



**CONTRACT AGREEMENT
CA-43-2014**

ON-CALL WATER AND SEWER CONSTRUCTION

HOWARD COUNTY, MD

AND

W.F. WILSON & SONS, INC.

JUNE, 2014

TABLE OF CONTENTS

- 1) CONTRACT AGREEMENT
- 2) EXHIBIT A
 - a. Howard County Invitation for Bids
- 3) EXHIBIT B
 - a. Contractors Proposal
- 4) EXHIBIT C
 - a. Certificates of Insurance
 - b. Affidavit
 - c. Foreign Services Disclosure Form
 - d. Bonds
 - e. Equal Business Opportunity Schedule of Participation
 - f. Rain Forest Protection Certification
 - g. Contract Information Sheet

CONTRACT AGREEMENT

CONTRACTOR AGREEMENT

THIS AGREEMENT ("Contract"), is made by and between **W.F. WILSON & SONS, INC, 7521 CEMETARY LANE, ELKRIDGE, MD 21075, (443)755-8720** ("the Contractor"), and **HOWARD COUNTY, MARYLAND**, ("the County") as a result of Invitation for Bids No. 2014-49.

RECITALS

This Agreement is made for the construction and other appurtenant work, as shown in the drawings and specifications marked Contract No. CA 43-2014 on file in the County Office, Ellicott City, Maryland. The Contract is subject to all the conditions, covenants, stipulations, terms and provisions contained in the Contract Documents as described in Paragraph 6 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 On-Call Water and Sewer Construction 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 compensation paid to the Contractor exceed the budget appropriation during the term of this Agreement, 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:
 1. Owner/Contractor Agreement
 2. General Conditions for Construction and Applicable Addenda
 3. Proposal and Special Provisions
 4. Instructions to Bidders
 5. Total Amount of Bid Form and Schedule of Prices
 6. Performance Bond No. 929592562

7. Labor and Materials Payment Bond No. 929592562
8. All Drawings and Specifications
9. All Addenda duly issued prior to submission of Bids
10. All Change Orders duly issued
11. Any amendments to the Contract duly executed by both parties, and
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.

9.1 This Agreement represents a requirements type contract and shall be effective when executed by the County and shall continue for (1) one year (hereinafter defined as the "Initial Term") at which time the County may exercise its renewal options for (4) four additional years, in (1) one year increments, exercisable at the sole discretion of the County.

9.2 The County reserves the right to renew this Agreement for one year increments on the same terms and conditions set forth herein. Unless set forth in a written amendment, the compensation and manner of payment set forth herein shall remain as is. In the event any renewal changes the terms and conditions set forth herein, the approval of the Howard County Council may be required.

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.

11.1 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.

11.2 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.

SIGNATURE PAGE FOLLOWS

ATTEST:

APPROVED AND AGREED TO:
W.F. WILSON & SONS, INC.

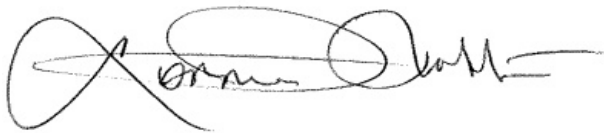

Secretary

J. Thompson
Print Name


Walter F. Gainer
President (SEAL)

WITNESS:

HOWARD COUNTY, MARYLAND



Robbins, Lonnie
Chief Administrative Officer



Ken Ulman
County Executive

APPROVED FOR LEGAL SUFFICIENCY

this 5th day of June, 2014



Reviewed by: Tucker, Constance
Assistant County Solicitor

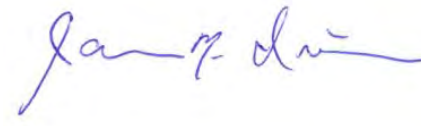


Johnson, Paul
Deputy Attorney, for
Nolan, Margaret Ann
County Solicitor

APPROVED FOR SUFFICIENCY OF FUNDS DEPARTMENT APPROVED



Milesky, Stanley
Director of Finance



Irvin, Jim
Director of Public Works
Department of Public Works

ATTACHMENT A

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.

EXHIBIT A

**HOWARD COUNTY, MARYLAND
OFFICE OF PURCHASING**

INVITATION FOR BIDS NO. 2014-49

**ON-CALL WATER AND SEWER
CONSTRUCTION**

AS ISSUED



HOWARD COUNTY, MARYLAND
OFFICE OF PURCHASING
6751 Columbia Gateway Drive, Suite 501
Columbia, MD 21046
(410) 313-6370
www.howardcountymd.gov/purchasing

ADDENDUM NO. 2

March 6, 2014

Invitation for Bid No. 2014-49
On-Call Water and Sewer Construction
Revised Opening Date: March 19, 2014 Time: 2:00 p.m.

This addendum is hereby made a part of this Invitation for Bid No. 2014-49. Please note the following changes, clarifications and attachments and submit your bid accordingly.

Changes

Change all references to bid opening date from, March 12, 2014, at 2:00 p.m. to March 19, 2014 at 2:00 p.m.

Questions/Clarifications

The following information/clarification is offered in response to questions received during the bidding process.

1. Question: Schedule of Prices, Labor Costs: Bid Item Numbers L6, L7, L8 on the bid form refers to laborer 1, 2 & 3. Is there a description of these laborers such as pipelayer, general laborer, etc?

Response: Bid Item Number L6, Laborer 1, shall be for pipelayers. Bid Item Number L7, Laborer 2, shall be for general laborers. Bid Item Number L8 has been deleted. When multiple laborers are required for a task assignment, payment shall be made based on either the pipelayer or general laborer classification. A revised bid form for Labor Costs, modifying the laborer classification and hours, is attached.

2. Question: Schedule of Prices, Equipment Costs: Bid Item Number E6, Tamper. Item E6 on the bid form refers to a tamper. Is that a hand tamper, jumping jack or plate tamper?

Response: Bid Item Number E6, Tamper, shall be a hydraulic compactor/tamper attachment suitable for the Backhoe/Loader specified in Bid Item Number E4. A revised bid form for Equipment Costs, modifying the item description for Bid Item Number E6 is attached.

3. Question: Schedule of Prices, Equipment Costs: Bid Item Number E8, Air Missile. Item E8 on the bid form refers to an air missile, what size?

Response: Bid Item Number E8, Air Missile shall be capable of producing a minimum 2-inch diameter bore hole for installation of water house connections. A revised bid form for Equipment Costs, modifying the item description for Bid Item Number E8 is attached.

4. Question: Schedule of Prices, Equipment Costs: Bid Item Number E15, Hydraulic Rock Breaker – Backhoe Attached. Bid Item E15 on the bid form refers to a hydraulic breaker for the backhoe, what size?

Response: The Hydraulic Rock Breaker shall be matched to and suitable for the Backhoe/Loader specified in Bid Item Number E4. A revised bid form for Equipment Costs, modifying the item description for Bid Item Number E15 is attached.

Attachments

1. Section F, Schedule of Prices, Labor Cost: Delete Page 1 of 4. Replace with attached “Page 1 of 4, Revised March 5, 2014”.
2. Section F, Schedule of Prices, Equipment Cost: Delete Page 2 of 4. Replace with attached “Page 2 of 4, Revised March 5, 2014”.

Please acknowledge addenda by signing below and returning with the bid. Failure to acknowledge this addendum may be cause for rejection of the bid.

ADDENDUM RECEIVED BY:

Signature

Company Name

Title

MVD

**HOWARD COUNTY
ON-CALL WATER AND SEWER CONSTRUCTION
SCHEDULE OF PRICES**

DATE _____

BIDDER _____

SIGNATURE _____

BUSINESS ADDRESS _____

TELEPHONE _____

LABOR

The hourly rates bid shall include the cost of payroll burden, overhead, insurances and profit for that labor classification for an 8 hour work day.

	LABOR COSTS			
Item No.	Personnel	Hours	Hourly Rate	Total Price
L1	Project Manager/Estimator/Superintendent	120		
L2	SHA Certified Traffic Control Manager	80		
L3	Forman	240		
L4	Backhoe Operator	240		
L5	Truck Driver	240		
L6	Laborer 1 (Pipelayer)	480		
L7	Laborer 2 (General Laborer)	240		

TOTAL LABOR COST \$ _____

**HOWARD COUNTY
 ON-CALL WATER AND SEWER CONSTRUCTION
SCHEDULE OF PRICES**

EQUIPMENT

The hourly rates bid shall include the cost of operation, maintenance, insurances, overhead and profit for that item or piece of equipment; including the associated costs for fuel, oil, grease, tires, etc.

	EQUIPMENT COST			
Item No.	Item Description	Hours	Hourly Rate	Total Price
E1	Mobilization, Lump Sum Only, Per Job	LS	LS	
E2	Capacity Pick Up Truck - 3/4 Ton Capacity	480		
E3	Dump Truck - 8 Cubic Yard	240		
E4	Backhoe/Loader - Rubber Tired, 1 CY, 60 HP, 17 ft Reach	240		
E5	Trench Shield (Box) - 6'x8', 4-inch Double Wall	240		
E6	Tamper (suitable for hydraulic attachment to Backhoe/Loader specified in bid item E4)	240		
E7	Water Main Tapping Machine - 3/4-inch to 1 - inch	80		
E8	Air Missile – minimum 2-inch	40		
E9	Sewer Manhole Core Machine - 4, 6 and 8-inch Capacity	24		
E10	Self Propelled Road Saw for Concrete / Asphalt	24		
E11	Rock Drill - 2-inch Bit	32		
E12	Air Compressor (125 CFM)	100		
E13	Directional Drilling Unit, services up to 2-inch	32		
E14	Steel Plates (2), Minimum Size 8' x 6' x 3/4"	160		
E15	Hydraulic Rock Breaker - backhoe attached. (suitable for Backhoe/Loader specified in bid item E4)	40		
E16	Crawler Mounted (track) Hydraulic Excavator, 66,000 lbs Capacity	40		

TOTAL EQUIPMENT COST \$ _____



HOWARD COUNTY, MARYLAND
OFFICE OF PURCHASING
6751 Columbia Gateway Drive, Suite 501
Columbia, MD 21046
(410) 313-6370
www.howardcountymd.gov/purchasing

ADDENDUM NO. 1

March 3, 2014

Invitation for Bid No. 2014-49
ON-CALL WATER AND SEWER CONSTRUCTION
Opening Date: March 12, 2014 Time: 2:00 PM

This addendum is hereby made a part of this Invitation for Bid No. 2014-49. Please note the following changes, questions and clarifications as a result of the pre-bid conference held on February 25, 2014 and submit your bid accordingly.

Questions:

1. Section F, Schedule of Prices, Equipment Cost. Bid item E-4 requires a rubber tired backhoe/loader with a 1 CY, 60 HP, 17 foot reach. Will the County accept the use of track equipment of similar capacity in lieu of a rubber tired backhoe/loader?

Answer: The nature of the on-call contract will require work within County and State roads and existing residential developments. The requirement for a rubber tired backhoe/loader is to limit damage and repair to paved streets, parking lots, curbs and gutters and other improved surfaces. The intent of the on-call contract is for the Contractor to own or to have access to a rubber tired backhoe/loader with the capacity indicated and to provide the services of that equipment at the price bid for Bid Item E-4. In lieu of a rubber tired backhoe/loader, the County will accept a rubber tracked excavator and rubber tracked/tired front end loader, that when used in combination, provide the same capacity and functionality for the price bid for Bid Item E-4.

2. The sign-in sheet from the pre-bid conference is attached to this addendum.

Please acknowledge addenda by signing below and returning with the bid. Failure to acknowledge this addendum may be cause for rejection of the bid.

ADDENDUM RECEIVED BY:

Signature

Company Name

Title

Pre-bid meeting

IFB No. 2014-49

On-Call Water and Sewer Construction

Tuesday, February 25, 2014 @ 10:00 a.m. at the Dorsey Bldg.

IT IS IMPORTANT TO COMPLETE THE GRAY AREAS OF THIS FORM AS IT WILL ASSIST HOWARD COUNTY'S ONGOING EFFORTS TO OBTAIN MBE/DBE/WBE PARTICIPATION.

PRINTED NAME OF REPRESENTATIVE	COMPANY NAME	IS YOUR COMPANY EBO/MBE CERTIFIED?	TELEPHONE & FAX NUMBER	E-MAIL ADDRESS	INTERESTED IN BEING A SUB- CONTRACTOR? CHECK HERE
DON LIEU	HOWARD COUNTY		410-313-6121 410-313-6144	dlieu@howardcountymd.gov	
Michael Knowles	The Robert B. Butler Company	Yes	410-363-1555	mknowles@baltoro.com	
Bruce Menz	Utilities Unlimited, Inc.	No	410-442-1955 410-442-1838		
Andrew Farina	Utilities Unlimited, Inc.	No	410-442-1755 410-442-1838	Andrew@ utilitiesunlimited.com	
JB McDaniel	ATI Contractors	No	410-781-0331 410-781-0555	JB.mcdaniel@atl.com	
A. Azzaro	Cosentino	No	410-574-5800 410-574-9542	Anthony Azzaro @Cosentino.net	
DANIEL ROSS	ROSS CONTRACTING	No	301-831-5500 F 301-831-5900 F	DANR@ROSSCONTRACTING.COM	
Jim Thompson	W.F. Wilson	No	443-953-8723 8724	jthompson@ wfwilson.net	
Bob Gill	HoCo Purchasing		410-313-	rgill@howardcountymd.gov	
Michael Parker (Buyer)	HoCo Purchasing		410-313-6375	moecker@howardcountymd.gov	

NOTICE OF LETTING



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

INVITATION FOR BID NO. 2014-49

ON-CALL WATER AND SEWER CONSTRUCTION

Pre-Bid Conference: February 25, 2014, 10:00 AM
Engineering Conference Room, Dorsey Building
9250 Bendix Road, Columbia, MD 21045

Opening: March 12, 2014, 2:00 PM
Office of Purchasing, Gateway Building
6751 Columbia Gateway Drive, Suite 501, Columbia, MD 21046

The County intends to procure the services of one or more qualified utility contractors to perform on-call construction of miscellaneous water and sewer pipelines and appurtenances. The projects may include, but are not limited to, utility construction involving: water main extensions, sewer main extensions, installation of water valves, fire hydrants, manholes, water and sewer service connections, and emergency repairs on transmission mains and interceptor sewers. The value of the individual projects will typically be within the State Highway Administration's Cost Group B, \$100,000 to \$500,000. 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 Bid Documents, with instructions to the bidders will be posted electronically on PlanWell on February 7, 2014. The Bid Documents consists of the Invitation for Bids booklet (Specifications booklet) only. The Bid Documents for this solicitation do not contain plans or drawings. PlanWell is the only location where the Bid Documents for this solicitation will be available.

To view, download, or order prints of the bid documents 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 left 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_WS2014**
 - 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 Mr. Don Lieu, office phone 410-313-6121, e-mail address dlieu@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: At anytime you can access the current plan holders on a particular project through the PlanWell plan room. When in the plan room, find the drop down box in the upper left hand corner labeled “Project Tools”. Choose “Report Tools” and then “Plan holders List”. On the next screen click on the uppermost “View Report” button, this will provide the current plan holders list.

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: Michael Decker, Buyer, mdecker@howardcountymd.gov or (410) 313-6375.

KEY INFORMATION SUMMARY

IFB No.:	IFB 2014-49
IFB Name:	ON-CALL WATER AND SEWER CONSTRUCTION
Issue Date:	February 7, 2014
Buyer:	Michael V. Decker mdecker@howardcountymd.gov 410-313-6375
Pre-Bid Date:	February 25, 2014
Pre-Bid Location:	Engineering Conference Room, Dorsey Building 9250 Bendix Road, Columbia, MD 21045
Questions Due and to Whom:	Questions due no later than 4:00 p.m., 10 days prior to the bid opening. Submit questions to: Michael V. Decker at mdecker@howardcountymd.gov
Bid Due:	March 12, 2014, 2:00 PM
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. See SECTION A, paragraph(s) 4 and 5
EBO Subcontracting Participation:	10% See SECTION F, Bid Submittals

MINORITY BUSINESS ENTERPRISES are encouraged to respond to this solicitation. For more information, please contact Mr. 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/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 BID 2014-49
ON-CALL WATER AND SEWER CONSTRUCTION

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
	NOTICE OF LETTING	2
	KEY INFORMATION SUMMARY	1
A	INFORMATION FOR CONTRACTORS	10
B	GENERAL CONDITIONS	1
C	SPECIAL PROVISIONS	9
D	TECHNICAL SPECIFICATIONS	N/A
E	SAMPLE DOCUMENTS TO BE EXECUTED UPON CONTRACT AWARD	
	Performance Bond	4
	Payment Bond	3
	Contractor Agreement	2
	Attachment to Contractor Agreement	3
F	BID SUBMITTALS	
	Bid Submittal Checklist	1
	Total Amount of Bid Form	1
	Addendum Identification and Acknowledgment	1
	Schedule of Prices	4
	Rain Forest Certification	1
	Corporation Information Sheet	1
	Qualifications Questionnaire	12
	Affidavit	1
	Foreign Services Disclosure Form	1
	Equal Business Opportunity (EBO) Schedule of Participation	3
	Wage Rate Requirement for Service Contracts	2
G	APPENDICES	
	Appendix A	
	MDE Transfer of Authorization for Individual and General Permits for Stormwater Associated with Construction Activity	2

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

INFORMATION FOR **CONTRACTORS**

**INFORMATION FOR CONTRACTORS
ON-CALL WATER AND SEWER CONSTRUCTION**

CONTENTS

<u>PARAGRAPH</u>	<u>TITLE</u>	<u>PAGE NO.</u>
1.	Submission of Bid Documents	A-1
2.	Pre-bid Meeting	A-2
3.	Project Manager	A-2
4.	Bid Deposit	A-2
5.	Performance / Payment Bond	A-3
6.	Bidder's Qualifications	A-3
7.	Method of Award	A-4
8.	Contract Period	A-4
9.	Price Adjustment	A-4
10.	Quantities	A-5
11.	Method of Purchase	A-5
12.	Billing and Payment under Proposal Unit Prices	A-6
13.	Subcontracting	A-7
14.	Work Schedule	A-8
15.	Prohibitions Against Discrimination	A-9
16.	Cooperative Purchasing	A-9
17.	Protest	A-9
18.	Authority	A-10
19.	Maryland Registration	A-10
20.	Background Checks and Investigations [for Services Only]	A-10

INFORMATION FOR CONTRACTORS

1. SUBMISSION OF BID DOCUMENTS

- 1.1 This Invitation to Bid requires the return of all 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, 5th Floor, 6751 Columbia Gateway Drive, 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 or in an envelope furnished by the County. 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 (ON-CALL WATER AND SEWER CONSTRUCTION), 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 Special Provision Inserts and Special Provisions for January 2001 Specification; (8) SHA Standard "Standard Specifications for Construction and Materials" (January, 2001).

- 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 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 The quantities given in the various bid items of the proposal are for comparative purposes only to be used in the basis of award of this contract. The County will prepare plans and/or specifications for the construction for each water and sewer project as required. The Contractor shall prepare a construction cost estimate for each project for the County's review based on the unit prices provided in the proposal. As the On-Call construction needs of the County are not known in advance, the County reserves the right to unlimited increase or decrease in the quantities for each bid item over the course of this contract without change in the annually adjusted prices.
- 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 Mr. Don Lieu, telephone number: (410)-313-6121.

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 \$300,000 shall be required of each of the successful bidders 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 continuous experience in the construction of water mains and gravity sanitary sewers. Bidders shall have completed 3 gravity sanitary sewer installations of 8-inch diameter and larger totaling 5,000 linear feet within the past 3 years under the supervision of the Bidder's Project Manager or Construction Superintendent to be assigned to this project. In addition, bidders shall have completed 3 water main installations of 8-inch diameter and larger totaling 5,000 linear feet within the past 3 years (with a minimum 1,000 linear feet of PVC C-900 pressure pipe) under the supervision of the Bidder's Project Manager or Construction Superintendent to be assigned to this project.

Bidders shall document all required 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 10 years of demonstrated experience of reliability and meets the criteria set forth herein.

- 6.2 Bidders shall designate a primary contact person within the firm (project manager / superintendent / estimator) with the authority to act and speak on behalf of the firm regarding work efforts required by the County. The primary contact person shall have a minimum of 10 years of experience in water and sewer construction and have acted in a similar capacity in at least 4 of the 6 sewer/water installations listed in item 6.1 above. The Contractor shall document the required experience of the contact person on the Qualifications Questionnaire.
- 6.3 All bidders are advised that they must be available to assist the County with manpower (a minimum four man crew consisting of a foreman, backhoe operator, truck driver and laborers) and all equipment for emergency repairs of water and/or sewer mains on a 24 hours/day, 365days/year basis. The crew and equipment must be able to respond on site within 4 hours of an emergency call. Supervisory personnel must be readily available by office and cell telephone. A primary and secondary point of contact shall be provided. Bidders shall provide on the Qualifications Questionnaire, SECTION F, the names and telephone numbers of their designated emergency supervisory personnel.
- 6.4 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 additional copies of the pages in the Qualifications Questionnaire form as necessary to adequately demonstrate their experience.

- 6.5 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.
- 6.6 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.
- 6.7 Contracts shall be awarded to the lowest responsive and responsible bidder(s) 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(s). The County reserves the right to reject any bid deemed not responsible or non-responsive.

7. METHOD OF AWARD

- 7.1 Howard County intends to make award(s) to the lowest responsive responsible bidder(s) meeting all the specifications, having submitted all the required documents, and meeting all necessary experience and reference requirements for the Total Amount of Bid.
- 7.2 When a need arises, the County will contact a Contractor to provide a proposal using the fees submitted in their bid necessary to complete the required work. If the County and the Contractor cannot come to an agreement on the level of effort involving labor, equipment, and materials required for the task, or if that Contractor cannot provide the services requested within a timely fashion, the County may request a proposal from a second Contractor.
- 7.3 The assignment of work shall be at the sole discretion of the County. The bidder(s) shall waive any claim against the County for extra compensation or damages arising out of assignment of work by the County.

8. CONTRACT PERIOD

- 8.1 This is a requirements type contract for 1 year commencing on or about April 15, 2014 after approval and proper execution of the contract documents, with a renewal option for 4 additional years, in 1 year increments, exercisable at the sole discretion of the County.
- 8.2 In the event the County exercises its option to renew this contract beyond the initial 1 year period, the prices for the renewal term shall be the price bid for the initial contract plus the adjustment defined in Paragraph 9, Price Adjustment.

9. PRICE ADJUSTMENT

- 9.1 Prices offered shall be firm against any increase for one year from the effective date of this Agreement. Prior to the commencement of subsequent renewal periods, it shall be the Contractor's responsibility to notify the Issuing Office in advance of any requested price changes.

- 9.2 Requests for price adjustments must be submitted to the Issuing Office, not the User Agency.
- 9.3 The County will entertain requests for escalation in accordance with the current Consumer Price Index at the time of the request or up to a maximum 5% increase on the current pricing, whichever is lower. (For purposes of this section, "Consumer Price Index" shall be the Consumer Price Index-All Urban Consumers (CPI-U), Washington-Baltimore, DC-MD-VA-WV, All Items, Not Seasonally Adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics.) The County reserves the right to grant or deny the request for a price increase and will do so in writing. If the price increase is approved, the price increase will be effective upon written approval and will remain firm through the renewal period.
- 9.4 If a price increase is requested following Agreement renewal and it has been longer than one year since the last increase, the County may entertain a request for escalation if it is in the County's best interest. If the price increase is granted, the price increase will be effective upon approval and will remain firm through the renewal period, or for one year, at the County's sole discretion.

10. QUANTITIES

- 10.1 The estimated total amount of this contract is \$750,000.00 per year. This dollar value is stated as a general guide for bidding and is not a guaranteed amount but this amount represents the best estimate of the County's current requirements.
- 10.2 Should a need arise for service and the Contractor is not available in a timely manner, the County reserves the right to obtain such services from other sources without prejudice of the contract.

11. METHOD OF PURCHASE

- 11.1 For work performed in conjunction with routine water and sewer extensions and capital projects, the Contractor shall provide a separate cost estimate for each work assignment. The cost estimate shall be based on the unit prices bid for labor and equipment plus approved material and subcontracting costs. In addition to the cost estimate, the Contractor may be requested to provide a cost per linear foot, a cost per item breakdown, a lump sum cost or a combination of per item and lump sum costs for payment purposes. The County will direct the Contractor as to the form of the cost breakdown for each specific project.
- 11.2 For work performed in conjunction with the County's operation and maintenance program, a Release Purchase Order will be issued for each project. The Contractor will be required to provide a construction cost estimate based on the unit prices provided in the Bid.
- 11.3 For work performed under emergency contract services as requested by the County, an Emergency Purchase Order will be issued to the Contractor and payment will be made on a time and materials basis in accordance with the Proposal.

12 BILLING AND PAYMENT UNDER PROPOSAL UNIT PRICES

12.1 Labor:

When work is completed prior to the end of the working day or when work is stopped by order or approval of the Engineer because of inclement weather or other reason, payment will be made based on the hourly rates bid in the Proposal as follows:

1. Work in progress less than 4 hours - payment for 4 hours at the hourly rate for each employee.
2. Work in progress more than 4 hours but less than 8 hours - payment for 8 hours at the hourly rate for each employee.
3. Work in progress more than 8 hours on any 1 day - for that labor authorized in excess of 8 hours, payment at the hourly rate plus 50 percent.

The hourly rates bid in Section F, Labor Costs, Schedule of Prices, shall include the cost of payroll burden, overhead, insurances and profit for that labor classification for an 8 hour day. For work hours on the job site exceeding 8 hours per day by order of the engineer, the hourly labor rates will be 150% of the bid rate. For work on holidays or weekends by order of the engineer, the hourly labor rates will be 150% of the bid rate.

12.2 Equipment:

Dump Truck, Pickup Truck and Rubber-Tired Backhoe/Loader: Payment will be made based on the hourly rates bid in the Proposal as follows:

1. For use or standby up to 4 hours - payment for 4 hours.
2. For use or standby for 4 to 8 hours - payment for 8 hours.
3. For use or standby in excess of 8 hours - payment for actual number of hours.

The hourly rates bid in Section F, Equipment Cost, Schedule of Prices, shall include the cost of operation, maintenance, insurances, overhead and profit for that item or piece of equipment; including the associated costs for fuel, oil, grease, tires, etc. and shall not receive a Mark-Up adjustment.

Other equipment authorized by the Engineer to be provided by the Contractor shall be charged to the County at the rates listed in the specified Associated Equipment Distributors Rental Equipment Costs Manual, (AED). The AED edition shall be the latest edition at the time the proposal is submitted for the specific task. Said rate for the specific item of equipment authorized to be provided shall be obtained from the weekly rate column of the AED Manual divided by 40 to convert to an hourly equipment rental rate. Said rate shall include the associated costs for fuel, oil, grease, tires, etc. and shall not receive a mark-up adjustment. Payment for equipment authorized by the engineer shall be made as stated in the previous paragraph for Dump Truck, Pickup Truck and Rubber-Tired Backhoe/Loader.

For specialized water/sewer construction equipment not listed as a bid item under the Proposal, or not having rental rates listed in the AED manual, the Contractor shall provide unit cost rates for such equipment subject to review and approval by the County.

12.3 Materials:

Materials and material pricing shall be approved prior to start of work efforts under this contract. The Contractor shall be responsible for the payment of all taxes associated with any and all work under this contract. To ensure fair pricing, the Contractor may be asked

to provide pricing from 2 or more suppliers for the same or similar items meeting the County's specifications. The County reserves the right to reject materials or material suppliers based on price, schedule or past performance on County projects.

Materials authorized by the County to be purchased by the contractor and incorporated into the work efforts such as pipe, valves, manholes, stone, concrete, paving, etc., shall be reimbursed based on the Contractor's actual cost plus a percentage of the material cost as the Contractor's Mark-Up.

The Contractor shall provide on the Schedule of Prices, in Section F of this Invitation for Bid, the Mark-Up percentage that the Contractor will accept for materials authorized by the County for installation under this contract. In no case shall the Contractor's Mark-Up percentage for materials exceed 10%.

12.4 Travel Time:

Hourly rates for labor and equipment apply to a designated work site. Payment will be authorized for time to transport personnel and/or equipment to the job site at the beginning of the work day or from the job site at the end of the work day. Payment for travel time shall not exceed 45 minutes to transport personnel and/or equipment to the job site at the beginning of the work day or 45 minutes at the end of the work day. Hourly charges shall apply in the event the Contractor is directed to deploy personnel and/or equipment between 2 or more job sites.

The travel time will be reimbursed as straight time for labor and equipment, and will not count towards the 8 hour job site workday.

12.5 All invoices for work performed shall include the following information: purchase order number, name of County Project Manager, name of Department and Bureau for whom the work was done, itemized list of labor type, labor hours, equipment type, equipment hours, unit bid prices, extension of each bid item, materials furnished and material invoices or material payment receipts.

Daily work order tickets, prepared by the Contractor and signed by the County Inspector, shall accompany each invoice. The work order tickets shall include a description of work completed and all labor and materials used.

13. **SUBCONTRACTING**

13.1 The Contractor may subcontract items of work with the approval of the County. Examples of such work may include engineering and surveying services for construction stakeout, roadway resurfacing, rock blasting, installation of cathodic protection systems, taps on prestressed concrete cylinder pipe and minor engineering efforts.

13.2 If subcontracted services are required, the Contractor shall submit for approval, the names of the subcontractors, identifying the work to be subcontracted, and the subcontractors' cost estimates at part of the Contractor's total price proposal to perform the overall task. All subcontractors and costs shall be approved in advance of any work. To ensure fair pricing for subcontracted work, the Contractor may be asked to provide pricing from 2 or more subcontractors for the same service. The County reserves the

right to reject a subcontractor based on price, schedule or the subcontractor's past performance on County projects.

- 13.3 Following completion of the subcontractor's work, the Contractor shall provide copies of the subcontractor's invoices to evidence that the work has been completed and the quantities and cost for that work. The County will reimburse the Contractor for the cost of the approved subcontracted work plus a percentage of the subcontracted cost as the Contractor's Mark-Up. The Contractor shall provide on the Schedule of Prices, in Section F of this Invitation for Bid, the Mark-Up percentage that the Contractor will accept for subcontracted work under this contract. In no case shall the Contractor's Mark-Up percentage for subcontracted work exceed 15%.

14. WORK SCHEDULE

- 14.1 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
March or April	- Good Friday
May (fourth Monday)	- Memorial Day
July 4	- Independence Day
September (1 st Monday)	- Labor Day
October 12	- Columbus Day
November 11	- Veterans Day
November (4 th Thursday)	- Thanksgiving Day
November (4 th Friday)	- Day after Thanksgiving
December 25	- Christmas Day

- 14.2 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.
- 14.3 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.
- 14.4 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.
- 14.5 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.

14.6 All work shall be coordinated with the County's Engineer, or his designee. The Engineer will notify the Contractor at least 5 working days in advance (except for emergency situations) of requiring a crew to begin work. In addition, the Contractor shall be required to observe the following:

14.6.1 The Contractor shall provide the Engineer with at least 24 hours' notice, by telephone, prior to the start of any work under this contract. Failure to provide such notification will be considered unsatisfactory performance and may result in termination of the contract.

14.6.2 In the event that the Contractor's scheduled work is delayed or canceled for any reason, the Contractor shall notify the Engineer by 7:30 A.M. on the scheduled starting day.

15. 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.

16. COOPERATIVE PURCHASING

16.1 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.

16.2 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.

17. 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.

18. 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.

19. 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.

20. BACKGROUND CHECKS AND INVESTIGATIONS [for Services Only]

- 20.1 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.
- 20.2 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.
- 20.3 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.
- 20.4 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.
- 20.5 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.
- 20.6 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
ON-CALL WATER AND SEWER CONSTRUCTION**

CONTENTS

<u>PARAGRAPH</u>	<u>TITLE</u>	<u>PAGE NO.</u>
1	General	C-1
2	Scope of Work	C-1
3	Monthly Payments	C-3
4	Addenda	C-3
5	Construction Stakeout	C-4
6	Fixed Price Contingent Items	C-5
7	Subsurface Data	C-5
8	Excavation	C-5
9	Class 3 Excavation	C-5
10	Borrow Excavation for Trench Backfill	C-5
11	Use of Explosives	C-6
12	Permits	C-6
13	Utility Relocations	C-7
14	Maintenance of Traffic	C-7
15	Obstructed and Closed Roads	C-8
16	Patching Existing Paving	C-8
17	Testing Water Mains	C-8
18	Tie-In to Existing Water Mains	C-9
19	Water House Connections	C-9
20	Sanitary Sewer Manholes	C-9
21	Sewer House Connections	C-9

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 SECTION A, INFORMATION FOR CONTRACTORS, 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. On-call construction of miscellaneous water and sewer projects. The value of the individual projects will typically be within the State Highway Administration's Cost Group B. The projects may include but are not limited to utility construction involving:
 - Water main extensions
 - Sewer main extensions
 - Installation of valves, manholes and fire hydrants
 - Installation of water and sewer service connections
 - Emergency contract service work
 - Emergency work/repairs on water transmission mains and interceptor sewers

The County intends to use the services of the on-call utility contractors for performance of work required under the routine water and sewer extension program, the water and sewer operation and maintenance program and emergency contract service work. The County will prepare plans and/or specifications for the construction for each water and sewer project. The Contractor shall prepare a construction cost estimate for each project for the County's review based on the unit prices provided in the proposal. If the estimate is acceptable, the County will initiate a Purchase Requisition for the work effort. Upon receipt of the Purchase Order, the Contractor shall schedule the work effort within 10 working days unless authorized by the Engineer to modify this schedule. The Contractor shall provide all materials, equipment and labor necessary for the construction of the facilities including all appurtenances and incidental items of work as required on the plans, specifications, the Howard County Standard Specifications and Details

for Construction, and/or as directed by the Engineer. A separate purchase order will be issued to the Contractor authorizing each project.

- 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 which would naturally be required to complete the project shall not relieve the Contractor of his responsibility to perform such work.
- C. 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. Routine Water and Sewer Extensions:

For work performed in conjunction with routine water and sewer extensions and capital projects, the Contractor shall provide a separate cost estimate for each work assignment. The cost estimate shall be based on the unit prices bid for labor and equipment plus approved material and subcontracting costs. In addition to the cost estimate, the Contractor may be requested to provide a cost per linear foot, a cost per item breakdown, a lump sum cost or a combination of per item and lump sum costs for payment purposes. The County will direct the Contractor as to the form of the cost breakdown for each specific project.
- E. Emergency work and work performed under the County's operation and maintenance program is done on an "as-needed" basis.
 - 1. Examples of such work may include installation of service connections, fire hydrant installations or relocations, taps on transmission mains, installation of temporary water and sewer services, installation of by-pass pumping, and test pitting existing utilities, minor relocations of water and sewer mains, and emergency response services.
 - 2. All work will be coordinated through, inspected and approved by the County's Engineer or his designee who will represent the County during the work efforts. All supervision of construction activities shall be provided by the Contractor.
 - 3. Personnel: The typical crew which the Contractor is to furnish shall consist of a minimum of 1 foreman, 1 backhoe operator, 1 truck driver and 1 laborer. The actual crew size employed on a particular assignment may vary according to requirements as designated by the Engineer. The County reserves the right to final decision regarding the make-up of the crew and the crew size.
 - 4. Equipment: The Contractor shall own the following equipment at a

minimum: a water main tapping machine, a backhoe (sized to job, typically a 1 cubic yard, 60hp, 17-foot reach rubber-tired backhoe/loader), a crawler mounted (track) hydraulic excavator with a minimum operating weight of 66,000 lbs, capable of lifting/placing a 20-foot section of 48-inch diameter class 54 ductile iron pipe or prestressed concrete cylinder pipe, a 125 cubic foot/minute air compressor, two 50 foot length air hoses, a pavement breaker (over 70 pounds), a rock drill (heavy 2" bit), a dump truck (8 cubic yard capacity), a pick-up truck (3/4 ton capacity), a sewer manhole Kor-N-Seal machine, a 6'x8' double wall (4") trench shield (box) and an air missile. The equipment employed on a particular assignment may vary according to the project requirements. The Engineer reserves the right to make the final decision regarding the equipment employed.

5. All necessary non-powered hand tools will be furnished by the Contractor at no cost to the County. The Contractor shall furnish minor traffic-control equipment such as flags, traffic cones, men working signs, etc., at no cost to the County.
6. The Contractor shall furnish the crew with all necessary safety equipment at no cost to the County. Such equipment includes, but is not necessarily limited to: hard hats, safety shoes, goggles, and vests.
7. The Contractor shall be responsible for obtaining all site-specific permits and for notifying all concerned local and State regulatory agencies including "Miss Utility".
8. The Contractor shall purchase all materials required for the work. Paving of road cuts shall be the responsibility of the Contractor.
9. At the discretion of the Engineer, the Contractor may be directed to stop work at a particular site and start work at another site or to stop work for the day.

3. **MONTHLY PAYMENTS**

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

4. **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 SECTION F – BID SUBMITTALS, Proposal, for the Addendum Identification and Acknowledgment form.

- 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.

5 CONSTRUCTION STAKEOUT

- A. Survey benchmarks and traverse point locations will be noted on the plans along with the corresponding elevations and coordinate locations. A stakeout table will be 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.

6. 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. Fixed price contingent items shall only be used with the approval of the Engineer to resolve unforeseen construction problems that have arisen during the course of the work through no fault of the Contractor.

7. SUBSURFACE DATA

Data concerning subsurface conditions based upon soundings, test pits, or test borings, may be obtained by the Howard County Engineer for his own use in designing the project. Its accuracy or completeness is not guaranteed by the County or Engineer. Boring or test pit data, when provided, is 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.

8. EXCAVATION

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.

9. 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.

10. 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. 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. The Contractor shall have no recourse should the Engineer determine that the use of contingent borrow excavation for trench backfill is not appropriate.
- D. Method of Measurement: Backfill using 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, sloping, 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.

11. 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.

12. PERMITS

- A. All work shall be performed in accordance with the permit requirements, of the various issuing agencies.
- B. Should the use of explosives be allowed and special permits are required, it shall be the Contractor's responsibility to secure such permits.
- C. Issuance of the Sediment and Erosion Control Permit shall be covered by the provisions of the Standard Specifications.
- D. Should a Maryland Department of the Environment National Pollution Discharge Elimination System (NPDES) permit for stormwater be required for the project, the County will acquire the permit. Prior to construction, the NPDES permit will be transferred from the County to the Contractor and the Contractor shall be responsible for

meeting all requirements specified in the permit. All work shall be performed in accordance with the NPDES permit requirements. Included in Appendix A is the Transfer of Authorization for Individual and General Permits for Stormwater Associated with Construction Activity.

13. UTILITY RELOCATIONS

The County will contact utility companies and make arrangements for the relocation, bracing or other protection of their facilities. The Contractor shall coordinate with the utility companies to schedule the relocating, bracing or protecting of the utility companies facilities.

14. MAINTENANCE OF TRAFFIC

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.

- A. 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.
- B. Pedestrian access to all properties shall be maintained at all times.
- C. Vehicular access to all properties shall be maintained at all times.
- D. 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:
 - 1. Adequate warning signs
 - 2. Placement of approved drum, Type I or Type II barricades every ten (10) feet between the traveled way and the construction area.
- E. One lane of traffic shall remain open at all times.
- F. 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.
- G. The Contractor shall designate a Temporary Traffic Control 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 Temporary Traffic Control Manager shall be responsible for the proper implementation and maintenance of the Temporary Traffic Control Plan, daily inspections during hours of operation and maintaining regular surveillance over all aspects of traffic control for pedestrian and vehicular safety.

15. 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:

- A. 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.
- B. 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.
- C. 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.
- D. 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.

16. 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 and 1008.
- B. The existing paving shall be repaired with bituminous concrete surface in accordance with standard details G 4.01, R2.01 and R2.02.
- C. The Contractor shall use cold patch bituminous concrete for temporary paving unless otherwise noted on the plans or directed by the engineer.

17. TESTING WATER MAINS

- A. The completed water mains shall be filled with water and brought to the test pressure indicated on the plans, in the Standard Specifications or as directed by the Engineer. All testing shall be in strict accordance with Sections 1004.04,

1006, 1007 and 1008, as amended, of the Standard Specifications.

- B. The Contractor shall provide all tools, materials, and labor required for the complete testing operations and any corrections required thereafter. Sufficient water to fill the completed water main one time may be obtained from existing water mains at no charge to the Contractor at locations approved by the Bureau of Utilities. All water obtained from County fire hydrants must be metered whether or not a fee is charged for the water. A fire hydrant meter must be obtained from the Bureau of Utilities with all fees and deposits paid in advance by the Contractor, which will be refunded upon return of the meter.

18. TIE-IN TO EXISTING WATER MAINS

- A. Connections to the existing public water mains shall be performed in accordance with Section 1002.06 of the Howard County Design Manual Volume IV, Standard Specifications and Details for Construction.
- B. The Contractor shall notify the Bureau of Utilities of Howard County, 8250 Old Montgomery Road, Columbia, Maryland 21045, in writing, at least one week prior to making any tie-in to the existing system. The Contractor shall also provide the Engineer with a detailed construction sequence for approval of any tie-in and any proposed shutdown of service or temporary service.
- C. The Contractor shall not operate any water main valves on the existing water system.
- D. It will be the responsibility of the Contractor to notify all water customers of the County, in writing, who will be without service, a minimum of 72 hours in advance of the scheduled shutdown. Copies of all notices shall be provided to the Engineer and shall include the proposed shutdown times and duration.

19. WATER HOUSE CONNECTIONS

All water house connection construction and installation shall be in strict accordance with Section 1004 of the Standard Specifications, and the applicable Standard Details.

20. SANITARY SEWER MANHOLES

Manhole frames and covers shall be installed flush with applicable cross slopes in paved roadways. Unless otherwise noted on the plans, the tops of all manholes shall be set in the field.

21. SEWER HOUSE CONNECTIONS

All sewer house connections shall be in strict accordance with Section 1009 of the Standard Specifications, and the applicable Standard Details.

TECHNICAL **SPECIFICATIONS**

TECHNICAL SPECIFICATIONS

THIS SECTION NOT USED

SAMPLE
DOCUMENTS TO BE
EXECUTED UPON
CONTRACT AWARD



HOWARD COUNTY, MARYLAND
PERFORMANCE 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 of Contract

....., 20.....

Date Bond Executed

....., 20.....

Description of Contract

.....

.....

.....

.....

.....

.....

.....

.....

Contract Number:

KNOW ALL MEN BE THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where a surety is composed of corporations acting as co-sureties, we, the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liabilities 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. The contract and all items incorporated into the Contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the Contract or to the work to be performed thereunder or to the Plans, Specifications, General Provisions, Special Provisions, or any of them, or to any other items incorporated into the Contract shall hereinafter be referred to as the "Contract," which is specifically incorporated herein be reference as if fully set forth herein, including but not limited to the Choice of Law and Forum provisions of 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 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 Obligor 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 Obligor 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 Obligor under the Contract for any damages for which the Principal may be liable to the Obligor 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 Obligor, 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 Obligor 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.

SECTION E
Invitation for Bid No. 2014-49

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
SEAL

.....
Signature Title:.....

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

Agent's Address:.....



HOWARD 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 of Contract
....., 20.....

Date Bond Executed
....., 20.....

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.

SECTION E
Invitation for Bid No. 2014-49

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)
..... AFFIX
Corporate Secretary By:..... CORPORATE
President 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 2013, 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 made for the construction and other appurtenant work, as shown in the drawings and specifications marked Contract No. CA [XX-XX] on file in the County Office, Ellicott City, Maryland. The Contract is subject to all the conditions, covenants, stipulations, terms and provisions contained in the Contract Documents as described in Paragraph 6 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 [Insert Contract Title] 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. 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.
5. The Contractor hereby certifies that it has read and understands the provisions of the Howard County Charter dealing with conflicts of interest.
6. 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:

1. Owner/Contractor Agreement
2. General Conditions for Construction and Applicable Addenda
3. Proposal and Special Provisions
4. Instructions to Bidders
5. Bid Form
6. Performance Bond No. _____
7. Labor and Materials Payment Bond No. _____
8. All Drawings and Specifications
9. All Addenda duly issued prior to submission of Bids
10. All Change Orders duly issued
11. Any amendments to the Contract duly executed by both parties, and
12. Additional documents listed on any Addendum attached hereto.

7. 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.

8. Term. All proposed work shall be completed within 120 calendar days from notice to proceed

9. Ethics.

- 9.1 The Contractor certifies that the officer of the corporation who is executing this Agreement has read and understands

SECTION E
Invitation for Bid No. 2014-49

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.

9.2 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.

10. 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: _____
Ken Ulman
County Executive

RECOMMENDED FOR APPROVAL:

APPROVED FOR SUFFICIENCY OF FUNDS:

James M. Irvin, Director
Director of Public Works

Stanley Milesky, Director
Department of Finance

APPROVED FOR LEGAL SUFFICIENCY:

Margaret Ann Nolan
County Solicitor

REVIEWING ATTORNEY:

Type Name: _____
Title: _____

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.

SECTION E
Invitation for Bid No. 2014-49

(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
ON-CALL WATER AND SEWER CONSTRUCTION

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, 5TH FLOOR, 6751 COLUMBIA GATEWAY DRIVE, COLUMBIA, MD 21046 ON OR BEFORE:

March 12, 2014 at 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 (ON-CALL WATER AND SEWER CONSTRUCTION), AND BID OPENING TIME AND DATE ON THE ENVELOPE.

HOWARD COUNTY, MARYLAND

TOTAL AMOUNT OF BID FORM

ON-CALL WATER AND SEWER CONSTRUCTION

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 _____, 2014

(FIGURES) TOTAL AMOUNT OF BID

NAME OF CONTRACTOR _____

ADDRESS _____

SIGNED _____

NAME OF COMPANY OFFICIAL (Print or Type) _____

TITLE _____

TELEPHONE _____

EMAIL ADDRESS _____

FAX _____

Each work assignment shall be completed within the number of working days agreed upon by the County and the contractor in advance of issuing the purchase order for that work assignment. All work shall be completed within the agreed to number of working days from the notice to proceed.

The amount of liquidated damages for this contract shall be \$500.00 per working 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

ON-CALL WATER AND SEWER CONSTRUCTION

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
ON-CALL WATER AND SEWER CONSTRUCTION
SCHEDULE OF PRICES**

DATE _____

BIDDER _____

SIGNATURE _____

BUSINESS ADDRESS _____

TELEPHONE _____

LABOR

The hourly rates bid shall include the cost of payroll burden, overhead, insurances and profit for that labor classification for an 8 hour work day.

	LABOR COSTS			
Item No.	Personnel	Hours	Hourly Rate	Total Price
L1	Project Manager/Estimator/Superintendent	120		
L2	SHA Certified Traffic Control Manager	80		
L3	Forman	240		
L4	Backhoe Operator	240		
L5	Truck Driver	240		
L6	Laborer 1	240		
L7	Laborer 2	160		
L8	Laborer 3	160		

TOTAL LABOR COST \$ _____

**HOWARD COUNTY
 ON-CALL WATER AND SEWER CONSTRUCTION
SCHEDULE OF PRICES**

EQUIPMENT

The hourly rates bid shall include the cost of operation, maintenance, insurances, overhead and profit for that item or piece of equipment; including the associated costs for fuel, oil, grease, tires, etc.

EQUIPMENT COST				
Item No.	Item Description	Hours	Hourly Rate	Total Price
E1	Mobilization, Lump Sum Only, Per Job	LS	LS	
E2	Capacity Pick Up Truck - 3/4 Ton Capacity	480		
E3	Dump Truck - 8 Cubic Yard	240		
E4	Backhoe/Loader - Rubber Tired, 1 CY, 60 HP, 17 ft Reach	240		
E5	Trench Shield (Box) - 6'x8', 4-inch Double Wall	240		
E6	Tamper	240		
E7	Water Main Tapping Machine - 3/4-inch to 1 - inch	80		
E8	Air Missile	40		
E9	Sewer Manhole Core Machine - 4, 6 and 8-inch Capacity	24		
E10	Self Propelled Road Saw for Concrete / Asphalt	24		
E11	Rock Drill - 2-inch Bit	32		
E12	Air Compressor (125 CFM)	100		
E13	Directional Drilling Unit, services up to 2-inch	32		
E14	Steel Plates (2), Minimum Size 8' x 6' x 3/4"	160		
E15	Hydraulic Rock Breaker - backhoe attached	40		
E16	Crawler Mounted (track) Hydraulic Excavator, 66,000 lbs Capacity	40		

TOTAL EQUIPMENT COST \$ _____

**HOWARD COUNTY
ON-CALL WATER AND SEWER CONSTRUCTION
SCHEDULE OF PRICES**

CONTRACTOR'S MARK-UP

The percentage rate bid for Contractor's mark-up on material and subcontracted work shall include the Contractor's cost of all labor, time and materials involved in the handling, placement and storage, and directing the operations of all subcontracted work and shall include all insurances, overhead and profit for that item or portion of work.

CONTRACTOR'S MARK-UP				
Item No.	Description	Dollars	Mark-Up Percentage	Total Price
M-1	Materials Mark-Up (See Section A, Paragraph 12.3). In no case shall the Contractor's Mark-Up percentage for materials exceed 10%.	\$150,000		
SC-1	Subcontractor Mark-Up (See Section A, Paragraph 13). In no case shall the Contractor's Mark-Up percentage for subcontracted work exceed 15%.	\$50,000		

TOTAL CONTRACTOR'S MARK-UP \$ _____

TOTAL BID LABOR, EQUIPMENT AND MARK-UP:

1. TOTAL LABOR COST \$ _____

2. TOTAL EQUIPMENT COST \$ _____

3. TOTAL CONTRACTOR'S MARK-UP \$ _____

TOTAL AMOUNT OF BID \$ _____

**HOWARD COUNTY
ON-CALL WATER AND SEWER CONSTRUCTION
SCHEDULE OF PRICES**

FIXED PRICE CONTINGENT ITEMS:

By submitting a proposal, the contractor agrees to provide the fix price contingent items as described below and in the Standard Specifications at the unit prices indicated. Fixed price contingent items shall only be used with the approval of the Engineer to resolve unforeseen construction problems that have arisen during the course of the work through no fault of the Contractor.

Item No.	Description	Unit	Unit Price	
			dollars	cents
C-1	Class 1A Excavation and Refill With Crusher Run Stone	C.Y.	60	00
C-2	Crusher Run Aggregate for Maintenance of Traffic	TON	35	00
C-3	Bituminous Concrete for Maintenance of Traffic	TON	120	00
C-4	Mix No. 3 Concrete for Curbs, Sidewalks and Steps	C.Y.	325	00
C-5	Mix No. 3 Concrete for Miscellaneous Drainage Structures	C.Y.	475	00
C-6	Borrow Excavation	C.Y.	44	00
C-7	Class 3 Excavation	C.Y.	23	00
C-8	Select Backfill	C.Y.	47	00
C-9	Sheeting and Shoring Left in Place (by order of the Engineer)	MBM	1200	00
C-10	Calcium Chloride (Dust Control)	TON	575	00
C-11	Mix No. 1 Concrete	C.Y.	375	00
C-12	Test Pit Excavation	C.Y.		
	a. Non Paved Areas		85	00
	b. Paved – Non State Roads		156	00
	c. Paved – Arterial and State Roads		225	00
C-13	Patching Existing Paving With Bituminous Concrete	TON	125	00
C-14	Patching Existing Paving With Portland Cement Concrete	C.Y.	250	00
C-15	Silt Fence	L.F.	4	00
C-16	Super Silt Fence	L.F.	10	00
C-17	Straw Bale Dikes	L.F.	5	00
C-18	Stone Outlet Sediment Trap	L.F.	22	00
C-19	Temporary Seeding and Mulching	S.Y.	0	60

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.)

ON-CALL WATER AND SEWER CONSTRUCTION

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

Acapu
Afromosia
Almon
Amaranth
Amazaque
Aningeria
Apitong
Balsa
Banak
Bella Rosa
Benge
Boire
Bubinga
Cativo
Chenchen
Concubolo
Cordia
Ebony
Gaboon
Iroko
Koa
Koto

Name

Lauan, Red
Lauan, White
Limba
Louro
Mahogany, African
Mahogany, American
Makore
Movingui
Paduak, African
Paduak, Angola
Peroba
Purpleheart
Ramin
Rosewood
Sapele
Sonora
Tanguille
Teak
Tiger Wood
Wenge
Zebrawood

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

ON-CALL WATER AND SEWER CONSTRUCTION

Name of Company: _____ **Date:** _____

Address: _____

Telephone Number: _____

BIDDER'S/CONTRACTOR'S QUALIFICATIONS

1. Bidders shall have at least 5 years continuous experience in the construction of water mains and gravity sanitary sewers. Bidders shall have completed 3 gravity sanitary sewer installations of 8-inch diameter and larger totaling 5,000 linear feet within the past 3 years under the supervision of the Bidder's Project Manager or Construction Superintendent to be assigned to this project. In addition, bidders shall have completed 3 water main installations of 8-inch diameter and larger totaling 5,000 linear feet within the past 3 years (with a minimum 1,000 linear feet of PVC C-900 pressure pipe) under the supervision of the Bidder's Project Manager or Construction Superintendent to be assigned to this project.

Bidders shall document all required experience on the Qualifications Questionnaire 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 10 years of demonstrated experience of reliability and meets the criteria set forth herein.

2. Bidders shall designate a Primary Contact Person within the firm (project manager / superintendent / estimator) with the authority to act and speak on behalf of the firm regarding work efforts required by the County. The Primary Contact Person shall have a minimum of 10 years of experience in water and sewer construction and have acted in a similar capacity in at least 4 of the 6 sewer/water installations listed in item 1 above. The Contractor shall document the required experience of the Primary Contact Person on the Qualifications Questionnaire.
3. All bidders are advised that they must be available to assist the County with manpower (a minimum four man crew consisting of a foreman, backhoe operator, truck driver and laborers) and all equipment for emergency repairs of water and/or sewer mains on a 24 hours/day, 365days/year basis. The crew and equipment must be able to respond on site within 4 hours of an emergency call. Supervisory personnel must be readily available by office and cell telephone. A primary and secondary point of contact shall be provided.

Bidders shall provide on the Qualifications Questionnaire the names and telephone numbers of their designated emergency supervisory personnel.

- 4 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 additional copies of the pages in the Qualifications Questionnaire form as necessary to adequately demonstrate their experience.
- 5 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 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.
- 7 Contracts shall be awarded to the lowest responsive and responsible bidder(s) 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(s). 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) **Water and Sewer Pipelines and appurtenances:**

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: _____

Pipe material: _____

Pipe diameter: _____

Linear feet of pipe 8" diameter and larger: _____

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) **Water and Sewer Pipelines and appurtenances:**

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: _____

Pipe material: _____

Pipe diameter: _____

Linear feet of pipe 8" diameter and larger: _____

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) Water and Sewer Pipelines and appurtenances:

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: _____

Pipe material: _____

Pipe diameter: _____

Linear feet of pipe 8" diameter and larger: _____

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) **Water and Sewer Pipelines and appurtenances:**

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: _____

Pipe material: _____

Pipe diameter: _____

Linear feet of pipe 8" diameter and larger: _____

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) **Water and Sewer Pipelines and appurtenances:**

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: _____

Pipe material: _____

Pipe diameter: _____

Linear feet of pipe 8" diameter and larger: _____

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.

(f) **Water and Sewer Pipelines and appurtenances:**

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: _____

Pipe material: _____

Pipe diameter: _____

Linear feet of pipe 8" diameter and larger: _____

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.

(g) **Water and Sewer Pipelines and appurtenances:**

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: _____

Pipe material: _____

Pipe diameter: _____

Linear feet of pipe 8" diameter and larger: _____

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.

(h) Water and Sewer Pipelines and appurtenances:

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: _____

Pipe material: _____

Pipe diameter: _____

Linear feet of pipe 8" diameter and larger: _____

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:

2. NAMES OF KEY PERSONNEL AND THEIR WORK RELATED EXPERIENCE:

The bidder shall indicate on which efforts identified above (1a, 1b, 1c, etc.) the key personnel, including the Bidder's Primary Contact Person, worked and their responsibilities on that project.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins or other markings visible.

3. NAMES AND TELEPHONE NUMBERS OF EMERGENCY RESPONSE SUPERVISORY PERSONNEL AVAILABLE 24 HOURS/DAY 365 DAYS/YR.

4. **LIST OF MAJOR EQUIPMENT TO WHICH THE BIDDERS OWNS OR HAS ACCESS:**
(Provide attachment for this item if necessary.)

5. **BIDDERS BONDING CAPABILITY:** _____

6. **OTHER INFORMATION CONSIDERED PERTINENT:**

Signature

Date

Title

Revised January 19, 2014

**HOWARD COUNTY, MARYLAND
OFFICE OF PURCHASING**

AFFIDAVIT

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

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
OFFICE OF PURCHASING
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

Est. 09/25/2013

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:

http://www.howardcountymd.gov/Purchasing/Purchasing_EBO.htm

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 (EBO)
SUBCONTRACTOR PARTICIPATION FORM

COUNTY USE ONLY
EBO APPROVAL

CONTRACT TITLE: ON-CALL WATER AND SEWER CONSTRUCTION		
IFB 2014-49	CAPITAL PROJECT #	CONTRACT / PO #
TERM:	RENEWAL #	AMOUNT \$

PRIME CONTRACTOR NAME:			
ADDRESS:			PHONE:
EBO STATUS (Y/N):	*EBO TYPE:	CERTIFYING AGENCY:	CERTIFICATION #

PRIME CONTRACTOR SHOULD LIST ALL EBO SUBCONTRACTORS / SUBCONSULTANTS / SUPPLIERS
INSTRUCTIONS FOR COMPLETING THIS FORM
<ul style="list-style-type: none">Complete the section below identifying each certified EBO firm (Minority (MBE), Woman (WBE), and Disabled (DBE) Business Enterprises) you intend to use on this project. Attach additional sheets if more than two (2) subcontractors.This form represents the contractor's commitment to utilize the named EBO firms at the percentages indicated should the contract be awarded to the contractor. This form should accompany your bid or proposal.*EBO Types: AA (African American), ASA (Asian American), HIS (Hispanic American), NA (Native American), FEM (Female), DIS (Disabled)

SUBCONTRACTOR NAME:			
ADDRESS:			PHONE:
CONTACT REPRESENTATIVE:		EMAIL:	
*EBO TYPE (Check One)	<input type="checkbox"/> AA	<input type="checkbox"/> ASA	<input type="checkbox"/> HIS <input type="checkbox"/> NA <input type="checkbox"/> FEM <input type="checkbox"/> DIS
CERTIFYING AGENCY:		CERTIFICATION #	EBO PARTICIPATION %
DESCRIPTION OF WORK:			EBO PARTICIPATION \$

SUBCONTRACTOR NAME:			
ADDRESS:			PHONE:
CONTACT REPRESENTATIVE:		EMAIL:	
*EBO TYPE (Check One)	<input type="checkbox"/> AA	<input type="checkbox"/> ASA	<input type="checkbox"/> HIS <input type="checkbox"/> NA <input type="checkbox"/> FEM <input type="checkbox"/> DIS
CERTIFYING AGENCY:		CERTIFICATION #	EBO PARTICIPATION %
DESCRIPTION OF WORK:			EBO PARTICIPATION \$

PRINTED NAME

EMAIL

SIGNATURE (VENDOR OFFICIAL)

TITLE

DATE

**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)

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.

How the Living Wage Rate is Calculated

The Howard County Living Wage Rate is calculated by taking 125% of the 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 24, 2013, the Federal HHS Poverty Guideline was \$23,550 for a family of 4 (www.aspe.hhs.gov/poverty).

$$125\% \text{ of } \$23,550 = \$29,437.50 \qquad \$29,437.50 \div 52 \text{ weeks} \times 40 \text{ hrs/week} = \mathbf{\$14.15 \text{ per hour}}$$

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 HHS Poverty Guidelines are published next 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. The current rate is posted on our website at www.howardcountymd.gov/purchasing. 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.

- | | | |
|--------------------------|--------------------------|---|
| <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 public entity. |
| <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 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"/> | 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"/> | 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, then continue to Section 2.

**Section 2:
Certifications**

- 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: On-Call Water and Sewer Construction

Solicitation No: IFB 2014-49

Capital Project No:

**Buyer's
Initials:
MVD**

APPENDICES

APPENDIX A

MDE Transfer of Authorization for Individual and General Permits for Stormwater Associated with Construction Activity

MARYLAND DEPARTMENT OF THE ENVIRONMENT

1800 Washington Boulevard Baltimore Maryland 21230
(410) 537-3510 1-800-633-6101 <http://www.mde.state.md.us>

**TRANSFER OF AUTHORIZATION
FOR INDIVIDUAL AND GENERAL PERMITS FOR STORMWATER
ASSOCIATED WITH CONSTRUCTION ACTIVITY**

This Transfer of Authorization form is to be completed by a permittee who holds an Individual or General Permit for Stormwater Associated with Construction Activity, in accordance with the Environmental Protection Agency's National Pollutant Discharge Elimination System stormwater program, if the permittee intends that another person assume control of permitted activities on the site or if the site's ownership changes. In this event, the permittee (the "transferor") must familiarize the person who is assuming control of the permitted activities (the "transferee") with the program and provide the transferee with a copy of the Permit. The transferor and transferee must both sign this form. The completed forms should be submitted by the transferor to the Maryland Department of the Environment, WMA - Compliance Program, 1800 Washington Boulevard, Suite 420, Baltimore, Maryland, 21230. For individual permits, the transfer shall become effective upon issuance of a modified individual permit by the Department. For general permits, the transfer shall become effective after receipt of a completed Transfer of Authorization form, signed by both the transferor and transferee.

State Discharge Permit Number (if assigned):

Name of Transferor/Permittee:

Address of Transferor/Permittee:

Site Name and Location (description, including County and mailing address if available):

Transferor Signature and Date

Name of Person/Entity to Whom Coverage is Being Transferred (i.e., Transferee):

Address of Person/Entity to Whom Coverage is Being Transferred:

Phone Number of Person/Entity to Whom Coverage is Being Transferred:

Name of Contact Person for Site (the person MDE should contact for compliance inspections or other site information):

Phone Number of Contact Person:

Proof of workers' compensation coverage is required under § 1-202 of the Environment Article. State and Federal agencies have coverage and do not need to provide this information. All other transferees (except individuals) must provide either worker's compensation coverage information or a certificate of compliance. MDE will not begin transfer the permit until this information is received. If you have a Certificate of Compliance issued by the Maryland Workers' Compensation Commission, you may provide a copy of the Certificate with this application instead of the Workers' Compensation Insurance information above. If you believe you qualify for a Certificate but do not yet have one, contact the Maryland Workers' Compensation Commission Certificate of Compliance Coordinator via telephone, (410) 864-5297, outside Baltimore Metro area toll free (800) 492-0479 selecting extension 5297 when prompted, or via email: COC@wcc.state.md.us.

**Workers'
Compensation
Coverage
Information for
Transferee**

Workers' Compensation Insurance Information
Workers' Compensation Insurance Policy or Binder Number:
Name of Provider:

OR Certificate of Compliance attached ☐

I acknowledge this transfer of authorization under the terms of the permit. I understand that I must abide by all conditions of the permit, erosion and sediment control plan and stormwater management plan. I certify that the information concerning ownership/control of this site/project is accurate. I am responsible for the construction activities of this site/project, for satisfying the requirements of this discharge permit, and any civil or criminal penalties incurred due to violations of this permit, as set forth in Maryland and/or federal laws and regulations.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Print or type name or person signing:
Title:

Transferee Signature and Date

EXHIBIT B

CONTRACTORS BID

HOWARD COUNTY, MARYLAND

TOTAL AMOUNT OF BID FORM

ON-CALL WATER AND SEWER CONSTRUCTION

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 19th day of MARCH, 2014

\$ 126,456⁰⁰
(FIGURES) TOTAL AMOUNT OF BID

NAME OF CONTRACTOR

WF WILSON & SONS, INC.
7521 Cemetery Lane
ELKBRIDGE, MD 21075

ADDRESS

SIGNED

NAME OF COMPANY OFFICIAL (Print or Type)

J. THOMPSON
VICE PRESIDENT

TITLE

TELEPHONE 443 755 8720

EMAIL ADDRESS

jthompson@wf-wilson.net

FAX

443 755 8724

Each work assignment shall be completed within the number of working days agreed upon by the County and the contractor in advance of issuing the purchase order for that work assignment. All work shall be completed within the agreed to number of working days from the notice to proceed.

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

W.F.WILSON & SONS
EMERGENCY PHONE
NUMBERS
443 755 8720-OFFICE
443 755 8724-FAX

CONTACT	CELL PHONE	HOME PHONE
BEN MOY	410 375 1501	301 459 5809
JIM THOMPSON	443 324 6843	301 829 4895
DOUG ANDREW	410 365 1387	301 447 6894
WALT GAINER	410 365 4444	410 465 5532



W.F. Wilson
& Sons, Inc.

NOTICE OF CERTIFICATION FIELD SUPERVISOR

This is to certify that Doug Andrew serves in the capacity of General Superintendent for W.F.Wilson & Sons, Inc. He has worked in every job classification from laborer to operator to foreman to General Superintendent. He has been employed with WFW since 1984 and has served as General Superintendent since 2001. Mr. Andrew has the experience and the expertise and is designated as

GENERAL SUPERINTENDENT FOR W.F.WILSON & SONS

Mr. Andrew served as the General superintendent on each of the reference projects for Bid 2014-49, On-Call Water and Sewer Construction

Certified to be Accurate

**J. Thompson
Vice President
March 19, 2014**



GENERAL CONTRACTORS

HOWARD COUNTY, MARYLAND
BID SUBMITAL CHECKLIST
ON-CALL WATER AND SEWER CONSTRUCTION

WF WILSON & SONS, INC.

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:

N/A ☐ African American ☐ Asian American ☐ Disabled ☐ Eskimo
☐ Female ☐ Hispanic ☐ Native American

N/A 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:

<input checked="" type="checkbox"/>	BID FORMS (Including Total Amount of Bid form, Addendum Identification and Acknowledgment form and Schedule of Prices)
<input checked="" type="checkbox"/>	RAIN FOREST PROTECTION ACT OF 1991 CERTIFICATION
<input checked="" type="checkbox"/>	CORPORATION INFORMATION SHEET
<input checked="" type="checkbox"/>	QUALIFICATIONS QUESTIONNAIRE (Must be completed by all bidders)
<input checked="" type="checkbox"/>	AFFIDAVIT
<input checked="" type="checkbox"/>	FOREIGN SERVICES DISCLOSURE FORM
<input checked="" type="checkbox"/>	EQUAL BUSINESS OPPORTUNITY (EBO) SCHEDULE OF PARTICIPATION
<input checked="" type="checkbox"/>	WAGE RATE REQUIREMENTS FOR SERVICE CONTRACTS FORM
<input checked="" type="checkbox"/>	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, 5TH FLOOR, 6751 COLUMBIA GATEWAY DRIVE, COLUMBIA, MD 21046 ON OR BEFORE:

¹⁹
March ~~12~~, 2014 at 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 (ON-CALL WATER AND SEWER CONSTRUCTION), AND BID OPENING TIME AND DATE ON THE ENVELOPE.

HOWARD COUNTY, MARYLAND

ADDENDUM IDENTIFICATION AND ACKNOWLEDGMENT

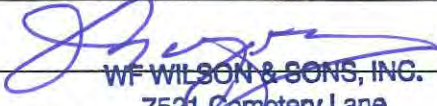
ON-CALL WATER AND SEWER CONSTRUCTION

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>
<u>1</u>	<u>3/3/14</u>	<u>1</u>
<u>2</u>	<u>3/6/14</u>	<u>2 + 2</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

NAME OF CONTRACTOR: WF WILSON & SONS, INC. 
J. THOMPSON
VICE PRESIDENT

HOWARD COUNTY
ON-CALL WATER AND SEWER CONSTRUCTION
SCHEDULE OF PRICES

DATE MARCH 19, 2014
 BIDDER WF WILSON & SONS, INC.
 SIGNATURE  J. THOMPSON
VICE PRESIDENT
 BUSINESS ADDRESS WF WILSON & SONS, INC.
7521 Cemetery Lane
ELK RIDGE, MD 21075
 TELEPHONE 443 755 8720

LABOR

The hourly rates bid shall include the cost of payroll burden, overhead, insurances and profit for that labor classification for an 8 hour work day.

LABOR COSTS				
Item No.	Personnel	Hours	Hourly Rate	Total Price
L1	Project Manager/Estimator/Superintendent	120	90 ⁻	10,800 ⁻
L2	SHA Certified Traffic Control Manager	80	65 ⁻	5,200 ⁻
L3	Forman	240	75 ⁻	18,000 ⁻
L4	Backhoe Operator	240	38 ⁻	9,120 ⁻
L5	Truck Driver	240	38 ⁻	9,120 ⁻
L6	Laborer 1 (Pipelayer)	480	32 ⁻	15,360 ⁻
L7	Laborer 2 (General Laborer)	240	32 ⁻	7,680 ⁻

TOTAL LABOR COST \$ 75,280⁰⁰

**HOWARD COUNTY
 ON-CALL WATER AND SEWER CONSTRUCTION
SCHEDULE OF PRICES**

EQUIPMENT

The hourly rates bid shall include the cost of operation, maintenance, insurances, overhead and profit for that item or piece of equipment; including the associated costs for fuel, oil, grease, tires, etc.

EQUIPMENT COST				
Item No.	Item Description	Hours	Hourly Rate	Total Price
E1	Mobilization, Lump Sum Only, Per Job	LS	LS	2200 -
E2	Capacity Pick Up Truck - 3/4 Ton Capacity	480	20 -	9600 -
E3	Dump Truck - 8 Cubic Yard	240	20 -	4800 -
E4	Backhoe/Loader - Rubber Tired, 1 CY, 60 HP, 17 ft Reach	240	20 -	4800 -
E5	Trench Shield (Box) - 6'x8', 4-inch Double Wall	240	1 -	240 -
E6	Tamper (suitable for hydraulic attachment to Backhoe/Loader specified in bid item E4)	240	1 -	240 -
E7	Water Main Tapping Machine - 3/4-inch to 1 - inch	80	1 -	80 -
E8	Air Missile - minimum 2-inch	40	1 -	40 -
E9	Sewer Manhole Core Machine - 4, 6 and 8-inch Capacity	24	42.50	1020 -
E10	Self Propelled Road Saw for Concrete / Asphalt	24	45 -	1080 -
E11	Rock Drill - 2-inch Bit	32	9 -	288 -
E12	Air Compressor (125 CFM)	100	7 -	700 -
E13	Directional Drilling Unit, services up to 2-inch	32	41.50	1328 -
E14	Steel Plates (2), Minimum Size 8' x 6' x 3/4"	160	1.00	160 -
E15	Hydraulic Rock Breaker - backhoe attached. (suitable for Backhoe/Loader specified in bid item E4)	40	55 -	2200 -
E16	Crawler Mounted (track) Hydraulic Excavator, 66,000 lbs Capacity	40	85 -	3400 -

TOTAL EQUIPMENT COST \$ 32,176.00

HOWARD COUNTY
ON-CALL WATER AND SEWER CONSTRUCTION
SCHEDULE OF PRICES

CONTRACTOR'S MARK-UP

The percentage rate bid for Contractor's mark-up on material and subcontracted work shall include the Contractor's cost of all labor, time and materials involved in the handling, placement and storage, and directing the operations of all subcontracted work and shall include all insurances, overhead and profit for that item or portion of work.

CONTRACTOR'S MARK-UP				
Item No.	Description	Dollars	Mark-Up Percentage	Total Price
M-1	Materials Mark-Up (See Section A, Paragraph 12.3). In no case shall the Contractor's Mark-Up percentage for materials exceed 10%.	\$150,000	10%	15,000 ⁰⁰
SC-1	Subcontractor Mark-Up (See Section A, Paragraph 13). In no case shall the Contractor's Mark-Up percentage for subcontracted work exceed 15%.	\$50,000	8%	4,000 ⁰⁰

TOTAL CONTRACTOR'S MARK-UP \$ 19,000⁰⁰

TOTAL BID LABOR, EQUIPMENT AND MARK-UP:

1. TOTAL LABOR COST

\$ 75,280⁰⁰

2. TOTAL EQUIPMENT COST

\$ 32,176⁰⁰

3. TOTAL CONTRACTOR'S MARK-UP

\$ 19,000⁰⁰

TOTAL AMOUNT OF BID

\$ 126,456⁰⁰

**HOWARD COUNTY
ON-CALL WATER AND SEWER CONSTRUCTION
SCHEDULE OF PRICES**

FIXED PRICE CONTINGENT ITEMS:

By submitting a proposal, the contractor agrees to provide the fix price contingent items as described below and in the Standard Specifications at the unit prices indicated. Fixed price contingent items shall only be used with the approval of the Engineer to resolve unforeseen construction problems that have arisen during the course of the work through no fault of the Contractor.

Item No.	Description	Unit	Unit Price	
			dollars	cents
C-1	Class 1A Excavation and Refill With Crusher Run Stone	C.Y.	60	00
C-2	Crusher Run Aggregate for Maintenance of Traffic	TON	35	00
C-3	Bituminous Concrete for Maintenance of Traffic	TON	120	00
C-4	Mix No. 3 Concrete for Curbs, Sidewalks and Steps	C.Y.	325	00
C-5	Mix No. 3 Concrete for Miscellaneous Drainage Structures	C.Y.	475	00
C-6	Borrow Excavation	C.Y.	44	00
C-7	Class 3 Excavation	C.Y.	23	00
C-8	Select Backfill	C.Y.	47	00
C-9	Sheeting and Shoring Left in Place (by order of the Engineer)	MBM	1200	00
C-10	Calcium Chloride (Dust Control)	TON	575	00
C-11	Mix No. 1 Concrete	C.Y.	375	00
C-12	Test Pit Excavation	C.Y.		
	a. Non Paved Areas		85	00
	b. Paved – Non State Roads		156	00
	c. Paved – Arterial and State Roads		225	00
C-13	Patching Existing Paving With Bituminous Concrete	TON	125	00
C-14	Patching Existing Paving With Portland Cement Concrete	C.Y.	250	00
C-15	Silt Fence	L.F.	4	00
C-16	Super Silt Fence	L.F.	10	00
C-17	Straw Bale Dikes	L.F.	5	00
C-18	Stone Outlet Sediment Trap	L.F.	22	00
C-19	Temporary Seeding and Mulching	S.Y.	0	60



HOWARD COUNTY, MARYLAND
OFFICE OF PURCHASING
6751 Columbia Gateway Drive, Suite 501
Columbia, MD 21046
(410) 313-6370
www.howardcountymd.gov/purchasing

ADDENDUM NO. 1

March 3, 2014

Invitation for Bid No. 2014-49
ON-CALL WATER AND SEWER CONSTRUCTION
Opening Date: March 12, 2014 Time: 2:00 PM

This addendum is hereby made a part of this Invitation for Bid No. 2014-49. Please note the following changes, questions and clarifications as a result of the pre-bid conference held on February 25, 2014 and submit your bid accordingly.

Questions:

1. Section F, Schedule of Prices, Equipment Cost. Bid item E-4 requires a rubber tired backhoe/loader with a 1 CY, 60 HP, 17 foot reach. Will the County accept the use of track equipment of similar capacity in lieu of a rubber tired backhoe/loader?

Answer: The nature of the on-call contract will require work within County and State roads and existing residential developments. The requirement for a rubber tired backhoe/loader is to limit damage and repair to paved streets, parking lots, curbs and gutters and other improved surfaces. The intent of the on-call contract is for the Contractor to own or to have access to a rubber tired backhoe/loader with the capacity indicated and to provide the services of that equipment at the price bid for Bid Item E-4. In lieu of a rubber tired backhoe/loader, the County will accept a rubber tracked excavator and rubber tracked/tired front end loader, that when used in combination, provide the same capacity and functionality for the price bid for Bid Item E-4.

2. The sign-in sheet from the pre-bid conference is attached to this addendum.

Please acknowledge addenda by signing below and returning with the bid. Failure to acknowledge this addendum may be cause for rejection of the bid.

ADDENDUM RECEIVED BY:

WF WILSON & SONS, INC.

Company Name

Signature

Title

J. THOMPSON

VICE PRESIDENT



HOWARD COUNTY, MARYLAND
OFFICE OF PURCHASING
6751 Columbia Gateway Drive, Suite 501
Columbia, MD 21046
(410) 313-6370
www.howardcountymd.gov/purchasing

ADDENDUM NO. 2

March 6, 2014

Invitation for Bid No. 2014-49
On-Call Water and Sewer Construction
Revised Opening Date: March 19, 2014 Time: 2:00 p.m.

This addendum is hereby made a part of this Invitation for Bid No. 2014-49. Please note the following changes, clarifications and attachments and submit your bid accordingly.

Changes

Change all references to bid opening date from, March 12, 2014, at 2:00 p.m. to March 19, 2014 at 2:00 p.m.

Questions/Clarifications

The following information/clarification is offered in response to questions received during the bidding process.

1. Question: Schedule of Prices, Labor Costs: Bid Item Numbers L6, L7, L8 on the bid form refers to laborer 1, 2 & 3. Is there a description of these laborers such as pipelayer, general laborer, etc?

Response: Bid Item Number L6, Laborer 1, shall be for pipelayers. Bid Item Number L7, Laborer 2, shall be for general laborers. Bid Item Number L8 has been deleted. When multiple laborers are required for a task assignment, payment shall be made based on either the pipelayer or general laborer classification. A revised bid form for Labor Costs, modifying the laborer classification and hours, is attached.

2. Question: Schedule of Prices, Equipment Costs: Bid Item Number E6, Tamper. Item E6 on the bid form refers to a tamper. Is that a hand tamper, jumping jack or plate tamper?

Response: Bid Item Number E6, Tamper, shall be a hydraulic compactor/tamper attachment suitable for the Backhoe/Loader specified in Bid Item Number E4. A revised bid form for Equipment Costs, modifying the item description for Bid Item Number E6 is attached.

3. Question: Schedule of Prices, Equipment Costs: Bid Item Number E8, Air Missile. Item E8 on the bid form refers to an air missile, what size?

Response: Bid Item Number E8, Air Missile shall be capable of producing a minimum 2-inch diameter bore hole for installation of water house connections. A revised bid form for Equipment Costs, modifying the item description for Bid Item Number E8 is attached.

4. Question: Schedule of Prices, Equipment Costs: Bid Item Number E15, Hydraulic Rock Breaker – Backhoe Attached. Bid Item E15 on the bid form refers to a hydraulic breaker for the backhoe, what size?

Response: The Hydraulic Rock Breaker shall be matched to and suitable for the Backhoe/Loader specified in Bid Item Number E4. A revised bid form for Equipment Costs, modifying the item description for Bid Item Number E15 is attached.

Attachments

1. Section F, Schedule of Prices, Labor Cost: Delete Page 1 of 4. Replace with attached “Page 1 of 4, Revised March 5, 2014”.
2. Section F, Schedule of Prices, Equipment Cost: Delete Page 2 of 4. Replace with attached “Page 2 of 4, Revised March 5, 2014”.

Please acknowledge addenda by signing below and returning with the bid. Failure to acknowledge this addendum may be cause for rejection of the bid.

ADDENDUM RECEIVED BY:

WF WILSON & SONS, INC.

Company Name

MVD

Signature

Title

**J. THOMPSON
VICE PRESIDENT**

HOWARD COUNTY, MARYLAND
QUALIFICATIONS QUESTIONNAIRE

ON-CALL WATER AND SEWER CONSTRUCTION

W.F. WILSON & SONS, INC.
7521 Cemetery Lane
ELK RIDGE, MD 21075

Name of Company: _____ Date: 3/19/14

Address: _____

Telephone Number: 443-755-8720

BIDDER'S/CONTRACTOR'S QUALIFICATIONS

1. Bidders shall have at least 5 years continuous experience in the construction of water mains and gravity sanitary sewers. Bidders shall have completed 3 gravity sanitary sewer installations of 8-inch diameter and larger totaling 5,000 linear feet within the past 3 years under the supervision of the Bidder's Project Manager or Construction Superintendent to be assigned to this project. In addition, bidders shall have completed 3 water main installations of 8-inch diameter and larger totaling 5,000 linear feet within the past 3 years (with a minimum 1,000 linear feet of PVC C-900 pressure pipe) under the supervision of the Bidder's Project Manager or Construction Superintendent to be assigned to this project.

Bidders shall document all required experience on the Qualifications Questionnaire 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 10 years of demonstrated experience of reliability and meets the criteria set forth herein.

2. Bidders shall designate a Primary Contact Person within the firm (project manager / superintendent / estimator) with the authority to act and speak on behalf of the firm regarding work efforts required by the County. The Primary Contact Person shall have a minimum of 10 years of experience in water and sewer construction and have acted in a similar capacity in at least 4 of the 6 sewer/water installations listed in item 1 above. The Contractor shall document the required experience of the Primary Contact Person on the Qualifications Questionnaire.
3. All bidders are advised that they must be available to assist the County with manpower (a minimum four man crew consisting of a foreman, backhoe operator, truck driver and laborers) and all equipment for emergency repairs of water and/or sewer mains on a 24 hours/day, 365 days/year basis. The crew and equipment must be able to respond on site within 4 hours of an emergency call. Supervisory personnel must be readily available by office and cell telephone. A primary and secondary point of contact shall be provided.

SECTION F
Invitation for Bid No. 2014-49

Bidders shall provide on the Qualifications Questionnaire the names and telephone numbers of their designated emergency supervisory personnel.

- 4 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 additional copies of the pages in the Qualifications Questionnaire form as necessary to adequately demonstrate their experience.
- 5 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 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.
- 7 Contracts shall be awarded to the lowest responsive and responsible bidder(s) 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(s). 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) **Water and Sewer Pipelines and appurtenances:**

Work for which Bidder was responsible:

Project Title and/or Other Identifying Number for the Work: Trotter Road
34-4805 Sewer Portion
Location (Street Address, City/County, State): Clarksville MD.

Start Construction Date July 2013 End Construction Date: Sept. 2013
Pipe material: C-900 DR-18 SDR-35 PVC
Pipe diameter: 8"
Linear feet of pipe 8" diameter and larger: 1,722
Bidder's total dollar amount for the Work described: 497,231
Bidder's Superintendent for the Work: Doug Andrew
Bidder's Project Manager for the Work: Tom Johnson

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

Name: Howard Co. DPW
Address: _____
Telephone Number: _____
Names of persons having supervisory responsibility within Agency or Firm for whom Work was performed: Wes Daub 410 313 6194

Firm performing Engineering Inspection Services:

Name: Howard Co. CID
Address: _____
Telephone Number: _____
Names of persons having supervisory responsibility within firm performing Engineering Inspection Services: John Alcorn 410 313 1887

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) **Water and Sewer Pipelines and appurtenances:**

Work for which Bidder was responsible:

Project Title and/or Other Identifying Number for the Work: MD RTE 108
CAPITAL PROJECT # S-6262 Sewer Portion
Location (Street Address, City/County, State): Ellicott City MD

Start Construction Date SEPT. 2012 End Construction Date: NOV 2012
Pipe material: SDR-35 PVC
Pipe diameter: 8"
Linear feet of pipe 8" diameter and larger: 592
Bidder's total dollar amount for the Work described: 349,547
Bidder's Superintendent for the Work: Doug Andrew
Bidder's Project Manager for the Work: Tom Johnson

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

Name: Howard Co. DPW
Address: _____
Telephone Number: _____
Names of persons having supervisory responsibility within Agency or Firm for whom Work was performed: Paul Dimarco 410 313 6126

Firm performing Engineering Inspection Services:

Name: Howard Co. CID
Address: _____
Telephone Number: _____
Names of persons having supervisory responsibility within firm performing Engineering Inspection Services: Scott Burke 410 313 5762

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) **Water and Sewer Pipelines and appurtenances:**

Work for which Bidder was responsible:

Project Title and/or Other Identifying Number for the Work: Hickory Glen
Water Extension Contract W 8293
Location (Street Address, City/County, State): Columbia, MD

Start Construction Date August 2013 End Construction Date: Sept 2013

Pipe material: C-900 DR-18

Pipe diameter: 8"

Linear feet of pipe 8" diameter and larger: 430

Bidder's total dollar amount for the Work described: 88,851

Bidder's Superintendent for the Work: Tom Johnson

Bidder's Project Manager for the Work: Tom Johnson

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

Name: Howard County DPW

Address: _____

Telephone Number: _____

Names of persons having supervisory responsibility within Agency or Firm for whom Work was performed: Kim Siew 410 313 6124

Firm performing Engineering Inspection Services:

Name: Howard County CID

Address: _____

Telephone Number: _____

Names of persons having supervisory responsibility within firm performing Engineering Inspection Services: Scott Burke 410 313 5762

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) **Water and Sewer Pipelines and appurtenances:**

Work for which Bidder was responsible:

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

34-4805 Water Portion

Location (Street Address, City/County, State): Clarksville MD.

Start Construction Date July 2013 End Construction Date: SEPT 2013

Pipe material: C-900 DR-18 PRE

Pipe diameter: 8"

Linear feet of pipe 8" diameter and larger: 1745

Bidder's total dollar amount for the Work described: 336,267

Bidder's Superintendent for the Work: Tom Johnson / Doug Andrew

Bidder's Project Manager for the Work: Tom Johnson

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

Name: Howard Co. DPW

Address: _____

Telephone Number: _____

Names of persons having supervisory responsibility within Agency or Firm for whom Work was performed: Wes Daub 410 313 6194

Firm performing Engineering Inspection Services:

Name: Howard County DPW

Address: _____

Telephone Number: _____

Names of persons having supervisory responsibility within firm performing Engineering Inspection Services: Scott Burke 410 313 5762

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) **Water and Sewer Pipelines and appurtenances:**

Work for which Bidder was responsible:

Project Title and/or Other Identifying Number for the Work: MD BTE 108

Water Portion CAPITAZ Project S-6262
Location (Street Address, City/County, State): Ellicott City MD

Start Construction Date MARCH 2013 End Construction Date: OCTOBER 2013

Pipe material: Fusible C-900

Pipe diameter: 8"

Linear feet of pipe 8" diameter and larger: 2,000 2,000

Bidder's total dollar amount for the Work described: 332,119

Bidder's Superintendent for the Work: Doug Andrew

Bidder's Project Manager for the Work: Tom Johnson

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

Name: Howard County DPW

Address: _____

Telephone Number: _____

Names of persons having supervisory responsibility within Agency or Firm for whom Work was performed: Paul Dimarco 410 313 6126

Firm performing Engineering Inspection Services:

Name: Howard County CID

Address: _____

Telephone Number: _____

Names of persons having supervisory responsibility within firm performing Engineering Inspection Services: Scott Burke 410 313 5762

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

(f) **Water and Sewer Pipelines and appurtenances:**

Work for which Bidder was responsible:

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

Water Replacement Contract 444757

Location (Street Address, City/County, State): Seagoville MD

Start Construction Date Sept. 2013 End Construction Date: Oct 2013

Pipe material: C-900 DR-18 PVC

Pipe diameter: 8"

Linear feet of pipe 8" diameter and larger: 698

Bidder's total dollar amount for the Work described: 193,823

Bidder's Superintendent for the Work: Doug Andrew

Bidder's Project Manager for the Work: Tom Johnson

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

Name: Howard County DPW

Address: _____

Telephone Number: _____

Names of persons having supervisory responsibility within Agency or Firm for whom Work was performed: Daniel Davis 410 313 6123

Firm performing Engineering Inspection Services:

Name: Howard County CID

Address: _____

Telephone Number: _____

Names of persons having supervisory responsibility within firm performing Engineering Inspection Services: Mark Cook 410 313 1893

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.

(g) **Water and Sewer Pipelines and appurtenances:**

Work for which Bidder was responsible:

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

Parallel Sewer Contract 12

Location (Street Address, City/County, State): Columbia MD.

Start Construction Date December 2012 End Construction Date: October 2013

Pipe material: FRP

Pipe diameter: 27" & 30"

Linear feet of pipe 8" diameter and larger: 3,538

Bidder's total dollar amount for the Work described: 1,992,245

Bidder's Superintendent for the Work: Doug Andrews

Bidder's Project Manager for the Work: Tom Johnson

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

Name: Howard County DPW

Address: _____

Telephone Number: _____

Names of persons having supervisory responsibility within Agency or Firm for whom Work was performed: Wes Davis 410 313 6194

Firm performing Engineering Inspection Services:

Name: Howard County CID

Address: _____

Telephone Number: _____

Names of persons having supervisory responsibility within firm performing Engineering Inspection Services: DAVE MEERS 410 313 1873

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.

(h) **Water and Sewer Pipelines and appurtenances:**

Work for which Bidder was responsible:

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

Water Extension CAPITAL Project W-8310

Location (Street Address, City/County, State): Ellicott City MD

Start Construction Date: Sept. 2012 End Construction Date: Nov. 2012

Pipe material: C-900 DR-18 PVC

Pipe diameter: 8"

Linear feet of pipe 8" diameter and larger: 933

Bidder's total dollar amount for the Work described: 142,650

Bidder's Superintendent for the Work: Doug Andrews

Bidder's Project Manager for the Work: Tom Johnson

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

Name: Howard County DPW

Address: _____

Telephone Number: _____

Names of persons having supervisory responsibility within Agency or Firm for whom Work was performed: Bob Diaz 410 313 6125

Firm performing Engineering Inspection Services:

Name: Howard County CID

Address: _____

Telephone Number: _____

Names of persons having supervisory responsibility within firm performing Engineering Inspection Services: Chuck Whitcomb 410 313 1888

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:

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.

How the Living Wage Rate is Calculated

The Howard County Living Wage Rate is calculated by taking 125% of the 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 24, 2013, the Federal HHS Poverty Guideline was \$23,550 for a family of 4 (www.aspe.hhs.gov/poverty).

$$125\% \text{ of } \$23,550 = \$29,437.50 \qquad \$29,437.50 \div 52 \text{ weeks} \times 40 \text{ hrs/week} = \textbf{\$14.15 per hour}$$

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 HHS Poverty Guidelines are published next 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. The current rate is posted on our website at www.howardcountymd.gov/purchasing. 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.

- | | | |
|--------------------------|--------------------------|---|
| <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 public entity. |
| <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 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"/> | 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"/> | 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, then continue to Section 2.

**Section 2:
Certifications**

- 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 W.F. WILSON & SONS, INC.

Address 7521 Cemetery Lane
ELKBRIDGE, MD 21075

Authorized Signature [Signature]

Print Name of Signatory J. THOMPSON
VICE PRESIDENT

Vendor Federal ID Number 52-0566-580

Phone Number 443-755-8720

Email Address Jthompson@WFWilson.net

Date 3/19/14

Title of Signatory J. THOMPSON
VICE PRESIDENT

Office of Purchasing Use Only	Contract Title: On-Call Water and Sewer Construction		Buyer's Initials: MVD
	Solicitation No: IFB 2014-49	Capital Project No:	

2. **NAMES OF KEY PERSONNEL AND THEIR WORK RELATED EXPERIENCE:**

The bidder shall indicate on which efforts identified above (1a, 1b, 1c, etc.) the key personnel, including the Bidder's Primary Contact Person, worked and their responsibilities on that project.

See
Attached

3. **NAMES AND TELEPHONE NUMBERS OF EMERGENCY RESPONSE SUPERVISORY PERSONNEL AVAILABLE 24 HOURS/DAY 365 DAYS/YR.**

Walter Gainer

410-365-4444

Doug Andrew

410-365-1387

Jim Thompson

443-324-3331

PERSONNEL QUALIFICATIONS & EXPERIENCE

The principal of **W. F. Wilson & Sons** are well qualified and have a long term relationship in the Utility Business and with the Company. Following is a list of those Principals along with Experience and Qualifications.

Walter F Gainer, President - Graduate of *West Virginia, Wesleyan College*. Mr Gainer has been with the company since 1969 and has worked in every position from laborer to President. Mr Gainer has also served as *President of the National Utility Contractor Assoc.*

Jim Thompson, Vice President - Graduate of the *University of Maryland School of Engineering* in 1967. Mr Thompson has been with W.F. Wilson since 1984 as Vice President, primarily responsible for Estimating, Project Management and Office Management. Prior to 1984 he was at WSSC for 12 years followed by 5 years with Mardro Construction in Beltsville, MD.

Tom Johnson, Secretary - Graduate of *Catonsville Community College* with a degree in Construction Technology. Mr Johnson has been with W. F. Wilson since 1985 as an Estimator and Project Manager. Prior to that he worked for several contractors in the Utility business as a Foreman and for an Engineering firm in their construction management department.

Retired but still kicking

Ben Moy - Graduate *Civil Engineer* who works as a Project Manager. He has been in the Industry for more than 30 years and with W.F. Wilson for 10 years. He has a strong background in Pumping Stations and Treatment plants construction.

Doug Andrew - Currently serves as our General Superintendent for W. F. Wilson Field Crews. He has been with the company for 20 years and has worked in every field position from laborer to foreman to superintendent. His experience and knowledge are invaluable.

W.F. Wilson & Sons has eight Crew Foreman. They have been with the company for as long as *45 years*. . Most of them started with the company when they were in their early twenties. They are well trained with a wide range of experience in the utility construction industries.

4. **LIST OF MAJOR EQUIPMENT TO WHICH THE BIDDERS OWNS OR HAS ACCESS:**
(Provide attachment for this item if necessary.)

See
Attached

5. **BIDDERS BONDING CAPABILITY:** 10 million

6. **OTHER INFORMATION CONSIDERED PERTINENT:**

J. Thompson 3/19/14
Signature Date
J. THOMPSON
Title VICE PRESIDENT

Revised January 19, 2014

EQUIPMENT ASSIGNMENTS

PICKUPS			BACKHOES		AIR COMPRESSORS	
13C	SHOP - STAKE BODY	2001- CHEVY	15-045	HITACHI	158 -185	IR- CLIFFORD
19F	SPARE	2004-F350 CC	61-150	HITACHI- QUICK	160 -185	IR - J. SHARP
23F	SPARE	2004- F150 SC	62-150	HITACHI- QUICK	161- 185	IR - R COOL
25F	SPARE	2001-F250 SC	65-270	HITACHI-HMR	162 -185	IR - WASTLER
27F	SPARE SMALL DUMP	2006 CHEV SILVER	273-310	JOHN DEERE-HMR	163 - 185	IR - WILSON
29F	CARLOS SALGUERO (J.S.)	2006 CHEV SILVER	274-310	JOHN DEERE	164 - 185	IR - SPARE
32C	SPARE	2006 CHEV SILVER	277-160	HITACHI-QUICK HM	165-175	IR-TAYLOR
35F	SPARE - WRECKED	2003-F250 SC	278-310	JOHN DEERE-EX	166-175	IR-PEE WEE
36F	JAMES HIBBLER (S.T.)	2007- F350 SC	279-200	HITACHI-QUICK	167 -160	IR-SPARE
38C	BUTCH BAUGHER	2007- CHEVY SP C	280-200	HITACHI-QUICK	668 -30	IR-WILLIE TRUCK
39C	SPARE	2007-CHEVY SP C	281-200	HITACHI-QUICK	669 -130	IR -SPARE
40F	DANIEL CARBALLO (R.C.)	2008-F 350 CC	282-550	HITACHI- QUICK	670- 30	IR -581
41C	JIMMY SHARP	2007- CHEV SILVER	283-450	JD - QUICK	672	IR- SPARE
43C	STEVE TAYLOR	2008-CHEV SILVER	284-450	JD - QUICK	GENERATOR SET	
44T	SPARE	2009 TOYOTA CAM	285-340	DAEWOO-QUICK	28 GEN	DUETZ
47F	TRUCK W/ DRILL RIG	2004 F450 CREW	286-340	DAEWOO-QUICK	29 GEN	DUETZ
48C	ROBERTO CARBALLO	2009 CHEV SILVER	287-135	JD- QUICK	748 LIGHT	INGERSOL RAND
49F	LUCIANO VARGAS (C.S.)	2010 F350CC	288-225	JD- QUICK	749 LIGHT	INGERSOL RAND
50F	ANCELMO SARAVIA (J.W.)	2010 F350 CC	289-450	JD- QUICK	768GEN	INGERSOL RAND
51F	JOSE BENITEZ (J.S.)	2010 F250 SC	291-050	JD-COMP EXCAV	771ARROW	AMIDA ARROW BD
52F	KENNY ANDREW	2010 F250 SC	292-225	JD- QUICK	773GEN	INGERSOL RAND
53F	DENNIS WASTLER	2010 F250 SC	293-410	JD-QUICK-EX/HMR	779GEN	GENIE T25
55G	LUCY COOK	2007-YUKON	295-330	JD-QUICK-HYD	782GEN	GENIE T25
56T	RICK STORM	2005 TOYOTA	296-330	JD-QUICK	785ARROW	
57F	CLIFFORD E SWEENEY	2004 F250 SC	297-50	HITACHI-MINI	786ARROW	
58I	SPARE	2012 INT'L TERRAS	298-135	JD-	MISCELLANEOUS	
59C	LINDA ELSEROAD	2011 CHEVY EQUIP	299-225	HITACHI	1 DRILL	
60C	DOUG ANDREW	2011 CHEVY SILV	201-80	HITACHI	2 BROOM	800
61F	RANDY COOL	2011 F350 CC	202-225	JOHN DEERE	3 CHIPPER	800
62F	R. MARK TIGNOR	2012 F350 CC	DOZERS		5 MIXER	
63C	BEN MOY	2012 CHEVY EQUIP	23-D39	KOM	6 VAC -TRAILER	
64F	CHARLIE SAYLER	2012 F350 CC	24-D650	CASE	7 MIXER	
65C	WALTER GAINER	2012 CHEVY SUB.	TRACK LOADERS		17 MULCHER	800
66I	WILLIE STORM	2012-INTL. TRUCK	445-963	CAT	AUGERS	
67F	PEE WEE / DAVE HURLEY	2012 F350 CC	446-655	JOHN DEERE	2AUGER	
68FE	ART LEWIS	2012 FORD ECON	447-953	CAT	3AUGER	
69C	JOHN WILSON	2013 CHEVY SC	448-755	JOHN DEERE	WELDERS	
70F	WELDING TRUCK-SEAN	99-F350 WELD	449-963	CAT	926 WELDER	WILLIE'S
71F	EDWIN GRANADOS (K.A.)	2012 F350 CC	RUBBER TIRE LOADERS		927 WELDER	WELD SHOP
72G	JIM THOMPSON	2013GMC ACADIA	25CASE	SKID LDR	928 WELDER	SHOP
73H	TOM JOHNSON	2013 HONDA CRV	41-320	KOMATSU	FORK LIFTS	
74F		2013 F350 CC	547-544	JOHN DEERE	2 FORK	TOYOTA
90F	GILBUR FUENTES (PEE WEE)	2001-F350-CC	548-544	JOHN DEERE	3 FORK	KOMATSU
95F	SHOP- FLAT BED	2002 F550	549-260	JD SKID	L.P.O.U.	
96F	LUIS RIVERA (S.T.)	2002-F150SC	550-644	JOHN DEERE	LARGE PUMPS	
TRUCKS			551-236	CAT SKID STEER	19 PUMP	HYD/NO KEY
101	KENWORTH TRAC	2004 KENWORTH	552-544	JOHN DEERE	79PUMP	6"PUMP NO KEY
102	MACK DUMP TRUCK W/ BODY	2012 MACK GU713	553-544	JOHN DEERE	80PUMP	6"PUMP NO KEY
186	DUMP TRUCK	86 M 1954	554-344	JOHN DEERE	ROLLERS	
191	INT FLAT DUMP	90-4900	556-544	JOHN DEERE	8 RAMAX	SHEEP FT
192	DUMP TRUCK	97-4900	557-644	JOHN DEERE	9 IR	DRUM
193	DUMP TRUCK	97-4900	558-344	JOHN DEERE	11ROLLER	ASPHALT
195	MACK DUMP	2000-MK-RD688S	TRAILERS		13ROLLER	DRUM/SHEEP FT
196	FUEL TRUCK - WHITE	2001-INTL	61T	9 TON EB	815 ROLLER	DRUM/SHEEPFT
197	FUEL TRUCK- RED	1987-INTL	63T	20 TON EB	816 ROLLER	PRO PACK 100 IR
198	GREASE RIG	2003-INTL 7400	66T	HOSE	817 RAMAX	SHEEPFOOT
199	TRACTOR	2003 MACK CV713	70T	PEE WEE - RED	818 RAMAX	SHEEPFOOT
FUEL TANKS			71T	TALBERT 55 TON	819ROLLER	DRUM
1	500 GALLONS - RED WHEELS		72T	TRAILL KING	ANTICULATED END DUMPS	
2	500 GALLONS - GRAY W/O WHEELS		73T	PRONE -CAR TRL	8WATER	WATER TRUCK
3	500 GALLONS		74T	CAM 18STT	9 DUMP	CASE END DUMP
4	100 GALLONS - ORANGE WHEELS				10DUMP	KOMATSU CARRIER
5	500 GALLONS				TOOL BOX	
6	275 GALLONS - ORANGE W/O WHEELS					

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

W. F. Wilson & Sons, Inc.
7521 Cemetery Lane
Elkridge, MD 21075

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
333 S. Wabash Avenue
Chicago, IL 60604

OWNER:

(Name, legal status and address)

Director of Finance, Howard County, Office of Purchasing
6751 Columbia Gateway Drive, Suite 501
Columbia, MD 21046

BOND AMOUNT: \$ Five Percent (5%) of the Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

IFB No. 2014-49: On-Call Water and Sewer Construction

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.


When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so

Init.

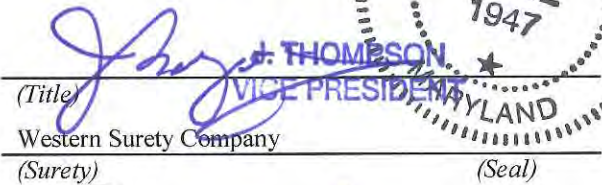
furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

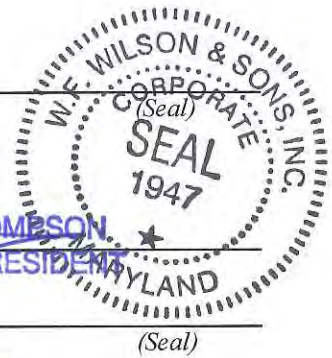
Signed and sealed this 12 day of March, 2014


(Witness)


(Witness) Brenda L. Pattishall

W. F. Wilson & Sons, Inc.
(Contractor as Principal)


(Title) J. THOMPSON
Western Surety Company
(Surety)




(Title) William Cowan, Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Paul M Troeschel, Stephen A Spencer, Daniel R West, William Cowan, Susan B Willett, Brenda L Pattishall, Beatrice Saint-Felix, Individually, of Rockville, MD Aldo Pasquariello, Ronald C Skinner, Karen Wilson, M Parker Williams, Individually, of Fairfax, VA

of Rockville, MD, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of December, 2013.



WESTERN SURETY COMPANY

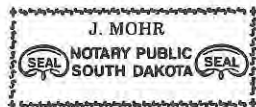
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 27th day of December, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 12 day of March, 2014.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

EXHIBIT C

- **CERTIFICATE OF INSURANCE**
- **AFFIDAVIT**
- **FOREIGN SERVICES
DISCLOSURE FORM**
- **BONDS**
- **EBO SCHEDULE OF
PARTICIPATION**
- **RAIN FOREST PROTECTION
CERTIFICATION**
- **CONTRACT INFORMATION
SHEET**

CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

WILSO-1

OP ID: DC

DATE (MM/DD/YYYY)

05/29/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Associates, Inc. 21 Church St, Suite 100 Rockville, MD 20850 Hugh M. Carroll	Phone: 301-838-9400 Fax: 301-838-9095	CONTACT NAME: Diane Collazo PHONE (A/C, No, Ext): 301-838-8826 FAX (A/C, No): 301-838-9095 E-MAIL ADDRESS: dcollazo@insassoc.com																				
	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>National Fire Ins. Hartford</td><td>20478</td></tr><tr><td>INSURER B:</td><td>Continental Insurance Co</td><td>35289</td></tr><tr><td>INSURER C:</td><td>Chesapeake Employers'</td><td></td></tr><tr><td>INSURER D:</td><td>Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER E:</td><td>Navigators Insurance Company</td><td>42307</td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	National Fire Ins. Hartford	20478	INSURER B:	Continental Insurance Co	35289	INSURER C:	Chesapeake Employers'		INSURER D:	Continental Casualty Company	20443	INSURER E:	Navigators Insurance Company	42307	INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	National Fire Ins. Hartford	20478																				
INSURER B:	Continental Insurance Co	35289																				
INSURER C:	Chesapeake Employers'																					
INSURER D:	Continental Casualty Company	20443																				
INSURER E:	Navigators Insurance Company	42307																				
INSURER F:																						

INSURED W. F. Wilson & Sons, Inc. 7521 Cemetery Lane Elkridge, MD 21075

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY		5088618344	12/01/13	12/01/14	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 600,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COM/OP AGG \$ 2,000,000
						\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		5088618327	12/01/13	12/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
						\$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		5088618358	12/01/13	12/01/14	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		4636910	12/01/13	12/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
E	Excess Liability		NY12EXC768543IV	12/01/13	12/01/14	Excess 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: IFB-2014-49 On-Call Water and Sewer Construction, Agreement No. CA-43-2014. Howard County, Maryland, its officials, employees, agents and volunteers are additional insureds in accordance with policy terms and conditions and if required by written contract or agreement.

CERTIFICATE HOLDER**CANCELLATION**

HOWCO04

Howard County Maryland
6751 Columbia Gateway Dr #501
Columbia, MD 21046

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

AFFIDAVIT

HOWARD COUNTY, MARYLAND
OFFICE OF PURCHASING

AFFIDAVIT

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

W.F. WILSON & SONS, INC.
7521 Cemetery Lane
ELKBRIDGE, MD 21075

Contractor _____

Address _____

I, James E Thompson, the undersigned, Vice President of the above named
(Print Signer's Name) (Print Office Held)

Contractor does declare and affirm this 19 day of MARCH, 2014, 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 _____

J. THOMPSON
VICE PRESIDENT

**FOREIGN SERVICES
DISCLOSURE FORM**

**HOWARD COUNTY, MARYLAND
OFFICE OF PURCHASING
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.

W.F. WILSON & SONS, INC.
7521 Cemetery Lane
ELK RIDGE, MD 21075

Company Name (Bidder)

3/19/14
Date


Signature

J. THOMPSON
Printed Name **VICE PRESIDENT**

Title

BONDS

PERFORMANCE BOND

W. F. Wilson & Sons, Inc.

7521 Cemetery Lane, Elkridge, MD 21075

Principal

Business Address of Principal

Western Surety Company

Surety

Obligee

HOWARD COUNTY, MARYLAND

a corporation of the State of South Dakota.....
and authorized to do business in the State of
Maryland

Penal Sum of Bond (express in words
and figures)

Three Hundred Thousand and 00/100 Dollars (\$300,000.00)

Date of Contract

....., 20....

Date Bond Executed

..... May 23, 2014.

Description of Contract

Contract Agreement CA-43-2014, IFB No. 2014-49: On-Call Water and Sewer Construction

Contract Number:

CA-43-2014

KNOW ALL MEN BE THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where a surety is composed of corporations acting as co-sureties, we, the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liabilities 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. The contract and all items incorporated into the Contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the Contract or to the work to be performed thereunder or to the Plans, Specifications, General Provisions, Special Provisions, or any of them, or to any other items incorporated into the Contract shall hereinafter be referred to as the "Contract," which is specifically incorporated herein by reference as if fully set forth herein, including but not limited to the Choice of Law and Forum provisions of 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 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 Obligor notifies both the Contractor and the Surety at their addresses described in this Bond that the Obligor is considering declaring the Contractor in default of the Contractor's obligations under the Contract, then, the Surety, at the Obligor's request, shall arrange a conference with the Principal and the Obligor to discuss methods of performing the Contract. If the Obligor, 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 Obligor 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 Obligor for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Obligor with a contractor selected with the Obligor's concurrence and acceptable to the Obligor to be secured with performance and payment bonds executed by a qualified Surety in a form acceptable to the Obligor, and pay to the Obligor 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 Obligor for a contract for performance and completion of the contract, arrange for a contract to be prepared for execution by the Obligor with the contractor selected with the Obligor's concurrence and acceptable to the Obligor, to be secured with performance and payment bonds executed by a qualified Surety in a form acceptable to the Obligor and pay to the Obligor the excess cost of completion up to Penal Sum of the Bond as the excess costs are incurred by the Obligor; or pay to the Obligor 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 Obligor 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 Obligor 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 Obligor under the Contract for any damages for which the Principal may be liable to the Obligor 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 Obligor, 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 Obligor 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 or 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:
Witness

Individual Principal

..... as to

.....(SEAL)

Presence of:
Witness

Co-Partnership Principal

..... as to
..... as to
..... as to

.....(SEAL)
(Name of Co-Partnership)

By:.....(SEAL)
.....(SEAL)
.....(SEAL)

Corporate Principal

Attest:

W. F. Wilson & Sons, Inc.....

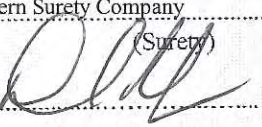
Corporate Secretary

Name of Corporation)
By:  AFFIX
President CORPORATE (SEAL)

Attest:

(SEAL)

Signature Brenda L. Pattishall, Witness

Western Surety Company
(Surety)
By:  AFFIX
CORPORATE (SEAL)

Title: Daniel R. West, Attorney-in-Fact

Bonding Agent's Name: Insurance Associates, Inc...

333 S. Wabash Avenue
Chicago, IL 60604
(Business Address of Surety)

21 Church Street, Suite 100
Agent's Address: Rockville, MD. 20850.....

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Paul M Troeschel, Stephen A Spencer, Daniel R West, William Cowan, Susan B Willett, Brenda L Pattishall, Beatrice Saint-Felix, Individually, of Rockville, MD
Aldo Pasquariello, Ronald C Skinner, Karen Wilson, M Parker Williams, Individually, of Fairfax, VA**

of Rockville, MD, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of December, 2013.



WESTERN SURETY COMPANY

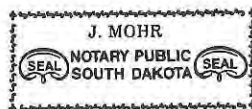
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 27th day of December, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23 day of May, 2014.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

PAYMENT BONDW. F. Wilson & Sons, Inc.7521 Cemetery Lane, Elkridge, MD 21075

Principal

Business Address of Principal

Western Surety Company

Surety

Obligee

HOWARD COUNTY, MARYLAND

a corporation of the State of South Dakota.....
and authorized to do business in the State of
Maryland

Penal Sum of Bond (express in words
and figures)

Date of Contract

Three Hundred Thousand and 00/100 Dollars (\$300,000.00)

....., 20.....

Date Bond Executed

May 23....., 2014..

Description of Contract

Contract Agreement CA-43-2014, IFB No. 2014-49: On-Call Water and Sewer Construction

Contract Number:

CA-43-2014

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, our 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, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit 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 Oblige.

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 Oblige 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 Oblige 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:
Witness

Individual Principal

..... as to

.....(SEAL)

Presence of:
Witness

Co-Partnership Principal

..... as to

.....(SEAL)

..... as to

(Name of Co-Partnership)

..... as to

By:.....(SEAL)

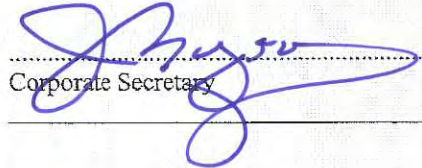
.....(SEAL)

.....(SEAL)

Corporate Principal

Attest:

W. F. Wilson & Sons, Inc.


Corporate Secretary

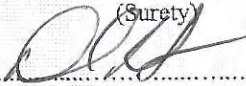
(Name of Corporation)
By:  AFFIX
CORPORATE
President (SEAL)

Attest: (SEAL)


Signature Brenda L. Pattishall, Witness

Bonding Agent's Name: Insurance Associates, Inc.

Western Surety Company

(Surety)
By:  AFFIX
CORPORATE
(SEAL)
Title: Daniel R. West, Attorney-in-Fact

21 Church Street, Suite 100
Agent's Address: Rockville, MD. 20850

333 S. Wabash Avenue
Chicago, IL 60604
(Business Address of Surety)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Paul M Troeschel, Stephen A Spencer, Daniel R West, William Cowan, Susan B Willett, Brenda L Pattishall, Beatrice Saint-Felix, Individually, of Rockville, MD
Aldo Pasquariello, Ronald C Skinner, Karen Wilson, M Parker Williams, Individually, of Fairfax, VA**

of Rockville, MD, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of December, 2013.



WESTERN SURETY COMPANY

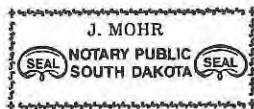
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 27th day of December, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23 day of May, 2014.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

EQUAL BUSINESS OPPORTUNITY

**CONTRACT SCHEDULE OF
PARTICIPATION**



HOWARD COUNTY, MARYLAND
EQUAL BUSINESS OPPORTUNITY (EBO)
SUBCONTRACTOR PARTICIPATION FORM

COUNTY USE ONLY

EBO APPROVAL

CONTRACT TITLE: ON-CALL WATER AND SEWER CONSTRUCTION			
IFB 2014-49	CAPITAL PROJECT #	CONTRACT / PO # 2014-49	
TERM: One year	RENEWAL #	AMOUNT \$ 750,000 See pg A-5	
PRIME CONTRACTOR NAME: W.F. WILSON & SONS, INC.			
ADDRESS: 7521 Cemetery Lane ELK RIDGE, MD 21075		PHONE: 443-755-8720	
EBO STATUS (Y/N): N	*EBO TYPE:	CERTIFYING AGENCY:	CERTIFICATION #

PRIME CONTRACTOR SHOULD LIST ALL EBO SUBCONTRACTORS / SUBCONSULTANTS / SUPPLIERS

INSTRUCTIONS FOR COMPLETING THIS FORM

- Complete the section below identifying each certified EBO firm (Minority (MBE), Woman (WBE), and Disabled (DBE) Business Enterprises) you intend to use on this project. Attach additional sheets if more than two (2) subcontractors.
- This form represents the contractor's commitment to utilize the named EBO firms at the percentages indicated should the contract be awarded to the contractor. This form should accompany your bid or proposal.
- *EBO Types: AA (African American), ASA (Asian American), HIS (Hispanic American), NA (Native American), FEM (Female), DIS (Disabled)

SUBCONTRACTOR NAME: Keys Materials			
ADDRESS: 2705 Mystic Ct. Mt. Airy MD 21771		PHONE: 301-854-5283	
CONTACT REPRESENTATIVE: Terri Ann Keys		EMAIL:	
*EBO TYPE (Check One)	<input type="checkbox"/> AA	<input type="checkbox"/> ASA	<input type="checkbox"/> HIS
	<input type="checkbox"/> NA	<input checked="" type="checkbox"/> FEM	<input type="checkbox"/> DIS
CERTIFYING AGENCY: MDOT	CERTIFICATION # 95367	EBO PARTICIPATION % 8	
DESCRIPTION OF WORK: Materials Supplier		EBO PARTICIPATION \$ 60,000	

SUBCONTRACTOR NAME: DD & J LLC			
ADDRESS: PO Box 524 Clarksville MD 21029		PHONE: 443-623-6829	
CONTACT REPRESENTATIVE: Cordell Martin		EMAIL:	
*EBO TYPE (Check One)	<input checked="" type="checkbox"/> AA	<input type="checkbox"/> ASA	<input type="checkbox"/> HIS
	<input type="checkbox"/> NA	<input type="checkbox"/> FEM	<input type="checkbox"/> DIS
CERTIFYING AGENCY: MDOT	CERTIFICATION # D 1360	EBO PARTICIPATION % 2	
DESCRIPTION OF WORK: Fuel Supplier		EBO PARTICIPATION \$ 15,000	

PRINTED NAME: J. THOMPSON VICE PRESIDENT

SIGNATURE (VENDOR OFFICIAL):

TITLE: J. THOMPSON VICE PRESIDENT

EMAIL: jthompson@wfwilson.net

DATE: 3/19/14

Revised 12/20/2013



RAIN FOREST PROTECTION CERTIFICATION

CONTRACT INFORMATION SHEET

**HOWARD COUNTY, MARYLAND
CORPORATION INFORMATION SHEET**

1. CORPORATE NAME: W.F. WILSON & SONS, INC.
7521 Cemetery Lane
ELKBRIDGE, MD 21075
2. CORPORATE ADDRESS: _____
3. PRINCIPAL BUSINESS OFFICE ADDRESS: _____
- TELEPHONE: 443-755-8720 FAX: 443 755 8720
4. NAME AND ADDRESS OF RESIDENT AGENT: James Thompson
5. DATE OF INCORPORATION: 1947 STATE OF INCORPORATION: MD
6. N/A 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.: 13715190
10. TAXPAYER IDENTIFICATION NUMBER: 520566580

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: Walter F. Gainer President
ADDRESS: Ellicott City MD
- NAME & TITLE: JAMES E. Thompson Vice President
ADDRESS: MT Airy MD
- NAME & TITLE: John F. Wilson Treasurer
ADDRESS: Brooksville MD
- NAME & TITLE: Douglas A. Andrew Acting Secretary
ADDRESS: Emmitsburg MD
12. NAMES AND ADDRESSES OF ALL CURRENT DIRECTORS (ATTACH ADDITIONAL PAGES, IF NECESSARY):
Same as Above

(Authorized Signature)

J. THOMPSON
VICE PRESIDENT

(Date)

3/19/14

(Type or Print Name)

(Title)

V.P.

