

**ANNE ARUNDEL COUNTY, MARYLAND  
DEPARTMENT OF PUBLIC WORKS**

**CFSU - Heritage Complex HVAC**

**Project Number C537800  
Contract Number C537896**

**PROJECT MANUAL**

**Bureau of Engineering  
Month, Dec. 2023**



**ANNE ARUNDEL COUNTY**

**CFSU – Heritage Complex HVAC**

**Proposal No.: C537896**

**Project No.: C537800**

**TABLE OF CONTENTS**

**PART I**

NOTICE TO CONTRACTORS	A1-1
INFORMATION TO BIDDERS	A2-1 TO A2-4
SOLICITATION CHECKLIST	A2-5
AFFIDAVIT	A3-1 TO A3-2
AFFIDAVIT/PREVAILING WAGE AND LOCAL HIRING	A3-5 TO A3-6
PROPOSAL	A4-1 TO A4-6
CONTRACT	B1-1 TO B1-2
CONTRACTOR'S PERFORMANCE BOND	B2-1 TO B2-2
CONTRACTOR'S PAYMENT BOND	B3-1 TO B3-3
CORPORATE RESOLUTION	B4-1
BID BOND	B5-1 TO B5-2
EXPERIENCE AND EQUIPMENT CERTIFICATION	B6-1 TO B6-4
LIST OF SUBCONTRACTORS & EQUIPMENT SUPPLIERS	B7-1
APPENDIX "A"	2 PAGES
APPENDIX "B"	3 PAGES
APPENDIX "C" PREVAILING WAGE AND LOCAL HIRING REQUIREMENTS	4 PAGES
APPENDIX "D" PREVAILING WAGE RATE TABLE	3 PAGES

## NOTICE TO CONTRACTORS

### **Prevailing Wage or Local Hiring Compliant Capital Improvement Contract**

Bid No.: C537896  
Project No.: C537800

Sealed bids, addressed to Anne Arundel County, Bid No. C537896, for CFSU – Heritage Complex HVAC for the Department of Public Works will be received until 1:30 P.M. local time, Tuesday, March 12, 2024, electronically through the County's PORT system, after which they will be opened and publicly read via ZOOM.com. You may join the Zoom meeting for the date and time set on the solicitation. However, the reading of bids will begin approximately 15 minutes after the deadline for submitting them to give staff enough time to assemble the bid responses. Please join the bid opening using the credentials listed below:

Join URL: <https://zoom.us/j/172858269>

Meeting ID: 172 858 269  
**Password: 0**

Dial by your location

+1 312 626 6799 US  
+1 301 715 8592 US  
+1 669 219 2599 US  
+1 669 900 6833 US  
888 475 4499 US Toll-free  
877 853 5257 US Toll-free

The Work includes the following major items:

The replacement of 16 roof top units at the Heritage Office Complex.

The Work is subject to the prevailing wage or local hiring laws of Anne Arundel County as more specifically set forth by law and by County policy. The Contractor and any subcontractor must submit the appropriate Wage Requirements Law and Local Hiring forms found at: <https://www.google.com/url?q=https://www.aacounty.org/departments/central-services/purchasing/prevailing-wage-law/index.html> Failure to submit and complete the required material information on the form(s) may cause the offeror's proposal and bid to be unacceptable under County law, and the bid may be rejected.

On or after February 12, 2024, Plans and Specifications may be downloaded from the Anne Arundel County Purchasing website <https://www.aacounty.org/PORT>. Plans will only be distributed via the web site.

To all contractors, the Anne Arundel County Purchasing Office now has bid results for Capital Construction Projects on the County's web page. Contractors can access it by entering the following web address: <https://www.aacounty.org/departments/central-services/purchasing/bid-results/index.html>

This Contract will be constructed under the provisions of the Anne Arundel County Government January, 2001 "Standard Details and Specifications for Construction" and any subsequent revisions thereto.

The cost range for the Project is: \$ above \$3,000,000

### **PREVAILING WAGE**

The County's prevailing wage and local hiring laws, as found at §8-2-115 and 8-2-116, as amended of the County Code, and the State of Maryland's prevailing wage laws, apply to certain capital improvement contracts and capital projects. See also Anne Arundel County Council Bill 72-21, as amended. To the extent applicable, the County's prevailing wage requirements are enumerated in the "Prevailing Wage Requirements for Capital Improvement Contracts Addendum to the General Conditions of Contract between County and Contractor" and apply to the Work. If applicable to this Contract, the Addendum will be attached to the contract, and will be incorporated herein by reference, and made a part thereof. The Contractor and its subcontractors must comply with all of the auditing, reporting requirements of the law on an ongoing basis or will be subject to penalties, including, but not limited to liquidated damages claims from both improperly paid employees of the Contractor and its subcontractors and the County.

### **EQUAL OPPORTUNITY**

It is the policy of Anne Arundel County, Maryland, to ensure equal employment opportunity for all persons, and to ensure that minority and women-owned business enterprises have the maximum opportunity to participate in the performance of all county contracts for supplies and services.

### **NON-DISCRIMINATION IN EMPLOYMENT**

THE CONTRACTOR OR ANY SUBCONTRACTOR MAY NOT DISCRIMINATE IN ITS EMPLOYMENT PRACTICES AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, ANCESTRY, HANDICAP, AGE OR MARITAL STATUS.

On February 27, 2024 at 10:00 A.M. local time, a Pre-Bid conference will be held at the Department of Public Works, Heritage Office Complex, 2662 Riva Road, Annapolis, MD 21401. ALL VISITORS must check in with the first floor security guard for the meeting location. Anyone who plans to attend the Pre-Bid conference must provide their name, and their Company's name, to the County's Project Manager in advance, in order to be permitted access to the building. The intent of this conference is to clarify the Plans and Specifications advertised and intended for bidding purposes. All potential bidders are requested to attend this conference. However, attendance is not a requirement of the Contract.

**FOR ADA ACCESSIBILITY ASSISTANCE ONLY:** Anyone needing special ADA accommodations for the Pre-Bid conference must contact Joelle Ridgeway at [410-222-4383](tel:410-222-4383), or by email to [agridg24@aacounty.org](mailto:agridg24@aacounty.org), at least seven days in advance of the event. TTY users, please call via Maryland Relay 7-1-1. All materials are available in an alternative format upon request.

**Questions regarding this Project should be directed to the PROJECT MANAGER, Joe Holoubek, at 410-222-7549.**

ANNE ARUNDEL COUNTY

Catrice Parsons

Purchasing Agent

**ANNE ARUNDEL COUNTY, MARYLAND  
PREVAILING WAGE AND/OR LOCAL HIRING  
CAPITAL IMPROVEMENT AGREEMENT**

**CFSU – Heritage Complex HVAC**

**Proposal No.: C537896**

**Project No.: C537800**

**INFORMATION TO BIDDERS**

Sealed bids, addressed to the Purchasing Agent, Anne Arundel County, Maryland, for construction of the CFSU – Heritage Complex HVAC as shown on drawings on file in the Office of the Department of Public Works, Heritage Office Complex, 2662 Riva Road, Annapolis, Maryland 21401 will be received electronically through the County's PORT system until Tuesday, March 12, 2024 at 1:30 p.m. after which they will be opened and publicly read via ZOOM.com You may join the ZOOM meeting for the date and time set on the solicitation. However, the reading of bids will begin approximately 15 minutes after the deadline for submitting them to give staff sufficient time to assemble the bid responses. Please join the bid opening using the credentials listed below:

Join URL: <https://zoom.us/j/172858269>

Meeting ID: 172 858 269

**Password: 0**

Dial by your location

+1 312 626 6799 US

+1 301 715 8592 US

+1 669 219 2599 US

+1 669 900 6833 US

888 475 4499 US Toll-free

877 853 5257 US Toll-free

TTY users, please call via Maryland Relay 7-1-1. All materials are available in an alternative format upon request.

THE RIGHT IS HEREBY RESERVED TO REJECT ANY OR ALL BIDS AND TO WAIVE INFORMALITIES, AS THE INTERESTS OF THE COUNTY MAY REQUIRE.

All work to be performed under this Project shall be done under strict compliance with the Anne Arundel County Government January 2001 "Standard Details and Specifications for Construction" and any subsequent revisions thereto. Copies of Standard Specifications for Construction and Standard Details may be obtained by accessing the Anne Arundel County Department of Public Works website, <http://www.aacounty.org/departments/public-works/engineering/design-manual/index.html>. The Standard Specifications and Details for Construction will only be available via the web site, and it shall be the duty of the Bidder to be familiar with these documents.

In addition, on May 18, 1990, the Commissioner of Labor and Industry adopted, through incorporation by reference to the Maryland Occupational Safety and Health Standards under COMAR 09.12.31 Maryland Occupational Safety and Health Act, amendments and revisions relating to Excavations as published in 54 Federal Register No. 209 (October 31, 1989) pages 45948-45991 and codified in Sub Part 29 CFR

1926.650-1926.652 and Appendices A-F, together with certain amendments. The amendments are found at Maryland Register, Volume 17, issue 6 (Friday, March 23, 1990), pages 746-748. The Commissioner's action is effective May 28, 1990. All holders of the Anne Arundel County Standard Specification and Details for Construction should familiarize themselves with these regulations and be guided accordingly.

## PREVAILING WAGE AND LOCAL HIRING

Under County law, a bid for a contractor to provide certain capital project and capital improvement services may be subject to the Anne Arundel County Code and purchasing regulations regarding compliance with certain wage requirements payable to the Contractor's employees and hiring practices regarding residents of Anne Arundel County. If the awarded contract and/or work to be performed and services to be provided are subject to the prevailing wage law and/or local hiring requirements, the Contractor and all of its subcontractors must comply with the provisions of Anne Arundel County Code §8-2-115 and 8-2-116 and must not retaliate against a covered employee who discloses an illegal or improper action described therein. See Anne Arundel County Bill 72-21, as amended.

An aggrieved covered employee under the prevailing wage and local hiring law is a third-party beneficiary under any applicable capital improvement contract awarded pursuant to this solicitation or that falls under the County's prevailing wage law. An awarded contractor or subcontractor's employee may by civil action recover compensatory damages including interest and reasonable attorney's fees, from the contractor or one of its subcontractors for retaliation if the Contractor or their subcontractor violates the County's prevailing wage laws. The Contractor by submission of their proposal incorporates into any award those required clauses as set forth in the law.

The County will monitor the awarded bidder's compliance with the local hiring and prevailing wage requirements of state and local law. The bidder must submit all documentation necessary to comply with the wage and hiring laws. The awarded bidder will be subject to audits and ongoing reporting requirements, and authorizes the County by submission of their bid to give direction to the contractor to submit required documentation, monitor and inspect the contractor's performance in regards to prevailing wage laws and local hiring requirements to ensure compliance, to receive records upon demand, to prepare required reports and to approve or reject invoices for payment if the awarded bidder does not comply with prevailing wage and local hiring laws, as applicable.

Bids made other than on the attached forms will not be considered. Changes in the phraseology of the bid, additions, or limiting provisions will render the bid irregular and may cause its rejection.

All bids shall include the following forms:

- (1) Anti-collusion and non-bribery affidavit
- (2) Proposal form
- (3) Bid Bond (Bonding Companies must be licensed to do business in the State of Maryland and have complied with the law and the regulations of the U.S. Department of the Treasury and be approved as A Certified Companies or A Certified Reinsurer Companies.)
- (4) List of subcontractors and Equipment Suppliers; and
- (5) Sales tax affidavit (*To be completed and submitted in duplicate only for water/wastewater treatment facilities.*)
- (6) *Prevailing Wage and Local Hiring Affidavit*

Failure to complete and submit these forms shall render the proposal irregular and may be cause for rejection of the bid.

The Proposal form shall include the price, in figures, for each item of the proposed work and must be signed on behalf of the bidder. The bidder must examine the drawings, standard specifications, standard details and contract specifications carefully and should make a personal examination of the location and nature of the proposed work. In case doubt shall arise as to the meaning or intent of anything shown on the drawings or comprised in the Standard Specifications, Standard Details and Contract Specifications, inquiry should be made of the project engineer of the Department of Public Works before the bid is submitted. Submission of the bid shall indicate that the bidder thoroughly understands the drawings and the terms of the specifications. Bidders are especially directed to fill out the "Total Price" column and total their bids, so that the results of the bidding, barring possible arithmetical errors, will be at once known. Any errors in computation will be corrected by the engineer when the bids are canvassed. The County reserves the right to accept alternatives in any order, to award on any bid item or combination of bid items. And to reject all bids if, in the sole determination of the County, it is advantageous to the County to do so. Any errors in computation or math will not invalidate the bid. In case of any discrepancy between the total figure and the correct total of the line items on the bid, the correct total of all line items shall govern and shall become the bid price.

Each bid must be accompanied by a certified check or bid bond acceptable to the County for five percent (5%) of the amount of the bid, payable to Anne Arundel County, Maryland; and unless so accompanied, the bid will not be considered. The check or bid bond will be forfeited to the County as liquidated damages in case the contract, performance bond, and labor and materials bonds are not executed within ten (10) days after receiving the contract for execution.

The list of subcontractors and equipment suppliers to be submitted with the bid need only show certified small business, minority business and women business enterprises, which the bidder intends to use. In the event that the bidder cannot participate, the bidder shall include with the bid a notarized affidavit showing the evidence of the effort made to achieve this goal. Failure to submit the list of subcontractors and equipment suppliers delineating SBE, MBE, and WBE participation and/or the good faith documentation at the time the bid is submitted shall render the bid irregular and may be cause for rejection of the bid. The complete list of subcontractors and suppliers will be required from the apparent low bidder within (10) days of a request by the County.

The experience and equipment certification is to be submitted to the county by the apparent low bidder within ten (10) calendar days after request from the County.

Each bid must include a signed and notarized affidavit concerning sales and use tax. It is the bidder's responsibility to contact the State of Maryland, Comptroller of the Treasury, Retail Sales Tax Division, to determine if any portion of the project is exempt from sales use tax.

**THE APPARENT LOW BIDDER MAY NOT WITHDRAW ITS BID WITHIN NINETY (90) DAYS AFTER BID OPENING.**

If the bidder, to whom an award is made, shall fail to execute the contract and bonds, the award may be annulled and the contract awarded to the second lowest responsible bidder, and such bidder shall fulfill every stipulation embraced herein, as if the bidder were the original party to whom the award was made; or the county may reject all of the bids, as its interests may require.

The County will hold the checks and/or bid bonds submitted by all bidders with their bids, until the execution and delivery of the contract and bonds whereupon they shall be returned.

As required by the Maryland Law, all foreign corporations doing business within the State of Maryland are required to be registered with the State Department of Assessments and Taxation as a condition precedent to the award of a contract.

If the contractor is a corporation, the contract shall be accompanied by a copy of the corporate resolution authorizing the officer of said corporation, whose name appears on the contract, to execute the contract. If a person other than an officer is designated, it must be stated under oath that the person is the agent of the corporation and is duly authorized to act on behalf of the corporation.

The Bidder must perform Twenty percent (25 %) of the work with his own forces.

Bidders are further reminded of State Finance and Procurement Article, Section 17-106 Annotated Code of Maryland, which provides:

Before a contractor receives a progress or final payment under a contract covered by payment security, the contractor shall certify, in writing that, in accordance with contractual agreements, suppliers, and subcontractors:

- (1) Have been paid from the proceeds of previous progress payments; and
- (2) Will be paid in a timely manner from the proceeds of the progress or final payment currently due.

The contractor shall make available, at anytime to the County, the contractor's records for the purpose of auditing and/or verifying the contractor's costs in connection with negotiated contracts, change order, or other amendments to the contract.

#### Non-Discrimination Clauses:

Contractor shall comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor Regulations 41 CFR Part 60.

The Contractor agrees not to discriminate in any manner against any employee or applicant for employment because of race, creed, color, or national origin; and, is obligated to include a similar requirement in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the contractor and all subcontractors shall agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the non-discrimination clause.

Where the Contractor willfully fails to comply with the non-discrimination provisions, the County may, where the Contract is still executory in part, compel continued performance of the Contract, but the County shall be liable only for the reasonable value of services performed and materials supplied from the date that the breach of contract was discovered, and any sums previously paid by the County under the Contract shall be set off against the sums to become due as the Contract is performed.

If any subcontractor willfully fails to comply with the non-discrimination provisions, the Contractor may void the subcontract and shall be liable only for the reasonable value of the services performed and materials supplied to the date of the voiding of the subcontract.

As to all contracts for materials, supplies, maintenance, services or other procurements except building construction services, the vendor agrees not to discriminate in any manner against any employee or



applicant for employment because of race, creed, color, national origin, or sex. Any Contract with the County requiring subcontracts shall include similar requirements in each subcontract. The Contractor further agrees to comply with all applicable federal, state, and local laws and executive orders relating to equal employment opportunity.

Equal Opportunity Clause:

It is the policy of Anne Arundel County, Maryland, to ensure Equal Employment Opportunity for all persons, and to ensure that Minority and Women-Owned Business Enterprises have the maximum opportunity to participate in the performance of all County Contracts for supplies and services.

**ANNE ARUNDEL COUNTY, MARYLAND**  
**SOLICITATION CHECKLIST**

**PROPOSAL NO.: C537896**  
**Project No.: C537800**

---

**THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE**

\_\_\_\_\_ Bid Response/Proposal shall be delivered to the County Purchasing Department via PORT no later than the date and time shown in the Solicitation. Did you visit our website at (<https://www.aacounty.org/PORT>) for any addenda, which may have been posted to our website.

\_\_\_\_\_ Did an authorized company representative sign the Bid Response Form?

\_\_\_\_\_ Did an authorized company representative sign and notarize the Affidavit form(s)?

\_\_\_\_\_ Did you include the required signature authority documents, if required?

\_\_\_\_\_ If you are an entity (limited liability partnerships, corporations, limited partnerships, limited liability companies, limited liability limited partnerships, business trusts, real estate investment trust and trade name filings), is the legal name of your company listed with the State of Maryland Department of Assessments and Taxation and in good standing? You may check by going to [www.dat.maryland.gov](http://www.dat.maryland.gov).

\_\_\_\_\_ If this Solicitation requires a Bid/Proposal bond, did you include one?

\_\_\_\_\_ Did you include Page B7-1 listing the minority subcontractors and equipment suppliers you intend to use, or a notarized affidavit showing the evidence of the effort made to include SBE, MBE and/or WBE participation in your bid?

\_\_\_\_\_ Did you read the prevailing wage and local hiring laws and County guidelines?

\_\_\_\_\_ Did an authorized signatory sign and agree to the Prevailing Wage and Local Hiring Affidavit?

**MANDATORY REQUIREMENTS**

The following item(s) are **MANDATORY** and shall be submitted, in fully executed format, with Bid Response/Proposal in order to be considered for an award. If the following item(s) are not submitted with the Bid Response/Proposal, the Bid/Response/Proposal shall be considered null and void, and therefore, will be rejected.

(A) Bid Bond or Certified Check (5%)

**ANNE ARUNDEL COUNTY  
PREVAILING WAGE AND LOCAL HIRING**

**AFFIDAVIT**

**CFSU – Heritage Complex HVAC**

**Proposal No.: C537896**

**Project No.: C537800**

On behalf of \_\_\_\_\_, I do solemnly declare and affirm,  
(Contractor)  
under penalty of perjury, that to the best of my knowledge, information, and belief:

1. I have submitted all documentation in accordance with Anne Arundel County Code 8-2-115 and 8-2-116 regarding the prevailing wage laws and requirements of the Prevailing Wage guidelines located at (name of County web page citing the guidelines), and that I have read and agree to all provisions of said law, as amended, and have a continuing obligation to be compliant with any changes to the law.

2. \_\_\_\_\_ shall not knowingly provide any false information relating to payroll documentation and or hiring of local employees for capital improvement contracts that are subject to the prevailing wage and/or local hiring laws of Anne Arundel County. I further attest and certify that all documentation relating to the same will be accurate and complete and will remain accurate and complete on an ongoing basis, and will reflect the payroll and/or local hiring status of contractors, subcontractors, apprentices, and independent contractors performing work for the Contract (contract number C537896). I acknowledge that I have been informed and am aware of the foregoing requirements and that I am authorized to make this certification on behalf of myself and all subcontractors and parties performing work pursuant to this Contract.

3. I certify and attest that I am an officer or agent of the Contractor or subcontractor who supervises the payment of employees. I understand and agree that all documentation related to prevailing wages and/or local hiring required by law shall be submitted to Anne Arundel County's Prevailing Wage Director or their designee before any surety is released or final payment due under the terms of the Contract is made.

4. I further certify and attest that I will have personal knowledge of the wages paid to all employees of \_\_\_\_\_ for work performed on the Contract and of all of the hours worked, and that I am an authorized agent of the Contractor and assume responsibility for my actions.

5. I further certify and attest that \_\_\_\_\_ will comply with prevailing wage rates set by the State of Maryland as the same apply to the Contract and are a part of the bid documents and Contract, and that \_\_\_\_\_ will comply with applicable local hiring requirements.

6. I attest and certify that, if the Contract is subject to the local hiring requirement under 8-2-116 of the Anne Arundel County Code, \_\_\_\_\_ will make best efforts to ensure that residents of Anne Arundel County constitute 51% of the new hires made for the Contract, subject to all exceptions allowable by law and regulation.

7. I certify and attest that, if the contract is subject to prevailing wage requirements, no rebates or deductions will be made, directly or indirectly, from any wages paid in connection with the Contract, other than those provided for by law.

8. I certify and attest that, if awarded the Contract and if the Contract is subject to prevailing wage law, I will submit certified payroll to the County through its Prevailing Wage software in accordance with Anne Arundel County Code 8-2-115.

\_\_\_\_\_  
Contractor/Bidder/Offeror

\_\_\_\_\_  
By

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

\_\_\_\_\_  
License Number

ANNE ARUNDEL COUNTY

CFSU – Heritage Complex HVAC

Proposal No.: C537896

Project No.: C537800

**AFFIDAVIT**

On behalf of \_\_\_\_\_, I do solemnly declare and affirm,  
(Contractor)  
under penalty of perjury, that to the best of my knowledge, information, and belief:

1. Neither \_\_\_\_\_, nor any of its officers, directors, or  
(Contractor)  
partners, or any of its employees who are directly involved in obtaining or performing contracts with the State of Maryland, a unit of the State (as defined in '16-101 of the State Finance and Procurement Article), or a local governmental entity in the State, has:

(a) been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government;

(b) been convicted under a State or federal law or statute of any offense enumerated in §16-203 of the State Finance and Procurement Article; or

(c) been found civilly liable under a State or federal antitrust statute as provided in §16-203 of the State Finance and Procurement Article.

2. \_\_\_\_\_ shall not knowingly enter into a contract  
(Contractor)  
with a public body under which a person or business debarred or suspended under Title 16, Subtitle 3 of the State Finance and Procurement Article will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

3. Neither \_\_\_\_\_, nor any employee or  
(Contractor)  
representative of \_\_\_\_\_ :  
(Contractor)

(a) agreed, conspired, connived, or colluded to produce a deceptive show of competition in the preparation of the bid or offer being submitted; or

(b) has in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the price of the bid or proposal of any bidder or offeror or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the bid or offer is submitted,

4. The Contractor/Bidder/Offeror:

(a) 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*; and

(b) 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, under penalty of perjury, a detailed description of the Contractor/Bidder/Offeror's investment activities in Iran.

Contractor/Bidder/Offeror: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn to before me, a Notary Public of the State of \_\_\_\_\_, County or City of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

My Commission expires:\_\_\_\_\_.

# **PROPOSAL**

TO ANNE ARUNDEL COUNTY, MARYLAND

**CFSU – Heritage Complex HVAC**

**Proposal No.: C537896**

**Project No.: C537800**

Made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,

by \_\_\_\_\_

Business Address: \_\_\_\_\_

We/I the undersigned Bidder declare that the only person, firm, or corporation, or persons, firms, or corporations, that has or have any interest in this Proposal, or in the Contracts proposed to be taken, is or are the undersigned; that this Proposal is made without any connection or collusion with any other person, firm, or corporation making a Proposal for the same work; the undersigned further certifies that they have received Drawings, Specifications, Addenda (if any), and copy of this Proposal and that they constitute all instruments for bidding this contract, and that the Specifications, form of contract and the Drawings, therein referred to, have been carefully examined and are understood; that as careful an examination has been made of the worksite as is necessary to become informed as to the character and extent of the work required; and that is proposed and agreed, if the Proposal is accepted, to Contract with Anne Arundel County, Maryland, in the form of contract hereto attached, to do the required work in the manner set forth in the Specifications and as shown by the Drawings.

If this Proposal shall be accepted by Anne Arundel County, Maryland and the undersigned shall refuse or neglect, within ten (10) days after receiving the Contract for execution, to execute the same and to give the stipulated Bond, then said County may, at its option, determine that the Bidder has abandoned the Contract, and thereupon the Proposal and the acceptance thereof shall be null and void, and the deposit accompanying the Proposal shall be forfeited and paid as liquidated damages to the County. The base bid, unit prices and alternatives on the attached and signed Proposal Form are to include and cover the furnishing of all necessary machinery, tools, apparatus and means for performing the work, and the doing of all the above mentioned work, in the manner set forth, described and shown in the Specifications and on the Contract Drawings within the prescribed number of consecutive calendar days after service of written notice from the Owner to proceed with the work.

The successful Bidder shall be required to submit a list containing all parties to which he intends to subcontract any portion of the work. The list shall contain the subcontractor's name, address, work to be sublet and business telephone number.

(NOTE: The Bidder or Bidders must sign here and the address of each must be given. In the case of firms, the firm name must be signed and subscribed to by at least one member. In the case of corporations, the corporate name must be signed by some authorized officer or agent thereof, who shall also subscribe his name and office. The seal of the corporation shall be affixed. Telephone number to be listed).

The names and addresses of all members of a firm or the names, addresses and titles of every officer of a corporation, or duly authorized agent, as the case may be, must be given here by the member of the firm or by the officer or agent of the corporation who signs the Proposal.

---

---

---

---

---

We/I will submit within ten (10) days of request by the county, the Experience and Equipment Certification specified and further understand and are/am aware that the work will be awarded to an approved organization which is properly constituted in experience, capital and equipment.

Prior to, or following, the award of this Contract, the Owner or Engineer may request that We/I supply him with whatever information is needed by him in order to become better familiarized with any of the subcontractors and/or equipment suppliers. It is further stipulated that no change in the names of those persons or organizations will be made unless written application is made with justification and prior approval is granted. It is further agreed that the apparent low bidder will submit within 10 days of a request by the county a detailed list of all subcontractors and equipment suppliers including anticipated dollar values.

We/I agree to accept as full compensation the unit prices stipulated for the contingent construction items that are incorporated into the work by direction of the Engineer in the field.



**ANNE ARUNDEL COUNTY  
DEPARTMENT OF PUBLIC WORKS  
ANNAPOLIS, MARYLAND**

**CFSU – Heritage Complex HVAC  
Proposal No.: C537896  
Project No.: C537800**

DATE: \_\_\_\_\_

This is to certify that \_\_\_\_\_ has received Addendum No. \_\_\_\_\_ through \_\_\_\_\_ and this bid reflects the changes created by these addenda.

THE CONTRACTOR OR ANY SUBCONTRACTOR ON THIS WORK WILL BE REQUESTED TO COMPLY WITH EXECUTIVE ORDER 11246, ENTITLED "EQUAL EMPLOYMENT OPPORTUNITY" AS AMENDED BY EXECUTIVE ORDER 11375, AND AS SUPPLEMENTED IN U.S. DEPT. OF LABOR REGULATIONS (41 CRF PART 60).

Bidder's Names: \_\_\_\_\_

Bidder's Signature: \_\_\_\_\_

Bidder's Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Bidder's Email Address: \_\_\_\_\_

Item	Description	Unit Size	Estimated Quantity	Unit Price Dols / Cts	Total Price Dols / Cts
1	All work described in the contract drawings and specifications.	LS	LS		

TOTAL BASE BID: \_\_\_\_\_ \$ \_\_\_\_\_

BID PRICE MUST BE WRITTEN AND SHOWN IN NUMBERS, IN CASE OF DISCREPANCY THE WRITTEN AMOUNT WILL SUPERSEDE.

Total time for completion, 270 consecutive calendar days.  
Liquidated damages shall be, \$500.00 dollars per calendar day.

Basis of Award

The award of the Contract shall be in accordance with Section GP 3.0 of the Anne Arundel County Government January 2001 "Standard Details and Specifications for Construction" and any subsequent revisions thereto and based on lowest Total Base Bid.

\_\_\_\_\_  
(Bidder)

By: \_\_\_\_\_  
(Title)

In accordance with the County Code, Article 8-2-117(a)7, please list any affiliation with a County employee(s) or official(s) (Write "none" if there are no affiliations.):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## CAPITAL IMPROVEMENT CONTRACT

**Proposal No.: C537896**

**Project No.: C537800**

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_ the year \_\_\_\_\_, by and between hereinafter called the CONTRACTOR, and ANNE ARUNDEL COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, hereinafter called the COUNTY.

WHEREAS, the Contract for constructing the CFSU – Heritage Complex HVAC shown on Drawings, marked Proposal C537896 on file in the Office of the Department of Public Works, subject to all the conditions, covenants, stipulations, terms and provisions contained in the Special provisions, attached hereto, and the "Anne Arundel County Standard Specifications for Construction" and "Standard Details" issued January 2001, and any revisions thereto, as adopted by the Department of Public Works, said Standard Specifications and Standard Details being in all respect made a part hereof by reference as full and with the same effect as if the same had been set forth in full herein, has recently been awarded to the Contractor by the County at and for the sum equal to the aggregate cost of the work, labor, materials and supplies done or furnished, at the prices and rates respectively named therefore in the bid attached hereto.

[WHEREAS, the Contract is subject to the prevailing wage and/or local hiring requirements of the Anne Arundel County Code pursuant to County Council Bill 72-21, as amended, and County Code sections 8-2-115 and 8-2-116, and the State of Maryland as applicable.]

AND WHEREAS, it was one of the conditions of said Award that a formal Contract should be executed by and between the contractor and the County evidencing the terms of said Award.

NOW THEREFORE, THIS CONTRACT WITNESSETH, that the Contractor does hereby covenant and agree with the County that he will well and faithfully construct \_\_\_\_\_ in accordance with each and every one of the conditions, covenants, stipulations, terms and provisions contained in the above-mentioned Specifications, and as shown on said Drawings, 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 therefore in the Proposal attached hereto, that sum being \$\_\_\_\_\_ (excluding change orders), and will well and faithfully comply with and perform each and every obligation imposed upon him by said Specifications, or the terms of said Award. (Basis of Award – Total Base Bid (Items \_\_\_\_\_) and Contingent Bid (Items \_\_\_\_\_)).

The contractor does hereby agree that it will comply with the following:

The Contractor agrees to comply with the requirements of Attachment A hereto entitled "Prevailing Wage and Local Hiring Requirements for Capital Improvement Construction Contracts Addendum to the General Conditions of Contract between County and Contractor". The Contractor agrees to provide a prevailing wage payment bond and to provide all reporting required by either the prevailing wage law or local hiring law as required by statute in such form and substance as may be required therein. The parties agree and understand that in addition to the damages set forth below, the Contractor may be liable for default for failure to abide by the requirements of the prevailing wage and local hiring laws of the State of Maryland and Anne

Arundel County. Remedies for default include, but are not limited to liquidated damages in the amount of three times the wages owed to a specific employee or apprentice, a payment withholding for failure to abide by the County's prevailing wage laws, and/or disqualification from future contracts for a period of time for failure to abide by the County's local hiring laws set forth in County Code 8-2-115 and 8-2-116, as amended and Anne Arundel County Bill 72-21, as amended. They are in addition to, separate from, and not in lieu of any and all other remedies set forth in this Contract for other defaults and breaches including termination in whole or part, or withholding of final payment in the County's discretion. For the purposes of defining the scope of the prevailing wage and local hiring laws of Anne Arundel County, the parties expressly agree that it includes all promulgated rules, regulations and guidelines relating to the prevailing wage program that are published online or that have been provided to the Contractor as of the date of this Contract. The Contractor agrees to provide ongoing wage certifications and reports in the form required by the County's Prevailing Wage program and to permit auditing access. The Contractor further agrees that they have read the prevailing wage and/or local hiring law and the guidance and documentation posted by the County at <https://www.aacounty.org/prevailing-wage-law>, and agree to comply with all requirements therein.

The Contractor understands and agrees that an aggrieved employee or apprentice as a third party beneficiary, may by a civil action against the Contractor, recover the difference between the prevailing wage for the type of work performed and the amount actually received, with interest and reasonable attorney's fees, as applicable.

The Contractor agrees that for each and every calendar day that the Contractor is in default in completing the work to be done under this Contract, the Contractor shall pay to the County the sum of \$\_\_\_\_.00 which sum is hereby agreed upon as liquidated damages as set forth in the Standard Specifications.

And the County does hereby covenant and agree with the Contractor that it will pay to the Contractor, when due and payable under the terms of said Specifications and of said Award, the above mentioned sum; and it will well and faithfully comply with and perform each and every obligation imposed upon it by said Specifications or the terms of said Award.

And the Contractor and the County do hereby agree that this Contract constitutes a contract under seal and that they intend the twelve year statute of limitations period to apply, as set forth in Courts & Judicial Proceedings Article, '5-102, Annotated Code of Maryland.

#### SERVICE OF PROCESS IN THE EVENT OF SUIT

The Contractor does hereby nominate and appoint \_\_\_\_\_, who actually resides at, \_\_\_\_\_, who will accept service both before and after completion of the Contract and under no circumstances, is the Contractor to have the right to withdraw or revoke the agency without the prior written permission of the County.

IN WITNESS WHEREOF, Said \_\_\_\_\_ the Contractor, has hereunto set (his) (its) hand and affixed (his) (its) corporate seal, and the County has caused these presents to be signed and the County has caused its corporate seal to be hereunder affixed, duly attested by the Secretary of the County.

\_\_\_\_\_(SEAL)  
Contractor

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_(SEAL)  
Contractor

\_\_\_\_\_  
Print Name and Title

ANNE ARUNDEL COUNTY, MARYLAND

\_\_\_\_\_(SEAL)  
Christine M. Anderson,  
Chief Administrative Officer - Date

APPROVED FOR FORM AND LEGAL SUFFICIENCY  
GREGORY SWAIN, COUNTY ATTORNEY

\_\_\_\_\_  
Assistant County Attorney Date

APPROVED FOR SUFFICIENT FUNDS, AND ENCUMBRANCE OF SAME:

\_\_\_\_\_  
Controller Date

## ATTACHMENT A

### Prevailing Wage and Local Hiring Requirements for Capital Improvement Construction Contracts Addendum to the General Conditions of Contract between County and Contractor

The Contractor and all Subcontractors must comply with the Prevailing Wage Law and Local Hiring Requirements contained in Chapters 8-2-115 and 8-2-116 of the Anne Arundel County Code. Prevailing wage means the wage rate paid by employers that is determined by a governmental authority, based upon a particular geographic area, for a given class of labor and type of project. This rate means the basic hourly rate and fringe benefit rate established annually by the State of Maryland Commissioner of Labor and Industry for state funded construction contracts in the County and issued with the formal solicitation of the capital improvement contract. Apprentices must be paid at least the rate that the state's apprenticeship and training council sets for an apprentice in the trade involved, based on a percentage of the prevailing wage rate in that trade.

For the purposes of these requirements, employee means an apprentice, laborer or mechanic employed by a contractor on a capital improvement project, including any subcontractors, with a value of over \$250,000, or a capital project with a value over \$5,000,000. For local hiring requirements set forth in law, they will apply once the threshold of \$1,000,000 is met for capital improvement projects.

In the event of a conflict between this addendum, and any other document of the County or understanding between the parties, including but not limited to any capital improvement or capital project contract document and/or solicitation executed or solicited after July 1, 2022, the general conditions or standard specifications of the Department of Public Works including, but not limited to, the design manual and any procurement documents and guidelines relating to capital improvement projects or capital projects, the Purchasing Regulations of the County, and this Addendum-THIS PREVAILING WAGE AND LOCAL HIRING CONTRACT ADDENDUM SHALL CONTROL.

This capital improvement and/or capital project does not include blanket order or open end agreements in which the individual purchase order does not have a value over \$250,000, or capital improvement projects subject to a federal or state prevailing wage law, awarded without competition; it is not with another governmental entity; the contractor is not precluded from compliance by the terms of any federal or state law, contract or grant; it is not entered into pursuant to Anne Arundel County Code Section 8-1-107(B); entered into as a joint or cooperative purchase, or entered into as an emergency purchase.

The purpose of a prevailing wage is to ensure that contractors institute local hiring practices for capital improvement contracts under certain circumstances as required by law, and that the Contractor's employees who work on capital improvement contracts are paid the going rate for their services. The prevailing wage rates are established by the State of Maryland and apply to all of the Contractor's employees and any and all Subcontractors. The Contractor and all Subcontractors must comply with all of the requirements of the Prevailing Wage Law including, but not limited to, the following:

1. Pay employees the prescribed rate as annually established by the State of Maryland Commissioner of Labor and Industry; the prevailing wage rates in effect on the date a solicitation is issued will apply throughout the term of a contract resulting from that solicitation. These rates must be set forth in the Contractor's response to the County's formal solicitation and included as part of the Contract as a condition precedent to any agreement with the County qualifying for the prevailing wage law. Cost estimates may also be required along with reporting requirements for local hiring when applicable. Prevailing wage means the wage rate paid by employers that is determined by a governmental authority, based upon a particular geographic area, for a given class of labor and type of project. This rate means the basic hourly rate and fringe benefit rate established annually by the State of Maryland Commissioner of Labor and Industry for state funded construction contracts in the County included in the formal solicitation for the capital improvement contract. Apprentices must be paid at least the rate that the state's apprenticeship and training council sets for an apprentice in the trade involved, based on a percentage of the prevailing wage rate in that trade. Wage deductions must be fair and reasonable and may only be made when (1) required by law; (2) authorized in a written agreement between the employee and contractor signed at the beginning of employment that concern food, sleeping quarters, or similar items; and are submitted by the contractor to the Director of the County's Prevailing Wage Program; or are required or allowed by a collective bargaining agreement between a bonafide labor organization and a contractor. Contractors may NOT split or subdivide a capital improvement contract or a subcontract awarded pursuant to the capital improvement contract, pay an employee through a third party, treat the employee as a subcontractor or independent contractor to avoid any requirement of the County's prevailing wage or local hiring laws; or employ an individual classified as a helper or trainee to perform direct and measurable work under a capital improvement contract.

2. Pay employees at a rate equal to or more than the regular prevailing wage rate for overtime for the type of work performed for each hour that the employee performs direct and measurable work (I) more than eight hours in any single calendar day; (II) more than 40 hours in a work week; or (III) on a Sunday or a legal holiday.

3. Classify employees in their proper work classification in conformance with the schedule established by the State of Maryland Commissioner of Labor and Industry;

4. The Contractor may only deduct wages fairly and reasonably when (1) required by law; (2) authorized in a written agreement between the employee and contractor signed at the beginning of employment that concern food, sleeping quarters, or similar items; and are submitted by the contractor to the Director of the County's Prevailing Wage Program; or are required or allowed by a collective bargaining agreement between a bonafide labor organization and a contractor.
5. Electronically submit payroll records through (pending procurement), within 14 days after the end of each payroll period, to verify that Prevailing Wage rates have been paid to employees. A contractor must submit a certified complete copy of its payroll records for a capital improvement contract covered by the County's Prevailing Wage or local hiring laws within 14 days after the end of each payroll period.
6. Contractors must retain records for a period of five years after the work is completed and must permit the Director of the Department that administers the Prevailing Wage program, or their designee, to inspect the payroll records at a reasonable time and as often as necessary.
7. The Contractor's payroll records shall contain a statement signed by the contractor attesting and certifying that the payroll records are complete and correct; the wage rates are not less than required by the County Code and Purchasing Regulations; and the rate of pay and classification for each employee accurately reflects the work the employee(s) performed.
8. All payroll records shall include the name, address, telephone number and email of the contractor; the name and location of the job; and each employee's name, current address unless previously reported; specific work classification; daily basic time and overtime hours; total basis time and overtime hours for the payroll period; rate of pay; fringe benefits by type and amount; and gross wages.
9. The County may in their sole discretion perform random or regular audits and investigate any complaint of a violation of the County's prevailing wage and local hiring laws and requirements. If a Contractor or any Subcontractors are late in submitting copies of any payroll records required to be submitted under the Prevailing Wage Law, the County may deem Contractor's invoice(s) submitted to the County for payment unacceptable until the Contractor and Subcontractors provide the required records; and, the County may postpone processing payments otherwise due under the Contract or under an agreement to finance the Contract;
10. A Contractor must make best efforts to fill at least 51% of new jobs required to complete the capital improvement contract or capital project with Anne Arundel County residents. Further, the Contractor will submit quarterly reports relating to local hiring with respect to a capital project or capital improvement project meeting the necessary requirements that lists the number of new hires needed for the contract during the reporting period, the number of County residents hired during the reporting period, the number of all employees hired during the reporting period. The local hiring reporting will include a description of the best efforts made to fill open positions with County residents. New hires reported must list their name, the last four digits of their social security number, the job title, the hire date, the address and the referral source.
11. Any and all disputes will be handled as set forth in the County's prevailing wage and local hiring law. The Contractor agrees to this method of resolving disputes and waives any right of appeal or claims beyond that set forth in the prevailing wage and local hiring law as a condition of award.
12. In the event the County determines that a provision of the Prevailing Wage Law has been violated, the County may withhold payment to the Contractor in an amount sufficient to pay each employee of the Contractor or any Subcontractors the full amount of wages due under the Prevailing Wage Law, and an amount sufficient to satisfy a liability of a Contractor or any Subcontractors for liquidated damages as provided under the Prevailing Wage Law, pending a final decision on the violation by the County; Contractor may appeal a written decision of the Director of Central Services, that the Contractor violated a provision of the Prevailing Wage Law to the Purchasing Agent, within ten (10) days after receiving a copy of the decision. If they do not appeal, the decision of the Director or their designee is final. Within a reasonable time of receipt of a timely appeal, the purchasing agent may investigate, request written testimony, or conduct a hearing as they deem necessary for the review of appeal. The parties agree that the decision of the Purchasing Agent is final and binding and not subject to appeal. The Contractor will cooperate and provide testimony upon request. A Contractor who is found to have violated the provisions of the local hiring law intentionally, may not be awarded a county contract or work on any county contract for a period of one year from the date of the final decision.
13. If a party is found late in submitting copies of payroll records deemed required under the County's prevailing wage and local hiring laws and regulations, the County may deem the invoices deficient until the Contractor provides the required records and may postpone processing payments until the Contractor provides the required records and may postpone processing payments under the contract or agreement with the County.
14. Contractor and all Subcontractors must not discharge, or otherwise retaliate against, an employee for asserting any right under the Prevailing Wage Law or for filing a complaint of a violation.
15. An aggrieved employee is a third-party beneficiary of this Contract and the employee may by civil action recover the difference

between the prevailing wage for the type of work performed and the amount actually received, with interest and a reasonable attorney's fee in the amount of three times the wages owed to a specific employee or apprentice, this right is incorporated into the Contract.

16. Each Contract subject to the Prevailing Wage Law may specify the payment of liquidated damages to the County by the Contractor and any Subcontractors for any noncompliance with the Prevailing Wage Law. Liquidated damages are:

- (a) \$10 for each calendar day that the payroll records are late; \$10 per day for each day that an employee is misclassified; and \$10 per violation of the requirement to post the prevailing wage rates at the work site.
- (b) Liquidated damages as set forth in Section 15 for the benefit of the third party employee; and
- (c) Liquidated damages as set forth for delays in performance or work under the Contract in B1-2 are separate from prevailing wage and/or local hiring.

These liquidated damages are solely related to prevailing wage and local hiring compliance and do not negate any other remedies available or set forth in the Contract, including delay damages or actual damages. These remedies are separate, in addition to, and not in lieu of any remedies available and set forth in the Contract for other breaches or defaults under the Contract.

17. Where the initial Contract Sum is below the monetary threshold, but it is subsequently increased and exceeds the monetary threshold due to an approved Contract Modification, the amount of any such Contract Modification that causes the Contract Sum to exceed the monetary threshold is subject to the Prevailing Wage Law and local hiring requirements.

18. The County also reserves the right to withhold payment pending receipt of payroll records or local hiring reports until such time as they are accurately provided in the County's sole and exclusive discretion.

19. The Contractor and all Subcontractors must post a clearly legible statement of each prevailing wage rate in a prominent and easily accessible place at the Work Site during the entire time Work is being performed, in English and any other language that is primarily spoken by the employees, at the Work Site.

20. Contractors and all Subcontractors and employees, including apprentices, as defined within the law must provide reporting for local hiring as required by the law on such forms and in such substance as may be required by the County. Failure to provide local hiring reporting may result in a finding of non compliance.



**ANNE ARUNDEL COUNTY, MARYLAND**

**CFSU – Heritage Complex HVAC**

**Proposal No.: C537896**

**Project No.: C537800**

**CONTRACTOR'S PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_,  
as Principal, hereinafter called Principal, and \_\_\_\_\_, as  
Surety, hereinafter called Surety, are held and firmly bound unto the Anne Arundel County,  
Maryland, a body corporate and politic of the State of Maryland, hereinafter called the County, in the  
amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) *(amount to be 100% of Contract Amount)*, for the payment whereof Principal and Surety bind  
themselves, their heirs, executors, administrators, successors and assigns, jointly and severally,  
firmly by these presents.

WHEREAS, the Principal has entered into a Written Contract dated \_\_\_\_\_  
with the County for Project No.: C537800 Contract No.: C537896 which contract is by reference  
made a part hereof and hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such, that if the Principal  
shall well, truly and properly perform and fulfill all the undertakings, covenants, terms, conditions  
and agreements of said Contract and of all such alterations and modifications thereof as may  
hereafter be made therein, in the manner and to the extent which said Contract provides for such  
alterations and modifications, during the original term of said Contract and any extensions thereof  
which may be granted by the County and agreed upon by the Principal; and if the Principal shall

indemnify and save harmless the County from all loss, cost or damage arising out of a default hereunder or under said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety expressly waives any right to receive NOTICE of extensions of time, or alterations or modifications of the Contract, which are provided for and made pursuant to the terms of, said contract.

PROVIDED, HOWEVER, no right of action shall accrue on this bond to or for the use of any person, firm or corporation whatever other than the County named herein, or its successors in office.

Signed and sealed this \_\_\_\_\_ day of, \_\_\_\_\_, \_\_\_\_\_.

In the Presence of:

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(SEAL)  
*Signature of Principal/Corporate Officer*

\_\_\_\_\_  
(SEAL)  
*Title*

\_\_\_\_\_  
*Surety*

*By:* \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
*Bond No.*

NOTE: THIS FORM MUST BE ACCOMPANIED BY A VALID POWER OF ATTORNEY.

**ANNE ARUNDEL COUNTY, MARYLAND**

**CFSU – Heritage Complex HVAC**

**Proposal No.: C537896**

**Project No.: C537800**

**CONTRACTOR'S PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, as Principal,  
hereinafter called Principal, and \_\_\_\_\_, as Surety, hereinafter called  
Surety, are held and firmly bound unto the Anne Arundel County, Maryland, a body corporate and  
politic of the State of Maryland, hereinafter called the County, for the use and benefit of Claimant, as  
herein below defined, in the amount of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_) (*amount of bond to be 50% of Contract Amount*), for the  
payment whereof Principal and Surety bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a Written Contract dated \_\_\_\_\_ with  
the County for Project No.: C537800 Contract No.: C537896 which contract is by reference made a  
part hereof and hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such, that if the principal shall  
promptly make payment to each and every Claimant, as hereinafter, defined, for all labor, materials,  
supplies and rental of equipment reasonably required and used or consumed in the performance of  
the Contract and of all such alterations and modifications of said Contract provides for such  
alterations and modifications, during the original term of said Contract and any extensions thereof  
which may be granted by the County and agreed upon by the Principal, then this obligation shall be

null and void; otherwise it shall be and remain in full force and effect.

The Surety expressly waives any right to receive notice of extensions of time, or alterations or modifications of the Contract, which are provided for and made pursuant to the terms of, said Contract.

PROVIDED, HOWEVER, anything in said Contract to the contrary notwithstanding, this bond is executed upon and subject to the express conditions and limitations of State Finance and Procurement Article, Section 17-108 and 17-109, Annotated Code of Maryland, as of the date of this contract wherein it is set forth in pertinent part as follows:

**Action on security.**

(a) *In general.* -- Subject to subsection (b) of this section, a supplier may sue on payment security if the supplier:

(1) Supplied labor or materials in the prosecution of work provided for in a contract subject to this subtitle; and

(2) Has not been paid in full for the labor or materials within 90 days after the day that the person last supplied labor or materials for which the claim is made.

(b) *Payment owed by subcontractor.* --

(1) A supplier who has a direct contractual relationship with a subcontractor or sub-subcontractor of a contractor who has provided payment security but no contractual relationship with the contractor may sue on the security if the supplier gives written notice to the contractor within 90 days after the labor or materials for which the claim is made were last supplied in prosecution of work covered by the security.

(2) A notice under this subsection:

(i) Shall state with substantial accuracy the amount claimed and the person to whom the labor or material was supplied; and

(ii) Shall be sent by certified mail to the contractor at the contractor's residence or a place where the contractor has an office or does business.

**Venue; limitations; costs.**

(a) *Venue.* -- An action on a payment bond required by this subtitle shall be filed in the appropriate court of the county where:

(1) The contract was executed and performed; or

(2) The contractor has its principal place of business.

(b) *Limitations period.* -- An action on a payment bond required by this subtitle shall be filed within 1 year after the public body finally accepts the work performed under the contract.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

In the Presence of:

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_(SEAL)  
*Signature of Principal/Corporate Officer*

\_\_\_\_\_(SEAL)  
*Title*

\_\_\_\_\_  
*Surety*

*By:* \_\_\_\_\_

\_\_\_\_\_  
*Bond No.*

**ANNE ARUNDEL COUNTY, MARYLAND**

**CFSU – Heritage Complex HVAC  
Proposal No.: C537896  
Project No.: C537800**

**CORPORATE RESOLUTION**

**RESOLVED**, that \_\_\_\_\_ be, and it is hereby authorized to do business and enter into contracts and agreements with Anne Arundel County, Maryland,

**RESOLVED**, that \_\_\_\_\_ and \_\_\_\_\_ who are respectfully the \_\_\_\_\_ and \_\_\_\_\_, or its duly authorized agent(s) of the \_\_\_\_\_ are authorized to file and sign contracts on behalf of the said Corporation.

**AND IT IS FURTHER RESOLVED**, that the authority to said officer(s) or agent(s) conferred by this Resolution shall remain open and good until revoked by a formal action of the Board of Directors of the Corporation and due notice of such revocation delivered to the Anne Arundel County, Maryland in writing under the signature of the Secretary or Assistant Secretary of this Corporation, and this authority shall apply to any present or future incumbent of the aforesaid office.

**I HEREBY CERTIFY** that the above is a true copy of the Resolution of the Board of Directors of \_\_\_\_\_, passed at a meeting of said Board duly called and held on the day of \_\_\_\_\_, \_\_\_\_\_, at which meeting a quorum of said Board of Directors was present and voted.

\_\_\_\_\_  
**Secretary**

**SEAL**

\*NOTE: THIS FORM MUST BE ACCOMPANIED BY A VALID POWER OF ATTORNEY.

**ANNE ARUNDEL COUNTY, MARYLAND**

**CFSU – Heritage Complex HVAC**

**Proposal No.: C537896**

**Project No.: C537800**

**BID BOND**

KNOW ALL MEN BY THESE PRESENT, that we

\_\_\_\_\_ hereinafter called the "Principal" and  
*Company Name*

\_\_\_\_\_  
*Surety*

as Surety ("Surety"), are held and firmly bound unto Anne Arundel County, Maryland, hereinafter called the "Owner" in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States, for the payment of which sum well and truly make, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid dated \_\_\_\_\_ for the CFSU – Heritage Complex HVAC, Anne Arundel County, Maryland.  
*(Name of Project)*

NOW THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period is specified, within ninety (90) days after said opening; and within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner, in accordance with the bid as accepted and give Bond with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bond within the time specified if the principal shall pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may procure the required work or supplies, or both, if the latter amount be in excess of the former, then the above obligation shall be void, and of no effect, otherwise to remain in full force and effect.

\*NOTE: THIS FORM MUST BE ACCOMPANIED BY A VALID POWER OF ATTORNEY.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In the Presence of:

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_  
*(Contractor)*

\_\_\_\_\_  
*(SEAL)*  
*Signature of Principal/Corporate Officer*

\_\_\_\_\_  
*(SEAL)*  
*Title*

\_\_\_\_\_  
*Surety*

*By:* \_\_\_\_\_

\_\_\_\_\_  
*Bond No.*



**NOTE: THIS FORM TO BE SUBMITTED BY APPARENT LOW BIDDER  
WITHIN TEN DAYS OF REQUEST BY THE COUNTY**

**ANNE ARUNDEL COUNTY**

**CFSU – Heritage Complex HVAC**

**Proposal No.: C537896**

**Project No.: C537800**

**EXPERIENCE AND EQUIPMENT CERTIFICATION**

**I. General**

a. Legal Title, Address and Phone Number of Organization

---

---

---

---

---

---

b. Maryland Representative's Name, Title and Address.

---

---

---

---

---

---

c. (Check one) Corporation \_\_\_\_\_ Co-Partnership \_\_\_\_\_ Individual \_\_\_\_\_

**II. Experience**

a. Indicate type of contracting undertaken by your organization and years experience.

General _____	Sub _____	Type _____
Years	Years	Years
Type _____		Years
Type _____		Years

**NOTE: THIS FORM TO BE SUBMITTED BY APPARENT LOW BIDDER  
WITHIN TEN DAYS OF REQUEST BY THE COUNTY**

- b. State construction experience of principal members of your organization.

Construction Experience

NAME	TITLE (As Pres., Mgr, etc.)	CONSTRUCTION EXPERIENCE YEARS	TYPE OF WORK (Sewer, Hwy, Bridges, Paving, etc.)	IN WHAT CAPACITY (Supt, Foreman)

- c. Give any special qualifications of firm members  
(Registered Engineer, Surveyors, etc.)

---

---

---

- d. List Principal projects completed by your organization.

Description	Gen. or Sub (If sub, what type of work)	Your Contract Amount	Year	Reference

- e. Have you ever failed to complete any work awarded to you? \_\_\_\_\_  
If so, where and why? \_\_\_\_\_

---

---

---

**NOTE: THIS FORM TO BE SUBMITTED BY APPARENT LOW BIDDER  
WITHIN TEN DAYS OF REQUEST BY THE COUNTY**

- f. Has your firm been assessed liquidated damages within the last three years? If so, explain circumstances. (*Attach separate sheet*)

**III. Financial Capability**

The following financial data shall be provided upon request of the County. If the Bidder is a subsidiary of another firm, then the information requested should be provided for both the Bidder and the parent organization, as it may be applicable to the Bid.

- a. The Bidder's most recent Form 10-K, as filed with the U.S. Securities and Exchange Commission ("SEC") and all Form 100's since the last 10-K,
- b. All Bidders not filing a Form 10K with the SEC should submit the following information:
1. Federal Tax Returns for the last three (3) years;
  2. Audited financial statements for the past three (3) fiscal years to include, at a minimum, income statement, balance sheet, and statement of changes in financial position;
  3. Copies of quarterly financial reports since the last audited statement;
  4. Any material changes in the mode of conducting business, bankruptcy proceedings, and mergers or acquisitions for the past three years, as well as any disclosure of any potential mergers or acquisitions; and
  5. Any and all lawsuits filed against the Bidder since January 1, 1988 and a statement as to the outcome or current status of each such lawsuit.
- c. A full and complete description of the legal and financial relationships among all entities which will be bound by the terms and conditions of the Contract including any entities which will guarantee the obligations of, or provide financial support to, any such parties.

**IV. Bidder Certification**

The above statements are certified to be true and accurate and we have the equipment, labor, supervision and financial capacity to perform this Contract, either with our organization, or with subcontractors.

**NOTE: THIS FORM TO BE SUBMITTED BY APPARENT LOW BIDDER  
WITHIN TEN DAYS OF REQUEST BY THE COUNTY**

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_

\_\_\_\_\_  
(Title of Person Signing)

\_\_\_\_\_  
(Name of Organization)

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_  
Name Being duly sworn states that he/she

is \_\_\_\_\_ of \_\_\_\_\_  
(Office) (Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
**Notary Public**

**My Commission Expires**  
\_\_\_\_\_

**ANNE ARUNDEL COUNTY**

**CFSU – Heritage Complex HVAC**

**Proposal No.: C537896**

**Project No.: C537800**

**APPENDIX "A"**

**CONTRACTOR CUSTOMER SERVICE PROGRAM**

**Customer Relations Requirements**

All consultants, contractors, subcontractors, suppliers and etc., are required to assume their part in the County's Customer Oriented Programs. A description of the Department's policy and its action items are as follows:

"The Department of Public Works has a customer oriented philosophy that requires all employees, consultants, contractors, etc., to adhere to the five dimensions of quality service."

**The Five Dimensions of Quality Service Are:**

1. Reliability: Is what was promised provided dependably and accurately?
  - a. Scheduling
  - b. Proper notification
  - c. Traffic control
  - d. Sediment control
  - e. Quality of work
2. Assurance: Are the employees knowledgeable and courteous, and can they express trust and confidence?
  - a. Citizen interaction - knowledgeable
  - b. Concerns remedied
3. Empathy: Are caring and individual attention provided?
  - a. Citizen interaction - polite, courteous
  - b. Callbacks will be treated as part of the construction effort
4. Responsiveness: Is there a willingness to help customers and provide proper service?

- a. Response to citizen concern within two days. If required work is anticipated to exceed two days, a schedule must be provided indicating when work will be completed.
  - b. Additionally, follow-up must be accomplished. Whether the work is complete or not, the follow-up must be done.
5. Tangibles: Are the physical facilities and equipment customer friendly?
- a. Traffic control
  - b. Sediment control
  - c. Safe driving - includes control of speed of vehicles
  - d. Sanitary facilities provided for manpower

As a means of ensuring the contractor's participation, each contractor must provide a customer plan and a team composition responsible for adhering to the "Five Dimensions of Customer Service" given previously. Additionally, the plan and the team composition are to be submitted within fourteen (14) calendar days of NTP or concurrent with the contractor's on-site mobilization. The team leader is required to oversee the entire program and be available to assist in resolution of concerns. The other members of the team will provide courteous and prompt assistance to concerns. Any contractor's employee(s) not performing in accordance with the above will be subject to removal from further participation in the project upon written order from the County representative. Failure to participate or respond as required shall be cause for termination of the contract for non-performance.

**ANNE ARUNDEL COUNTY**

**CFSU – Heritage Complex HVAC**

**Proposal No.: C537896**

**Project No.: C537800**

**APPENDIX “B”**

**CONTRACTOR SECURITY PROGRAM**

This appendix describes measures to be taken by the contractor to reduce the risk of vulnerability to Anne Arundel County Department of Public Works (DPW) Utility Operations facilities for each of the Homeland Security Threat Advisory Levels. Utility Operations personnel may take measures based on the Department of Public Works Policy and Procedures Manual that will impact the contractor’s work. Consultants, contractors, subcontractors, suppliers, etc. are required to perform their part in this program.

The following measures shall be implemented based on the security threat level declared by Utility Operations.

**Standard Practice & Measures**

- 1 Carry identification while on Utility Operations property. Minimum identification may consist of a printed or hand written business card or paper bearing the hiring company’s name, the individual’s name and the signature of the hiring company foreman, supervisor or other representative.
- 2 Challenge unknown visitors. Request identification and purpose of visit.
- 3 Review security procedures with personnel.
- 4 Report suspicious activity (carrying suitcases / containers, photographing, noting or asking questions about operations, pumping or pipeline operations or security measures) to supervision. Supervision determines whether to contact law enforcement and chain of command.
- 5 Report unidentified vehicles parked or operated in a suspicious manner on or in Utility Operations facilities, equipment or rights-of-way. Notify supervision of infractions. Supervision determines whether to contact law enforcement and chain of command.

**Elevated Threat Advisory Level – No Specific Information on Timing or Location**

- 1 Remind personnel to:
  - a. Carry identification while on Utility Operations property. Minimum identification may consist of a printed or hand written business card or paper bearing the hiring company’s name, the individual’s name and the signature of the hiring company foreman, supervisor or other representative.
  - b. Challenge unknown visitors.
  - c. Request identification and purpose of visit.

- 2 Cease public tours.
- 3 If directed by Utility Operations:
  - a. Remove vehicles and objects (e.g. dumpsters) parked within 25 yards of specified facilities.
  - b. Park vehicles outside facilities. Implement centralized parking and shuttle service.
  - c. Report suspicious vehicles or objects to Utility Operations supervision.
  - d. Verify the identity of individuals entering specified facilities.
  - e. Facility gates and entrances will be locked, except when passing through. Limit access to essential employees and contractors. Verify the identity of individuals entering facilities. Issue visitor badges to visitors.
  - f. Inspect buildings, rooms and storage areas not in regular use, daily.
  - g. Inspect the interior and exterior of buildings for suspicious activities or packages. Check for signs of tampering or indications of unauthorized entry.
- 4 Utility Operations may:
  - a. Erect barriers to control the direction of traffic flow and parking.
  - b. Consult with law enforcement to close public roads and facilities.

#### **Imminent Threat Advisory Level – Threat at Location Impending or Very Soon**

- 1 Remind personnel to:
  - a. Display identification while on Utility Operations property. Minimum identification may consist of a printed or hand written business card or paper bearing the hiring company's name, the individual's name and the signature of the hiring company foreman, supervisor or other representative.
  - b. Challenge unknown visitors.
  - c. Request identification of anyone not displaying it and ask the purpose of his or her visit.
- 2 Limit access to facilities and activities to personnel with legitimate and verifiable need to enter.
  - a. Cease Public Tours
- 3 Buildings, rooms, and storage areas will be locked. Inspect baggage, briefcases, and packages brought to the facility.
- 4 If directed by Utility Operations:
  - a. Remove vehicles and objects (e.g. dumpsters) parked within 25 yards of specified facilities. Identify owners of vehicles on Utility Operation property. Have unidentified vehicles inspected by law enforcement personnel and, if appropriate, removed.
  - b. Park vehicles outside facilities. Implement centralized parking and shuttle service.



- c. Inspect delivery vehicles and containers entering the facility. Require advance delivery notification and validate credentials of the driver.
- d. Implement daily inspections of specified buildings and grounds.
- e. Take steps to control access to specified facilities.
- f. Facility gates and entrances will be locked, except when passing through. Limit access to essential employees and contractors. Verify the identity of individuals entering facilities. Issue visitor badges to visitors.
- g. Inspect buildings, rooms and storage areas not in regular use daily.
- h. Inspect the interior and exterior of buildings for suspicious activities or packages. Check for signs of tampering or indications of unauthorized entry.
- i. Implement mailroom procedures. Have mail and packages sent to a central, secure location and inspected before distribution.

5 Utility Operations may:

- a. Restrict access to specific facilities.
- b. Request closure of public roads and facilities in the vicinity of specified facilities.
- c. Stop work in part or in total.
- d. Erect barriers to control the direction of traffic flow and parking.
- e. Consult with law enforcement to close public roads and facilities.
- f. Post guards.

**APPENDIX C**  
**PREVAILING WAGE AND LOCAL HIRING**  
**MANDATORY REQUIREMENTS**

The Contractor and all Subcontractors must comply with the Prevailing Wage Law and Local Hiring Requirements contained in Chapters 8-2-115 and 8-2-116 of the Anne Arundel County Code and Anne Arundel County Bill 72-21, as amended. Prevailing wage means the wage rate paid by employers that is determined by a governmental authority, based upon a particular geographic area, for a given class of labor and type of project. The County will use the State of Maryland Commissioner of Labor and Industry rates for state funded construction contracts for Wage Determinations in the County at the time of award of the capital improvement contract, these rates include the basic hourly rate and fringe benefits. Apprentices must be paid at least the rate that the state's apprenticeship and training council sets for an apprentice in the trade involved, based on a percentage of the prevailing wage rate in that trade. Any Contractor that is subject to the prevailing wage or local hiring law will be required to agree to the below provision:

For the purposes of these requirements, an employee means an apprentice, laborer or mechanic employed by a contractor on a capital improvement project, including any subcontractors, with a value of over \$250,000, or a capital project with a value over \$5,000,000.

Capital Improvement Project does not include blanket order or open end agreements, or capital improvement projects subject to a federal or state prevailing wage law, awarded without competition; with another governmental entity; to the extent the contractor is precluded from compliance by the terms of any federal or state law, contract or grant; entered into pursuant to Anne Arundel County Code Section 8-1-107(B); entered into as a joint or cooperative purchase or entered into as an emergency purchase.

The purpose of a prevailing wage is to ensure that contractors institute local hiring practices for capital improvement contracts under certain circumstances as required by law, and that the Contractor's employees who work on capital improvement contracts are paid the going rate for their services. The prevailing wage rates are established by the State of Maryland and apply to all of the Contractor's employees and any and all Subcontractors. The Contractor and all Subcontractors must comply with all of the requirements of the Prevailing Wage Law including, but not limited to, the following:

1. Pay employees the prescribed rate as annually established by the State of Maryland Commissioner of Labor and Industry; the prevailing wage rates in effect on the date a solicitation is issued will apply throughout the term of a contract resulting from that solicitation. Prevailing wage means the wage rate paid by employers that is determined by a governmental authority, based upon a particular geographic area, for a given class of labor and type of project. This rate means the basic hourly rate and fringe benefit rate established annually by the State of Maryland Commissioner of Labor and Industry for state funded construction contracts in the County at the time of award of the capital improvement contract. Apprentices must be paid at least the rate that the state's apprenticeship and training council sets for an apprentice in the trade involved, based on a percentage of the prevailing wage rate in that trade. Wage deductions must be fair and reasonable and may only be made when (1)

required by law; (2) authorized in a written agreement between the employee and contractor signed at the beginning of employment that concern food, sleeping quarters, or similar items; and are submitted by the contractor to the Director of the County's Prevailing Wage Program; or are required or allowed by a collective bargaining agreement between a bonafide labor organization and a contractor. Contractors may NOT split or subdivide a capital improvement contract or a subcontract awarded pursuant to the capital improvement contract, pay an employee through a third party, treat the employee as a subcontractor or independent contractor to avoid any requirement of the County's prevailing wage or local hiring laws; or employ an individual classified as a helper or trainee to perform direct and measurable work under a capital improvement contract.

2. Pay employees at a rate equal to or more than the regular prevailing wage rate for overtime for the type of work performed for each hour that the employee performs direct and measurable work (I) more than eight hours in any single calendar day; (II) more than 40 hours in a work week; or (III) on a Sunday or a legal holiday.;
3. Classify employees in their proper work classification in conformance with the schedule established by the State of Maryland Commissioner of Labor and Industry.
4. The Contractor may only deduct wages fairly and reasonably when (1) required by law; (2) authorized in a written agreement between the employee and contractor signed at the beginning of employment that concern food, sleeping quarters, or similar items; and are submitted by the contractor to the Director of the County's Prevailing Wage Program; or are required or allowed by a collective bargaining agreement between a bonafide labor organization and a contractor.
5. Electronically submit payroll records through (pending procurement), within 14 days after the end of each payroll period, to verify that Prevailing Wage rates have been paid to employees. A contractor must submit a certified complete copy of its payroll records for a capital improvement contract covered by the County's Prevailing Wage or local hiring laws within 14 days after the end of each payroll period.
6. Contractors must retain records for a period of five years after the work is completed and must permit the Director of the Department that administers the Prevailing Wage program, or their designee, to inspect the payroll records at a reasonable time and as often as necessary.
7. The Contractor's payroll records shall contain a statement signed by the contractor attesting and certifying that the payroll records are complete and correct; the wage rates are not less than required by the County Code and Purchasing Regulations; and the rate of pay and classification for each employee accurately reflects the work the employee(s) performed.
8. All payroll records shall include the name, address, telephone number and email of the contractor; the name and location of the job; and each employee's name, current address unless previously reported; current address unless previously reported; specific work classification; daily basic time and overtime hours; total basis time and overtime hours for the payroll period; rate of pay; fringe benefits by type and amount; and gross wages.
9. The County may in their sole discretion perform random or regular audits and investigate any complaint of a violation of the County's prevailing wage and local hiring laws and requirements If a Contractor or any Subcontractors are late in submitting copies of any payroll

records required to be submitted under the Prevailing Wage Law, the County may deem Contractor's invoice(s) submitted to the County for payment unacceptable until the Contractor and Subcontractors provide the required records; and, the County may postpone processing payments otherwise due under the Contract or under an agreement to finance the Contract;

10. A Contractor must make best efforts to fill at least 51% of new jobs required to complete the capital improvement contract or capital project with Anne Arundel County residents. Further, the Contractor will submit quarterly reports relating to local hiring with respect to a capital project or capital improvement project meeting the necessary requirements that lists the number of new hires needed for the contract during the reporting period, the number of County residents hired during the reporting period, the number of all employees hired during the reporting period. The local hiring reporting will include a description of the best efforts made to fill open positions with County residents. New hires reported must list their name, the last four digits of their social security number, the job title, the hire date, the address and the referral source.
11. Any and all disputes will be handled as set forth in the County's prevailing wage and local hiring law. The Contractor agrees to this method of resolving disputes and waives any right of appeal or claims beyond that set forth in the prevailing wage and local hiring law as a condition of award.
12. In the event the County determines that a provision of the Prevailing Wage Law has been violated, the County may withhold payment to the Contractor in an amount sufficient to pay each employee of the Contractor or any Subcontractors the full amount of wages due under the Prevailing Wage Law, and an amount sufficient to satisfy a liability of a Contractor or any Subcontractors for liquidated damages as provided under the Prevailing Wage Law, pending a final decision on the violation by the County;. Contractor may appeal a written decision of the Director of Central Services, that the Contractor violated a provision of the Prevailing Wage Law to the Purchasing Agent, within ten (10) days after receiving a copy of the decision. If they do not appeal, the decision of the Director or their designee is final. Within a reasonable time of receipt of a timely appeal, the purchasing agent may investigate, request written testimony, or conduct a hearing as they deem necessary for the review of appeal. The parties agree that the decision of the Purchasing Agent is final and binding and not subject to appeal. The Contractor will cooperate and provide testimony upon request. A Contractor who is found to have violated the provisions of the prevailing wage or local hiring law intentionally, may not be awarded a county contract or work on any county contract for a period of one year from the date of the final decision.
13. If a party is found late in submitting copies of payroll records deemed required under the County's prevailing wage and local hiring laws and regulations, the County may deem the invoices deficient until the Contractor provides the required records and may postpone processing payments until the Contractor provides the required records and may postpone processing payments under the contract or agreement with the County.
14. Contractor and all Subcontractors must not discharge, or otherwise retaliate against, an employee for asserting any right under the Prevailing Wage Law or for filing a complaint of a violation;

15. An aggrieved employee is a third-party beneficiary of this Contract and the employee may by civil action recover the difference between the prevailing wage for the type of work performed and the amount actually received, with interest and a reasonable attorney's fee;
16. Each Contract subject to the Prevailing Wage Law may specify the payment of liquidated damages to the County by the Contractor and any Subcontractors for any noncompliance with the Prevailing Wage Law. Liquidated damages are:
  - a. \$10 for each calendar day that the payroll records are late; \$10 per day for each day that an employee is misclassified; and \$10 per violation of the requirement to post the prevailing wage rates at the work site.
  - b. Liquidated damages as set forth in Section 15 for the benefit of the third party employee; and
  - c. Liquidated damages as set forth for delays in performance or work under the Contract in B1-2 are separate from prevailing wage and/or local hiring.

These liquidated damages are solely related to prevailing wage and local hiring compliance and do not negate any other remedies available or set forth in the Contract, including delay damages or actual damages. These remedies are separate, in addition to, and not in lieu of any remedies available and set forth in the Contract for other breaches or defaults under the Contract.

17. Where the initial Contract Sum is below the monetary threshold, but it is subsequently increased and exceeds the monetary threshold due to an approved Contract Modification, the amount of any such Contract Modification that causes the Contract Sum to exceed the monetary threshold is subject to the Prevailing Wage Law and local hiring requirements.
18. The Contractor and all Subcontractors must post a clearly legible statement of each prevailing wage rate in a prominent and easily accessible place at the Work Site during the entire time Work is being performed, in English and any other language that is primarily spoken by the employees, at the Work Site.
19. Local hiring requirements include quarterly reporting to Central Services and/or their designee on the form designated by the Purchasing Agent which contain the following with regards to qualifying capital improvement projects of \$1,000,000 or more and capital projects of \$5,000,000 of 1) the number of new hires needed for the contract reporting period, 2) the total number of Anne Arundel County residents during the reporting period, 3) the total number of all employees hired during the contract period, 4) best efforts made to fill the open positions with Anne Arundel County residents; and 5) for a new hire during the reporting period: name, last four digits of the social security number, job title, hire date, address and referral source.
20. If the Purchasing Agent finds that the Contractor violated the local hiring law and it is found that the violation was intentional the Director of Central Services may in their sole discretion find that the contractor, any of its principals, or any firm, corporation or partnership in which the Contractor has an interest, may not be awarded on any County contract for one year from the date of the final decision. If a Contractor is late in submitting local hiring reports required

to be submitted pursuant to the Anne Arundel County Code, the County may postpone processing payments due under the contract until the required reports are submitted.

21. In lieu of hearings, all appeals or determinations will be done through written testimony at the discretion of the Director of Central Services. Reasonable accommodations will be granted upon request. If the Director of Central Services determines that a Contractor has not made best efforts or reported as required for local hiring as required, the Director of Central Services shall issue a written decision detailing the basis for the determination. A Contractor may appeal a written decision of the Director that the Contractor violated a provision of this section to the Purchasing Agent within ten working days after receiving a copy of the decision. If the Contractor does not appeal the Director's decision within ten working days after receipt for either prevailing wage or local hiring, the Purchasing Agent's decision on the appeal is not subject to the appeal. The Purchasing Agent may investigate appeals provided prior to that time, request written testimony which must be provided to continue an appeal, or even conduct a hearing, as the Purchasing Agent deems necessary for the review of the appeal.

# INFORMATIONAL WAGE RATES

The wage rates listed below are published by the State of Maryland, Division of Labor and Industry, Prevailing Wage Unit.

The wage rates posted on this site are provided for **informational** purposes ONLY.

The wage and fringe rates may change between the time of issuance of the wage determinations and the award of the public works contract. Therefore, prior to the award of the public works contract, verification must be made with the public body, to insure that the rates contained in this determination are still prevailing.

These **Informational Prevailing Wage Rates** may not be substituted for the requirements of pre-advertisement for bids or onsite job posting for a public work contract that exceeds \$250,000 in value and either of the following criteria are met: (1) the contracting body is a unit of State government or an instrumentality of the State and there is any State funding for the project; or (2) the contracting body is a political subdivision, agency, person or entity (such as a county) and the State funds 25% or more of the project.

ANNE ARUNDEL COUNTY		BUILDING CONSTRUCTION			Print Date Feb 06, 2024
CLASSIFICATION	MODIFICATION REASON	BASIC HOURLY RATE	BORROWED FROM	FRINGE BENEFIT PAYMENT	
BALANCING TECHNICIAN	AD	\$45.37		\$23.48	
BOILERMAKER	AD	\$43.37		\$25.67	
BRICKLAYER	AD	\$36.50		\$13.77	
CARPENTER	AD	\$33.21		\$14.03	
CARPENTER - SHORING SCAFFOLD BUILDER	AD	\$33.21		\$14.03	
CARPET LAYER	AD	\$33.34		\$14.40	
CEMENT MASON	AD	\$28.70		\$12.55	
COMMUNICATION INSTALLER TECHNICIAN	AD	\$27.98		\$11.30	
DRYWALL - SPACKLING, TAPING, & FINISHING	AD	\$33.21		\$14.03	
ELECTRICIAN	AD	\$45.06		\$19.56	
ELEVATOR MECHANIC	AD	\$54.02		\$44.39	
FIRESTOPPER	AD	\$29.41		\$9.48	
INSULATION WORKER	AD	\$39.27		\$19.42	
IRONWORKER - ORNAMENTAL	AD	\$34.85		\$25.17	
IRONWORKER - REINFORCING	AD	\$32.46		\$22.01	
IRONWORKER - STRUCTURAL	AD	\$36.10		\$25.63	
LABORER - AIR TOOL OPERATOR	AD	\$25.67		\$7.58	
LABORER - ASPHALT PAVER	AD	\$25.67		\$7.58	
LABORER - ASPHALT RAKER	AD	\$19.73		\$6.39	
LABORER - BLASTER - DYNAMITE	AD	\$25.67		\$7.58	
LABORER - BURNER	AD	\$25.67		\$7.58	
LABORER - COMMON	AD	\$19.73		\$6.39	
LABORER - CONCRETE PUDDLER	AD	\$19.73		\$6.39	
LABORER - CONCRETE SURFACER	AD	\$25.67		\$7.58	
LABORER - CONCRETE TENDER	AD	\$19.73		\$6.39	
LABORER - CONCRETE VIBRATOR	AD	\$19.73		\$6.39	
LABORER - DENSITY GAUGE	AD	\$19.73		\$6.39	
LABORER - FIREPROOFER - MIXER	AD	\$19.73		\$6.39	
LABORER - FLAGGER	AD	\$19.73		\$6.39	
LABORER - GRADE CHECKER	AD	\$19.73		\$6.39	
LABORER - HAND ROLLER	AD	\$19.73		\$6.39	

LABORER - HAZARDOUS MATERIAL HANDLER	AD	\$25.67		\$7.58
LABORER - JACKHAMMER	AD	\$19.73		\$6.39
LABORER - LANDSCAPING	AD	\$19.73		\$6.39
LABORER - LAYOUT	AD	\$19.73		\$6.39
LABORER - LUTEMAN	AD	\$19.73		\$6.39
LABORER - MASON TENDER	AD	\$25.67		\$7.58
LABORER - MORTAR MIXER	AD	\$19.73		\$6.39
LABORER - PIPELAYER	AD	\$25.67		\$7.58
LABORER - PLASTERER - HANDLER	AD	\$19.73		\$6.39
LABORER - SCAFFOLD BUILDER	AD	\$25.67		\$7.58
LABORER - TAMPER	AD	\$19.73		\$6.39
MECHANICAL SYSTEMS SERVICE TECH- HVAC SYSTEMS	AD	\$44.66	510	\$23.80
MECHANICAL SYSTEMS SERVICE TECH- PLUMBING SYSTEMS	AD	\$44.66	510	\$23.80
MILLWRIGHT	AD	\$37.33	005	\$16.60
PAINTER	AD	\$27.46		\$11.71
PAINTER-INDUSTRIAL	AD	\$34.30	510	\$14.78
PILEDRIIVER	AD	\$35.62		\$17.01
PLUMBER	AD	\$44.66		\$23.80
POWER EQUIPMENT OPERATOR - BACKHOE	AD	\$33.38		\$13.92
POWER EQUIPMENT OPERATOR - BROOM / SWEEPER	AD	\$31.43		\$13.92
POWER EQUIPMENT OPERATOR - BULLDOZER	AD	\$33.38	510	\$13.92
POWER EQUIPMENT OPERATOR - CRANE	AD	\$40.00		\$17.10
POWER EQUIPMENT OPERATOR - CRANE - TOWER	AD	\$40.00	510	\$17.10
POWER EQUIPMENT OPERATOR - DRILL - RIG	AD	\$33.38		\$13.92
POWER EQUIPMENT OPERATOR - EXCAVATOR	AD	\$33.38		\$13.92
POWER EQUIPMENT OPERATOR - FORKLIFT	AD	\$33.38		\$13.92
POWER EQUIPMENT OPERATOR - GRADALL	AD	\$33.70		\$12.85
POWER EQUIPMENT OPERATOR - GRADER	AD	\$33.38	005	\$13.92
POWER EQUIPMENT OPERATOR - GUARD RAIL POST DRIVER	AD	\$23.50	005	\$5.07
POWER EQUIPMENT OPERATOR - LOADER	AD	\$33.38		\$13.92
POWER EQUIPMENT OPERATOR - MECHANIC	AD	\$35.44		\$13.92
POWER EQUIPMENT OPERATOR - PAVER	AD	\$31.30		\$12.85
POWER EQUIPMENT OPERATOR - ROLLER - ASPHALT	AD	\$31.30		\$12.85
POWER EQUIPMENT OPERATOR - ROLLER - EARTH	AD	\$27.80		\$13.92
POWER EQUIPMENT OPERATOR - SCREED	AD	\$30.00	005	\$11.80
POWER EQUIPMENT OPERATOR - SKID STEER (BOBCAT)	AD	\$31.43		\$13.92
POWER EQUIPMENT OPERATOR-VACUUM TRUCK	AD	\$36.30		\$14.05
RESILIENT FLOOR	AD	\$33.34		\$14.40
ROOFER/WATERPROOFER	AD	\$36.75	510	\$14.71
SHEETMETAL WORKER (INCLUDING METAL ROOFING)	AD	\$45.37		\$23.48
SPRINKLERFITTER	AD	\$40.46		\$25.47
STEAMFITTER/PIPEFITTER	AD	\$44.66		\$23.80
STONE MASON	AD	\$43.16		\$20.48
TILE & TERRAZZO FINISHER	AD	\$27.68		\$11.83
TILE & TERRAZZO MECHANIC	AD	\$33.41		\$12.87
TRUCK DRIVER - DUMP	AD	\$23.66	510	\$11.90
TRUCK DRIVER - DUMP - ARTICULATING	AD	\$27.97	005	\$0.79
TRUCK DRIVER - FLATBED	AD	\$24.99	005	\$7.63
TRUCK DRIVER - LOWBOY	AD	\$28.98		\$9.58
TRUCK DRIVER - TACK/TAR TRUCK	AD	\$28.69		\$9.58



---

**Incidental Craft Data: Caulker, Man Lift Operator, Rigger, Scaffold Builder, and Welder** receive the wage and fringe rates prescribed for the craft performing the operation to which welding, scaffold building, rigging, operating a Man Lift, or caulking is incidental.

---

These **Informational Prevailing Wage Rates** may not be substituted for the requirements of pre-advertisement for bids or onsite job posting for a public work contract that exceeds \$250,000 in value and either of the following criteria are met: (1) the contracting body is a unit of State government or an instrumentality of the State and there is any State funding for the project; or (2) the contracting body is a political subdivision, agency, person or entity (such as a county) and the State funds 25% or more of the project.

---

Modification Codes:

- (AD) 17-209 Annual Determination from Survey Wage Data Received
- (CH) 17-211 Commissioners' Hearing
- (CR) 17-208 Commissioners' Review
- (SR) 17-208 Survey Review by Staff

Each "Borrowed From" county is identified with the FIPS 3-digit county code unique for the specific jurisdiction in Maryland.

For additional information on the FIPS (Federal Information Processing Standard) code, see <http://www.census.gov/datamap/fipslist/AllSt.txt>

The Prevailing Wage rates appearing on this form were originally derived from Maryland's annual Wage Survey. The Commissioner of Labor & Industry encourages all contractors and interested groups to participate in the voluntary Wage Survey, detailing wage rates paid to workers on various types of construction throughout Maryland.

A mail list of both street and email addresses is maintained by the Prevailing Wage Unit to enable up-to-date prevailing wage information, including Wage Survey notices to be sent to contractors and other interested parties. If you would like to be included in the mailing list, please forward (1) your Name, (2) the name of your company (if applicable), (3) your complete postal mailing address, (4) your email address and (5) your telephone number to PWMAILINGLIST@dlr.state.md.us. Requests for inclusion can also be mailed to: Prevailing Wage, 1100 N. Eutaw Street - Room 607, Baltimore MD 21201-2201.

---

**END OF REPORT**

---