only)	11
XVII. Political Activity Prohibited	11
XVIII. Lobbying Prohibited	11
XIX. Publicity	12
XX. Copyright	12

XXI. Patents12

XXII. Drug-Free Workplace12

DHCD/CPD
7/97 Rev. 5/00

I. Definitions: Terms used in the CDBG Program

Beneficiaries, or eligible beneficiaries, are persons eligible to receive assistance or services.

County, is Prince George's County as the federal grantee and the Department of Housing and Community Development (HCD) which has the responsibility for administering the Community Development Block Grant (CDBG) program.

Elderly Household, is a family whose head, spouse or sole member is 62 years of age or older, suffers a handicap, or is disabled. Elderly families also include two or more elderly, handicapped or disabled persons living together or one or more such persons living with another person who is essential to the elderly, handicapped, or disabled person's care and well being.

Head of Household, is the family member actually looked to and held accountable for the family needs.

HUD, means the Secretary of the U.S. Department of Housing and Urban Development or a person authorized to act on his behalf.

Low-Moderate Income Household, is a household whose income does not exceed the applicable income limit for lower income families established by HUD for Section 8 rental subsidy eligibility purposes.

Operating Agency (O/A), is an entity which has an Agreement with or an Administrative Order from the County for the performance of work on a Community Development Block Grant Program (CDBG) project.

Persons with Disabilities (Handicapped), is a person having a physical or mental impairment which (1) is expected to be of long or indefinite duration; (2) substantially impedes his/ her ability to live independently; and (3) is of such a nature that such ability could be improved by barrier-free or more suitable housing conditions.

Private nonprofit organization, means a secular or religious organization described in section 501(c) of the Internal Revenue Code of 1986 that:

- a. Is exempt from taxation under subtitle A of the Code;
- b. Has an accounting system and a voluntary board;
- c. Practices nondiscrimination in the provision of assistance.

Program, is the Federally funded CDBG program.

Project, is an activity undertaken in the program by an O/A.

Third Party Contractor, is an entity, other than the O/A, which furnishes services or supplies to the O/A.

II. National Primary Objective Requirements:

Each individual project carried out with CDBG funds must meet one of the three national objectives as defined in the CDBG regulations and described herein:

- A. *Benefit to Persons of Low Moderate Income:* At least fifty-one percent of the project beneficiaries must be of low and moderate income in accordance with the income guidelines. The number of beneficiaries shall be categorized by race, age, gender, head of household and disability status.
1. *Area Benefit Activity:* Benefits are available to all the residents in a particular area, where at least 51 percent of the residents are low and moderate income persons.
 2. *Limited Clientele Activity:* Benefit a clientele who are generally presumed to be principally low and moderate income persons. The following groups are presumed by HUD to meet this criterion: abused children, battered spouses, elderly persons, handicapped persons, homeless persons, illiterate persons and migrant farm workers.
 3. *Housing Activity:* Provide or improve permanent residential structures which, upon completion, will be occupied by low and moderate income households. This would include, but necessarily be limited to, the acquisition or rehabilitation of property, conversion of nonresidential structures, and new housing construction.
 4. *Job Creation/Retention Activity:*
 - a. Creates jobs. The O/A must document that at least 51 percent of the jobs will be held by, or will be available to, low and moderate income persons.
 - b. Retains jobs. The O/A must document that the jobs would actually be lost without the CDBG assistance and that either or both of the following conditions apply with respect to at least 51 percent of the jobs at the time the CDBG assistance is provided: the job is known to be held by a low or moderate income person; or the job can reasonably be expected to turn over within the following two years and steps will be taken to ensure it will be filled by, or made available to, a low or moderate income person upon turnover.
 - c. The work to be performed in this Agreement is subject to the requirements of Section 3 of the HUD Act of 1968, as amended, 12 USC 1701u. It requires that, to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project, and contracts for work in connection with the project be awarded to business concerns which

are located in, or owned in substantial part by persons residing in the area of the project.

- B. *Elimination of Slum and Blight:* The area delineated by the O/A must meet a definition of slum, blighted, deteriorated or deteriorating area under State or local laws. Documentation must be maintained on the boundaries of the area and the condition which qualified the area at the time of designation.
- C. *Urgent Need Activities:* The project must be designed to alleviate existing conditions which pose a serious and immediate threat to the health or welfare of the community which are of recent origin or which recently became urgent; the O/A must be unable to finance the activity on its own; and other sources of funding cannot be available.

III. Financial Management:

- A. *Restrictions on Disbursements:* No funds under this Agreement shall be disbursed by the O/A to any contractor except pursuant to a written contract which incorporates these "General Conditions for Operating Agencies and Third Party Contractors." Requests for reimbursement of allowable program expenses must be submitted on the approved HCD form.
- B. *Cost control:* The O/A shall maintain cost control, that is, monitor expenses to ensure disbursements are within the budget cost category allocation. Whenever the O/A foresees the possibility of exceeding the budget, the O/A shall promptly report this to HCD requesting that appropriate adjustments be made.
- C. *Documentation of Costs:* The O/A upon request shall provide the County with unit cost or productivity expense data. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, and vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges and disbursements. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible for audit and inspection.
- D. *Legal Expenses:* Legal expenses which may be incurred by the O/A or third party contractor for the prosecution of claims against the federal government or the County are not eligible under this Agreement.
- E. *Contractor Compensation:* No person employed as a Contractor, or by a firm providing Contractor services, shall receive more than a reasonable rate of compensation for personal services paid with CDBG funds. On a daily basis, the rate of compensation shall not exceed the maximum daily rate compensation for a Senior-Level position as established by Federal law.

- F. *Cash Depositories:* CDBG funds are considered public money; therefore, the O/A shall not deposit County checks for advances or reimbursement of eligible expenses in other than a FDIC member bank. Deposits in excess of the FDIC insurance maximum must be appropriately secured by the bank.
 - G. *Project Budget Adjustments:* The O/A may unilaterally shift funds among budget categories up to ten percent (10%) of the project budget as long as the total budget is not exceeded and the scope of the project is not altered. Such budget adjustments shall not be deemed to be effective until the O/A provides the County with a revised budget document reflecting such changes, signed by an authorized representative of the O/A, containing a narrative statement describing the purpose of such adjustments.
 - H. *Project Income:* Project income of any kind received by the O/A such as user charges, fees, third-party reimbursement, rents or the sale proceeds from real or personal property acquired in whole or in part with CDBG funds, shall be remitted to Prince George's County and credited to the County's CDBG Program Income Account within thirty (30) days of receipt. The O/A shall be required to properly account for project income and comply with the standards set forth in the OMB Circulars. For government agencies these are OMB Circular A-87 "Cost Principles for State, Local and Indian Tribal Governments" and A-102 "Grants and Cooperative Agreements With State and Local Governments." For nonprofit organizations these are OMB Circular A-110 "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations" and OMB Circular A-122 "Cost Principles for Nonprofit Organizations."
- IV. Procurement Standards:** The O/A or other contracting parties, in the use of project funds, shall comply with all applicable laws and procedures of OMB Circulars. For government agencies these are OMB Circular A-87 "Cost Principles for State, Local and Indian Tribal Governments" and A-102 "Grants and Cooperative Agreements With State and Local Governments." For nonprofit organizations these are OMB Circular A-110 "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations" and OMB Circular A-122 "Cost Principles for Nonprofit Organizations."
- V. Property Management:** The O/A is required to comply with the standards prescribed for the acquisition and disposal of real and personal property which are set forth in OMB Circulars. For government agencies these are OMB Circular A-87 "Cost Principles for State, Local and Indian Tribal Governments" and A-102 "Grants and Cooperative Agreements With State and Local Governments." For nonprofit organizations these are OMB Circular A-110 "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations" and OMB Circular A-122 "Cost Principles for Nonprofit Organizations."

A. *Definitions:*

Expendable Personal Property: Expendable personal property refers to all tangible property other than nonexpendable property.

Nonexpendable Personal Property: Nonexpendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of \$500.00 or more per unit.

Personal Property: Personal property means property of any kind except real property. It may be tangible, having physical existence, or intangible, having no physical existence, such as patents, inventions, and copyrights.

Real Property: Real property means land, land improvements, structures and appurtenances thereto, excluding movable machinery and equipment.

B. The O/A may use property acquired under this Agreement, regardless of specific kind, only for those purposes indicated in the Agreement unless another use has been specifically approved by the County.

C. *Records and Inventory for Nonexpendable Personal Property:*

1. An inventory of nonexpendable property is to be provided to HCD within thirty (30) days of the expiration or termination of the Agreement using HCD's Nonexpendable Personal Property Inventory Report Form.
2. The O/A shall maintain accurate and current nonexpendable personal property records including as a minimum: identification, manufacture and model numbers; purchase date; purchase cost; percentage of cost provided with Federal grant funds; current location; use; property condition.
3. Losses of property acquired with project funds are to be reported to the appropriate authorities for investigation and a record of the loss and any investigative reports are to be retained on file by the O/A.
4. All nonexpendable personal property shall revert to the County upon the expiration of this Agreement unless otherwise determined by the County.

D. *Records and Inventory for Real Property:* The O/A shall maintain accurate and current real property records including as a minimum:

1. The seller's name, address, and telephone number, appraisal report, sales contract, and settlement statement. Street address and legal description, i.e., lot, block, subdivision, tax map, grid, property tax account number and election district. Type of purchase, e.g., land only or land and improvement. Purchase price including settlement cost. Current property condition and use, i.e., renovated, leased, demolished, sold, etc.

General Conditions

2. If sold, name, address, telephone number of purchaser, sale price, value determination, sales contract and settlement document, intended use of purchaser, net proceeds to seller.
3. If demolished, name, address and telephone number of the demolition contractor, amount paid to contractor, procurement process used to obtain demolition service, and copy of County authorization statement.
4. If renovated, name, address and telephone number of the contractor, copy of work write up, procurement process used to obtain contractor, amount paid for renovation service and copy of County authorization statement.
5. An inventory of real property is to be provided to HCD within thirty (30) days of the settlement of each property acquisition using HCD's Subrecipient Real Property Inventory Report form.
6. All acquisitions are subject to the project income requirements.

VI. Real Property Acquisition and Relocation: All acquisitions of real property, or interests in real property (such as easements and rights of way), and all cases involving relocation, shall be conducted in conformity with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1979 as amended and HUD Handbook 1378, Tenant Assistance Relocation and Real Property Acquisition, dated September 1990.

VII. Reporting and Monitoring Requirements:

- A. *Reports:* At such times and in such form as the County may determine, the O/A shall furnish records, reports and data pertaining to this Agreement.

General Conditions

- B. *Project Monitoring:* The O/A shall ensure that representatives of the County are provided access to information and records for the purpose of project monitoring and evaluation. The O/A shall further ensure the County's access to its contractors and subcontractors for this purpose.

VIII. Record Retention, Audits and Inspections:

- A. All financial and programmatic records resulting from this Agreement shall be retained by the O/A for a period of three (3) years from the issuance date of the last project payment.
- B. The County, HUD and the U.S. Comptroller General shall be given access to any and all O/A records including all subcontracts covered by this Agreement for the purpose of making audits, examinations, reproductions, excerpts and transcripts. Access shall be available at any time during normal business hours and as often as deemed necessary by the County, HUD or the U.S. Comptroller General.
- C. The O/A shall retain independent auditors to audit the project which is the subject of this Agreement on an annual basis or at such time as HUD or the County shall determine in accordance with OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations."
- D. The O/A shall abide by HCD's Operating Agency Audit Corrective Action Plan.
- E. The O/A shall respond, indicating appropriate corrective action on any formally issued audit report deficiencies within thirty (30) days of receipt of such report, and persevere in resolving such issues until the County and HUD approve disposition of audit findings.
- F. All records related to unsettled audit findings shall be retained securely by the O/A until Federal and local action is taken to resolve the questioned deficiencies.

IX. Indemnification: The O/A hereby agrees to indemnify and hold harmless the County from any loss, cost, damages, or expenses suffered, obligated or incurred by the County by reason of the O/A's negligence or failure to perform any of the obligations hereunder, including but not limited to audit disallowances by HUD or the Office of the Comptroller General of the United States, or both. In connection herewith, the O/A, in addition, hereby assents to the County withholding any funds otherwise due to the O/A in satisfaction, in whole or in part, of any deficiency; and to the County exercising its rights of set-off in any such situation.

X. Nondiscrimination: No person in the United States shall on the grounds of race, color, religion, national origin, sex, age, disability or familial status be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made

General Conditions

available through this Agreement. For purposes of this section "program or activity" is defined as any function conducted by an identifiable administrative unit of the County, or by any unit of government or private contractor receiving community development funds or loans from the County. "Funded in whole or in part with community development funds" means that community development funds in any amount in the form of grants or proceeds from HUD-guaranteed loans have been transferred by the County to an identifiable administrative unit and disbursed in a program or activity or project.

XI. Use of Excessive Force Prohibited: In accordance with Section 519 of Public Law 101-144, the 1990 HUD Appropriations Act, the O/A certifies that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations.

XII. Equal Employment Opportunity: The O/A will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, disability or familial status. The O/A will take affirmative action to ensure that minority applicants are employed and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age, disability or familial status. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The O/A agrees to post in conspicuous places, available to employees and applicants for employment, notices that are provided by the County setting forth the provisions of this Equal Opportunity clause.

The O/A will, in all solicitations or advertisements for employees placed by or on behalf of the O/A, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age, disability or familial status.

In the event of the O/A's noncompliance with the Equal Opportunity clause of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended, in whole or in part.

XIII. Handicapped Accessibility: The Community Development Block Grant program is federally funded. All recipients of CDBG funds MUST comply with the following:

- A. Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 apply to all CDBG subgrantees and their contractors.
- B. Persons with disabilities, including persons with hearing and vision impairments and persons with physical disabilities, must be able to participate in the O/A's activities.

General Conditions

- C. All construction and renovation work must be carried out in accordance with Uniform Federal Accessibility Standards (UFAS) and American National Standards (ANS).
- D. Auxiliary aids must be used when necessary to ensure that individuals with disabilities have an equal opportunity to participate in and enjoy the benefits offered by the O/A.
- E. Designated parking spaces must be available for disabled persons.
- F. Entryways, bathrooms, drinking fountains and meeting rooms must be accessible to persons in wheel chairs.

XIV. Section 3 Requirement: The work to be performed under this Agreement is assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the HUD Act of 1968, as amended. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project, and agreements for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

The O/A must comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder, prior to the execution of this Agreement. The O/A certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.

XV. Environmental Review Requirements: This Agreement is subject to the requirements established by HUD regulations 24 CFR Part 58, "Environmental Review Procedures for Title I Community Development Block Grant Program." The following federal laws and regulations are applicable for each of the impact categories:

Historic Preservation: National Historic Preservation Act, 16 U.S.C. 470(f), Section 106; *Floodplain:* Executive Order 11988, Floodplain Management; *Wetlands:* Executive Order 11990, Protection of Wetlands; *Noise:* Noise Control Act, 42 U.S.C. 4903, as amended by the Quiet Communities Act; *Air Quality:* Clean Air Act 42 U.S.C., 7400, et seq., Section 176 and Section 117, as amended; *Hazards:* HUD Notice 79-33, 24 CFR Part 51, Subpart C and D; *Water Quality:* Clean Water Act, 33 U.S.C. 1251-1376, et seq., Section 404, and Safe Drinking Water Act, 42 U.S.C. 300; *Solid Waste Disposal:* Resources Conservation and Recovery Act 42 U.S.C. 6901-6987; *Coastal Areas:* Coastal Zone Management Act, 16 U.S.C. 1451-1464 and Coastal Barrier Resource Act 1982, 16 U.S.C. 3501, et seq.; *Endangered Species:* Endangered Species Act, 16 U.S.C. 1531, Section 7; *Farmland Protection:* Farmland Protection Policy Act of 1981, 7 U.S.C. 4201, et seq.; *Wild and Scenic Rivers:* Wild and Scenic Rivers Act, 16 U.S.C. 1271-1257.

General Conditions

Lead Based Paint Hazard Notification, Evaluation and Reduction: For all projects involving rehabilitation, acquisition, disposition, homebuyer assistance, leasing, support services, operations or tenant-based rental assistance in federally owned residential property and other housing receiving Federal assistance, the Operating Agency agrees to follow all requirements of the Federal regulation at 24 CFR Part 35, Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards. "Receiving Federal assistance" means receiving funds under any of the following Federal programs: Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME), Emergency Shelter Grants (ESG), Housing Opportunities for Persons with AIDS (HOPWA), Shelter Plus Care (S+C), Supportive Housing Program (SHP) and Youthbuild.

Exemptions from these requirements may include: residential structures built after January 1, 1978; unoccupied units that will be demolished; property not used for human residential habitation; rehabilitation that does not disturb paint; zero-bedroom dwelling units, including single room occupancy (SRO) units; and housing specifically designated for the elderly and disabled unless a child under age six resides in the unit.

- XVI. Federal Labor Standards Provisions** (for construction projects only): The O/A shall comply with the Davis Bacon Act and all Federal labor laws and regulations specifically including HUD-4010 (2-84) governing construction contracts and the use of federal funds.
- XVII. Political Activity Prohibited:** None of the funds, materials, or services provided directly or indirectly under this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.
- XVIII. Lobbying Prohibited** (Required certification language, for O/A's and third party contractors with Federal funds over \$100,000): No Federal appropriated funds have been paid or will be paid, by or on behalf of the signatory of this agreement, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the agreement signatory shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," at the initiation or receipt of the agreement. The form is available from HCD.

General Conditions

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. It is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Failure to certify shall subject the agreement signatory to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- XIX. Publicity:** The O/A shall, when publicizing this project, fully inform the public of the financial support given to the project by the County. In all publications prepared by the O/A the term "Prince George's County Community Development Block Grant Program" shall be conspicuously identified. The O/A shall display a sign at its project office or service outlet clearly identifying the project being operated.

The O/A shall make its materials and publications available to visually or hearing impaired individuals to ensure their participation in the project.

- XX. Copyright:** If this Agreement results in a book or other copyrightable material, the author is free to copyright work, but HUD reserves the royalty-free, nonexclusive, and irrevocable licenses to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and material which can be copyrighted.

- XXI. Patents:** Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to HUD for determination by HUD as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

- XXII. Drug-Free Workplace:** The O/A shall make a good faith effort to provide a drug-free workplace.

- A. *Notification:* The O/A shall inform project employees by published notification that "the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace." The O/A shall further inform project employees that "conviction for a violation of a criminal drug statute occurring in the workplace must be reported to the O/A no later than five calendar days after such conviction." The notice should specify the actions the O/A will take against employees for violations of the drug-free workplace prohibition. The notice should also state that abiding by the terms of the notice is a condition of employment under the grant. Each project employee should be given a copy of the notice.
- B. *Education:* The O/A should establish an ongoing drug-free awareness program to inform employees about:
1. The dangers of drug abuse in the workplace;

General Conditions

2. The O/A's policy of maintaining a drug-free workplace;
 3. Available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. *Action:* The O/A will take at least one of the following actions within 30 calendar days of receiving notice of an employee conviction:
1. Appropriate personnel action against the convicted employee, up to and including termination; or
 2. Requiring the convicted 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

VI. FEDERAL LABOR STANDARDS PROVISIONS

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.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, 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 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. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); 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 shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification 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 classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall 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) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor 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 utilized 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) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)
- (c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- (d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall 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.
- (iii) 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) 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, 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, 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 Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) 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 Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall 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. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed 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;

(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 of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, 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 may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed 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 Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall 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 the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall 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, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall 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 will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) 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 Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen 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 the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. 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 watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C 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 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 Title 29 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 USC 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.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ hereinafter known as the "Contractor," as Principal, and _____, as Surety, are held and firmly bound unto City of College Park as obligee, hereinafter known as the "Owner," in the penal sum of _____ lawful money of the United States of America, to be paid to the Owner, for the use and benefit of the said obligee, and all persons, doing work or furnishing skill, tools, machinery, or materials under or for the purpose of the Contract hereinafter named, for which payment, well and truly to be made, we bind ourselves, our successors and our several respective heirs, assigns, executors, and administrators, jointly and severally, firmly by present.

AFFIXED WITH OUR SEALS THIS _____ day of _____, 20____.

WHEREAS, the Contractor _____ by an instrument in writing, bearing even date, with these presents, has contracted with the Owner to furnish all equipment, tools, materials, skill and labor for the completion of the work according to this Contract.

All work to be performed in strict accordance with the attached Agreement or Contract, plans and specifications, which Contract is by this reference made a part hereof.

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH, that is the said Contractor _____ shall complete the work provided for in said Contract according to the terms, and shall save the obligee hereunder free from all costs and charges that may accrue on account of the doing of the work specified in the Contract, and shall comply with the laws appertaining to said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

AND THE FURTHER CONDITION OF THIS OBLIGATION IS SUCH, THAT IF _____ as Contractor, shall fully and faithfully perform work in accordance with the terms of the annexed Contract during the original term thereof and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and the plans and specifications therein referred to, and provide the materials therein called for, and replace defective work or material for a period of one year after the completion of this Contract, and if the Principal shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be null and void, otherwise they _____, as Contractor, and _____, as Surety, jointly and severally agree to pay the Owner the difference between the sum of which the said _____, as Contractor, would be entitled in the completion of the Contract, and that which the Owner, may be obliged to pay for the completion of the work by Contract or otherwise, and agree to pay any damage, direct or indirect or consequential, which said Owner may sustain on account of such work or on account of the failure of said Contractor, properly and in all things to keep and execute the provisions of the Contract.

And the said _____, as Contractor, and _____ as Surety, hereby further bind themselves, their successor, assigns, heirs, executors and administrators, jointly and severally, and agree that they shall indemnify and save harmless and shall pay all amounts, damages, costs and judgments which may be recovered against, and all expense incurred by, the Owner and all representatives of said Owner, from or arising out

of all or any suits, actions or claims of any character brought on account of any injuries or damages sustained by any persons or property in consequence of any neglect in safeguarding the work or any such claim arising from any other act, omission, negligence or misconduct of the Contractor, his agents, representatives, servants and employees in the performance of said work or of the repair or maintenance thereof or the manner of doing the same, or the neglect of said Contractor, or agents or servants, or the improper performance of the said work by the Contractor or agents or servants, or the infringement of any patent rights by reason of the use of any equipment, or material, furnished under the said Contract, and will also pay any damages for delay in performance, as stated in the Contract; further, failure to do so with such person, firms, partnership, or corporation shall give them a direct right of action against the principal and surety under this obligation.

As the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract of the work to be performed thereunder of the plans or specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract or to the work or to the plans or specifications.

Without limiting the effect of any other provision herein contained, this bond is to be construed as a statutory bond under the provision of: _____ as amended to date.

IN WITNESS WHEREOF, the said _____ has caused _____ corporate seal to be hereto affixed, and the presents to be signed in its name by _____, and the said _____ as Surety, has caused _____ corporate seal to be hereto affixed and these presents to be signed in its name by _____

(As to Contractor)

CONTRACTOR (Seal)

Signed, sealed and delivered in the presence of: _____

By: _____ L.S. _____

Title: _____

(As to Surety)

SURETY (Seal)

Signed, sealed and delivered in the presence of: _____

By: _____ L.S. _____
Attorney-in-Fact

APPROVED AS TO FORM

COUNTERSIGNED

By: _____ L.S. _____
Resident Agent

NOTE: If the Principal is a corporation, the bond shall be signed by the President or Vice President, attested by the Secretary and the Corporate Seal Affixed. If the principal is a partnership, the bond shall be signed in the partnership name by one of the general partners.

LABOR AND MATERIALS BOND

This Bond is issued simultaneously with the performance bond in favor of the Owner conditioned on the full and faithful performance of the Contract:

KNOW ALL MEN BY THERE PRESENTS: that _____
(Here insert full name)

(Address of legal title of Contractor)

as Principal, hereinafter called Contractor, and

(Here insert full name and address of legal title of Surety)

a corporation created existing under the laws of the State of Maryland, hereinafter called Surety, are held and firmly bound unto City of College Park as Obligee, hereinafter called the Owner, for the use and benefit of claimants as herein below defined, in the penal sum of

(Full value of contract price in written words)

in lawful money of the United States, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS

Principal has a written agreement dated _____, 20 _____, entered into by Contractor with Owner in the sum of _____ which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if, Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise it shall remain in full force and effect, subject however, to the following conditions;

1. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being constructed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials we furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum of sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice the Contractor, the Owner or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, starting with substantial accuracy the amount claimed and the name of the a party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner and Surety, and any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Contractor ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the County or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or recorded against said improvement, whether or not the claim for the amount of such lien be presented under and against this bond.

5. The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications. No final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Signed and sealed this _____ day of _____, 20

IN THE PRESENCE OF:

(Principal) (Seal)

By: _____

Title _____

(Surety) (Seal)

By: _____

Title: _____