
INVITATION FOR BIDS
IFB NO. 2018-20
UNDERGROUND WATER STORAGE TANKS
FOR FIRE SUPPRESSION

Capital Project No. F 5972

OPENING: SEPTEMBER 20, 2017 AT 2:00 P.M.
PRE-BID CONFERENCE: AUGUST 29, 2017 AT 10:00 A.M.

BUYER: ROBERT BOWINS
PHONE: 410-313-6375 ■ **EMAIL: rbowins@howardcountymd.gov**



HOWARD COUNTY, MARYLAND

OFFICE OF PURCHASING

6751 Columbia Gateway Drive, Suite 501, Columbia, MD 21046
www.howardcountymd.gov/departments/county-administration/purchasing



Formal IFBs and IFB Results are available on our website

NOTICE OF LETTING



HOWARD COUNTY, MARYLAND
OFFICE OF PURCHASING
6751 Columbia Gateway Drive, Suite 501
Columbia, MD 21046

INVITATION FOR BIDS NO. 2018-20

UNDERGROUND WATER STORAGE TANKS FOR FIRE SUPPRESSION CAPITAL PROJECT NUMBER F-5972, CONTRACT NUMBER 65-4959

Pre-Bid Conference: August 29, 2017, 10:00 AM
Engineering Conference Room, Dorsey Building
9250 Bendix Road, Columbia, MD 21045

Opening: September 20, 2017, 2:00 PM
Office of Purchasing, Gateway Building
6751 Columbia Gateway Drive, Suite 501, Columbia, MD 21046

Howard County intends to procure the services for the construction and testing, complete and in place, of three (3) 30,000-gallon capacity underground water storage tanks for the purpose of fire protection in the rural portion of the County, outside of the Metropolitan District. This includes surface restoration and incidental items of work. This project is in SHA Cost Group "B". Each bid shall be accompanied by a Bid Bond or Certified Check in the amount of 5% of the total bid, made payable to the "Director of Finance, Howard County".

The solicitation with instructions to the bidders will be posted electronically on PlanWell on August 17, 2017. PlanWell is the only location where this solicitation will be available. To view, download, or order prints of the solicitation please use the link provided here: <http://www.e-arc.com/md/columbia>

PLANWELL ONLINE ACCESS INSTRUCTIONS:

After following the link provided above:

- On the right side of the screen, under the section titled "PLANROOMS" click on the link "Order from PlanWell".
- When on the PlanWell site, on the left side of the screen, look for the section titled "LOGIN TO YOUR ACCOUNT". Go to "GUEST ACCESS", the second box under "LOGIN TO YOUR ACCOUNT", and enter the following information after **MBCP_**:
 - Project Number: **MBCP_F5972**
 - Password:
 - (**DO NOT** fill in the Password. LEAVE PASSWORD BLANK)
 - Click on the "**GO**" button.
 - You will now enter the plan room for the project. Here you can view, download or order prints of the documents.

IMPORTANT NOTE: If you experience difficulty with logging in at the web link above to the PlanWell website, please contact the County Project Manager Paul DiMarco, P.E., office phone 410-313-6126, e-mail address pdimarco@howardcountymd.gov for assistance. Do not contact PlanWell directly.

To view plans and specification:

After clicking on the “Go” button, and entering the plan room for the project, click on a folder on the left side of the screen. A browser screen will open on the right side of the screen displaying the links to the plans, specifications, addenda or other material contained in the folder. Click on the item that you wish to view.

Bidders may download electronic plans and specifications files at no cost OR order paper copies of the plans and specifications documents for a fee from the Planwell site. The cost is \$0.10/SF for large drawings and \$0.05/ per page for specifications. This is a non-refundable cost.

To download files or to order plans:

1. To obtain a complete set of plans and specifications click on the shopping cart next to “Most Current Set” for plans, “IFB” for the specification and any “Addenda”.
2. To obtain only specific folders or disciplines, click on the shopping cart(s) next to the specific folders or disciplines.
3. Once the selections are made, choose either “Instant Download” or “Print Order”.

If “Instant Download” is selected, the bidder will need to enter an existing PlanWell Username / Password. If you do not have a username / password, you will be given the opportunity to sign up for an account and create a username / password at that time.

If “Print Order” is selected, the bidder will need to enter an existing PlanWell Username / Password. If you do not have a username / password, you will be given the option to enter your credit card number for billing purposes and then establish your username / password.

Plan holder List: You can access the current plan holders list at any time for a particular project through the PlanWell plan room. When in the plan room, find the drop down box in the upper left hand corner of the screen labeled “Project Tools”. Choose “Plan Holders List”. On the next screen click on the uppermost “View Report” button, this will provide the current plan holders list.

IMPORTANT INFORMATION

In order to receive Notification of Addendum and to appear on the Plan holders List, bidders must use either the “Instant Download” or the “Print Order” option on PlanWell using a registered username / password. Companies who order plans and specifications via telephone or E-mail will not appear on the Plan holders List and will not be notified of addenda.

For Procurement Questions, Contact: Robert Bowins, Senior Buyer, rbowins@howardcountymd.gov or (410) 313-6375.

KEY INFORMATION SUMMARY

IFB No.:	2018-20
IFB Name:	Underground Water Storage Tanks for Fire Suppression
Issue Date:	August 17, 2017
Buyer:	Robert Bowins rbowins@howardcountymd.gov 410-313-6375
Pre-Bid Date:	August 29, 2017 at 10:00A.M.
Pre-Bid Location	Engineering Conference Room, Thomas Dorsey Building 9250 Bendix Road Columbia, MD 21045 Please register by contacting Heather Streib at hstreib@howardcountymd.gov
Questions Due and to Whom:	Questions due no later than 4:00 p.m. September 4, 2017 Submit questions to: Robert Bowins at rbowins@howardcountymd.gov
Bid Due:	Prior To September 20, 2017 PRIOR TO 2:00P.M.
Mail/Deliver Bids to the Issuing Office:	Office of Purchasing 6751 Columbia Gateway Dr., Ste. 501 Columbia, MD 21046 410-313-6370
Agreement Term:	Per specifications
Bid Deposit/ Performance Bond:	Yes, both are required. Refer to Section A, paragraph(s) 4 and 5
EBO Subcontracting Participation:	10% Refer to Section F, Bid Submittals

MINORITY BUSINESS ENTERPRISES are encouraged to respond to this solicitation. For more information, please contact Mahesh Sabnani, Equal Business Opportunity Coordinator, at 410-313-3694.

IMPORTANT NOTICE REGARDING ADDENDA

Addenda to solicitations often occur prior to bid opening. It is the potential bidder's responsibility to regularly visit the PlanWell web site (www.e-arc.com/md/columbia) or the Office of Purchasing web site (www.howardcountymd.gov/departments/county-administration/purchasing) for addenda to solicitations.

In order to receive notification of addenda, potential bidders must be registered on the Planholders List by registering on PlanWell.

Howard County, Maryland
Office of Purchasing
Gateway Building, 5th Floor
6751 Columbia Gateway Drive
Columbia, Maryland 21046

INVITATION FOR BIDS 2018-20
UNDERGROUND WATER STORAGE TANKS FOR FIRE SUPPRESSION
CAPITAL PROJECT NUMBER F-5972, CONTRACT NUMBER 65-4959

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IMPORTANT: ADVISE OFFICE OF PURCHASING IMMEDIATELY IN THE EVENT ANY OF THE ABOVE SECTIONS ARE MISSING.

INFORMATION FOR **CONTRACTORS**

INFORMATION FOR CONTRACTORS

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INFORMATION FOR CONTRACTORS

1. SUBMISSION OF BID DOCUMENTS

- 1.1 This Invitation to Bid requires the return of all Bid Submittals, Section “F”. Failure to return the required documents may be cause for rejection of bid.
- 1.2 The required bid documents shall be submitted, in Duplicate (an Original and 1 Copy), to the Howard County Office of Purchasing, Gateway Building, 6751 Columbia Gateway Drive, Suite 501, Columbia, MD 21046 no later than the date and time specified in the Notice of Letting. Unless otherwise specified, all formal bids submitted shall be irrevocable for 60 calendar days following the bid opening date.
- 1.3 Each bid must be submitted in a sealed envelope plainly marked to indicate its contents. The envelope shall be addressed to the Howard County, Maryland, Office of Purchasing at the address noted on the Notice of Letting and shall include the project name, capital project number (contract number if applicable), the bid opening date and the time of bid opening on the envelope. All bids shall be filed prior to the time and at the place specified in the Invitation for Bids, as amended by any applicable addenda. Bids received after the time of opening of bids will be returned to the Bidder unopened.
- 1.4 Proposals made on anything other than the attached documents will not be considered. Changes in phraseology of the proposal, additions, or limiting provisions, will render the proposal nonresponsive and may cause its rejection.
- 1.5 Each bid shall be accompanied by the Affidavit regarding price fixing, gratuities, bribery, and discriminatory employment practices in accordance with Section E.1.c. (3)(b) of the Howard County Purchasing Manual. When the Contractor is a corporation, a duly authorized representative of said corporation shall execute the Affidavit. The Affidavit is provided in the solicitation package.
- 1.6 The Foreign Services Disclosure Form must accompany bids for construction-related services, architectural services, engineering services and energy performance contract services of \$2 million or more. Section 12-111 of the Maryland State Finance and Procurement Article requires bidders to local governments to make certain disclosures regarding plans, at the time the bid is submitted, to perform any services under the contract outside the United States. When applicable, the Foreign Services Disclosure form is provided in the solicitation package.
- 1.7 All bidders must be familiar with the general conditions, terms, and regulations for the bid. In case of conflicts between the contract documents, the order of precedence shall be: (1) Addenda to Invitations for Bids; (2) Information for Contractors; (3) Special Provisions; (4) Plans (Drawings); (5) Technical Specifications; (6) Volume IV Design Manual, Standard Specifications and Details for Construction; (7) SHA Standard “Standard Specifications for Construction and Materials” (January, 2008).
- 1.8 If a discrepancy in or omission from the specifications is found, or if a Contractor is in doubt as to their meaning, or feels that the specifications are discriminatory, the

Contractor shall notify the Buyer in writing not later than ten (10) days prior to the scheduled opening of bids. Exceptions taken do not obligate the County to change the specifications. The Issuing Office will notify all Contractors of any changes, additions or deletions to the specifications by addenda.

- 1.9 The submission of a proposal on this work and service will be considered as a representation that the bidder has carefully investigated (1) all conditions which affect or may, at some future date, affect the performance of the work or services covered by the proposal, (2) the entire area to be serviced as described in the attached specifications and other contract documents and that the bidder is fully informed concerning the conditions to be encountered; and (3) the character, quality and quantity of work to be performed and equipment and materials to be furnished. Also, that the bidder is familiar with all Federal, State, and County laws, all codes and ordinances of the County which in any way affect the prosecution of the work or persons engaged or employed in the work or the materials and equipment used in the work.
- 1.10 Any quantities given under the various items of the proposal are approximate only and subject to increase or decrease, as provided in the contract, without changing the unit prices to be paid for the work.
- 1.11 Bidders must not change any item in the proposal for which the County has stipulated a price. Any such change will cause rejection of the proposal.
- 1.12 The right is hereby reserved to reject any or all proposals, and to waive informalities as the interest of the County may require.

2. PRE-BID MEETING

A pre-bid meeting will be held at the date and time specified in the Notice of Letting in the **Engineering Conference Room of the Thomas Dorsey Building at 9250 Bendix Road, Columbia, Maryland 21045**. Bidder attendance is not required but strongly encouraged.

3. PROJECT MANAGER

The Howard County Project Manager for this contract is **Paul DiMarco, P.E.**, telephone number: (410) 313-6126.

4. BID DEPOSIT

A bid deposit, in the form of a certified check, cashier's check, or bid bond, shall accompany this proposal. The bid deposit shall be **5% of the total bid**, made payable to "Director of Finance, Howard County."

5. PERFORMANCE/PAYMENT BOND

A performance bond and payment bond for the full amount of the contract price shall be required of the successful bidder within 10 days after award notification. Said bond shall be issued by a surety company subject to approval of Howard County.

6. BIDDER'S QUALIFICATIONS

- 6.1 Bidders shall have at least 5 years of experience in the installation of fiberglass underground storage tanks, including a minimum of three (3) completed installations of tanks ranging between 20,000 Gallons to 50,000 Gallons within the last five (5) years *or* the completed installation of one (1) tank equal or greater than 30,000 Gallons within the last three (3) years under the supervision of the Bidder's Project Manager or Construction Superintendent to be assigned to this project. Bidders shall document this experience on the Qualifications Questionnaire (Section F), and provide a detailed list of recently completed projects meeting the specified experience requirements. The experience of owner(s) may be imputed to a newly formed company/contractor provided the owner(s) has/have at **least 5** years of demonstrated experience of reliability and meets the criteria set forth herein.
- 6.2 The Qualifications Questionnaire shall be completed by all Bidders. Only the information contained in the Qualifications Questionnaire will be considered in evaluating the Bidder's qualifications. Attachments (unless specifically requested), company brochures or submittals in any other format will not be considered in evaluating the qualifications of the Bidder. Bidders may reproduce sections of the Qualifications Questionnaire form as needed to provide the required information necessary to adequately demonstrate their experience.
- 6.3 The County reserves the right to check references furnished and consider the responses received in determining award of this bid. The County will not contact Bidders for clarifications of illegible information, wrong names, wrong phone numbers, or wrong addresses provided by Bidders on the Qualifications Questionnaire. Incomplete submittals or unverifiable information may not be considered in the evaluation.
- 6.4 The County reserves the right to inspect the Bidders' equipment, request resumes or past work histories of key personnel or to interview key personnel to be assigned to this contract.
- 6.5 Contracts shall be awarded to the lowest responsive and responsible bidder meeting all the specifications. In accordance with Howard County Code Sec. 4.117 (a) (4), the quality of performance of previous contracts or services shall be considered in determining the lowest responsive and responsible bidder. The County reserves the right to reject any bid deemed not responsible or non-responsive.

7. METHOD OF AWARD

Howard County intends to make award to the lowest responsive responsible bidder meeting all the specifications, having submitted all the required documents, and meeting all necessary experience and reference requirements for the Total Bid.

8. WORK SCHEDULE

- 8.1 The County observes a five-day workweek and the following holidays:

January 1	New Year's Day
January (3 rd Monday)	Martin Luther King Day
February (3 rd Monday)	President's Day
May (fourth Monday)	Memorial Day
July 4	Independence Day
September (1 st Monday)	Labor Day
November 11	Veterans Day
November (4 th Thursday)	Thanksgiving Day
November (4 th Friday)	Day after Thanksgiving
December 25	Christmas Day

- 8.2 If any holiday occurs on Sunday, the following Monday shall be considered a holiday. If the holiday occurs on Saturday, the Friday immediately preceding shall be considered a holiday.
- 8.3 The Contractor will not be permitted to work on the above-mentioned holidays or Saturdays unless requested 48 hours in advance by written notice. The Engineer will authorize this in writing and the Contractor will not be charged for the inspector's time. In the event that the Contractor fails to work its forces as indicated in its written request, it shall be charged a minimum of one-half (1/2) day for inspection time at the overtime rate.
- 8.4 The normal number of working hours per day on this contract will be limited to nine (9), unless otherwise authorized by the Engineer in writing.
- 8.5 In case of emergency, which may require that work be done on Saturdays, Sundays, Holidays, or longer than nine hours per day, the Contractor shall request permission of the Engineer to do so. If, in the opinion of the Engineer, the emergency is bona fide, he will grant permission to the Contractor to work such hours as may be necessary. Also, if in the opinion of the Engineer a bona fide emergency exists, he may direct the Contractor to work such hours as may be necessary whether the Contractor requests permission to do so or not.

9. PROHIBITIONS AGAINST DISCRIMINATION

The Contractor and all subcontractors shall not engage in any unlawful employment practice prohibited by law in connection with the work to be done under this contract. The Contractor shall not discriminate against any employee or applicant on the basis of race, creed, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, creed, color or national origin.

10. COOPERATIVE PURCHASING

- 10.1 The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this bid to any and all public bodies, subdivisions, school districts, community colleges, colleges and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements which may be appended thereto. The supplier/Contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this

bid and will also provide usage information, which may be requested.

- 10.2 The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this bid. All purchases and payment transactions will be made directly between the Contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid response.

11. PROTEST

Any protest concerning the award of an Agreement shall be decided by the County. Protests shall be made in writing to the Issuing Office and shall be filed within ten days of issuance of award notification. A protest is considered filed when received by the Issuing Office. The written protest shall include the name and address of the protestor, identification of the procurement, a statement of the specific reason for the protest and supporting exhibits. The Issuing Office will respond to the written protest within ten days. The County's decision is final.

12. AUTHORITY

Solicitations are issued pursuant and subject to the provisions of Article VIII, Howard County Charter; Sections 4.100 through 4.123, Howard County Code, 2003; and the rules and regulations as prescribed by the County.

13. MARYLAND REGISTRATION

Contractors must be registered to do business in, and must be in good standing in, the State of Maryland. Contractors not registered must obtain registration information from the Maryland Department of Assessments and Taxation website at: www.dat.state.md.us/ or by calling 410-767-1184 or Toll Free 888-246-5941.

14. BACKGROUND CHECKS AND INVESTIGATIONS

- 14.1 If a Contractors' employees are on-site in County buildings working without a County escort each employee of the Contractor shall agree to a background check or investigation consisting of national criminal database search covering misdemeanors and felonies and the release of that information to the County in the event that it is required.

- 14.2 The Contractor shall assume the cost to have background checks done for each employee assigned to each facility. The County may bill the Contractor \$100 for each standard background check. Public safety buildings require a higher level of security and an in-depth background checks referred to as "investigations". The County may bill the Contractor \$250 for each in-depth background investigation. This fee, when billed to the Contractor, shall be payable to the County prior to the check or investigation being conducted.

- 14.3 The background checks or investigations shall include all employees, new employees, subcontractors and replacement employees to be done prior to assignment of a building. The checks or investigations will be conducted by the County. The Contractor shall submit the proper forms (provided by the County) to the appropriate County agency, which will be determined if background checks or investigations are necessary.

- 14.4 The Contractor shall not assign any individual convicted of the following offenses which shall include, but are not limited to: Abduction, Homicide, Rape, Aggravated Assault, Sex Offender, Assault with Intent to Murder, or Assault with Intent to Rob.
- 14.5 The Contractor shall not assign any individual convicted, or having incomplete probation for the following offenses which shall include, but are not limited to: Burglary, Breaking and Entering, Carrying or Wearing a Weapon, Destruction of Property, Possession of a Controlled Dangerous Substance with Intent to Distribute, Explosives, Kidnapping, Theft/Larceny, Maiming, Manslaughter, Sexual Assault, Hate Crimes, Robbery, and Distribution of a Controlled Substance.
- 14.6 The Contractor reserves the right to seek exception to the above guidelines governing acceptability for assignment to the facility by providing documented specifics pertaining to convictions of the employee in question. The County will, at its sole discretion, accept or reject the requested exception.

GENERAL CONDITIONS

GENERAL CONDITIONS

The Howard County Design Manual, Volume IV, Standard Specifications and Details for Construction, approved and adopted on May 7, 2007 and all subsequent amendments are hereby made a part of this contract. Where reference is made herein or on the Contract Drawings to the Standard Specifications, or Details, it shall be interpreted to refer to the above Howard County Specifications.

Where reference is made to the General Conditions, it shall refer to the General Conditions contained in the above referenced Howard County Design Manual, Volume IV, Standard Specifications and Details for Construction.

SPECIAL PROVISIONS

SPECIAL PROVISIONS

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SPECIAL PROVISIONS

1. GENERAL

- A. The Special Provisions are hereby made a part of the contract. In the event of a conflict between this and any portions of the contract documents, refer to the Section titled Submission of Bid Documents of DOCUMENT A, INFORMATION FOR BIDDERS, and Section 4.02 of the General Conditions, Howard County Design Manual Volume IV Standard Specifications and Details for Construction.
- B. The Contractor shall maintain on the site at all times copies of the following documents: complete construction plans, complete construction specifications, all addenda issued during the bidding process, the latest edition of the Howard County Design Manual Volume IV Standard Specifications and Details for Construction with all amendments, State Highway Administration Standard Specifications for Construction and Materials latest edition and the current applicable Maryland Standards and Specifications for Soil Erosion and Sediment Control and latest supplements for the duration of construction of this contract.

2. SCOPE OF WORK

- A. The scope of work to be done under this contract consists of the furnishing of all materials and the construction, complete in place, of underground water storage tanks, and miscellaneous appurtenances and incidental items of work as shown on the contract drawings for Contract No. 65-4959 specified herein, or as directed by the Engineer.
- B. The plans and specifications are intended to cover a complete project including the testing of pipelines, equipment and appurtenances. It should be distinctly understood that failure to mention specifically any work that would naturally be required to complete the project shall not relieve the Contractor of his responsibility to perform such work.
- C. **Ten (10)** drawings accompany these specifications and show the extent of work to be done under this contract. The Contractor shall confine his operation within the limits of new work to be done as indicated on the drawings and to any other areas as approved by the Engineer for storage or disposal of material, access, field offices and other features required for performing the work.
- D. A Notice to Proceed shall be obtained by the contractor from Howard County prior to any construction activity commencing. A pre-construction meeting must be held at each individual site prior to the start of any work.

- E. During the period of construction, a Howard County representative must be on-site.

3. TEST DRILLING PRIOR TO SUBMISSION OF BIDS

Any Contractor desiring to conduct test drilling prior to submitting bids shall contact the Bureau of Engineering, Construction Inspection Division prior to performing any test drilling. The Contractor shall be responsible for obtaining all required permits, rights of entry, permission statements and notification of proper authorities including Miss Utility prior to conducting any test drilling. For test drilling within the State Highway Administration (SHA) rights-of-way, it shall be the Contractor's responsibility to obtain permission from the SHA to perform test drilling prior to submission of bids. For test drilling within Howard County road rights-of-way, it shall be the Contractor's responsibility to obtain required permit(s) from the Bureau of Engineering, Construction Inspection Division to perform test drilling prior to the submission of bids. The Contractor shall be solely responsible for all damages and repairs and restoration of surfaces disturbed during the test drilling operations.

4. MONTHLY PAYMENTS

Monthly payments will be made in accordance with Section GC-9.03, Progress Payments, of the General Conditions.

5. ADDENDA

- A. Should one or more addenda be issued during the bidding period of this contract, a certification of receipt shall accompany such addenda.
- B. All certifications of receipt of addenda must be signed by the bidder and accompany the proposal form which also shall indicate that the bid prices reflect all changes as a result of these addenda; otherwise, the proposal will not be accepted. See Document F - SUBMITTALS, Proposal, for certification of addenda.
- C. The bidder may verify the number of addenda issued by contacting the Howard County Department of Public Works, Bureau of Engineering, Utility Design Division, telephone (410) 313-2040.

6. CONSTRUCTION STAKEOUT

- A. Survey benchmarks and traverse point locations are noted on the plans along with the corresponding elevations and coordinate locations. A stakeout table is shown on the plans providing coordinate locations of the various components of the proposed facility. The Contractor shall protect the benchmarks and traverse points during construction of the facility.

- B. The Contractor shall perform construction stakeout using the services of a Professional Land Surveyor or Property Line Surveyor licensed in the State of Maryland (Licensed Surveyor). The Contractor shall provide all necessary lines, grades and elevations for the proposed construction and conform his work thereto. The Contractor shall furnish all necessary materials and labor for the setting of all stakes, grade-boards, lines, forms, etc., which may be required for the proper construction of the work.
- C. The Contractor shall provide a stakeout of the proposed facilities as indicated in the contract documents and prepare all necessary cut sheets. The stakeout and cut sheets shall be provided at a minimum spacing of 50-foot intervals. Stakeout and cut sheets along curved alignments shall be provided at a minimum spacing of 25 foot. Cut sheets shall be prepared based on the lines and grades shown on the contract drawings; any modifications required to comply with approved laying schedules shall be the responsibility of the Contractor. Two (2) copies of the cut sheets shall be provided to the Engineer a minimum of 2 days prior to their use.
- D. The Contractor shall preserve and maintain in proper position all stakes, grade-boards and lines until authorized to remove them. In case any are disturbed, the Contractor shall reset those so disturbed at his expense.
- E. Any work done without cut sheets, lines, levels and instructions having been given by a Licensed Surveyor, or without the supervision of the inspector, shall not be estimated or paid for except when such work is authorized by the Engineer. Work so done may be ordered removed and replaced at the Contractor's cost.
- F. Finished surfaces, in all cases, shall conform to the lines and grades as shown on the approved plans. Manhole frames, valves, boxes, etc. shall be set to conform with the finished grade of the street, or as shown on the drawings.
- G. The Contractor shall define the right-of-way, easement line or limits of disturbance (L.O.D.) of the project promptly upon request.

7. FIXED PRICE CONTINGENT ITEMS

Fixed price contingent items have been included as part of this contract as shown in the proposal. The County hereby reserves the right to unlimited increases or decreases to the quantities of the fixed price items without unit price increases for the duration of this contract. Reference is made to Section 130 - Fixed Price Contingent Items of the Standard Specifications.

8. SUBSURFACE DATA

Howard County has obtained data concerning subsurface materials or conditions through the use of soundings, test pits, test borings or other methods for its own use in designing

the project. The County does not guarantee the accuracy or completeness of the data, which is available to others for information purposes. Boring and test pit data included in the Specifications as an Appendix are provided for information only. The Contractor shall release the County and Engineer from any responsibility or obligation as to its accuracy or completeness or for any additional compensation for work performed under this contract due to assumptions based on use of such furnished information. The Contractor shall assume all responsibility in excavating for this project and shall not rely on subsurface information obtained directly or indirectly from the Engineer or from the County. Bidders shall make their own investigations of existing subsurface conditions. Neither the County nor the Engineer will be responsible in any way for additional compensation for excavation work performed under the contract due to Contractor's assumptions based on subsurface or test pit data prepared solely for the Engineer's use.

9. EXCAVATION

- A. Excavation work under this contract is unclassified, and includes (without limitation thereto) excavation and removal of all soil, shale, rock, boulders, existing foundations, fill and every kind of subsurface condition encountered in the contract area. Excavation work under this contract also includes the removal of surface and groundwater.
- B. No extra or additional compensation for excavation will be paid under this contract for work included in the bid proposal at the time of bidding.

10. CLASS 3 EXCAVATION

For the purpose of this contract, Class 3 Excavation shall pertain only to excavation below subgrade as specified in Section 1000.03.05(e) of the Standard Specifications.

11. BORROW EXCAVATION FOR TRENCH BACKFILL

- A. For open cut installation of utilities within roadways, the Contractor's attention is directed to the trench compaction requirements during backfill. Soil moisture density tests have been obtained along the route of the pipeline. Excavated material that is above the optimal moisture level and otherwise suitable will not be considered as unsuitable material. Soil that is above the optimal moisture content shall be spread, dried and used for trench refill.
- B. If in the opinion of the Engineer, road site conditions do not allow adequate time for spreading and drying of excavated material that is above the optimum moisture content to achieve the required soil compaction, the Engineer may direct the Contractor to use the contingent borrow excavation for trench backfill under Section 130, Fixed Price Contingent items, of the Standard Specifications.

- C. Where soil moisture tests have indicated areas of concern, a bid item for trench backfill using borrow excavation has been included in the contract. The bid item, Borrow Excavation for Trench Backfill, if included in the contract, may only be used at the discretion and at the direction of the Engineer. The Contractor shall have no recourse should the Engineer determine that the use of the bid item, Borrow Excavation for Trench Backfill, is not appropriate.
- D. Method of Measurement: Backfill using the bid item Borrow Excavation for Trench Backfill will be measured in cubic yards, based on the allowable Trench Payment Widths for the size pipe installed.
- E. Basis of Payment: Borrow Excavation for Trench Backfill when measured as provided above will be paid for at the contract unit price per cubic yard, which price and payment will constitute full compensation for furnishing, excavating, hauling, depositing and compacting of the material and the disposal of unsuitable material, and clearing, grubbing, sing, draining and reclamation of pits; the formation and compaction of embankments, backfills, subgrade, and all work and materials except as otherwise specified; the disposing of all unsuitable spoil material; and for all labor, equipment, tools and incidentals necessary to complete the item. No payment will be made for material required in excess of the allowable Trench Payment Width.

12. USE OF EXPLOSIVES

On a project where the use of explosives is allowed, the use of explosives shall be governed by the provisions of Section 7.21 of the General Conditions and Section 201.03.12, Use of Explosives, of Volume IV, Standard Specifications and Details for Construction.

13. PERMITS

- A. The Contractor's attention is directed to the fact that a permit is required from the State of Maryland, Department of Natural Resources, Water Resources Administration, for construction of the _____ N/A _____ crossing the _____ N/A _____ River. All work shall be performed in accordance with the permit requirements, which are hereby made a part of the contract, and are included in Appendix _____ N/A _____ of _____ these Specifications.
- B. The Contractor's attention is directed to the fact that _____ N/A _____ Road is a State road. A construction permit is required from the State Highway Administration (SHA) for all work within SHA right-of-way. All work shall be performed in accordance with the permit requirements that are hereby made a part of the contract and are included in Appendix _____ N/A _____ of these Specifications.

- C. The Contractor's attention is directed to the fact that a Maryland Department of the Environment National Pollution Discharge Elimination System (NPDES) permit for stormwater is required for the project. The NPDES permit is included in Appendix N/A of these Specifications. All work shall be performed in accordance with the NPDES permit requirements. Also included in Appendix N/A is the Transfer of Authorization for Individual and General Permits for Stormwater Associated with Construction Activity. The NPDES permit will be transferred to the Contractor and the Contractor (as the transferee) shall be responsible for meeting all requirements specified in the permit.
- D. The provisions of the Standard Specifications shall cover issuance of the Sediment and Erosion Control Permit.
- E. No additional measurement and payment will be made for compliance with the permits set forth under this heading. All costs associated with permit requirements shall be included in the various prices bid or stipulated for the construction work proposed herein.

14. UTILITY RELOCATIONS

- A. Utility companies have been contacted and arrangements have been made for the relocation, bracing or other protection of their facilities. In the event the Contractor's work requires the bracing of additional poles, any cost incurred shall be deducted from money owed the Contractor. The Contractor shall coordinate with the utility companies to schedule the relocation, bracing or protection of the utility companies' facilities.

The utility company will provide the following work efforts at no expense to the Contractor upon request from the Contractor:

<u>Description</u>	<u>Owner</u>	<u>Location</u>
N/A	N/A	N/A

- B. Generally, any pole within five feet of the centerline of the pipe will be braced at no expense to the Contractor. Any pole not shown on the drawings or listed above within this five-foot limit shall either be braced at no expense to the Contractor, tunneled, or the alignment of the pipe changed to avoid the pole as directed by the Engineer.

15. MAINTENANCE OF TRAFFIC

- A. The Contractor shall adhere to the requirements of Sections GC-7.08 and GC-7.09 of the General Conditions and all work necessary for the performance of maintenance of traffic shall be conducted in accordance with the requirements outlined therein. The Contractor's attention is also directed to the fact that the following maintenance of traffic requirements must be strictly followed.
1. No more trench than one-half the roadway width shall be open at any time, across a given street, so that traffic is always maintained.
 2. Pedestrian access to all properties shall be maintained at all times.
 3. Vehicular access to all properties shall be maintained at all times.
 4. Traffic shall be maintained using methods, signs, barricades, lights, and incidental materials as approved in the latest manual on Uniform Traffic Control Devices and the Howard County Standard Specifications and Details for Construction and subsequent revisions. The maintenance procedures shall include, but not be limited to:
 - a. Adequate warning signs
 - b. Placement of approved drum, Type I or Type II barricades every ten (10) feet between the traveled way and the construction area.
 5. One lane of traffic shall remain open at all times.
 6. No more than twenty-five (25) feet of trenching and no trenches crossing a roadway shall remain open between the hours 5:00 p.m. and 8:00 a.m. Any trench left open at night shall be covered with steel plates. The size and thickness of the steel plates shall be determined by the Engineer and/or Inspector in the field.
 7. The Contractor shall designate a Traffic Manager meeting all requirements of the Maryland Department of Transportation, State Highway Administration and notify the Construction Inspection Division prior to any work being done. The Traffic Manager shall be responsible for the proper implementation and maintenance of the Traffic Control Plan, daily inspections during hours of operation and maintaining regular surveillance over all aspects of traffic control for pedestrian and vehicular safety.
- B. Method of Measurement and Basis of Payment: No measurement or payment will be made for this item; the cost will be included in the various unit prices bid for other appropriate contract pay items.

16. OBSTRUCTED AND CLOSED ROADS

In instances where access to residential areas must be obstructed or blocked by construction crews, the Contractor shall do the following:

1. Call the Bureau of Environmental Services (410-313-6444) prior to scheduling work to ascertain the trash collection days for the area. Work shall be scheduled for non-collection days where possible.
2. If construction must be done on trash days, and a temporary road closing is contemplated, the Contractor shall be responsible for bagging and relocating trash to an accessible location.
3. Where the relocation of large amounts of trash is not practical, the Contractor shall inform the Bureau of Environmental Services at least 48 hours ahead of the proposed road closing. The Bureau of Environmental Services will make arrangements to have the trash contractor reschedule collection service to the affected area.
4. When emergencies occur and roads are blocked, contact the Bureau of Environmental Services so arrangements can be made for backup trash collection. Such notification is to be made even when blocked roads have other outlets.
5. No Measurement or payment will be made for this item; the cost shall be included in the unit prices bid for other appropriate contract pay items.

17. PATCHING EXISTING PAVING

- A. Patching of existing paving over water mains, water house connections, sewer mains and sewer house connections shall be measured and paid for in accordance with the Design Manual, Volume IV, Sections 1002 through 1005, 1009 and 1010.
- B. The existing paving shall be repaired with bituminous concrete surface in accordance with standard detail G 4.01. The permanent paving section shall conform to P-6 on standard detail R 2.02.
- C. The Contractor shall use Hot Mix Asphalt for temporary paving.

18. PERMANENT PAVMENT MARKINGS

- A. The Contractor shall furnish permanent pavement markings in accordance with Maryland State Highway Administration Standard Specification Section 550 and Section 951.

- B. No Measurement or payment will be made for this item, the cost shall be included in the unit prices bid for other appropriate contract pay items.

19. COST GROUPS

The County may estimate the cost of the contract and classify it as falling within one of a series of cost groups. If the County uses this procedure, the cost group shall be taken from the latest Maryland Department of Transportation, State Highway Administration's Standard Specifications for Construction and Materials. The letter designation will be published as part of the Invitation for Bids.

TECHNICAL **SPECIFICATIONS**

UNDERGROUND WATER STORAGE TANKS FOR FIRE PROTECTION

Amend section 2.1 MATERIALS FOR A STATIC WATER SUPPLY TANK of sheet 2 of 7 of the drawing set by adding the following:

- 2.1.3 General: All materials shall be in accordance with the latest Edition of Howard County Volume IV Design Manual: Standard Specifications and Details of Construction. Exceptions shall be granted on a case-by-case basis, following the Contractor's written request to the Engineer for exception.
- 2.1.4 Underground Static Water Storage Tank
- 1) The tank Manufacturer shall have, at minimum, five (5) years of experience successfully constructing FRP storage tanks, including a minimum of three (3) completed installations of tanks ranging between 20,000 Gallons to 50,000 Gallons within the last five (5) years *or* the completed installation of one (1) tank equal or greater than 30,000 Gallons within the last three (3) years.
 - 2) The manufacture of the underground storage tank shall be in accordance with ANSI-AWWA D-120-02, Thermosetting Fiberglass-Reinforced Plastic Tanks. Tanks shall be of single wall fiberglass reinforced plastic (FRP), manufactured with 100% resin. Glass-fiber reinforcement sand filters are not permitted.
 - 3) Approved manufacturers of underground static storage tanks include the following:
 - i. Xerxes Corporation
 - ii. Or approved equal.
 - 4) Features
 - i. Unless noted otherwise on the site-specific drawing(s), the tank shall have a nominal storage capacity of 30,000 gallons of liquid with a specific gravity of 1.1. It shall be clearly understood that all references to tank capacity in the plans and specifications refer to the nominal capacity, unless explicitly stated otherwise.
 - ii. The 52-inch diameter manhole frame and cover shall be made with a 1 ¼" wide steel ring frame, 3/8" diamond plate steel cover with rust resistant coating, a 14 gauge galvanized steel skirt, and carries the H-20 load rating. The 52" manhole cover shall be provided with two easy grip recessed handles. The manhole shall also be a rain tight manhole, and include a Buna-N gasket. The 52-inch diameter manhole frame and cover shall be model 10752×10, manufactured by PEMCO or approved equal.
 - iii. Following installation and successful testing the Contractor shall fill the

tank to its nominal capacity with clean water from a filling station approved in advance by the Howard County Project Manager.

2.1.5 Pipe and Fittings

- 1) All fittings and pipe, unless specifically noted otherwise, shall be Class 52 Ductile Iron pipe, in accordance with Howard County Standard Specifications.
- 2) All buried piping shall be fully-restrained mechanical joint pipe.
- 3) The horizontal centerline of the swivel connection shall not be more than eighteen-inches (18"), or less than twelve-inches (12") above finished grade at the location where the pumper truck is placed to draw from the tank.
- 4) The flange shall be installed as close to the concrete slab as is practicable.

Amend section 2.4 TESTING AND ACCEPTANCE of sheet 2 of 6 of the drawing set by adding the following:

- 2.4.1 Prior to final approval, the Howard County Department of Fire and Rescue shall witness an operational flow test of the completed tank installation. The Contractor shall contact Martin LePore at (410) 313-6300 to schedule the test. Water necessary for the test shall be provided by the Contractor and is in addition to the water to fill the tank as required for final approval.
- 2.4.2 The test shall be witnessed by the Howard County on-site inspector, or other representative as approved by the Howard County Project Manager.
- 2.4.3 The test shall be witnessed by the Howard County on-site inspector, or other representative as approved by the Howard County Project Manager.
- 2.4.4 Following the completion of testing and subsequent approval by the Howard County Project Manager, the Contractor shall refill the tank to full capacity as required.

Amend section 12 GEOTEXTILE of sheet 2 of 7 of the drawing set by adding the following:

12.4 Geotextile Envelope

- 12.4.1 The geotextile used to separate backfill from surrounding soil shall be a medium-duty, needle-punched, non-woven polypropylene material specifically suited to be used as a separation layer.
- 12.4.2 The geotextile envelope shall meet AASHTO M288-06 Class 1.
- 12.4.3 Geotextile shall not be stored in direct sunlight; the Contractor shall cover the rolls to minimize UV degradation.

12.4.4 The geotextile envelope shall be:

- 1) Mirafi S1000 by Tencate
- 2) or approved equal.

Amend section 20 OPERATING GUIDELINES of sheet 3 of 7 of the drawing set by adding the following:

20.8 Execution

20.8.1 Excavation shall be performed per all applicable regulations. The excavation shall be free of rocks, roots, or other protrusions, and excavated material shall be either hauled off-site or stabilized in accordance with Sheet 7 of 7 of the Contract Drawings.

20.8.2 The geotextile envelope shall be placed in a prepared excavation, such that the geotextile is continuous and free from rips, tears, or holes. Any such damage to the geotextile shall be repaired by patching and/or stitching, as needed. Seams shall be overlapped 6-inches, minimum, and securely fastened in place by pins or stitching.

20.8.3 Place deadmen, if required, carefully to avoid ripping or damaging the geotextile separation layer.

20.8.4 Place the underground water storage tank in the excavation in accordance with the manufacturer's installation instructions.

20.8.5 All tank appurtenances shall be installed in accordance with Contract Drawings, Sheets 1 through 7 of 7 and the tank manufacturer's installation instructions.

20.8.6 All plantings shall be installed and maintained in accordance with Howard County Volume IV Design Manual: Standard Specifications and Details of Construction.

Add section 21 LANDSCAPING to sheet 3 of 7 of the drawing set as following:

21.1 Replacement plantings shall be, at minimum, equal in size and type to the trees and shrubs removed for construction, subject to the provisions of the Howard County Landscape Manual and all subsequent updates, interim or permanent.

21.2 In the event that Plantings cannot be replaced with identical species, a substitution may be provided by the Contractor. The substitution shall be subject to review and approval by the Howard County Project Manager.

21.3 Any features not included in this specification, as well as any special circumstances such as multiple-tank designs shall be evaluated and approved during design phase and before any construction is started.

Add section 22 IDENTIFICATION to sheet 3 of 7 of the drawing set as following:

22.1 Signage shall be provided as shown on the Drawings 1 through 7 of 7.

Add section 23 SUBMITTALS to sheet 3 of 7 of the drawing set as following:

23.1 Catalog cuts of all materials to be installed shall be required and shall be submitted for approval.

Add section 24 METHOD OF MEASUREMENT to sheet 3 of 7 of the drawing set as following:

24.1 The work specified in this section will not be measured separately.

Add section 25 BASIS OF PAYMENT to sheet 3 of 7 of the drawing set as following:

25.1 Payment for the work in this section will be included as part of the lump sum bid item A-2, B-2, C-2, each 30,000 Gallon Water Tank, Complete in place.

SAMPLE
DOCUMENTS TO BE
EXECUTED UPON
CONTRACT AWARD

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed and delivered to the County.

NOW, THEREFORE, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. The Principal shall well and truly perform the Contract, including all warranty or guarantee obligations, and shall discharge any and all liability for latent defects, for which the Surety shall also be liable;
2. The Principal and Surety shall comply with the terms and conditions of this Performance Bond;
3. If the Obligees notifies both the Contractor and the Surety at their addresses described in this Bond that the Obligees is considering declaring the Contractor in default of the Contractor's obligations under the Contract, then, the Surety, at the Obligees's request, shall arrange a conference with the Principal and the Obligees to discuss methods of performing the Contract. If the Obligees, Principal and the Surety agree, the Principal shall be allowed a reasonable time, as determined by the rights to declare the Principal in default under the contract and terminate the Principal's right to proceed or to avail itself of any other right or remedy under the Contract;
4. If the Obligees declares the Contractor in default and terminates the Principal's right to proceed prior to final acceptance, then the Surety shall:
 - a. Undertake to perform and complete the Contract itself through its agents or through independent contractors; or
 - b. Obtain bids or negotiated proposals from qualified contractors acceptable to the Obligees for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Obligees with a contractor selected with the Obligees's concurrence and acceptable to the Obligees to be secured with performance and payment bonds executed by a qualified Surety in a form acceptable to the Obligees, and pay to the Obligees the cost of completion of the contract in excess of the Balance of the Contract price; or
 - c. If the cost to complete the Contract is in excess of the Balance of the Contract price plus the Penal Sum of the Performance Bond, then either obtain bids or negotiated proposals from qualified contractors acceptable to the Obligees for a contract for performance and completion of the contract, arrange for a contract to be prepared for execution by the Obligees with the contractor selected with the Obligees's concurrence and acceptable to the Obligees, to be secured with performance and payment bonds executed by a qualified Surety in a form acceptable to the Obligees and pay to the Obligees the excess cost of completion up to Penal Sum of the Bond as the excess costs are incurred by the Obligees; or pay to the Obligees the Penal Sum of the Bond within thirty (30) days of the date when the Surety determines the cost to complete the Contract is in excess of the sum of the Penal Sum of the bond and the Balance of the Contract price.
5. If the Surety complies with the obligations contained in paragraph 4 of this Bond, then, the Surety's liability shall be limited to the Penal sum of its bond.

6. If the Surety contests the propriety of the default and termination of the Principal's right to proceed, the Surety shall, nevertheless, comply with the obligations contained in paragraph 4 of this Bond but, in that event, the Surety shall be entitled to exercise all of the Principal's remedies under the Contract, including but not limited to asserting any and all claims which the Principal may have.
7. The balance of the contract Price shall be the total amount payable by the Oblige to the Principal under the Contract after adjustments for any approved change orders, including allowance to the Principal of any amounts received or to be received by the Oblige in settlement of insurance or other claims for damage to which the Contractor is entitled, reduced by all payments properly made to and on behalf of the Principal under the Contract and less any deductions made by the Oblige under the Contract for any damages for which the Principal may be liable to the Oblige under the Contract.
8. If, after notice of default under the contract and termination of the Principal's right to proceed, the Surety does not comply with the obligations contained in paragraph 4 of this Bond, then the Oblige, within fifteen (15) days after notice to the Surety, may have the remaining Contract work completed and the Surety shall be liable for all completion costs and other costs and damages that the Oblige may incur as a result of the Surety's failure to comply with the terms of this Bond.

The Surety 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 any way affect its obligations under the 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. Any increase in the contract amount shall automatically result in a corresponding increase in the penal amount of the Bond, without notice to or consent from the Surety, such notice and consent being hereby waived. Decreases in the contract amount shall not, however, reduce the penal amount of the Bond unless specifically provided for in said change order.

The Performance Bond shall be governed by and construed in accordance with laws of the State of Maryland exclusive of its choice of law rules and any reference herein to the Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

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

In Presence of: Individual Principal
Witness
..... as to(SEAL)

Presence of: Co-Partnership Principal
Witness
.....(SEAL)
(Name of Co-Partnership)
..... as to By:.....(SEAL)
..... as to(SEAL)
..... as to(SEAL)

Corporate Principal
.....
Attest: (Name of Corporation)
..... AFFIX
Corporate Secretary By:..... CORPORATE
President SEAL

.....
(Surety)
Attest: (SEAL) By:..... AFFIX
CORPORATE
Signature Title:..... SEAL
Bonding Agent's Name:.....
(Business Address of Surety)
Agent's Address:.....



HOWAR COUNTY, MARYLAND
PAYMENT BOND

Principal _____ Business Address of Principal _____

Surety _____ Obligee _____

HOWARD COUNTY, MARYLAND

a corporation of the State of _____
and authorized to do business in the State of
Maryland

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

_____ Date Bond Executed

Description of Contract

Contract Number:

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

WHEREAS, Principal has entered into or will enter into a Contract with Howard County, Maryland, which Contract is described and dated as shown above, and incorporated herein be reference. The contract and all items incorporated into the modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the Contract shall hereinafter be referred to as the "Contract."

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed and delivered to the Obligee.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all Claimants as hereinafter defined, for all sums justly due, labor and materials furnished, supplied, and reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined to be any and all of those persons supplying labor and materials in the prosecution of the work provided for in the Contract entitled to the protection provided by Sec. 17-101, et seq., State Finance and Procurement Article of the Annotated Code of Maryland (“Maryland Little Miller Act”).
2. The above named Principal and Surety hereby jointly and severally agree with the Obligee that every Claimant as herein defined, who has not been paid in full may, pursuant to and when in compliance with the provisions of the Maryland Little Miller Act, sue on this Bond for the use of such Claimant, prosecute the suit to final judgment for such sum or sums as may be justly due Claimant and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.

The Surety 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 any way affect its obligations on this Payment 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.

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

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

In Presence of: Individual Principal
Witness
..... as to(SEAL)

In Presence of: Co-Partnership Principal
Witness
.....(SEAL)
(Name of Co-Partnership)
..... as to By:.....(SEAL)
..... as to(SEAL)
..... as to(SEAL)

Corporate Principal
.....
Attest: (Name of Corporation)
.....
Corporate Secretary By:..... AFFIX
President CORPORATE
SEAL

.....
(Surety)
Attest: (SEAL) By:..... AFFIX
CORPORATE
SEAL

Signature Title:.....
Bonding Agent's Name:.....
(Business Address of Surety)

Agent's Address:.....

HOWARD COUNTY, MARYLAND CONTRACTOR AGREEMENT

THIS AGREEMENT ("Contract"), is made this _____ day of _____ in the year _____, by and between [Insert Name of Contractor _____, Insert Contractor's Address _____, Insert Phone # _____] ("the Contractor"), and HOWARD COUNTY, MARYLAND, ("the County") as a result of Invitation for Bid No. _____ - _____.

RECITALS

This Agreement is subject to all the conditions, covenants, stipulations, terms and provisions contained in the Contract Documents as described in Paragraph 7 of this Agreement. The Contractor has been notified of award, for a sum equal to the aggregate cost of the work, labor, materials, and supplies done or furnished, at the prices and rates respectively named in the attached proposal (also referred to as Contractor's "Bid").

This Agreement fulfills the conditions of the Contract's award, which provides that a formal contract should be executed by and between the Contractor and the County evidencing the terms of the award.

AGREEMENTS

1. The Contractor covenants and agrees with the County that it will well and faithfully construct the project known as Underground Tanks for Fire Suppression work, in accordance with each and every one of the conditions, covenants, stipulations, terms and provisions contained in the Contract Documents, at and for a sum equal to the aggregate cost of the work, labor, materials, and supplies done and furnished at the prices and rates respectively named in the attached proposal. The Contractor further covenants and agrees that it will well and faithfully comply with and perform each and every obligation imposed upon him by the Contract Documents, or the terms of the award.

2. The Contractor covenants and agrees that its obligations pursuant to the Contract Documents include but are not limited to the furnishing of all material, labor, equipment, supplies, plant, tools, and all other services, facilities and expenses necessary for the full operational performance and completion of the requirements of the Contract Documents.

3. The County agrees that it will pay the Contractor, when due and payable under the terms of said Contract Documents and of said award, the sums set forth in Contractor's proposal, and the Contractor agrees that it will well and faithfully comply with and perform each and every obligation imposed upon it by this Agreement.

4. In no event shall the total compensation paid to the Contractor under this Agreement exceed the sum of _____ Dollars (\$ _____) during the entire term of this Agreement. [insert if applicable, including renewals thereof.]

5. The Contractor (if a corporation), hereby certifies that it is a Maryland corporation in good standing or a foreign corporation registered to do business in Maryland with the Maryland State Department of Assessments and Taxation.

6. The Contractor hereby certifies that it has read and understands the provisions of the Howard County Charter dealing with conflicts of interest.

7. The Contractor and County agree that the following enumerated documents, collectively referred to as Contract Documents, are all essential documents of this Agreement and are made a part hereof as if fully set forth herein:

- 7.1. Contractor Agreement
- 7.2. General Conditions for Construction and Applicable Addenda
- 7.3. Proposal and Special Provisions
- 7.4. Instructions to Bidders
- 7.5. Bid Form
- 7.6. Performance Bond No. _____
- 7.7. Labor and Materials Payment Bond No. _____
- 7.8. All Drawings and Specifications
- 7.9. All Addenda duly issued prior to submission of Bids
- 7.10. All Change Orders duly issued
- 7.11. Any amendments to the Contract duly executed by both parties, and
- 7.12. Additional documents listed on any Addendum attached hereto.

8. Ownership of Goods.

All finished or unfinished work, reports, or goods that are the subject of this Agreement; including any licenses or consents acquired by the Contractor for performance hereunder, shall be and shall remain the property of the County.

9. Term. All proposed work shall be completed within 90 calendar days from notice to proceed.

SECTION E
Invitation for Bids No. 2018-20

10. Ethics.

10.1 The Contractor certifies that the officer of the corporation who is executing this Agreement has read and understands Attachment A, entitled Howard County Charter and Code References to Ethics, which contains the provisions of Section 901(a) of the Howard County Charter dealing with conflicts of interest and Section 22.204 of the Howard County Code dealing with conflicts of interest.

10.2 The Contractor certifies that he/she has (1) not been a party to an agreement to bid a fixed or uniform price; (2) not offered nor will offer any gratuity to any county official or employee; and (3) not violated any of the fair employment provisions of Code Sec. 4.119 Ethics and Fair Employment Practices detailed in Attachment A.

11. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The parties agree that the exclusive venue for any and all actions related hereto shall be the appropriate Federal or State court located within the State of Maryland.

This Agreement is made and entered into in Maryland and is to be construed under the laws of Maryland. As to the Contractor, this Agreement is intended to be a contract under seal and a specialty.

ATTEST:

APPROVED AND AGREED TO:
[INSERT LEGAL NAME OF CONTRACTOR]

Secretary

Print Name

By: _____ (SEAL)
Title: _____

ATTEST:

APPROVED:
HOWARD COUNTY, MARYLAND

Lonnie R. Robbins
Chief Administrative Officer

By: _____
Allan H. Kittleman
County Executive

APPROVED FOR LEGAL SUFFICIENCY:

Gary W. Kuc
County Solicitor

REVIEWING ATTORNEY:

Type Name: _____
Title: _____

APPROVED FOR SUFFICIENCY OF FUNDS:

DEPARTMENT APPROVED:

Stanley J. Milesky
Director of Finance

James M. Irvin
Director of Public Works

ATTACHMENT A TO CONTRACTOR AGREEMENT

HOWARD COUNTY CHARTER AND CODE REFERENCES TO ETHICS

Charter Section 901. Conflict of Interest.

(a) **Prohibitions.** No officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of any contract, job, work, or service for the County. No such officer or employee shall accept any service or thing of value, directly or indirectly, from any person, firm or corporation having dealings with the County, upon more favorable terms than those granted to the public generally, nor shall he receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable by the County, or by any person in connection with any dealings with the County, or by any person in connection with any dealings with or proceedings before any branch, office, department, board, commission or other agency of the County. No such officer or employee shall directly or indirectly be the broker or agent who procures or receives any compensation in connection with the procurement of any type of bonds for County officers, employees or persons or firms doing business with the County. No such officer or employee shall solicit or accept any compensation or gratuity in the form of money or otherwise for any act or omission in the course of his public work; provided, however, that the head of any department or board of the County may permit an employee to receive a reward publicly offered and paid for, for the accomplishment of a particular task.

(b) **Rules of construction; exceptions by Council.** The provisions of this Section shall be broadly construed and strictly enforced for the purpose of preventing officers and employees from securing any pecuniary advantages, however indirect, from their public associations, other than their compensation provided by law.

In order, however, to guard against injustice, the Council may, by resolution, specifically authorize any County officer or employee to own stock in any corporation or to maintain a business in connection with any person, firm or corporation dealing with the County, if, on full public disclosure of all pertinent facts to the County Council by such officer or employee, the Council shall determine that such stock ownership or connection does not violate the public interest.

The County Council may, by ordinance, delegate to the Howard County Ethics Commission the power to make such determinations and to authorize the ownership or connection. Any ordinance which delegates this power shall provide for procedures including a public hearing, and shall establish criteria for determining when the ownership or connection does not violate the public interest.

(c) **Penalties.** Any officer or employee of the County who willfully violates any of the provisions of this Section shall forfeit his office. If any person shall offer, pay, refund or rebate any part of any fee, commission, or other form of compensation to any officer or employee of the County in connection with any County business or proceeding, he shall, on conviction, be punishable by imprisonment for not less than one or more than six months or a fine of not less than \$100.00 or more than \$1,000.00, or both. Any contract made in violation of this Section may be declared void by the Executive or by resolution of the Council. The penalties in this Section shall be in addition to all other penalties provided by law.

Code Section 4.119. Ethics and Fair Employment Practices.

(a) **Conflict of Interest.** Bidders, vendors, purchasers and county employees involved in the purchasing process shall be governed by the provisions of the Howard County Charter and Howard County law regarding conflict of interest. No vendor shall offer a gratuity to an official or employee of the county. No official or employee shall accept or solicit a gratuity.

(b) **Discouragement of Uniform Bidding.**

(1) It is the policy of the county to discourage uniform bidding by every possible means and to endeavor to obtain full and open competition on all purchases and sales.

(2) No bidder may be a party with other bidders to an agreement to bid a fixed or uniform price.

(3) No person may disclose to another bidder, nor may a bidder acquire, prior to the opening of bids, the terms and conditions of a bid submitted by a competitor.

(c) **Fair Employment Practices**

(1) Bidders, vendors and purchases may not engage in unlawful employment practices as set forth in Subtitle 2 "human Rights" of Title 12 of the Howard County Code Section 14 of Article 49B of the Annotated Code of Maryland or Sections 703 and 704 of Title VII of the Civil Rights Act of 1964 as amended. Should any bidders, vendors or purchasers engage in such unlawful employment practices, they shall be subject to being declared irresponsible or being debarred pursuant to the provisions of this subtitle.

(2) The Howard County Office of Human Rights shall notify the county purchasing agent when any bidder is found, by a court of competent jurisdiction, to have engaged in any high unlawful employment practices.

(3) If any bidder has been declared to be an irresponsible bidder for having engaged in an unlawful employment practice and has been debarred from bidding pursuant to this subtitle, the Howard County Office of Human Rights shall review the employment practices of such bidder after the period of debarment has expired to determine if violations have been corrected and shall, within 30 days, file a report with the county purchasing agent informing the agent of such corrections before such bidder can be declared to be a responsible bidder by the County Purchasing agent.

(4) Payment of subcontractors. All contractors shall certify in writing that timely payments have been made to all subcontractors supplying labor and materials in accordance with the contractual arrangements made between the contractor and the subcontractors. No contractor will be paid a second or subsequent progress payment or final payment until such written certification is presented to the county purchasing agent.

Code Section 22.204. - Prohibited Conduct and Interests.

(a) **Participation Prohibitions.**

(1) Except as permitted by Commission regulation or opinion, an official or employee may not participate in:

- (i) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision of the matter, any matter in which, to the knowledge of the official or employee, the official or employee or a qualified relative of the official or employee has an interest.
- (ii) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision with respect to the matter, any matter in which any of the following is a party:
 - a. A business entity in which the official or employee has a direct financial interest of which the official or employee may reasonably be expected to know;
 - b. A business entity for which the official, employee, or a qualified relative of the official or employee is an officer, director, trustee, partner, or employee;
 - c. A business entity with which the official or employee or, to the knowledge of the official or employee, a qualified relative is negotiating or has any arrangement concerning prospective employment;
 - d. If the contract reasonably could be expected to result in a conflict between the private interests of the official or employee and the official duties of the official or employee, a business entity that is a party to an existing contract with the official or employee, or which, to the knowledge of the official or employee, is a party to a contract with a qualified relative;
 - e. An entity, doing business with the County, in which a direct financial interest is owned by another entity in which the official or employee has a direct financial interest, if the official or employee may be reasonably expected to know of both direct financial interests; or
 - f. A business entity that:
 - 1. The official or employee knows is a creditor or obligee of the official or employee or a qualified relative of the official or employee with respect to a thing of economic value; and
 - 2. As a creditor or obligee, is in a position to directly and substantially affect the interest of the official or employee or a qualified relative of the official or employee.

(2) A person who is disqualified from participating under paragraph 1. of this subsection shall disclose the nature and circumstances of the conflict and may participate or act if:

- (i) The disqualification leaves a body with less than a quorum capable of acting;
- (ii) The disqualified official or employee is required by law to act; or
- (iii) The disqualified official or employee is the only person authorized to act.

(3) The prohibitions of paragraph 1 of this subsection do not apply if participation is allowed by regulation or opinion of the Commission.

(b) **Employment and Financial Interest Restrictions.**

(1) Except as permitted by regulation of the commission when the interest is disclosed or when the employment does not create a conflict of interest or appearance of conflict, an official or employee may not:

- (i) Be employed by or have a financial interest in any entity:
 - a. Subject to the authority of the official or employee or the County agency, board, commission with which the official or employee is affiliated; or
 - b. That is negotiating or has entered a contract with the agency, board, or commission with which the official or employee is affiliated; or
- (ii) Hold any other employment relationship that would impair the impartiality or independence of judgment of the official or employee.

(2) The prohibitions of paragraph (1) of this subsection do not apply to:

- (i) An official or employee who is appointed to a regulatory or licensing authority pursuant to a statutory requirement that persons subject to the jurisdiction of the authority be represented in appointments to the authority;
- (ii) Subject to other provisions of law, a member of a board or commission in regard to a financial interest or employment held at the time of appointment, provided the financial interest or employment is publicly disclosed to the appointing authority and the Commission;
- (iii) An official or employee whose duties are ministerial, if the private employment or financial interest does not create a conflict of interest or the appearance of a conflict of interest, as permitted and in accordance with regulations adopted by the Commission; or
- (iv) Employment or financial interests allowed by regulation of the Commission if the employment does not create a conflict of interest or the appearance of a conflict of interest or the financial interest is disclosed.

(c) **Post-Employment Limitations and Restrictions.**

(1) A former official or employee may not assist or represent any party other than the County for compensation in a case, contract, or other specific matter involving the County if that matter is one in which the former official or employee significantly participated as an official or employee.

(2) For a year after the former member leaves office, a former member of the County Council may not assist or represent another party for compensation in a matter that is the subject of legislative action.

(d) **Contingent Compensation.** Except in a judicial or quasi-judicial proceeding, an official or employee may not assist or represent a party for contingent compensation in any matter before or involving the County.

(e) **Use of Prestige of Office.**

(1) An official or employee may not intentionally use the prestige of office or public position for the private gain of that official or employee or the private gain of another.

(2) This subsection does not prohibit the performance of usual and customary constituent services by an elected official without additional compensation.

(f) **Solicitation and Acceptance of Gifts.**

(1) An official or employee may not solicit any gift.

(2) An official or employee may not directly solicit or facilitate the solicitation of a gift, on behalf of another person, from an individual regulated lobbyist.

(3) An official or employee may not knowingly accept a gift, directly or indirectly, from a person that the official or employee knows or has the reason to know:

- (i) Is doing business with or seeking to do business with the County office, agency, board or commission with which the official or employee is affiliated;
- (ii) Has financial interests that may be substantially and materially affected, in a manner distinguishable from the public generally, by the performance or nonperformance of the official duties of the official or employee;
- (iii) Is engaged in an activity regulated or controlled by the official's or employee's governmental unit; or
- (iv) Is a lobbyist with respect to matters within the jurisdiction of the official or employee.

(4) (i) Subsection (4)(ii) does not apply to a gift:
a. That would tend to impair the impartiality and the independence of judgment of the official or employee receiving the gift;

b. Of significant value that would give the appearance of impairing the impartiality and independence of judgment of the official or employee; or
c. Of significant value that the recipient official or employee believes or has reason to believe is designed to impair the impartiality and independence of judgment of the official or employee.

(ii) Notwithstanding paragraph (3) of this subsection, an official or employee may accept the following:
a. Meals and beverages consumed in the presence of the donor or sponsoring entity;
b. Ceremonial gifts or awards that have insignificant monetary value;
c. Unsolicited gifts of nominal value that do not exceed \$20.00 in cost or trivial items of informational value;

d. Reasonable expenses for food, travel, lodging, and scheduled entertainment of the official or the employee at a meeting which is given in return for the participation of the official or employee in a panel or speaking engagement at the meeting;

e. Gifts of tickets or free admission extended to an elected official to attend a charitable, cultural, or political event, if the purpose of this gift or admission is a courtesy or ceremony extended to the elected official's office;

f. A specific gift or class of gifts that the Commission exempts from the operation of this subsection upon a finding, in writing, that acceptance of the gift or class of gifts would not be detrimental to the impartial conduct of the business of the County and that the gift is purely personal and private in nature;

g. Gifts from a person related to the official or employee by blood or marriage, or any other individual who is a member of the household of the official or employee; or

h. Honoraria for speaking to or participating in a meeting, provided that the offering of the honorarium is not related, in any way, to the official's or employee's official position.

(g) **Disclosure of Confidential Information.** Other than in the discharge of official duties, an official or employee may not disclose or use confidential information, that the official or employee acquired by reason of the official's or employee's public position and that is not available to the public, for the economic benefit of the official or employee or that of another person.

(h) **Participation in Procurement.**

(1) An individual or a person that employs an individual who assists a County, agency or unit in the drafting of specifications, an invitation for bids, or a request for proposals for a procurement, may not submit a bid or proposal for that procurement, or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for the procurement.

(2) The Commission may establish exemptions from the requirements of this section for providing descriptive literature, sole source procurements, and written comments solicited by the procuring agency.

BID SUBMITTALS

HOWARD COUNTY, MARYLAND

BID SUBMITAL CHECKLIST

**UNDERGROUND WATER STORAGE TANKS FOR FIRE SUPPRESSION
CAPITAL PROJECT NUMBER F-5972, CONTRACT NUMBER 65-4959**

NAME OF CONTRACTOR: _____
(Please Print or Type)

Is the company a certified Minority-, Women-, or Disabled-Owned Business Enterprise?

YES NO

If yes, indicate the type of minority ownership:

African American Asian American Disabled Eskimo
 Female Hispanic Native American

If yes, indicate the certification(s) held:

Howard County Government MD Dept. of Transportation City of Baltimore Other

Certification Number(s) and Expiration Date(s): _____

This package contains the following items:

- _____ BID FORMS (Including Total Amount of Bid form, Addendum Identification and Acknowledgment form and Schedule of Prices)
- _____ RAIN FOREST PROTECTION ACT OF 1991 CERTIFICATION
- _____ CORPORATION INFORMATION SHEET
- _____ QUALIFICATIONS QUESTIONNAIRE (Must be completed by all bidders)
- _____ AFFIDAVIT
- _____ FOREIGN SERVICES DISCLOSURE FORM
- _____ EQUAL BUSINESS OPPORTUNITY (EBO) SCHEDULE OF PARTICIPATION
- _____ WAGE RATE REQUIREMENTS FOR SERVICE CONTRACTS FORM
- _____ BID BOND OR CERTIFIED CHECK (Forms provided by the Bonding Agency)

THIS PACKAGE – SECTION F, MUST BE SUBMITTED IN DUPLICATE (1 ORIGINAL AND 1 COPY) TO THE OFFICE OF PURCHASING, GATEWAY BUILDING, 6751 COLUMBIA GATEWAY DRIVE, SUITE 501, COLUMBIA, MD 21046 BY:

September 20, 2017 PRIOR TO 2:00 P.M.

BIDDERS ARE REQUESTED TO SUBMIT THEIR BIDS IN A SEALED ENVELOPE PLAINLY MARKED TO INDICATE ITS CONTENTS OR IN AN ENVELOPE FURNISHED BY THE COUNTY AND TO ENTER THE PROJECT NAME, CAPITAL PROJECT NUMBER (CONTACT NUMBER IF APPLICABLE) AND BID OPENING TIME AND DATE ON THE ENVELOPE.

HOWARD COUNTY, MARYLAND

TOTAL AMOUNT OF BID FORM

**UNDERGROUND WATER STORAGE TANKS FOR FIRE SUPPRESSION
CAPITAL PROJECT NUMBER F-5972, CONTRACT NUMBER 65-4959**

The Bidder declares that the only person, firm or corporation or persons, firms, or corporations that has or have any interest in this proposal or in the contract or contracts proposed to be taken, is or are the undersigned; that this proposal is made without any connection, collusion, or agreement with any person, firm, or corporation making a proposal for the same work to bid a fixed or uniform price, that the attached specifications and form of contract therein referred to have been carefully examined and are understood; that as careful an examination has been made as is necessary to become informed as to the character and extent of the work required; and that it is proposed and agreed if the proposal is accepted to contract with the Howard County, Maryland, Department of Public Works, in the form of contract hereto attached to do the required work in the manner set forth in the specifications.

Made this _____ day of _____, 20____

(FIGURES) TOTAL AMOUNT OF BID

NAME OF CONTRACTOR _____

ADDRESS _____

SIGNED _____

NAME OF COMPANY OFFICIAL (Print or Type) _____

TITLE _____

TELEPHONE _____

EMAIL ADDRESS _____

FAX _____

All proposed work shall be completed within 90 calendar days from the date specified in the Notice to Proceed.

The amount of liquidated damages for this contract shall be \$500.00 per calendar day.

Accompanying this Proposal is a bid bond or certified check for 5% percent of the bid price payable to the "Director of Finance, Howard County", which is to be forfeited, as liquidated damages in the event that this Proposal is accepted and the above signed bidder shall refuse or neglect to execute the Contract and furnish the stipulated Bond under the conditions and time set forth in the Specifications.

HOWARD COUNTY, MARYLAND

ADDENDUM IDENTIFICATION AND ACKNOWLEDGMENT

**UNDERGROUND WATER STORAGE TANKS FOR FIRE SUPPRESSION
CAPITAL PROJECT NUMBER F-5972, CONTRACT NUMBER 65-4959**

Bidder shall identify by number, date and number of pages the following addenda and agree that the costs shown in the proposal reflect all changes made by addenda.

<u>NO.</u>	<u>Date</u>	<u>No. of Pages</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

NAME OF CONTRACTOR:

HOWARD COUNTY, MARYLAND

SCHEDULE OF PRICES

**UNDERGROUND WATER STORAGE TANKS FOR FIRE SUPPRESSION
 CAPITAL PROJECT NUMBER F-5972, CONTRACT NUMBER 65-4959**

DATE: _____

BIDDER: _____

SIGNATURE: _____ **TELEPHONE:** _____

BUSINESS ADDRESS: _____

<u>PART "A"- UNDERGROUND FIRE TANK CONSTRUCTION – SITE RT-20</u>						
<u>Western Regional Park, located at 14800 Carrs Mill Road, Woodbine, Maryland</u>						
Item No.	Description	Estimated Quantity	Unit Price		Total Price	
			Dollars	Cents	Dollars	Cents
A-1	MOBILIZATION/DEMObILIZATION	1 LS				
A-2	30,000 GALLON CENTER DRAFT WATER TANK, COMPLETE IN PLACE, INCLUDING EXCAVATION, CONNECTIONS, FITTINGS, BACKFILL, AND FILLING	1 EA				
A-3	ASPHALT PAVING, FULL DEPTH PER STD DETAIL R-2.02, P-6	1,633 SF				
A-4	ASPHALT PAVINDG, MILL AND OVERLAY	135 SF				
A-5	CONCRETE SLAB	240 SF				
A-6	CLEARING AND GRUBBING	1 LS				
A-7	SIGN, SITE IDENTIFICATION	1 EA				
A-8	SIGN, ADVANCE	2 EA				
A-9	SILT FENCE	140 LF				
A-10	SITE RESTORATION	3662 SF				
A-11	FENCE TO BE REMOVED AND REPLACED	250 LF				
A-12	TRACER WIRE	150 LF				
			TOTAL FOR PART 'A' \$ _____			

PART "B"- UNDERGROUND FIRE TANK CONSTRUCTION – SITE RT-42						
<u>Simpson Road and Hall Shop Road, Clarksville, Maryland</u>						
Item No.	Description	Estimated Quantity	Unit Price		Total Price	
			Dollars	Cents	Dollars	Cents
B-1	MOBILIZATION/DEMObILIZATION	1 LS				
B-2	30,000 GALLON CENTER DRAFT WATER TANK, COMPLETE IN PLACE, INCLUDING EXCAVATION, CONNECTIONS, FITTINGS, BACKFILL, AND FILLING	1 EA				
B-3	ASPHALT PAVING, FULL DEPTH PER STD DETAIL R-2.02, P-6	804 SF				
B-4	ASPHALT PAVINDG, MILL AND OVERLAY	120 SF				
B-5	CONCRETE SLAB	208 SF				
B-6	CLEARING AND GRUBBING	1 LS				
B-7	SIGN, SITE IDENTIFICATION	1 EA				
B-8	SIGN, ADVANCE	3 EA				
B-9	SILT FENCE	50 LF				
B-10	SITE RESTORATION	4,748 SF				
B-11	TRACER WIRE	150 LF				
B-12	TRAFFIC CONTROL	1 LS				
TOTAL FOR PART 'B'			\$ _____			

<u>PART "C"- UNDERGROUND FIRE TANK CONSTRUCTION – SITE RT-106</u>						
<u>Doughoregan Manor – located at Manor Lane, Ellicott City, Maryland</u>						
Item No.	Description	Estimated Quantity	Unit Price		Total Price	
			Dollars	Cents	Dollars	Cents
C-1	MOBILIZATION/DEMobilIZATION	1 LS				
C-2	30,000 GALLON END DRAFT WATER TANK, COMPLETE IN PLACE, INCLUDING EXCAVATION, CONNECTIONS, FITTINGS, BACKFILL, AND FILLING	1 EA				
C-3	GRAVEL PULLOFF AREA, COMPLETE IN PLACE INCLUDING EXCAVATION, LANDSCAPE TIES, SPIKE TIES, AND COMPACTING	70 CY				
C-4	CONCRETE SLAB	240 SF				
C-5	CLEARING AND GRUBBING	1 LS				
C-6	SIGN, SITE IDENTIFICATION	1 EA				
C-7	SIGN, ADVANCE	1 EA				
C-8	SILT FENCE	150 LF				
C-9	SITE RESTORATION	4,400 SF				
C-10	TRACER WIRE	150 LF				
TOTAL FOR PART 'C' \$ _____						

<u>PART "D"- FIXED PRICE CONTINGENT ITEMS</u>						
Item No.	Description	Estimated Quantity	Unit Price		Total Price	
			Dollars	Cents	Dollars	Cents
D-1	Class 1A excavation and refill.	10 C.Y.	60	00	600	00
D-2	Crusher run aggregate for maintenance of traffic.	50 Tons	35	00	1,750	00
D-3	Bituminous concrete for maintenance of traffic.	10 Tons	120	00	1,200	00
C-4	Mix no. 3 concrete for curbs, sidewalks and steps.	10 C.Y.	325	00	3,250	00
D-5	Mix no. 3 concrete for miscellaneous drainage structures.	5 C.Y.	475	00	2,375	00
D-6	Borrow excavation.	100 C.Y.	44	00	4,400	00
D-7	Class 3 excavation.	10 C.Y.	23	00	230	00
D-8	Select backfill.	100 C.Y.	47	00	4,700	00
D-9	Sheeting and shoring left-in-place by order of the engineer.	5 M.B.M	1,200	00	6,000	00
D-10	Calcium chloride dust control.	1 Tons	575	00	575	00
D-11	Mix no. 1 concrete.	5 C.Y.	375	00	1,875	00
D-12	Test pit excavation					
	a. Non Paved Areas	10 C.Y.	85	00	850	00
	b. Paved – no state roads	10 C.Y.	156	00	1,560	00
	c. Paved – arterial and state roads	10 C.Y.	225	00	2,250	00
D-13	Patching existing pavement with bituminous concrete.	20 Tons	125	00	2,500	00
D-14	Patching existing pavement with Portland cement concrete.	0 C.Y.	250	00	0	00
D-15	Silt fence.	200 L.F.	4	00	800	00
D-16	Super silt fence.	10 L.F.	10	00	100	00
D-17	Straw bale dike.	100 L.F.	5	00	500	00
D-18	Stone outlet sediment trap.	10 L.F.	22	00	220	00
D-19	Temporary seeding and mulching.	500 S.Y.	0	60	300	00
TOTAL FOR PART "D"					\$36,035.00	

SUMMARY

TOTAL FOR PART "A"	\$	
TOTAL FOR PART "B"	\$	
TOTAL FOR PART "C"	\$	
TOTAL FOR PART "D"	\$	36,035.00
 TOTAL FOR CONTRACT (PARTS A+B+C+D)	\$	

HOWARD COUNTY, MARYLAND

RAIN FOREST PROTECTION ACT OF 1991 CERTIFICATION

(The provisions of this subtitle shall apply to any procurement for the purchase of wood products that is over \$2,000.
"Wood products" are those exposed wood areas that are visible to the eye.)

**UNDERGROUND WATER STORAGE TANKS FOR FIRE SUPPRESSION
CAPITAL PROJECT NUMBER F-5972, CONTRACT NUMBER 65-4959**

I/We _____,
(name of contractor)

Located _____
(address)

() _____, hereby certify that the supplies being offered in this
(phone number)

capital project bid comply with the Howard County Rain Forest Protection Act of 1991.

The Act prohibits the purchase, by Howard County, of certain tropical rain forest wood products which are exposed and visible to the eye.

Howard County shall not purchase any of the following tropical wood products unless the vendor shows that the tropical wood item or type has been harvested from a pre-existing plantation, managed to maintain environmental functions, including watershed stability and erosion control practices, sustained yield production, and positive impact on the well being of local communities.

Name	Name
Acapu	Lauan, Red
Afromosia	Lauan, White
Almon	Limba
Amaranth	Louro
Amazaque	Mahogany, African
Aningeria	Mahogany, American
Apitong	Makore
Balsa	Movingui
Banak	Paduak, African
Bella Rosa	Paduak, Angola
Benge	Peroba
Boire	Purpleheart
Bubinga	Ramin
Cativo	Rosewood
Chenchen	Sapele
Concobolo	Sonora
Cordia	Tanguille
Ebony	Teak
Gaboon	Tiger Wood
Iroko	Wenge
Koa	Zebrawood
Koto	

WITNESS: _____

Signature

Name and Title of Signer

HOWARD COUNTY, MARYLAND
CORPORATION INFORMATION SHEET

1. CORPORATE NAME: _____
2. CORPORATE ADDRESS: _____

3. PRINCIPAL BUSINESS OFFICE ADDRESS: _____

TELEPHONE: _____ FAX: _____
4. NAME AND ADDRESS OF RESIDENT AGENT: _____
5. DATE OF INCORPORATION: _____ STATE OF INCORPORATION: _____
6. IF INCORPORATED IN ANOTHER STATE, IS CORPORATION REGISTERED AND QUALIFIED TO DO BUSINESS IN THE STATE OF MARYLAND? YES _____ NO _____
7. IS CORPORATION IN GOOD STANDING WITH THE STATE OF MARYLAND? YES _____ NO _____
8. IS THIS A CLOSE CORPORATION? YES _____ NO _____
9. MD STATE ASSESSMENT REGISTRATION NO.: _____
10. TAXPAYER IDENTIFICATION NUMBER: _____

Legal documents must be executed by the Corporate President or Vice President and the signature must be ATTESTED, not witnessed, by the Corporate Secretary or Assistant Secretary except in the case of a close corporation in which the signature may be witnessed. If someone other than the President or Vice President executes, the documents must be accompanied by a copy of Corporate By-Laws or Corporate Resolution indicating authority of individual to bind corporation.

11. NAME AND ADDRESSES OF ALL CURRENT OFFICERS (ATTACH INDIVIDUAL PAGES, IF NECESSARY):
NAME & TITLE: _____
ADDRESS: _____
NAME & TITLE: _____
ADDRESS: _____
NAME & TITLE: _____
ADDRESS: _____
NAME & TITLE: _____
ADDRESS: _____
12. NAMES AND ADDRESSES OF ALL CURRENT DIRECTORS (ATTACH ADDITIONAL PAGES, IF NECESSARY):

(Authorized Signature) _____ (Date) _____
(Type or Print Name) _____ (Title) _____

HOWARD COUNTY, MARYLAND

QUALIFICATIONS QUESTIONNAIRE

**UNDERGROUND WATER STORAGE TANKS FOR FIRE SUPPRESSION
CAPITAL PROJECT NUMBER F-5972, CONTRACT NUMBER 65-4959**

Name of Contractor: _____ **Date:** _____

Address: _____

Telephone Number: _____

BIDDER’S/CONTRACTOR’S QUALIFICATIONS

1. Bidders shall have at least 5 years of experience in the installation of fiberglass underground storage tanks, including a minimum of three (3) completed installations of tanks ranging between 20,000 Gallons to 50,000 Gallons within the last five (5) years *or* the completed installation of one (1) tank equal or greater than 30,000 Gallons within the last three (3) years under the supervision of the Bidder’s Project Manager or Construction Superintendent to be assigned to this project. Bidders shall document this experience on the Qualifications Questionnaire (Section F), and provide a detailed list of recently completed projects meeting the specified experience requirements. The experience of owner(s) may be imputed to a newly formed company/contractor provided the owner(s) has/have at least 5 years of demonstrated experience of reliability and meets the criteria set forth herein
2. The Qualifications Questionnaire shall be completed by all Bidders. Only the information contained in the Qualifications Questionnaire will be considered in evaluating the Bidder’s qualifications. Attachments (unless specifically requested), company brochures or submittals in any other format will not be considered in evaluating the qualifications of the Bidder. Bidders may reproduce sections of the Qualifications Questionnaire form as needed to provide the required information necessary to adequately demonstrate their experience.
3. The County reserves the right to check references furnished and consider the responses received in determining award of this bid. The County will not contact Bidders for clarifications of illegible information, wrong names, wrong phone numbers, or wrong addresses provided by Bidders on the Qualifications Questionnaire. Incomplete submittals or unverifiable information may not be considered in the evaluation.
4. The County reserves the right to inspect the Bidders’ equipment, request resumes or past work histories of key personnel or to interview key personnel to be assigned to this contract.
5. Contracts shall be awarded to the lowest responsive and responsible bidder meeting all the specifications. In accordance with Howard County Code Sec. 4.117 (a) (4), the quality of performance of previous contracts or services shall be considered in determining the lowest responsive and responsible bidder. The County reserves the right to reject any bid deemed not responsible or non-responsive.

1. **BIDDER’S CONSTRUCTION EXPERIENCE**, list most recent first.

(a) **Most Recent Work:**

Work for which Bidder was responsible:

Project Title and/or Other Identifying Number for the Work: _____

Location (Street Address, City/County, State): _____

Start Construction Date _____ End Construction Date: _____

Tank sizes (Gallons): _____

Tank material: _____

Bidder’s total dollar amount for the Work described: _____

Bidder’s Superintendent for the Work: _____

Bidder’s Project Manager for the Work: _____

Agency or Firm for whom work was performed (the Owner):

Name: _____

Address: _____

Telephone Number: _____

Names of persons having supervisory responsibility within Agency or Firm for whom Work was performed: _____

Firm performing Engineering Inspection Services:

Name: _____

Address: _____

Telephone Number: _____

Names of persons having supervisory responsibility within firm performing Engineering Inspection Services: _____

Was the Work of the Bidder performed as a Subcontractor? _____ (yes), _____ (no)

If “yes” Bidder shall complete the following:

Name of Prime Contractor: _____

Address of Prime Contractor: _____

Telephone No. of Prime Contractor: _____

Names of persons having supervisory responsibility within the Prime Contractor’s firm for whom the Work was performed: _____

Other pertinent information regarding this project:

1. **BIDDER’S CONSTRUCTION EXPERIENCE (continued)**, list most recent first.

(b) **Next Most Recent Work:**

Work for which Bidder was responsible:

Project Title and/or Other Identifying Number for the Work: _____

Location (Street Address, City/County, State): _____

Start Construction Date _____ End Construction Date: _____

Tank sizes (Gallons): _____

Tank material: _____

Bidder’s total dollar amount for the Work described: _____

Bidder’s Superintendent for the Work: _____

Bidder’s Project Manager for the Work: _____

Agency or Firm for whom work was performed (the Owner):

Name: _____

Address: _____

Telephone Number: _____

Names of persons having supervisory responsibility within Agency or Firm for whom Work was performed: _____

Firm performing Engineering Inspection Services:

Name: _____

Address: _____

Telephone Number: _____

Names of persons having supervisory responsibility within firm performing Engineering Inspection Services: _____

Was the Work of the Bidder performed as a Subcontractor? _____ (yes), _____ (no)

If “yes” Bidder shall complete the following:

Name of Prime Contractor: _____

Address of Prime Contractor: _____

Telephone No. of Prime Contractor: _____

Names of persons having supervisory responsibility within the Prime Contractor’s firm for whom the Work was performed: _____

Other pertinent information regarding this project:

1. **BIDDER’S CONSTRUCTION EXPERIENCE (continued)**, list most recent first.

(c) **Next Most Recent Work:**

Work for which Bidder was responsible:

Project Title and/or Other Identifying Number for the Work: _____

Location (Street Address, City/County, State): _____

Start Construction Date _____ End Construction Date: _____

Tank sizes (Gallons): _____

Tank material: _____

Bidder’s total dollar amount for the Work described: _____

Bidder’s Superintendent for the Work: _____

Bidder’s Project Manager for the Work: _____

Agency or Firm for whom work was performed (the Owner):

Name: _____

Address: _____

Telephone Number: _____

Names of persons having supervisory responsibility within Agency or Firm for whom Work was performed: _____

Firm performing Engineering Inspection Services:

Name: _____

Address: _____

Telephone Number: _____

Names of persons having supervisory responsibility within firm performing Engineering Inspection Services: _____

Was the Work of the Bidder performed as a Subcontractor? _____ (yes), _____ (no)

If “yes” Bidder shall complete the following:

Name of Prime Contractor: _____

Address of Prime Contractor: _____

Telephone No. of Prime Contractor: _____

Names of persons having supervisory responsibility within the Prime Contractor’s firm for whom the Work was performed: _____

Other pertinent information regarding this project:

1. **BIDDER’S CONSTRUCTION EXPERIENCE (continued)**, list most recent first.

(d) **Next Most Recent Work:**

Work for which Bidder was responsible:

Project Title and/or Other Identifying Number for the Work: _____

Location (Street Address, City/County, State): _____

Start Construction Date _____ End Construction Date: _____

Tank sizes (Gallons): _____

Tank material: _____

Bidder’s total dollar amount for the Work described: _____

Bidder’s Superintendent for the Work: _____

Bidder’s Project Manager for the Work: _____

Agency or Firm for whom work was performed (the Owner):

Name: _____

Address: _____

Telephone Number: _____

Names of persons having supervisory responsibility within Agency or Firm for whom Work was performed: _____

Firm performing Engineering Inspection Services:

Name: _____

Address: _____

Telephone Number: _____

Names of persons having supervisory responsibility within firm performing Engineering Inspection Services: _____

Was the Work of the Bidder performed as a Subcontractor? _____ (yes), _____ (no)

If “yes” Bidder shall complete the following:

Name of Prime Contractor: _____

Address of Prime Contractor: _____

Telephone No. of Prime Contractor: _____

Names of persons having supervisory responsibility within the Prime Contractor’s firm for whom the Work was performed: _____

Other pertinent information regarding this project:

1. **BIDDER’S CONSTRUCTION EXPERIENCE (continued)**, list most recent first.

(e) **Next Most Recent Work:**

Work for which Bidder was responsible:

Project Title and/or Other Identifying Number for the Work: _____

Location (Street Address, City/County, State): _____

Start Construction Date _____ End Construction Date: _____

Tank sizes (Gallons): _____

Tank material: _____

Bidder’s total dollar amount for the Work described: _____

Bidder’s Superintendent for the Work: _____

Bidder’s Project Manager for the Work: _____

Agency or Firm for whom work was performed (the Owner):

Name: _____

Address: _____

Telephone Number: _____

Names of persons having supervisory responsibility within Agency or Firm for whom Work was performed: _____

Firm performing Engineering Inspection Services:

Name: _____

Address: _____

Telephone Number: _____

Names of persons having supervisory responsibility within firm performing Engineering Inspection Services: _____

Was the Work of the Bidder performed as a Subcontractor? _____ (yes), _____ (no)

If “yes” Bidder shall complete the following:

Name of Prime Contractor: _____

Address of Prime Contractor: _____

Telephone No. of Prime Contractor: _____

Names of persons having supervisory responsibility within the Prime Contractor’s firm for whom the Work was performed: _____

Other pertinent information regarding this project:

HOWARD COUNTY, MARYLAND

AFFIDAVIT

(Must be completed, signed, and submitted with the bid.)

**UNDERGROUND WATER STORAGE TANKS FOR FIRE SUPPRESSION
CAPITAL PROJECT NUMBER F-5972, CONTRACT NUMBER 65-4959**

Contractor _____

Address _____

I, _____, the undersigned, _____ of the above named
(Print Signer's Name) (Print Office Held)

Contractor does declare and affirm this _____ day of _____, _____, that I hold the aforementioned office
(Month) (Year)
in the above named Contractor and I affirm the following:

AFFIDAVIT I

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

AFFIDAVIT II

No officer or employee of Howard County, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the County in connection with this contract, job, work, or service for the County, excepting, however, the receipt of dividends on corporation stock.

AFFIDAVIT III

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Howard County have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state, or of the federal government for acts of omissions committed after July 1, 1977.

AFFIDAVIT IV

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Howard County have been convicted within the past 12 months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 12.200 of the Howard County Code, or of Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.

AFFIDAVIT V

The Contractor:

- i. Is not currently identified on the list created by the Maryland State Board of Public Works as a person engaging in investment activities in Iran as described in Section 17-702 of the *Maryland State Finance and Procurement Article* ; or
- ii. Is not currently engaging in investment activities in Iran as described in Section 17-702 of the *Maryland State Finance and Procurement Article*.

If the person is unable to make the certification, it will provide the County, a detailed description of the Contractor's investment activities in Iran.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

Signature

Printed Name

Title

HOWARD COUNTY, MARYLAND

FOREIGN SERVICES DISCLOSURE FORM
FOR
CONSTRUCTION-RELATED SERVICES, ARCHITECTURAL SERVICES,
ENGINEERING SERVICES AND ENERGY PERFORMANCE CONTRACT SERVICES
OF \$2 MILLION OR MORE

Section 12-111 of the Maryland State Finance and Procurement Article requires bidders to make certain disclosures regarding plans, at the time the bid is submitted, to perform any services under the contract outside the United States. This provision applies to: (1) construction-related services; (2) architectural services; (3) engineering services; or (4) energy performance contract services with an estimated value of \$2 million or more. The provision requires bidders to disclose:

1. Whether the bidder or any contractor that the bidder will subcontract with to perform the contract has plans, at the time the bid is submitted, to perform any services required under the contract outside the United States; and
2. If the services under the contract are anticipated to be performed outside the United States;
 - i. Where the services will be performed; and
 - ii. The reasons why it is necessary or advantageous to perform the services outside the United States.

Indicate below whether or not the bidder has information to disclose.

- The bidder has **no** plans, at the time the bid is submitted, to perform any services under the contract outside the United States.
- The bidder has plans, at the time the bid is submitted, to perform services under the contract outside the United States.
- i. The services will be performed in the following location: _____
 - ii. It is necessary or advantageous to perform the services outside the United States for the following reason(s): _____

The contents of the disclosure form are true and correct to the best of my knowledge, information and belief.

Company Name (Bidder)

Signature

Date

Printed Name

Title

EQUAL BUSINESS OPPORTUNITY PARTICIPATION

NOTICE TO PRIME CONTRACTORS 10% SUBCONTRACTING GOAL ON CONTRACTS VALUED AT \$50,000 OR MORE

Howard County Code Section 4.122 established an Equal Business Opportunity program to foster overall equity and fairness to all citizens in relation to business enterprises conducting business with the County.

If a contract is \$50,000 or more, the Prime Contractor shall make a good faith effort to comply with the Howard County Equal Business Opportunity (EBO) program's 10% subcontracting goal. The Prime Contractor shall make a good faith effort to obtain minority subcontractor participation even if the Prime Contractor has the capability to complete the work with its own workforce. This is also applicable to Prime Contractors that are minority-owned firms. The percentage requirement may vary. Prime Contractors should submit the following completed *Equal Business Opportunity Subcontractor Participation Form* with the bid. Identify subcontractors prior to submitting the proposal. After contract award, changes in subcontractors require the written approval of the EBO Coordinator.

Possible areas of obtaining subcontracting participation include, but are not limited to, flagging services, hauling, copying and printing, and the purchase of materials used in performing the contract. Contractors may use minority, women or disabled business enterprises certified by Howard County, Maryland; the Maryland Department of Transportation; the City of Baltimore, Maryland; or another certifying entity in order to satisfy the 10% subcontracting goal. The website addresses for lists of minority businesses are:

[Howard County - Equal Business Opportunity List of Firms A-Z](http://www.mdot.state.md.us/MBE_Program/index.html)
http://www.mdot.state.md.us/MBE_Program/index.html
<http://cityservices.baltimorecity.gov/mwboo>

Contractors should submit a completed *Equal Business Opportunity Subcontractor Participation Form* with the bid identifying each certified EBO firm they intend to use on the contract. However, if the EBO Subcontractor Participation Form is not submitted with the bid, the County may request EBO subcontractor participation of the successful contractor.

Contractors failing to achieve the Equal Business Opportunity Program goal following a good faith effort to obtain participation must complete the *Equal Business Opportunity Program Request for Subcontracting Waiver* and provide documentation of its good faith attempts to obtain EBO participation. The County will determine if the efforts made satisfy a good faith attempt. A waiver will only be considered in rare contracts after a determination that the Contractor has made a good faith effort and thoroughly documented the efforts. Contractors should submit the *Equal Business Opportunity Program Request for Subcontracting Waiver* with the bid. However, if the request for waiver form is not submitted with the bid, the County may obtain the request for waiver of the successful contractor.

If the County exercises its option to renew the contract, it is expected that the EBO subcontracting goal will be met for each subsequent contract year when the contract amount is \$50,000.00 or more. Questions relating to the EBO program shall be directed to the EBO Coordinator 410-313-6370.

PRIME CONTRACTORS' COMPLIANCE OF EBO SUBCONTRACTOR PARTICIPATION

Prime Contractors that are awarded County contracts shall maintain adequate records of EBO participation on County contracts. The County may require that prime contractors report whether or not they met the proposed EBO subcontracting goal, so that the County can track compliance of EBO participation on County contracts.

HOWARD COUNTY, MARYLAND
EQUAL BUSINESS OPPORTUNITY
REQUEST FOR SUBCONTRACTING WAIVER

NAME OF CONTRACTOR: _____

TITLE: _____

SOLICITATION NUMBER: _____

I do hereby request that an exception be granted to the requirement that a minimum of percent of the total value of this contract be placed with MBE/WBE/DBE firms.

In connection with the above captioned project, and this request, I hereby certify that I am the _____
(TITLE)
and duly authorized representative of _____
(COMPANY NAME)

at _____
(ADDRESS)

I further certify that I have enclosed a Schedule of Participation by MBE/WBE/DBE firms, which reflects the percentage and dollar value of MBE/WBE/DBE participation, which my company expects to achieve for this contract. That percentage is _____ and the dollar value is \$_____.

Therefore, the Request for Exception is for _____ percentage and \$_____ dollar value.

To support this Request for Exception, I include the following information as attachments, which I certify to be true to the best of my knowledge, information and belief (Include the following. Use as many pages as necessary):

1. A statement of the efforts made by your company to contact and negotiate with MBE/WBE/DBE firms, including the names, addresses, and telephone numbers of MBE/WBE/DBE firms contacted and a description of the information provided to MBE/WBE/DBE firms regarding the plans and specifications for portions of the work to be performed.
2. A statement of the efforts made by your company to select portions of the work proposed to be performed by MBE/WBE/DBE firms in order to increase the likelihood of achieving the stated goal.
3. For each MBE/WBE/DBE firm which placed a bid which your company considers to be unacceptable, submit a statement which explains the basis for your conclusion that the MBE/WBE/DBE firm is unacceptable.

(SIGNATURE)

(DATE)

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SECTION J

INFORMATION ON HOWARD COUNTY, MARYLAND'S LIVING WAGE REQUIREMENT

Basics of the Howard County Living Wage Legislation

In 2007, the Howard County Council passed legislation requiring a minimum "living wage" for employees of certain contractors and subcontractors of Howard County. A Contractor that is defined as a "Covered Employer" under Howard County Code Section 4.122A shall pay each employee an hourly rate sufficient to at least equal 125% of the federal poverty guidelines for a family of four individuals calculated on the basis of a 40-hour work week for 52 weeks.

Howard County Code Sec. 4.122A applies to service contracts estimated to be over \$100,000.00 per year. The code does not apply to commodities contracts, contractors who employ fewer than 5 employees during the contract term, public entities, non-profit organizations, or contracts awarded under sole source, emergency, or expedited procedures. Other contractors may also be exempt; see the complete list of exemptions in Section 1 on the front of this form.

The living wage requirements do not apply to an employee:

- who performs no measurable work related to any contract with the County
- who participates in a government-operated or government-sponsored program that restricts the earnings of or wages paid to employees to a level below the wage required under the law
- who participates for not longer than 120 days in a calendar year in a government-operated or government-sponsored summer youth employment program
- for whom a different wage rate is expressly set in a collective bargaining agreement, or
- for whom a higher wage is required by a federal, state, or County law.

This form serves as written certification to the County of your firm's intent to comply with the County's wage requirements during this term and any subsequent renewals. A Covered Employer shall not subdivide a contract; pay an employee through a third party; or treat an employee as a subcontractor or independent Contractor to avoid the imposition of any requirement under this law. Failure to comply with this requirement at any time during the initial term and subsequent renewals may be sufficient cause for termination for default. A violation of this law is a Class A civil offense; in addition to a fine, the County may suspend or debar the violator under Howard County Code Sec. 4.117.

Current Living Wage Rate in Howard County

As of January 28, 2016, the Living Wage Rate is **\$14.60 per hour**.

How the Living Wage Rate is Calculated

The Howard County Living Wage Rate is calculated by taking 125% of the Federal Poverty Guideline for a family of 4, then using this amount to determine the hourly rate based on 40 hours/week. For example, on January 25, 2016, the Federal HHS Poverty Guideline was published as \$24,300 for a family of 4 (see www.aspe.hhs.gov/poverty).

$$125\% \text{ of } \$24,300 = \$30,375.00 \quad \$30,375.00 \div 52 \text{ weeks} \div 40 \text{ hrs/week} = \mathbf{\$14.60 \text{ per hour}}$$

This hourly rate must be paid to employees (full-time or part-time) during the time the employees actually provide services to the County. The current Living Wage remains in effect until new federal poverty guidelines are published, which is usually the following January. If there is a change, the Office of Purchasing will attempt to notify all current contractors via email using the email address provided on this form. It is the contractor's responsibility to ascertain the current rate.

Since the rate is subject to change annually, you must ensure that your bid pricing is sufficient to cover the cost of any increases during the term of the contract, including subsequent renewals. All prices shall take the current wage rate, and subsequent increases in the wage rate, if any, into account and there shall be no unit price adjustment for future wage rate increases during the initial term of this agreement and any subsequent renewals thereof. Future wage rate increases are hereby defined as any new rates approved by the County that take effect after and supersede the rate shown in this solicitation.

If you have questions about the Living Wage Requirement or how to complete this form, please contact the Office of Purchasing at purchasing@howardcountymd.gov or 410-313-6370.

Howard County, Maryland Wage Rate Requirements for Service Contracts Exemption Status Subtitle 1, Howard County Code Section 4.122A(b)(2)

Prime Contr.	Sub- Contr.	Section 1: Exemptions	Check all that apply, then continue to Section 2. If none of these statements apply to your company or the Subcontractor, check the last box in this section and continue to Section 2.
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- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Contractor or Subcontractor employs fewer than 5 employees at any time during the contract term. |
| <input type="checkbox"/> | <input type="checkbox"/> | Contractor or Subcontractor received less than \$100,000 from the County in the most recent 12-month period prior to the start date, and will be entitled to receive less than \$100,000 from the County within the next 12-month period. |
| <input type="checkbox"/> | <input type="checkbox"/> | Contractor or Subcontractor is a nonprofit organization that has qualified for an exemption from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. |
| <input type="checkbox"/> | <input type="checkbox"/> | Contractor or Subcontractor is expressly precluded from complying with Howard County Code Sec. 4.122A by the terms of any federal, state, or County law, federal or state contract or grant, and the contract falls within that preclusion. |
| <input type="checkbox"/> | <input type="checkbox"/> | Contractor or Subcontractor is a public entity. |
| <input type="checkbox"/> | <input type="checkbox"/> | Contractor or Subcontractor participates in a contract awarded under Howard County Code Secs. 4.110 (Sole Source), 4.111 (Emergency), or 4.112 (Expedited). |
| <input type="checkbox"/> | <input type="checkbox"/> | Contractor or Subcontractor is a regulated public utility. |
| <input type="checkbox"/> | <input type="checkbox"/> | Contract was awarded under a cooperative procurement with another government or organization of governments. |

Check here if none of the above statements are applicable to your company or to the Subcontractor, continue to Section 2.

Section 2: Certifications	<ul style="list-style-type: none"> • If you checked any exemptions in Section 1, skip this section and continue to Section 3. • If you did not check any exemptions in Section 1, check each box in Section 2 that applies to your company, then complete Section 3 below.
------------------------------	--

I do hereby certify that I have read and understand the provisions of Section 4.122A of the Howard County Code, that I am an authorized representative of the Contractor named below, and that:

- As a "covered employer," the Contractor and all Subcontractors will comply with the County's Wage Rate Requirements for Service Contracts (Howard County Code Sec. 4.122A) and will pay all employees not exempt under the wage requirements, and who perform direct measurable work for the County, the applicable wage requirements at the time the work is performed. The Contractor will keep the records necessary to show compliance and will submit such records to the Purchasing Agent on request of the Purchasing Agent; and will publicize the requirements of this law to any employees who may be covered by the law. The Contractor's proposed pricing is sufficient to meet the current living wage rate requirements during the initial term of the agreement and any increases applicable to subsequent renewals.
- If health insurance is provided to employees**, the per employee hourly cost of the premium for health insurance to an employee who provides services to the County that appears in the bid or proposal is correct.

Section 3: Contact Information	Provide your contact information in the space below, then sign and date this form and submit it with your bid.
-----------------------------------	--

Contractor Name _____	Vendor Federal ID Number _____
Address _____	Phone Number _____
_____	Email Address _____
Authorized Signature _____	Date _____
Print Name of Signatory _____	Title of Signatory _____

Office of Purchasing Use Only	Contract Title:		Buyer's Initials:
	Contract No: N / A	Renewal No. N / A	
	Capital Project No: F-5972	Contract Term: N / A	