

**CITY OF LAUREL
MAYOR AND CITY COUNCIL
LAUREL, MARYLAND**

SPECIFICATIONS AND PROPOSAL

7705 ROOF REPLACEMENT

CONTRACT NUMBER P&R 2019-02

Prepared by: Bill Bailey, Assistant Director
City of Laurel Department of Parks and Recreation
8103 Sandy Spring Road
Laurel, Maryland 20707

NOTICE TO BIDDERS
OCTOBER 24, 2019

The City of Laurel Department of Parks and Recreation will receive sealed bids for:

7705 ROOF REPLACEMENT

A. General Information

The Mayor and City Council of Laurel, Maryland requests bids from qualified Roofing Contractors to demo and replace existing roof at the Laurel Parks and Recreation Maintenance Complex located at 7705 Old Sandy Spring Road.

B. Submission of proposals

Proposals will be accepted until 11:00 a.m. on Friday, NOVEMBER 8, 2019, at the City of Laurel Department of Budget and Personnel Services, Laurel Municipal Center, 8103 Sandy Spring Road, Laurel, MD 20707, at which time they will be publicly opened and read in the Council Chambers. Bids must be marked "Sealed Bid – 7705 ROOF REPLACEMENT" and be hand delivered or mailed to the above address. Questions concerning the bid should be directed to Bill Bailey, Assistant Director of Parks and Recreation, 301-725-5300 no later than 72 hours prior to the bid opening.

ANY BID RECEIVED AFTER THAT TIME SHALL BE AUTOMATICALLY REJECTED AND RETURNED UNOPENED AS REQUIRED BY THE CITY'S POLICIES REGARDING BIDDING.

C. Scope of work.

The scope of this work will include all labor, materials, equipment, and skills necessary for the roof replacement at The Laurel Parks and Recreation Maintenance Complex located at 7705 Old Sandy Spring Road Laurel, Maryland 20707. This is an overall scope of work based on the City's desire to replace the existing roof with a new roof to include new skylights. Currently the flat roof area measures approximately 108 feet by 58 feet or 6,264 square feet with 4, 8 ft. x 3 ft. skylights that need to be replaced.

Interested contractors should visit the site prior to bid date. All necessary permits are the responsibility of the contractor and must be filed with the City of Laurel's Fire Marshall and Permit Services Office. City of Laurel permit fees will be waived.

Federal and State certified Minority Owned Business; a Laurel- area business; and/or a Maryland-located business shall be granted preference even if it's not the low bidder and can be selected if the bid/quote is within 3% of the low bid.

The City of Laurel reserves the right to reject any or all bids.

THE CITY OF LAUREL IS AN EQUAL OPPORTUNITY EMPLOYER

Specifications

Following is a brief description of the services required under this bid. Review of the document is necessary to understand all requirements of the bid:

DESCRIPTION

The scope of work should include all labor, materials, equipment, and skills necessary for the roof replacement at the Parks and Recreation Maintenance Complex located at 7705 Old Sandy Spring Road Laurel, Maryland 20707.

The complete removal of the existing flat roof down to the roof decking. Remove any loose concrete, fill in with 5" ISO to level with roof. Replace existing plywood on entire roof area with ½" CDX plywood. Mechanically fasten tapered Install ISO insulation board. Insulation to maintain an R-30 value. Install Firestone .060 fully adhered TPO 20 year roofing system. Install new 2" x 8" wood blocking at both ends to install new coping metal (color to be determined). Full adhere new white TPO pipe collars, unit corner guard on all roof penetrations. Install new gravel stop and drip edge at all perimeters of roof. Replace 4 existing skylights with acrylic clear over clear skylights with higher curb to fit existing openings. Replace existing gutters and downspouts with .032 seamless aluminum 6" white gutters with 3" x 4" over size white downspouts hung with hidden hangers (1-year warranty). All material fastened per manufacturers requirements. Walk mats to be installed from roof hatch to HVAC unit. Existing HVAC unit to be disconnected and reconnected by others. All debris in and around the work site is the responsibility of the contractor.

This is an overall scope of work based on the City's desire to replace the roof. The existing roof measures approximately 108' x 58' and has 4 existing skylights measuring 8' x 3'. Interested contractors should visit the site prior to bid date. All necessary permits are the responsibility of the contractor. City of Laurel permit fees will be waived.

1. Remove and dispose of all roof materials to be upgraded.
2. Specification and submittals must be submitted and approved by the City of Laurel prior to ordering and installation.
3. Supply and install per current building codes for Prince George's County and the City of Laurel.
4. The Parks and Recreation Maintenance Complex will remain open during the roof upgrade. Current operating hours are 7 am till 4 pm Monday thru Friday. Early or afterhours access to the facility can be arranged.
5. The time frame for completing the roof upgrade is important. Please include in your proposal the lead time for ordering materials and the anticipated date for start and completion.
6. All interested contractors should visit the site prior to submitting a proposal.

BIDDER'S CHECK LIST

The City of Laurel's bidding procedures require that certain pages of this document be completed, and that the entire bid package be submitted intact. Failure to complete these items could cause your bid to be rejected. In your effort to complete a bid, the items listed below must be completed and submitted with your bid.

	DESCRIPTION	CHECK HERE
	INSURANCE AGENT'S STATEMENT	
	BID BOND	
	LETTER OF CREDIT IN LIEU OF BID BOND	
	ITEMIZED PROPOSAL	
	BID SHEETS	
	BIDDER'S QUESTIONNAIRE	
	NON-COLLUSIVE BIDDING CERTIFICATE	
	CORPORATE AUTHORITY RESOLUTION	
	AFFIDAVITS	
	ANNOTATED CODE OF MARYLAND	

NAME OF FIRM BIDDING: _____

SIGNED BY: _____

(Signature of Person Submitting Bid)

**IMPORTANT
ALL YELLOW PAGES MUST BE FILLED OUT
OR BID MAY BE REJECTED**

INFORMATION FOR BIDDERS

1. Form of Bid.

All bids must be made only upon the blank form provided titled "Sealed Bid" - **CONTRACT NUMBER P&R 2019-02, 7705 Roof Replacement**. **THAT FORM SHALL NOT BE DETACHED HEREFROM.** All blank spaces must be filled in, in ink, and must give the price for each item and the aggregate amount for the work both in words and in figures and must be signed and acknowledged by the Bidder.

In the event of discrepancies that occur between the prices quoted in the proposal in words and those quoted in figures, the words shall control. The prices are to include the furnishing of all materials, plant, equipment, tools and all other facilities, and the performance of all labor and services necessary or proper for the completion of the work, except such as may be otherwise expressly provided in the Contract Documents (as that term is defined in the Contract Agreement herein).

Wherever the words "City", "Owner", "Inspector", "Engineer/Architect" or "Superintendent", appear in these documents, they shall mean the City of Laurel (formally known as "The Mayor and City Council of Laurel") or its authorized agents.

2. Omissions and Discrepancies.

Should a Bidder find discrepancies in, or omissions from, the Drawings and/or other Contract Documents, or should the Bidder be in doubt as to their meaning, the Bidder should at once notify the City of Laurel, who may send a written instruction to all Bidders.

No oral interpretation shall be made to any Bidder as to the meaning of any of the Contract Documents. Every request for interpretations shall be in writing to the City of Laurel.

3. Certified Check/Bid Bond/Letter of Credit.

All bids shall be accompanied by a certified check or bank cashier check equal to five percent (5%) of the amount of bid, as liquidated damages, made payable to "The Mayor and City Council of Laurel", or a bid bond for this full amount, without reduction. The bonding company shall have a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports, and shall be authorized to do business in the State of Maryland. Bid bonds shall only be acceptable in the form attached hereto without modification except for the information to be inserted relating to this particular project. An irrevocable letter of credit from any bank acceptable to the City may be accepted in lieu of the certified or cashier check, or bid bond specified above. Any such letter of credit shall be in the form attached hereto without modification except for the information required to be inserted relating to this particular project. No certified or cashier check, as specified above, nor any letter of credit in lieu thereof will be accepted from any bank which is not insured by the Federal Deposit Insurance Corporation.

INFORMATION FOR BIDDERS
(Continued)

Any such check, bond or letter of credit shall comply with all provisions hereof and shall be subject to the approval of the City, and any such check, bond or letter of credit which does not so comply shall be grounds for rejection of the bid.

The checks, bid bonds and letters of credit of all except the bidder to whom the bid is awarded will be returned/released within 30 days after the opening of bids. The check, bond or letter of credit will be returned/released to bidder to whom the bid is awarded when the Contract is fully executed by the parties thereto. In the event that the bids are rejected or the project does not proceed for any reason, the check, bond or letter of credit will be returned/released to the successful bidder within 30 days therefrom.

4. Rejection of Bids.

The City reserves the right to reject any or all bids. Without limiting the generality of the foregoing, any bid which is incomplete, obscure, irregular or qualified may be rejected; any bid having erasures or corrections in any proposal, or any bid in which the unit prices are omitted or obviously unbalanced, may be rejected; any bid accompanied by an irregular or insufficient check/bond/letter of credit may be rejected; any bid submitted by a bidder who fails to satisfy the City that said bidder is properly qualified to carry out the obligations of the Contract, or to complete the work contemplated therein, may be rejected. The City reserves the right, at its sole discretion, to waive any irregularities in any bid.

5. Award of Bid.

Except where the City exercises the right reserved herein to reject any or all bids, and contingent upon the availability of funds, the Contract will be awarded to the bidder who has submitted the lowest or best bid, quality of goods, materials and work, time of delivery or completion, and responsibility of bidders being considered. The low bidder will be determined by utilizing the base bid, or the base bid in combination with the alternate, whichever is determined by the City to be in its best interest. The City reserves the right to accept or reject any bid if such action best serves the public interest.

6. Notice of Acceptance of Bid.

The acceptance of the bids will be made by a notice in writing signed by the City and shall bind the successful bidder to execute the Contract. The City, however, reserves the right to postpone the date for presentation and opening bids and will give notice of any such postponement to each prospective bidder by such means as the City deems reasonable under the circumstances.

INFORMATION FOR BIDDERS
(Continued)

7. Executing Contract; Progress Schedule; Liquidated Damages.

7.1 Within ten (10) days after receiving a notice of award, the successful bidder shall obtain both a Performance Bond and a Labor and Material Payment Bond, each equal to one hundred percent (100%) of the amount of the award, without reduction, from a surety company acceptable to the City and shall deliver them to the Engineer/Architect. The bonding company must have a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports. In lieu of providing the bonds specified above, the Contractor may substitute an irrevocable letter of credit drawn on a bank approved by the City; provided however that no such letter of credit shall be acceptable unless drawn on a bank insured by the Federal Deposit Insurance Corporation. Any such bonds or letters of credit shall only be acceptable in the forms attached hereto without modification except for the information to be inserted relating to this particular project. Any such bond or letter of credit shall comply with all provisions hereof and shall be subject to the approval of the City, and any such bond or letter of credit which does not so comply shall be grounds for rejection of the bid.

7.2 The Contractor shall also submit for approval, within the same 10-day period, a Progress Schedule. The Schedule shall indicate that the Contractor shall commence the work within 10 calendar days after execution of the contract and shall complete the work within maximally forty five (45) consecutive calendar days thereafter. This schedule may be amended should additional work be added or subtracted pursuant to Article 19 of the Contract Agreement.

7.3 The successful bidder shall also execute the contract within the same 10-day period.

7.4 The Contractor shall commence the work within ten (10) calendar days after the execution of the Contract and shall complete the work within maximally forty five (45) consecutive calendar days thereafter, time being of the essence. This schedule may be amended should additional work be added or subtracted pursuant to Article 20 of the Contract Agreement. Such alteration, if any, in time allocated shall be submitted in writing to the Contractor by the Owner.

7.5 Failure to comply with any of the provisions of this Section 7, or with any of the insurance requirements set forth in Section 8 hereof, shall constitute a material breach of agreement. In such event, the Bid Bond or other alternate security posted in connection with this bid shall be forfeited and retained by the City, in full, as liquidated damages for such breach.

7.6 In the event that additional work is added to this Contract, pursuant to Article 19 of the Contract Documents, the City may, at its discretion, ask for, and the Contractor shall provide, additional bonding (or other alternate security acceptable to the Owner) covering both the additional work and the guarantee thereon.

INSURANCE AGENT'S STATEMENT

I HEREBY CERTIFY that I have reviewed the insurance coverage requirements with the bidder named below and that the bidder can comply with all of those insurance requirements.

Name(s) and address(es) of bonding company(ies) or bank(s) submitting letter of credit:

The policy(ies) carry the following deductibles:

Liability policies are (indicate):

Occurrence []
Claims Made []

NAME OF INSURANCE AGENT

SIGNATURE

Date _____, 2019

BIDDER'S STATEMENT

I HEREBY CERTIFY the Insurance Coverage Requirements of these specifications and agree to comply in full if awarded this contract.

NAME OF BIDDER

SIGNATURE

Date _____, 2019

**IMPORTANT
ALL YELLOW PAGES MUST BE FILLED OUT
OR BID MAY BE REJECTED**

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
(name & address)

as Principal (hereinafter called "the Principal"), and _____

(name & address)

a corporation duly organized under the laws of the State of _____

and authorized to do business in the State of Maryland, as Surety (hereinafter called "the Surety"), are held and firmly bound unto The Mayor and City Council of Laurel, a Maryland municipal corporation and political subdivision of the State of Maryland, as Obligee (hereinafter called "the Obligee"), in the amount of five percent (5%) of the total bid by the Principal for the project described herein, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Obligee's **P&R 2019-02**, City of Laurel, Maryland.

IMPORTANT
ALL YELLOW PAGES MUST BE FILLED OUT
OR BID MAY BE REJECTED

BID BOND
(Continued)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal, and the Principal shall enter into a Contract with the Obligee, in accordance with the terms of such bid, and further, if the Principal shall give such bond or bonds (or other security approved by and acceptable to the Obligee) as may be specified in the bidding or contract documents, with good and sufficient surety for the faithful performance of such contract, and for the prompt payment of labor and material furnished in the prosecution thereof, and shall otherwise comply with all other bid requirements of the Obligee, then this obligation shall be null and void, otherwise to remain in full force and effect, and upon the failure of the Principal to fully comply with all such bid requirements, the Surety shall promptly pay to the Obligee the full amount of the penalty set forth herein without reduction.

Signed and sealed this _____ day of _____, 2019.

ATTEST:

(Principal) _____ (SEAL)

(Title)

(Surety) _____ (SEAL)

(Title)

**IMPORTANT
ALL YELLOW PAGES MUST BE FILLED OUT
OR BID MAY BE REJECTED**

NAME/ADDRESS OF BANK

DATE

Mayor and City Council
of Laurel, Maryland 20707

Re: Irrevocable Letter of Credit
No. _____.

To Whom it May Concern:

We hereby authorize you to draw on _____,
(name and address of bank)
for the account of _____, in a sum not to exceed
_____ United States Dollars (US \$ _____)
by your sight draft(s) without any documents required.

The draft shall cover the cost of the Bid Bond required in connection with the bid for City
of Laurel Contract No. **P&R 2019-02**, for the project described as **7705 Roof Replacement**

The draft(s) must be drawn and negotiated on or before _____

It is a condition of this Letter of Credit that it shall be deemed automatically extended
without amendment for one (1) year from the present or any future expiration date unless at least
sixty (60) days prior to such expiration date you are notified by registered or certified letter that
we elect not to consider this letter of credit renewed for any such additional period.

Each draft drawn under the Letter of Credit must state "Drawn under _____
_____, Letter of Credit No. _____,
(name and address of bank)
dated _____, 20__, from the account of _____.

We hereby agree with bona fide holders of drafts drawn under and in compliance with the
terms of this Letter of Credit that such drafts will be duly honored upon presentation.

Authorized Signature

Authorized Signature

UNLESS OTHERWISE STATED THIS CREDIT IS SUBJECT TO THE UNIFORM
CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1983 REVISION),
INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 400.

IMPORTANT
ALL YELLOW PAGES MUST BE FILLED OUT
OR BID MAY BE REJECTED

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
(name & address)

as Principal (hereinafter called "the Principal"), and _____
_____ (name & address)

a corporation duly organized under the laws of the State of _____,
and authorized to do business in the State of Maryland, as Surety (hereinafter called "the
Surety"), are held and firmly bound unto The Mayor and City Council of Laurel, a Maryland
municipal corporation and political subdivision of the State of Maryland, as Obligee (hereinafter
called "the Obligee"), in the Penal Sum of _____ Dollars
(\$ _____) for the payment of which Penal Sum we bind ourselves, our heirs,
executors, administrators, personal representatives, successors, and assigns, jointly and severally
by these presents.

WHEREAS, the Principal has entered into or will enter into a contract with the Obligee,
which contract is described below and is incorporated herein by reference. The contract and all
Items incorporated into the contract, together with any and all changes, extensions of time,
alterations, modifications or additions to the contract, or to the work to be performed thereunder,
or to the Plans, Specifications and Special Provisions, or any of them, or to any other items
incorporated into the contract, shall hereinafter be referred to as the "Contract". The Contract is
described as follows:

Contract No. **P&R 2019-02**

Description of Project: **7705 Roof Replacement**

PERFORMANCE BOND
(Continued)

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

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

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

Whenever Principal shall be declared by the Oblige to be in default under the Contract, the Surety may, within 15 days after notice of default from the Oblige, notify the City Administrator of its election to either promptly proceed to remedy the default, or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options within 15 days, time being of the essence, then the Oblige thereupon shall have the remaining contract work completed. Surety will remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

PERFORMANCE BOND

(Continued)

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

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland.

Signed and sealed this _____ day of _____ 20__ ,

ATTEST:

(Principal) _____(SEAL)

(Title)

(Surety) _____(SEAL)

(Title)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
(name & address)

as Principal (hereinafter called "the Principal"), and _____

(name & address)

a corporation duly organized under the laws of the State of _____,
and authorized to do business in the State of Maryland, as Surety (hereinafter called "the
Surety"), are held and firmly bound unto The Mayor and City Council of Laurel, a Maryland
municipal corporation and political subdivision of the State of Maryland, as Obligee (hereinafter
called "the Obligee"), in the Penal Sum of _____ Dollars
(\$ _____) for the payment of which Penal Sum we bind ourselves, our heirs,
executors, administrators, personal representatives, successors, and assigns, jointly and severally
by these presents.

WHEREAS, Principal has entered into or will enter into a contract with the Obligee,
which contract is described below and is incorporated herein by reference. The contract and all
items incorporated into the contract, together with any and all changes, extension of time,
alterations, modifications or additions to the contract or to the work to be performed thereunder
or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items
incorporated into the contract shall hereinafter be referred to as the "Contract".

The Contract is described as follows:

Contract No: **P&R 2019-02**

Description of Project: **7705 Roof Replacement**

PAYMENT BOND
(Continued)

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

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

1. A claimant is defined to be any and all of those persons supplying labor and materials (including lessors of the equipment to the extent of the fair market value thereof) to the Principal or its subcontractors and sub-subcontractors in the prosecution of the work provided by Title 17 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, or any other applicable law.
2. The above named Principal and Surety hereby jointly and severally agree with the Obligees that every claimant, as herein defined, who has not been paid in full may, pursuant to and when in compliance with the provisions of the aforesaid Title 17 (or other applicable law), sue on this Bond for the use of such claimant, prosecute and suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Obligees shall not be liable for the payment of any costs or expenses of any such suit.

PAYMENT BOND
(Continued)

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

This Payment Bond shall be governed by and construed in accordance with the laws of the State of Maryland.

Signed and sealed this _____ day of _____, 20__.

ATTEST:

(Principal) _____(SEAL)

(Title)

(Surety) _____(SEAL)

(Title)

ITEMIZED PROPOSAL

CITY OF LAUREL

CONTRACT NO. P&R 2019-02

Made by:

Name of Bidder: _____
(Individual/Firm/Corporation, as case may be)

Residence of Bidder: _____

Telephone Number: _____

Place of Business: _____

Telephone Number: _____

NAME OF PARTNERS

RESIDENCE OF PARTNERS

*(If Bidder Is a FIRM, state here the name
and residence of each member thereof)*

**IMPORTANT
ALL YELLOW PAGES MUST BE FILLED OUT
OR BID MAY BE REJECTED**

ITEMIZED PROPOSAL
(Continued)

If Bidder is a CORPORATION, fill in the following information:

Organized under the laws of the State of _____

Name and Address of President: _____

Name and Address of Vice President: _____

Name and Address of Secretary: _____

Name and Address of Treasurer: _____

IMPORTANT
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OR BID MAY BE REJECTED

ITEMIZED PROPOSAL
(Continued)

The undersigned also declares that he has carefully examined and fully understands the Information for Bidders, Contract Agreement, Specifications, Plans and the Itemized Proposal; and he hereby proposes to furnish all the materials, adequate equipment, incidentals and sufficient labor, to progressively do all the work required to construct, finish, and complete the work within the time specified for the:

CITY OF LAUREL

P&R 2019-02

and other incidental work included in this proposal, in accordance with the prices given below, at his own proper cost and expense and in a first class manner and in accordance with the Plans and Specifications, Notice to Bidders, and Information to Bidders, all of which are a part of the Contract to be assumed, and in accordance with the plans, specifications, and detailed directions or instructions as may from time to time be given by the City of laurel at the following unit prices, viz:

ITEM	APPROXIMATE QUANTITY	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE DOLLARS/CENTS	AMOUNT DOLLARS/CENTS
		FOR _____ DOLLARS _____ CENTS		
		FOR _____ DOLLARS _____ CENTS		
		FOR _____ DOLLARS _____ CENTS		
		FOR _____ DOLLARS _____ CENTS		
		FOR _____ DOLLARS _____ CENTS		
TOTAL BID IN WORDS			TOTAL BID IN NUMBERS	
FOR _____ DOLLARS _____ CENTS			\$ _____	

*Contingency Item

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

SIGNATURE OF BIDDER: _____

IMPORTANT
ALL YELLOW PAGES MUST BE FILLED OUT
OR BID MAY BE REJECTED

ITEM	APPROXIMATE QUANTITY	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE DOLLARS/CENTS	AMOUNT DOLLARS/CENTS
		FOR _____ DOLLARS _____ CENTS		
		FOR _____ DOLLARS _____ CENTS		
		FOR _____ DOLLARS _____ CENTS		
		FOR _____ DOLLARS _____ CENTS		
		FOR _____ DOLLARS _____ CENTS		
TOTAL BID IN WORDS			TOTAL BID IN NUMBERS	
FOR _____ DOLLARS _____ CENTS			\$ _____	

*Contingency Item

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

SIGNATURE OF BIDDER: _____

IMPORTANT
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OR BID MAY BE REJECTED

ITEM	APPROXIMATE QUANTITY	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE DOLLARS/CENTS	AMOUNT DOLLARS/CENTS
		FOR _____ DOLLARS _____ CENTS		
		FOR _____ DOLLARS _____ CENTS		
		FOR _____ DOLLARS _____ CENTS		
		FOR _____ DOLLARS _____ CENTS		
		FOR _____ DOLLARS _____ CENTS		
TOTAL BID IN WORDS			TOTAL BID IN NUMBERS	
FOR _____ DOLLARS		_____ CENTS	\$ _____	

*Contingency Item

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

SIGNATURE OF BIDDER: _____

IMPORTANT
ALL YELLOW PAGES MUST BE FILLED OUT
OR BID MAY BE REJECTED

BIDDER'S QUESTIONNAIRE

Name and Address of Bidder:

Bidders will furnish the following information: (list only similar type work performed)

<u>FOR WHOM PERFORMED</u>	<u>CONTRACT AMOUNT</u>	<u>DATE COMPLETED</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

Bidders will answer the following questions:

1. Have you ever failed to complete work awarded to you? _____ If yes, state where and why:

2. Has any officer, director or partner of your organization ever been an officer or partner of some other organization that failed to complete a contract? _____ If yes, state name of individual, other organization, and reason:

3. Has any officer, director or partner of your organization ever failed to complete a contract handled in his own name? _____ if yes, state name of individual and reason:

4. In what other line of business are you financially interested?

**IMPORTANT
ALL YELLOW PAGES MUST BE FILLED OUT
OR BID MAY BE REJECTED**

BIDDER'S QUESTIONNAIRE
(continued)

5. The work, if awarded to you, will have the personal supervision of whom?

6. Do you have, or can you obtain sufficient personnel and equipment to commence work when required by "Information for Bidders"? _____

6. Name the surety company from whom you intend to obtain the required performance bond and labor and material bond (or bank if you propose to use letters of credit in lieu of such bonds):

8. What Maryland units of government can you give as a reference? Include the name and telephone number of your contact with the agency.

IMPORTANT
ALL YELLOW PAGES MUST BE FILLED OUT
OR BID MAY BE REJECTED

BIDDER'S QUESTIONNAIRE
(Continued)

9. In emergencies, either day or night, what telephone number(s) should be called for immediate action?

Dated this _____ day of _____, 20____.

(Name of Bidder)

By: _____

(Title of Person Signing)

IMPORTANT
ALL YELLOW PAGES MUST BE FILLED OUT
OR BID MAY BE REJECTED

NON-COLLUSIVE BIDDING CERTIFICATE

THE APPROPRIATE SECTION OF THIS PAGE MUST BE SIGNED BY ALL BIDDERS

By submission of this bid, each bidder and each person signing on behalf of any bidder certified, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1. The prices in this bid have been arrived at independently, without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder, or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to opening, directly, or indirectly to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

I hereby affirm under the penalties of perjury that the foregoing statement is true.

Affix Seal if Principal
Is Corporation

Legal Name of Person/Firm/Corporation

By:_____

**IMPORTANT
ALL YELLOW PAGES MUST BE FILLED OUT
OR BID MAY BE REJECTED**

CORPORATE AUTHORITY RESOLUTION
(Complete Appropriate Resolution)

1. **Authority for this Specific Bid Only.**

The following is a certified copy of resolution of the board of directors of the bidder authorizing the execution of this certificate by the signatory of this bid or proposal on behalf of the corporate bidder:

RESOLVED, that _____ be authorized to sign and submit the bid or proposal on behalf of this corporation for the project on Items described herein, In the "Notice to Bidders", and to include in such bid or proposal the Certificate as to Non-Collusion required by the City of Laurel, Maryland as the act and deed of such corporation, and for any inaccuracies or misstatement in such certificate, this corporate bidder and the aforementioned corporate official shall be liable under the penalties of perjury.

Certified to be a true and correct copy of the resolution by

_____ corporation,

at a meeting of its Board of Directors held on the

_____ day of _____, 20_____.

Secretary

SEAL of Corporation

IMPORTANT
ALL YELLOW PAGES MUST BE FILLED OUT
OR BID MAY BE REJECTED

2. Authority for Submitting Bids - General Authority

The following is a certified copy of resolution of the board of directors of the bidder authorizing the execution of this certificate by the signor of this bid or proposal on behalf of the corporate bidder:

RESOLVED, that _____ be authorized to sign and submit any and all bids and proposals on behalf of this corporation for any public works project or other projects of any municipality or political subdivision of the State of Maryland, specifically including all items described in the "Notice to Bidders", and to include in such bid or proposal any certificate as to Non-collusion required by such municipality or political subdivision, as the act and deed of this corporation, and for any inaccuracies or misstatement In such certificate, this corporate bidder and the aforementioned corporate official shall be liable under the penalties of perjury.

Certified to be a true and correct copy of the resolution by

_____ corporation,
at a meeting of its Board of Directors held on the _____ day of _____ 20____.

Secretary

SEAL of Corporation

**IMPORTANT
ALL YELLOW PAGES MUST BE FILLED OUT
OR BID MAY BE REJECTED**

AFFIDAVITS

Name and Address of Bidder:

The above named Bidder affirms and declares:

1. That said Bidder is of lawful age and the only one interested in this bid; and that no person, firm or corporation other than hereinabove named has any interest in this bid, or in the contract proposed to be entered into.
2. That this bid is made without any understanding, agreement, or connection with any other person, firm, or corporation making a bid for the same material, supplies, or equipment, and is in all respects fair and without collusion or fraud.
3. That said Bidder is not in arrears to the Owner upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the Owner or to any municipality or other political subdivision of the State of Maryland, or to any other governmental entity.
4. That he has carefully examined the site of the work; that from his own investigations, he has satisfied himself as to the nature and location of the work, the character, quality and quantity of existing materials, and all difficulties likely to be encountered, the kind and extent of equipment and other facilities needed for the performance of the work, general and local conditions, and all other items which may, in any way affect the work or its performance.
5. On acceptance of this proposal for said work, the undersigned does or do bind the bidder named herein to enter into written contract with the Owner and to comply with all other provisions as specified in the "Information for Bidders".
7. In default of the performance of any of the conditions required in making this bid, the bidder agrees that the certified check/bid bond/or other security which is herewith deposited with the Owner shall be retained by the Owner as liquidated damages for such default or fraud, otherwise the check/bond/ or other security will be returned to the successful bidder as noted in the "Information for Bidders".

**IMPORTANT
ALL YELLOW PAGES MUST BE FILLED OUT
OR BID MAY BE REJECTED**

AFFIDAVITS
(continued)

Legal Name of Person, Firm or Corporation making bid:

(Company Name)

By: _____

(Name and Title of person signing)

IMPORTANT
ALL YELLOW PAGES MUST BE FILLED OUT
OR BID MAY BE REJECTED

AFFIDAVITS
(Continued)

NOTES:

1. Where the bidder is a firm, the bid must be signed in the name of the firm by a member of the firm, who must sign his own name immediately thereunder, as A & B Company, by C.A. Partner.
2. Where bidder is a corporation, the bid must be signed in the name of the corporation by some duly authorized officer or agent thereof having knowledge of the matters stated in the bid, and such officer or agent shall also subscribe his own name, as: A B Company, by D.C., President, and the seal of the corporation must be affixed.
3. The bid must be sworn to by the person signing it, in one of the following forms:

ANNOTATED CODE OF MARYLAND

The bidder, in submitting his proposal, agrees that the provisions of the Annotated Code of Maryland, which is hereby incorporated herein by reference, applies to this contract, and that the parties expressly covenant and agree that they and this contract are fully subject to the provisions of the said laws, specifically:

1. All foreign corporations doing business within the State of Maryland are required to be registered with the State Department of Assessment and Taxation. In order to be eligible to contract with the City, compliance with this law is mandatory.
2. Bidders are required under Article 56, Section 180, Annotated Code of Maryland, to show evidence of possession of the license required by that section before the bid may be received and considered on a general or subcontract. The bidder shall place on the outside of the envelope containing his bid over his signature the following notation (with number inserted):

Registered Maryland Contractor No.: _____.

**IMPORTANT
ALL YELLOW PAGES MUST BE FILLED OUT
OR BID MAY BE REJECTED**

CONTRACT AGREEMENT

CITY OF LAUREL

P&R 2019-02

THIS AGREEMENT, entered into this _____ day of _____, 20____,
by the Mayor and City Council of Laurel, Maryland hereinafter referred to as "OWNER", acting
by and through the Mayor, City of Laurel, pursuant to the statute and _____
_____,
a corporation organized and existing under the laws of the State of Maryland, _____
_____,
a partnership consisting of a sole proprietor conducting business as _____
_____,
the location of whose principal office is _____
_____,
hereinafter called the "CONTRACTOR".

WITNESSETH, that the OWNER and the CONTRACTOR, for the consideration
hereinafter named, agree as follows:

CONTRACT AGREEMENT
(Continued)

ARTICLE 1 - WORK TO BE DONE.

The terms and provisions of this Article 1 shall hereinafter collectively be defined as "the Work".

The Contractor shall: (a) furnish all the materials, appliances, tools and labor of every kind required and construct and complete the Work In the most substantial and workmanlike manner, as shown in the plans and in accordance with the requirements of the Laurel City Code, Ordinance No. 1241, Roads and Sidewalks, the Prince George's County Department of Public Works and Transportation specifications entitled "General Specifications and Standards for Highway and Street Construction" dated April 1974 as revised March 1977 and subsequent addenda; and (b) do everything required by the "Contract Documents" as that term is defined herein.

ARTICLE 2 - CONTRACT DOCUMENTS.

The "Contract Documents" shall be deemed to include the Notice to Bidders, the Contractor's Proposal, this Contract Agreement, the Standard Specifications referred to above, the bid booklet, the plans, and addenda to specifications and/or amendments if the same are issued prior to the date of receipt of proposal, special specifications, and all provisions required by law to be inserted in the contract whether actually inserted or not. All terms and provisions of the contract documents are incorporated by reference into this contract agreement in their entirety as though fully repeated herein.

ARTICLE 3 - EXAMINATION OF DOCUMENTS AND SITE.

The Contractor certifies that before making the proposal the contractor carefully examined the Contract Documents, and has also inspected the site of the proposed work, as well as its surrounding territory, and is fully informed regarding all of the conditions affecting the work to be done and labor and materials to be furnished for the completion of this Contract, including the existence of poles, wires, pipes, ducts, conduits and other facilities and structures of municipal and other public service corporations on, over or under the site, and that this information was secured by the contractor's personal investigation and research and not from the estimates or records of the Owner, and that the contractor will make no claim against the Owner, by reason of estimates, tests or representations of any employee, officer or agent of the Owner. Verification of the location of utilities shall require the contractor to contact "Miss Utility" at 1-800-257-7777. The contractor must provide to the Owner, the "Miss Utility" ticket number prior to the Notice to Proceed. Contractor also certifies that he/it is familiar with all applicable Federal, State, County and City laws and ordinances as they apply to the work to be undertaken pursuant to this contract.

CONTRACT AGREEMENT
(Continued)

ARTICLE 4 - DATE OF START, PROGRESS AND COMPLETION.

Before any work is begun on this project, the contractor shall submit and obtain the Owner's approval of a "Schedule of Operations". The "Schedule of Operations" shall include the methods of operation and construction sequences to be followed and shall provide for the completion of the project within the time specified in Section 7 of the Information for Bidders.

The Contractor further agrees to begin the Work herein embraced within ten (10) days of the date hereof, unless the express written consent of the Owner is given to begin at a later date. The contractor shall diligently prosecute the work so that it shall be entirely completed and performed within the maximum number of calendar days indicated in Section 7 of the Information for Bidders (hereinafter "the Completion Date"), time being of the essence.

No extension beyond the Completion Date shall be effective without the express written consent of the Owner. Any such extension shall be for such time and upon such terms and conditions as shall be fixed by the Owner, which may include a charge for engineering and inspection expenses actually incurred upon the work. Notice of application for such extension shall be filed with the owner at least fifteen (15) days prior to the completion date.

ARTICLE 5 - ALTERATIONS AND OMISSIONS.

The Work shall be performed in compliance with the Contract Documents without any further expense of any nature whatsoever to the Owner other than the consideration specified in the Contract Documents.

The Owner reserves the right, at any time, during the progress of the work to alter the plans or omit any portion of the work as it may deem reasonable and necessary for the public interests; making allowances for additions and deductions at the prices named in the proposal, for this work without constituting grounds for any claim by the Contractor for allowances for damages or for any loss of anticipated profits, or for any variations between the approximate quantities and the actual quantities of the work as done.

ARTICLE 6 - NO COLLUSION OR FRAUD.

The Contractor hereby certifies that the only person or persons interested as principal or principals in the bid or proposal submitted by the Contractor for this Contract are named herein, and that no person other than those mentioned herein has any interest in the above mentioned proposal or in the securing of the award, and that this Contract has been secured without any connection with any person or persons other than those named, and that the proposal is in all respects fair and was prepared and the Contract was secured without Collusion or fraud, and that neither any officer nor employee of the Owner has or shall have a financial interest in the performance of the Contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof.

CONTRACT DOCUMENTS
(Continued)

ARTICLE 7 - NO ESTIMATE ON CONTRACTOR'S NON-COMPLIANCE.

It is further agreed that so long as any lawful or proper direction concerning the work or material, given by the Engineer/Architect or any other person authorized by the owner to give such direction shall remain uncomplied with, the Contractor shall not be entitled to have any estimate made for the purpose of payment, nor shall any estimate be rendered on account of work done or material furnished until such lawful or proper direction aforesaid has been fully and satisfactorily complied with.

ARTICLE 8 - MEASUREMENT AND PAYMENT OF ESTIMATES.

Lump Sum Items shall not be measured for payment but shall be paid for at the Contract lump sum bid for the item in the proposal, which price and payment shall constitute full compensation for all labor, equipment, materials and incidentals necessary to complete the item of work.

Unit Price Items - Measurement shall be made of the actual number of units of each item, in place, within the limits shown on the drawings. Payment shall be made at the unit price bid for each item, which price and payment shall be taken to include all labor, equipment, materials and incidentals necessary to complete the item as shown and specified.

On the faithful performance of the Work of the Contract and its acceptance by the Owner, the Owner hereby agrees to make payments to the Contractor, based upon the proposal made a part of this contract in the following manner, to wit; the Contractor, once each month, on such days as fixed by the Owner, shall make an estimate of the quantities of work done and of material which has actually been put In place in accordance with the terms and conditions of the contract, during the preceding month and compute the value thereof and submit to the Engineer/Architect for review and recommendation to the Owner for payment. The contractor shall submit payment request utilizing the Standard AIA Document G702 and G703.

The Owner shall pay to the Contractor all monies due as computed in said estimate, less 5% of the estimate as retainage, as completed and accepted in accordance with Laurel City Code, Ordinance No. 1241, Roads and Sidewalks, the Prince George's County General Specifications and Standards for Highway and Street Construction, Section 8, Subsections 8.05 through 8.09, City of Laurel Standard 1A, Combination Curb-and-Gutter, and City of Laurel Standard 5A, Residential Driveway Entrance.

If, however, the amount earned by the Contractor in any one month except the month in which the final estimate is rendered should be less than 5% of contract amount, or \$1,000.00, whichever is the lesser, no monthly estimate will be given for that month.

CONTRACT AGREEMENT
(Continued)

ARTICLE 9 - FINAL ACCEPTANCE OF WORK.

When in the opinion of the Engineer/Architect a Contractor has fully performed the work under the Contract, the Engineer/Architect shall recommend, to the Owner, the acceptance of the work so completed. If the owner accepts the recommendation of the Engineer/Architect, it shall thereupon notify the Contractor in writing of such acceptance (hereinafter "the Final Acceptance").

ARTICLE 10 - FINAL PAYMENT.

After the Final Acceptance, the Contractor shall prepare a final estimate of the work performed and the material placed, and shall compute the value of such work under and according to the terms of the Contract. This estimate shall be certified as to its correctness by the Engineer/Architect and shall be submitted to the Owner for approval. The right, however, is hereby reserved to the Owner to reject the whole or any portion of the final estimate, should the said certificate of the Engineer/Architect be found or known to be inconsistent with the terms of this the Contract Documents or otherwise improperly given. All certificates upon which partial payments may have been made being merely estimated shall be subject to correction in the final payment.

Within thirty (30) days after the final Engineer's/Architect's estimate is received by the Owner, the monies found to be due and owing to the Contractor shall be paid. As security for compliance with Article 11 and before final payment is made for the Work, the Contractor shall provide a maintenance bond or other security acceptable to the Owner for a period of one (1) year after the date of Final Acceptance, and any additional guarantees as outlined in the Specifications and other Contract Documents with a surety company or other guarantor acceptable to the Owner for 100% of the total amount of the Contract as shown on the Engineer's/Architect's final certificate. The form and all terms and provisions of the security shall be approved by the Owner.

ARTICLE 11 - CONTRACTOR'S GUARANTEE.

The Contractor hereby agrees to repair any imperfections that may arise in the Work and to maintain, in a manner satisfactory to the Owner, all of the Work for a period of one (1) year from the date of Final Acceptance. The Contractor also agrees to indemnify and save harmless the Owner, its officers, officials, employees, and agents from any injury done to property or persons as a direct or alleged result of imperfections in the work as more fully set forth in Article 18.

CONTRACT AGREEMENT
(Continued)

ARTICLE 12 - RIGHT TO STOP AND SUSPEND WORK.

It is further mutually agreed that, if at any time during the prosecution of the Work, the Owner shall determine that the Work is not being performed according to the Contract Documents, or for the best interests of the Owner, that the Owner may stop or suspend work under the Contract while it is in progress, and that the Owner shall thereupon cause the work to be completed in such manner as will be in accord with the Contract, plans and specifications and be in the best interest of the Owner. However, this right of Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of Contractor or any other party.

Whenever the Owner determines to stop or suspend the Work under the Contract, the Owner shall immediately send a written notice of such intent by mail to the Contractor at his address and to the sureties at their respective addresses and such written notice shall be sufficient notice of the Owner's action in the premises.

ARTICLE 13 - DETERMINATION AS TO VARIANCES.

In case of any ambiguity in the plans, specifications, or maps, or between any of them, the matter must be immediately submitted to the Engineer/Architect, who shall cause the same to be adjusted, and his decision in relation thereto shall be final and conclusive upon the parties.

ARTICLE 14 - REMOVAL OF REJECTED WORK AND MATERIAL.

The Contractor agrees that all work or material which may be rejected by the Engineer/Architect shall be at once removed from the site of the work by the Contractor at Contractor's own expense, and replaced by work or material satisfactory to the Engineer/Architect.

ARTICLE 15 - ASSIGNMENT; SUBCONTRACTS.

Except as may be provided elsewhere in the Contract Documents, the Contractor shall perform with its own organization and with the assistance of workmen under its immediate supervision; work of a value of not less than 50 percent of the total original value of the Contract.

CONTRACT AGREEMENT
(Continued)

ARTICLE 15 - ASSIGNMENT; SUBCONTRACTS (Continued).

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or of Contractor's right, title or interest in or to it, or any part thereof, or Contractor's power to execute it or assign, by power of attorney or otherwise, any of the monies due or to become due under this Contract unless the express written consent of the Owner shall first be obtained thereto, and giving of any such consent to a particular subcontract or assignment shall not dispense with the necessity of such consent to any further or other subcontracts or assignments.

Any subcontract entered into by the Contractor shall contain the following clause: "the contract shall be of no force and effect until the express written consent thereto is granted by the Owner".

Before entering into any subcontracts, the Contractor shall submit a written statement to the Engineer/Architect giving the name and address of the proposed subcontractor(s), the portion of the Work which any subcontractor is to perform and description of the materials which any subcontractor is to furnish, and shall also submit satisfactory evidence that the proposed subcontractor has the necessary facilities, skill, integrity, experience, and financial resources to perform the subcontracted portion of the Work in accordance with the terms and conditions of the Contract Documents. At the same time, the Contractor shall furnish the Engineer/Architect with a certificate of worker's compensation coverage of the employees of the proposed subcontractor which are in conformity with the requirements contained in the "Information to Bidders".

If the proposed subcontractor is approved, the Contractor shall promptly, upon request, file with the Owner a certified copy of the subcontract. The Owner may revoke approval of the subcontractor when, in its opinion, such subcontractor evidences an unwillingness or inability to perform the Work in strict accordance with the Contract Documents.

No assignment shall be approved unless the instrument of assignment contains a clause to the effect that the funds to be paid the assignee are subject to a prior lien for services rendered or materials supplies for the performance of the work in favor of all persons, firms, or corporations rendering such services or supplying such materials.

The Owner's approval of the subcontractor shall not relieve the Contractor of any responsibilities, duties, and liabilities pursuant to the Contract Documents. The Contractor shall be solely responsible to the Owner for the acts or default of all subcontractors and or such subcontractors, officers, agents and employees, each of whom shall for all purposes be deemed to be the agent or employee of the Contractor. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the Owner.

CONTRACT AGREEMENT
(Continued)

ARTICLE 15 - ASSIGNMENT; SUBCONTRACTS (Continued).

By written agreement, the Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Owner and Engineer/Architect. Said agreement shall preserve and protect the rights of the Owner and the Engineer/Architect pursuant to the Contract Documents with respect to that portion of the Work to be performed by the subcontractor so that the subcontracting thereof shall not prejudice such rights, and shall allow to the subcontractor, unless specifically provided otherwise in the contractor-subcontractor agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each subcontractor to enter into similar agreements with its subcontractors. The Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound, and shall identify to the subcontractor any terms and conditions of the proposed subcontract which may be a variance with the Contract Documents. Each subcontractor shall similarly make copies of the Contract Documents available to its subcontractors.

ARTICLE 16 - LABOR LAW.

The Contractor specifically agrees to conform to all laws and regulations applicable to the employment of labor at the site of the Work.

ARTICLE 17 - EXTENT OF OWNER LIABILITY.

The Contractor specifically agrees that the Contract shall be deemed executory only to the extent of the monies available, and no liability shall be incurred by the Owner beyond the monies available for the purpose.

ARTICLE 18 - INSURANCE.

The Contractor agrees to procure and maintain during the life of this Contract, insurance of the kinds, types, and limits required by the Owner as set forth in Section 8 of the "Information for Bidders" and shall otherwise comply with and be bound by all terms and provisions of that section.

CONTRACT AGREEMENT
(Continued)

ARTICLE 19 - INCREASE/DECREASE QUANTITIES.

In entering into this Contract, the Contractor agrees that the quantities of work as stated in the Notice to Bidders, or indicated on the plans or in the specifications, are only approximate and, that during the progress of the Work the Owner may find it advisable and it shall have the right to omit portions of the work and to increase or decrease the quantities and that the Owner reserves the right to add or to take from the amount of work up to a limit of 25% of the total amount of the Contract based upon the said estimated quantities. The Contractor shall and will at no time make claim for anticipated profit or loss of profits, because of any difference between the quantities of the various classes of work actually done, or of the material actually furnished and the said estimated quantities. The Contractor further agrees to accept the aforesaid unit bid prices as compensation for any additions or deductions caused by a variation in quantities due to more accurate measurements, and for use in the computation of the value of the work performed for monthly estimates.

ARTICLE 20 - ADDITIONS - DEDUCTIONS - DEVIATIONS.

The Contractor, in entering into this Contract, understands that the Owner reserves the right to modify the same with respect to the arrangement, character, alignment, grade, or size of the work or appurtenances whenever in its opinion, it shall deem it necessary or advisable to do so. The Contractor shall accept such modifications when ordered in writing by the Owner through the Engineer/Architect and the same shall not violate or void this Contract. The Contractor further agrees that at any time during the progress of the Work when the Owner adds, alters or deducts portions of the Work he shall perform such work and accept compensation in accordance with the Standard Specifications and the Proposal. Any such modifications so made shall not, however, subject the Contractor to increased expense without equitable compensation, which shall be determined by the Owner. If such modifications, or any part thereof, result in a decrease in the cost of work involved, an equitable deduction from the Contract price, to be determined by the Owner, shall be made. The Owner's determination of any such additional compensation or of any such deduction shall be based upon bids submitted and accepted. In any event no modifications in the Work shown on the plans and described in the specifications shall be made, unless the nature and extent thereof has first been certified by the Owner in writing and sent to the Contractor.

CONTRACT AGREEMENT
(Continued)

ARTICLE 21 - EQUAL OPPORTUNITY.

1. Employment Practices:

During the performance of this Contract, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoffs or terminations; rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Department of Labor setting forth the provisions of this non-discrimination clause.
- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.

2. During the performance of this Contract for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

- (a) Non-discrimination: The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurements or materials and leases of equipment.
- (b) Solicitations: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to non-discrimination on the ground of race, color or national origin.

CONTRACT AGREEMENT
(Continued)

ARTICLE 21 - EQUAL OPPORTUNITY (continued).

- (c) Information and Reports: The Contractor will provide all information and reports required by applicable regulations, or orders and instructions issued pursuant hereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the concerned departments to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Labor Department, and the Federal Government as appropriate, and shall set forth what efforts it has made to obtain the information.

3. Enforcement:

- (a) In the event of the Contractor's non-compliance with the non-discrimination clauses of this Contract or with any such rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally assisted contracts in accordance with established procedures.
- (b) If Federal and/or State Funds are utilized in this Contract, Section GP-7.20, Non-discrimination, of the Maryland Department of Transportation SHA Standard Specifications for Construction and Materials (January 1982) shall apply and are hereby made a part of this contract by reference.

ARTICLE 22 - BORROW PITS AND WASTE AREAS.

Prior to commencing any off-site grading operations, the contractor shall make application for and secure a permit from the Prince George's County Department of Inspections and Permits for the operation and grading of any and all borrow pits or waste areas situated in Prince George's County that will be used in conjunction with this project. The permit shall include, but not be limited to, the approval of the Prince George's Soil Conservation District.

In the event that the Contractor utilized borrow pits or waste areas located outside of Prince George's County, the location of such sites shall be designated at the time of contract award and the Contractor shall be held solely responsible for complying with the applicable laws and regulations of such other County or political jurisdiction.

Failure to obtain a permit shall not be a basis for authorized delay or extra payment.

CONTRACT AGREEMENT
(Continued)

ARTICLE 23 - SAFETY REGULATIONS.

The Contractor's attention is directed to the provisions of Article 89, Sections 28 through 49D, inclusive, of the Annotated Code of Maryland, 1987 Replacement Volume, as amended, and the regulations pertaining to excavation work which has been adopted and promulgated by the Division of Industrial Safety of the Commission of Labor and Industry pursuant to the cited law. The Contractor shall be responsible for the performance of work in compliance with those rules and regulations of the Commission of Labor and Industry. The provisions of the General Provisions of these Specifications requiring strict compliance with the laws, rules and regulations of governmental authorities specifically include the State Safety Code of the Commission of Labor and Industry. The Contractor is required to notify the Department of Labor and Industry and the Office of the State's Attorney of the County in which the excavation under the Contract is to be performed before he commences such excavation under said Contract.

Where feasible, such notice shall be given in writing at least five (5) days in advance of commencement of excavation, otherwise notification must be given at least 24 hours in advance except in case of emergency where such notice shall be given as promptly as possible after the commencement of any excavation.

ARTICLE 24 - DEFAULT.

Should Contractor default in the performance of any provision of this contract and such default is not cured within fifteen days (15) days of written notice of such default from the City, the City may terminate this contract in its sole discretion, rebid or contract with another contractor to complete the work which was not acceptable or not completed. Contractor shall be liable to the City for any additional costs involved with rebidding, contracting and completion/repair of all work under this contract including but not limited to the above as well as costs and fees (including reasonable attorneys fees).

ARTICLE 25 - SUCCESSORS AND ASSIGNS.

This Agreement shall bind the successors, assigns and representatives of the parties hereto.

CONTRACT AGREEMENT
(Continued)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, and such of them as are corporations have caused these presents to be signed by the duly authorized officers.

ATTEST:

MAYOR AND CITY COUNCIL OF LAUREL

BY _____
Craig A. Moe, Mayor

ATTEST:

CONTRACTOR

BY _____

TITLE _____

APPROVED FOR LEGAL SUFFICIENCY:

Lawrence N. Taub, City Solicitor

DATE

CONTRACT AGREEMENT

(Continued)

STATE OF MARYLAND

)

) SS:

COUNTY OF PRINCE GEORGE'S

)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A PARTNERSHIP

On this _____ day of _____, 20____, before me personally
came _____,

to me known, and known to me to be one of the members of the firm of _____

_____ ,
described in and who executed the foregoing instrument and he/she acknowledged to me that
he/she subscribed the name of said firm for the purpose therein mentioned.

NOTARY PUBLIC

My Commission Expires:

_____, 20_____

CONTRACT AGREEMENT
(Continued)

STATE OF MARYLAND)
) SS:
COUNTY OF PRINCE GEORGE'S)

ACKNOWLEDGEMENT OF CONTRACTOR, IF AN INDIVIDUAL

On this _____ day of _____, 20____, before me personally
came _____,
to me known, and known to me to be the person described in and who executed the foregoing
instrument and acknowledged that he/she executed the same.

NOTARY PUBLIC

My Commission Expires:

_____, 20_____

CONTRACTOR'S LABOR AND MATERIAL AFFIDAVIT

Before final acceptance will be made of the Contract, the following affidavit must be executed and transmitted to the Owner.

STATE OF MARYLAND)
) SS:
COUNTY OF PRINCE GEORGE'S)

_____, being first duly sworn, deposes and says:

All Labor and Material Bills pertaining to the Contract entitled 7705 Roof Replacement, dated

_____, 20____ have been duly paid.

(name of firm)

BY:

(Person authorized to sign bid)

(Typed name and title)

(Address)

SUBSCRIBED AND SWORN TO,

Before me, this _____ day of _____, 20____,

NOTARY PUBLIC

My Commission Expires:

_____, 20____

CERTIFICATE OF GUARANTEE

I, the undersigned Contractor, do hereby agree to repair any imperfection that may arise and to maintain, in a manner satisfactory to the Owner, all of my work for a period of two years from the date of Final Acceptance of the Work. I also agree to indemnify and save harmless the Owner, its officers, and agents from any injury done to property or persons as a direct or alleged result of imperfections in my work as more fully set forth in Article 11.

BY _____

DATE _____

TITLE _____

GENERAL CONDITIONS

1. SCOPE

The work under each contract includes all labor, materials, equipment and appurtenances required for the complete construction of all items of work necessary or required to make the installation complete and correct in every respect and guaranteed to be substantial, safe, and ready for regular operation and use by the Owner. Only new materials will be acceptable for use on the projects.

2. GENERAL

All materials and workmanship shall be of the best quality and shall be subject to the approval of the Owner. No deviation from the provisions of the detailed specifications shall be made without written approval of the Owner.

Whenever the words, Owners, Inspector, Engineer, Superintendent, et. al., appear in these documents, they shall mean the City of Laurel or its authorized agents.

Weekly progress meetings are required between the City, its agents and the Contractor. Time and place to be determined by the City at the preconstruction meeting.

3. LAWS AND REGULATIONS

The Contractor shall comply with all Municipal, County, State, and Federal Laws and Ordinances and also those of the local utility companies having jurisdiction.

If electrical work is required, the electrical work shall be installed in strict accordance with the requirements of the National Electric Code, the utility company, and all other authorities having jurisdiction at the time of the execution of the electrical work herein required, including all necessary Fire Underwriter's inspections and approvals.

If a building is to be constructed all building Contractors shall conform to the local building codes.

4. WORK SCHEDULE

The Contractor shall at the execution of the Contract, notify the Engineer in writing of the names of Subcontractors proposed for the principal parts of the work and for such others as the Engineer may direct and shall not employ any that the Engineer may, within a reasonable time object to as incompetent or unfit.

Before starting work, the Contractor shall submit to the Owner for approval an outline of its proposed methods and manner of executing the work including the sequences of operation and a time schedule of performing them. The Engineer reserves the right to direct the Contractor at which points to begin work. The Contractor shall confine its operations to 5 eight hour normal working days unless the Contractor has the written permission of the Owner to do otherwise, at no additional costs to the Owner.

GENERAL CONDITIONS

(Continued)

4. WORK SCHEDULE (Continued)

In the event that the Contractor is working on more than one Laurel contract simultaneously, he shall use entirely separate crews for each contract. This shall include Superintendents, foremen and associated construction personnel and related equipment.

5. UNSATISFACTORY PROGRESS - CONTRACT CANCELLATION

If the Contractor does not properly man the job with the proper personnel and construction equipment in sufficient number so as to maintain a reasonable construction rate each and every working day until work is complete, the Owner or their agent shall so notify the Contractor. Thereafter, if Contractor still fails to meet rate of construction requirements or place work in accordance with these specifications, this shall be sufficient cause for the cancellation of this Contract at date of such default. This decision is the sole discretion of the Owner. Ten days after written notice of contract cancellation shall represent approval for the Owner to contact the next lowest responsible bidder to complete the work. All increased costs are to be defrayed by said Contractor, and/or the Contractor's bonding company.

6. SURVEY

Horizontal and vertical control for the project are shown on the drawings. The Contractor shall perform all stakeout survey work necessary to insure that structure locations, elevations, pipe invert elevations, pavement grades, etc., are installed as shown on the plans. The contractor will be responsible for all layout work.

On projects where profiles will be utilized for street regrading, curb and gutter installation, drainage pipes, sidewalk, etc., the Contractor shall place and maintain grade stakes at a maximum interval of fifty (50) feet. This interval may be decreased if directed by the Engineer.

Where pavement restoration work is required, the Contractor's survey crews shall also provide grade stakes along gutter lines at a maximum interval of 50 feet which will insure the placement of trench pavement at:

- (a) A constant grade into catch basins.
- (b) Minimum cross slope of 1/4 inch per foot from the pavement saw cut line to the gutter line where applicable.

Any ponding or puddling along the new paving will be unacceptable. The cost of all survey work to be performed by the Contractor shall be included in the unit prices bid for various items of the Contract.

GENERAL CONDITIONS

(Continued)

7. FIRE HYDRANTS

All hydrants within or adjacent to the construction limits shall be kept and maintained readily accessible to fire apparatus at all times. No obstruction shall be placed within 15 feet of any such hydrant.

8. NECESSARY DETAILS NOT SPECIFICALLY MENTIONED

All work called for in the specifications and not shown on the plans, or shown on the plans and not called for in the specifications, shall be furnished and executed by the Contractor as if designated in both these ways and should any work or materials be required which is not denoted on the plans and specifications either directly or indirectly, but which is, nevertheless, necessary for the proper carrying out of the intent thereof, it is understood and agreed that the same is implied and required and the Contractor shall perform such work and furnish such materials as fully as if they were completely delineated and described.

9. NEATNESS

As the work progresses, all rubbish, refuse, and unused materials and tools shall be removed from the site and all work on completion shall be left in a neat and orderly condition ready for use.

Upon work completion, all work areas shall be carefully cleaned up and all excess materials shall be removed from the site by the Contractor, as directed.

10. INSPECTION OF WORK

All work shall be subject to continuous inspection by the Owner. The Contractor shall perform any work requested and required for this inspection and shall make all work accessible to the Owner at all times.

The work of the Inspector will not include any supervisory duties. Supervisory duties will remain the sole responsibility of the Contractor at all times. The inspector shall not be responsible for insuring the Contractor follows all applicable safety regulations. This responsibility remains the sole responsibility of the Contractor.

The Contractor shall be responsible for carrying out the provisions of the contract at all times, regardless whether an authorized inspector is present or not.

It shall be solely the responsibility of the Contractor to see that the plans and specifications are being followed. Failure of the Owner to immediately reject any unsatisfactory materials or workmanship or to notify the Contractor of any deviation from the specifications shall not relieve the Contractor of the responsibility to replace unsatisfactory work.

GENERAL CONDITIONS

(Continued)

10. INSPECTION OF WORK (continued)

Any material or finished work which, in the opinion of the Owner, does not comply with these specifications shall be removed by the Contractor and replaced at the Contractor's own cost and expense.

11. SANITARY PROVISIONS

Sanitary conveniences for the use of all persons employed on the work shall be provided and maintained by the Contractor in sufficient manner, in such manner, and at such places as shown be approved. The Contractor shall vigorously prohibit the committing of nuisances at the site of the work. Any employee found violating these provisions shall be discharged and not again employed. Such sanitary conveniences shall be constructed in compliances with all laws, ordinances, or regulations governing the same.

12. UTILITIES

Any utilities encountered during the work shall be maintained and protected in their existing location unless otherwise provided. The Contractor shall cooperate in every way with the owning companies or agencies to make it possible for them to provide uninterrupted service. The contractor shall contact Miss Utility (1-800-257-7777) at least 2 days prior to construction to allow for marking of existing utilities.

Excavations shall not be started until all gas mains, water mains, and other service mains have been located and flagged by a utility inspector or Engineer. A gas inspector shall be present on this project at all times whenever excavations are in close proximity to gas mains and/or service lines.

Any existing utilities, including individual house services, in the way of proposed construction, shall be readjusted by the supplying utility company; except where the utility is publicly owned. The Engineer shall, whenever possible, allow for minor field adjustments in order to expedite the Contract and to prevent unnecessary hardship and expense to any utility company. The Contractor shall notify the utility companies sufficiently in advance of construction to permit ample time to do such work as necessary to provide clearance for the proposed construction.

All known private or public utility lines within or adjacent to the Contract are shown in their approximate existing locations on the plans. The Contractor is, however, cautioned that these locations shown are not guaranteed nor is there any guarantee to the Contractor that all lines actually in existence within the Contract limits have been shown on the plans. The Contractor shall satisfy itself as to the exact locations and extent of all utilities that may be encountered in the work.

GENERAL CONDITIONS

(Continued)

13. PROTECTION OF WORK AND PROPERTY

The Contractor shall at all times safely guard the public against, and the Owner's property from injury or loss in connection with the Contract. He shall at all times safely guard and protect the public, his own work and that of adjacent property from damage, loss or injury. All passageways, guard fences, lights, and other facilities required for protection by all authorities or local conditions must be provided and maintained.

It is further understood and agreed that loss or damage arising out of the nature of the work to be done under this Contract or from any unforeseen obstruction or difficulties which may be encountered in the performance of the same or from the action of the elements, public or from encumbrances on the line of work or from any injury done in consequence of acts or omissions on the part of the Contractor, Subcontractor, their employees, or agents in carrying out any of the provisions or requirements of this Contract shall be borne and assumed by the Contractor.

14. NO WAIVER OF LEGAL RIGHTS

The Owner shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment, therefore, from showing the true amount and character of the work performed and materials furnished by the Contractor, nor from showing that any such measurement, estimate or certificate is untrue or incorrectly made nor that the work or materials do not, in fact, conform to the Contract. The Owner shall not be precluded or estopped notwithstanding any such measurement, estimate or certificate any payment in accordance therewith, from recovering from the Contractor or its sureties, or both, such damages as it may sustain by reason of its failure to comply with the terms of the Contract. Neither the acceptance by the Engineer, or any other representative of the Owner, nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Owner shall operate as a waiver to any portion of the Contract or any power herein reserved, or of any right to damages.

15. SUBSURFACE CONDITIONS - DEWATERING

The Contractor is particularly reminded of the possible encountering of groundwater and unsuitable material during the construction operations.

All excavation for structures and pipe laying must be kept free of water. Sufficient pumps or pumping machinery must be provided and maintained in working order by the Contractor. The cost of dewatering shall be included in the appropriate items. No additional compensation will be paid separately for this work.

GENERAL CONDITIONS

(Continued)

16. FINAL ACCEPTANCE OF WORK

When the Contractor is of the opinion that the project is ready for final inspection, and the Engineer concurs, the Contractor shall request of the Engineer, in writing, that this final inspection be made. The Engineer and the Owner shall then inspect the site and within approximately 3 weeks shall provide in writing to the Contractor a final "punch list", if required. In the event that punch list repairs are required, the Contractor will complete this work in a diligent manner acceptable to the Engineer.

In no punch list is required, or upon the satisfactory completion of this work, the Engineer shall recommend to the Owner's acceptance of the Engineer's recommendation, and receipt of signed labor and material affidavit, the Owner shall, by letter, notify the Contractor of such final acceptance.

The Engineer shall then proceed with the preparation of the estimate for final payment in accordance with the Contract Agreement.

17. NOTIFICATION OF HOME OWNERS

The Contractor shall be responsible for notifying, in writing, or verbally, as directed by the Engineer, all affected residents and commercial establishments adjacent to or in the vicinity of the work areas, one day prior to commencement of work. Access to driveways shall be maintained as long as practicable but in no instance shall reasonable access be denied to residents longer than 24 consecutive hours. Access must be provided for emergency vehicles at all times.

18. STOCKPILED MATERIAL IN ROADWAYS

Material is not to be stockpiled on roadway surfaces over night. Excavation from any operations, by the Contractor, may be stored on pavement only during working hours provided that satisfactory traffic flows may be maintained as well as access to private properties. Where existing road widths prohibit or interrupt traffic when stockpiles are so placed, said material shall be relocated or approved detour plans implemented to maintain traffic. The cost of this work shall be included in the Maintenance and Protection of Traffic Item.

GENERAL CONDITIONS

(Continued)

19. SHOP DRAWINGS, PRODUCT DATA, SAMPLES

I. Shop Drawings

1. Shop drawings as specified in individual work section include, but are not necessarily limited to custom-prepared data such as fabrication and erection/installation drawings. Scheduled information, setting diagrams, actual shop work manufacturing instruction, custom templates, special wiring diagrams, coordination drawings, individual system or equipment inspection and test reports including performance curves and certifications, as applicable to the work.
2. All shop drawings submitted by contractors for approval shall be sent directly to the Contractor for preliminary checking. The Contractor shall be responsible for their submissions at the proper time so as to prevent delays in delivery of materials.
3. The Contractor shall check all subcontractor's shop drawings regarding measurements, size of members, materials, and details to satisfy himself that they conform to the intent of the Drawings and Specifications. Drawings found to be inaccurate or otherwise in error shall be returned to the subcontractors for correction before submission thereof.
4. All details on shop drawings submitted for approval shall show clearly the relation of the various parts to the main members and lines of the structure, and where correct fabrication of the work depends upon field measurements, such measurements shall be made and noted on the drawings before being submitted for approval.

II. Product Data

1. Product data is specified in individual section include, but are not necessarily limited to, standard prepared data for manufacturing projects (sometimes referred to as catalog data), such as the manufacturer's product specification and installation instruction, availability of colors and patterns, manufacturer's printed statements of compliances and applicability, rough-in diagrams and templates, catalog cuts, product photographs, standard wiring diagrams, printed performance curves and operational-range diagrams, production or quality control inspection and test reports and certifications, mill reports, product operating and maintenance instructions and recommended spare-parts listing, and printed product warranties, as applicable to the work.

GENERAL CONDITIONS

(Continued)

19. SHOP DRAWINGS, PRODUCT DATA, SAMPLES (continued)

III. Samples

1. Samples specified in individual sections include, but are necessarily limited to, physical examples of the work such as section of manufactured or fabricated work, small cuts of containers of materials, complete units of repetitively-used products, color/texture/pattern swatches and range sets, specimens for coordination of visual effect, graphic symbols, and units of work to be used by the Architect.

IV. Contractor's Responsibilities

1. The Contractor shall review shop drawings, product data and samples prior to submission to determine and verify the following:
 - a. Field measurements
 - b. Field construction criteria
 - c. Catalog numbers and similar data
 - d. Conformance with Specifications
2. Each shop drawing, working drawings, sample and catalog data submitted by the Contractor shall have affixed to it the following Certification Statement, signed by the Contractor: "Certification Statement: by this submittal, I hereby represent that I have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data and I have checked and coordinated each item with other applicable approved shop drawings and all Contract requirements". Materials which are submitted which are not so reviewed and certified by the Contractor will be returned to the Contractor unreviewed.
3. Notify the Engineer in writing, at the time of submittal, of any deviations in the submittals from the requirements of the Contract Documents.
4. The review and approval of shop drawings, samples of catalog data by the Engineer shall not relieve the Contractor from his responsibility with regard to the fulfillment of the terms of the Contract. All risks of error and omission are assumed by the Contractor and the Architect will have no responsibility, therefore.

GENERAL CONDITIONS

(Continued)

19. SHOP DRAWINGS, PRODUCT DATA, SAMPLES (Continued)

IV. Contractor's Responsibilities (continued)

5. No portion of the work requiring a shop drawing, working drawing, sample, or catalog data shall not be started nor shall any materials be fabricated or installed prior to the approval or qualified approval of such item. Fabrication performed, materials, purchased or on-site construction accomplished which does not conform to approved shop drawings and data shall be at the Contractor's risk. The Owner will not be liable for any expense or delay due to corrections or remedies required to accomplish conformity.
6. Project work, materials, fabrication and installation shall conform with approved shop drawings, working drawings, applicable samples, and catalog data.

V. Submission Requirements

1. Make submittals promptly in accordance with the approved schedule, and in such sequence as to cause no delay in the work or in the work of any other Contractor.
2. Number of submittals required:
 - a. Shop Drawings: Seven copies to the Engineer for such submission.
 - b. Product Data: Submit seven copies of opaque manufacturer's cut and data sheets clearly marking all applicable data to the Engineer.
 - c. Samples: Submit the number stated in the respective Specifications Sections.
3. Submittals shall contain:
 - a. The data of submission and the dates of any previous submissions.
 - b. The Project title and number.
 - c. Contractor identification.
 - c. The names of:
 1. Contractor
 2. Supplier
 3. Manufacturer
 - e. Identifications of the product, with the specification section number.

GENERAL CONDITIONS
(Continued)

19. SHOP DRAWINGS, PRODUCT DATA, SAMPLES (Continued)

3. Submittals shall contain (continued):
 - f. Field dimensions, clearly identified as such.
 - g. Relation to adjacent or critical features of the work or materials.
 - h. Applicable standards, such as ASTM or State Standard Specifications.
 - i. Identification of deviations from Contract Documents..
 - j. Identification of revisions on resubmittals.
 - k. An 8-in. x 3-in. blank space for Contractor and Engineer stamps.
4. Address all submissions to:

City of Laurel Department of Parks and Recreation
8103 Sandy Spring Road
Laurel, MD 20707

Attn: Bill Bailey, Assistant Director
5. Shop drawings or samples shall be submitted for any items noted in the specification.

VI. Resubmission Requirements

1. Copies of marked-up submissions will be returned to the Contractor by the Engineer following the Engineer's review. The Contractor shall allow a minimum of 15 days for the review process.
2. Make any corrections or changes in the submittals required by the Engineer and resubmit until approved. Resubmission procedure shall be specified in Submission Requirements of this section.

GENERAL CONDITIONS
(Continued)

19. SHOP DRAWINGS, PRODUCT DATA, SAMPLES (Continued)

3. Shop Drawings and Product Data:

- a. Revise initial drawings or data, and resubmit as specified for the initial submittal for final review and approval.
- b. Indicate any changes which have been made other than those requested by the Engineer's.

4. Samples: Submit new samples as required for initial submittal.

VII. General Procedures for Submittals

Coordination of Submittal Times:

Prepare and transmit each submittal sufficiently in advance of performing the related work or other applicable activities, or within the time specified in the individual work section, of the Specifications, so that the installation will not be delayed by processing times including disapproval and resubmittal (if required), coordination with other submittals, testing, purchasing, fabrication, delivery and similar sequenced activities. No extension of time will be authorized because of the contractor's failure to transmit submittals sufficiently in advance of the work.

VIII. Distribution

Submit five copies of approved shop drawings and copies of approved product data and samples to the Engineer.