

TERMINAL BUILDING ROOF REPAIRS

BID NO. PUR - 1637



**HAGERSTOWN REGIONAL AIRPORT – HAGERSTOWN, MD
18434 SHOWALTER ROAD
HAGERSTOWN, MD, 21742**

Prepared For:

**THE BOARD OF COUNTY COMMISSIONERS OF
WASHINGTON COUNTY
MARYLAND**

Prepared By:



**AIRPORT DESIGN CONSULTANTS, INC
6031 UNIVERSITY BLVD SUITE 330
ELLCOTT CITY, MD 21043**

DECEMBER 2023

BID DOCUMENTS

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**BID NO. PUR-1637
INVITATION TO BID
ISSUED ON BEHALF OF
THE BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND
BY
THE WASHINGTON COUNTY PURCHASING DEPARTMENT
100 WEST WASHINGTON STREET, SUITE 3200
HAGERSTOWN, MD 21740
PHONE: 240-313-2330 / FAX: 240-313-2331**

DATE ISSUED: December 19, 2023

**HAGERSTOWN REGIONAL AIRPORT
TERMINAL BUILDING ROOF REPAIRS**

**PRE-BID CONFERENCE/
TELECONFERENCE DATE/
TIME AND LOCATION:**

Wednesday, January 10, 2023 at 10:30 A.M., (EDT/EST)
Hagerstown Regional Airport
ARFF Conference Room
18434 Showalter Road
Hagerstown, MD 21742

DEADLINE FOR QUESTIONS: No later than **4:00 P.M. (EDT/EST), Wednesday, January 17, 2023**

SUBMIT BIDS TO:

Washington County Purchasing Department
Washington County Administration Complex
100 West Washington Street
Third Floor, Suite 3200
Hagerstown, MD 21740

**BID SUBMISSION DEADLINE
AND BID OPENING TIME:**

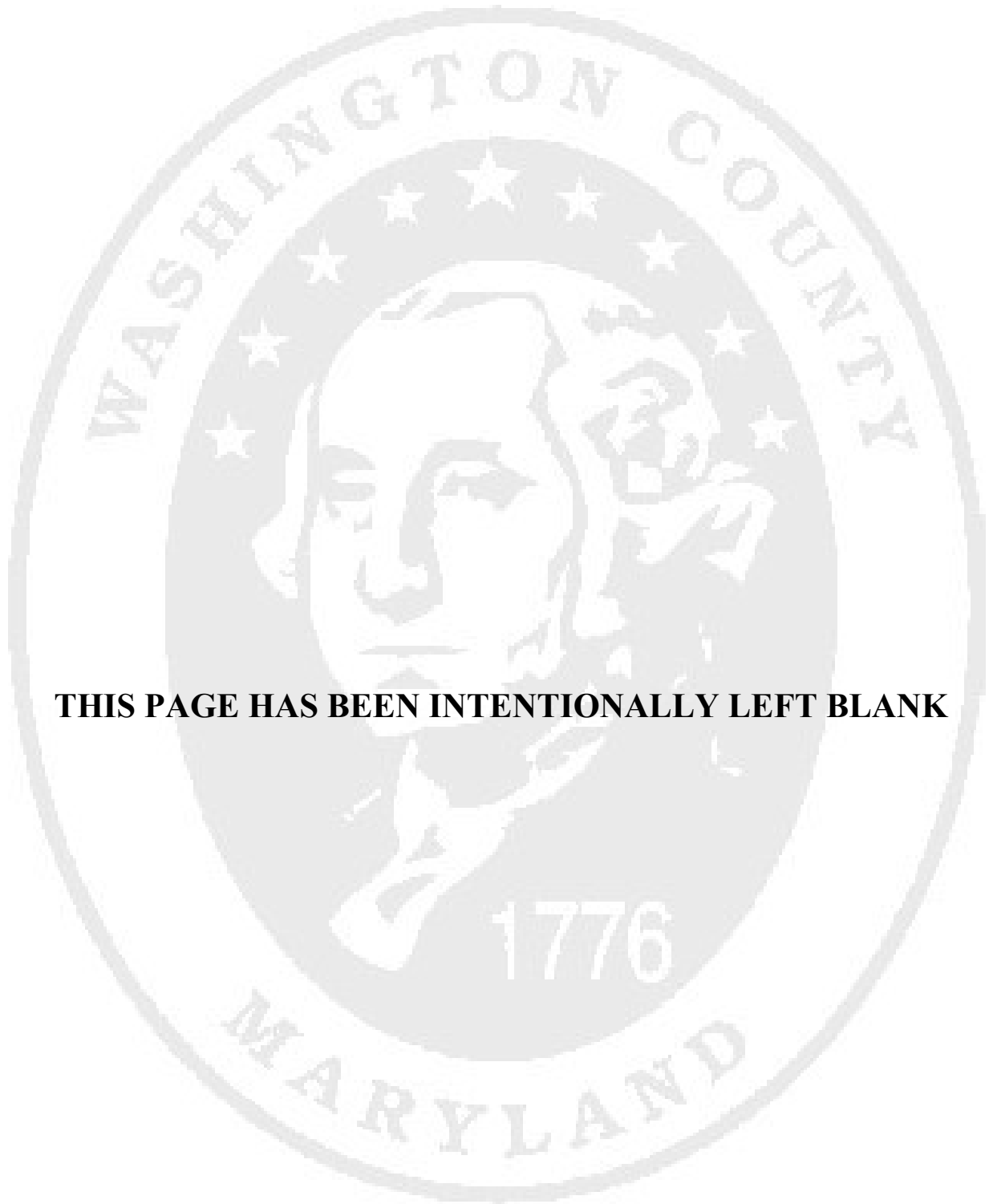
No later than **2:00 P.M., (EST), Wednesday, January 31, 2023**

BID OPENING LOCATION:

Washington County Administration Complex
100 West Washington Street
Third Floor, Suite 3200
Hagerstown, MD 21740

If indicated below (✓) and not waived by the County, Bidders shall be required to provide the following:

- A Bid Bond, in the amount of five (5%) percent of the bid on a bid of \$100,000 or more for construction contracts. See "Bid Bonds – Section 2" of the General Conditions and Instructions to Bidders.
- A Performance Bond for a bid award of \$100,000 or more on construction contracts. See "Bid Bonds – Section 2" of the General Conditions and Instructions to Bidders.
- A Labor and Material Bond for a bid award of \$100,000 or more on construction contracts. See "Bid Bonds – Section 2" of the General Conditions and Instructions to Bidders.



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PUR-1637
TERMINAL BUILDING ROOF REPAIRS AT
HAGERSTOWN REGIONAL AIRPORT

INVITATION TO BID

The Board of County Commissioners of Washington County, Maryland will accept sealed bids for **TERMINAL BUILDING ROOF REPAIRS** at Hagerstown Regional Airport. The scope of work includes but is not limited to repairs to the original terminal building roof. Bid documents are available immediately from the Washington County website by accessing: <https://www.washco-md.net/purchasing-department/purch-open-invites/>, for assistance you may contact the Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, MD 21740. **Direct all inquiries to Rick F. Curry, CPPO, at telephone 240-313-2330 or fax 240-313-2331.**

All bids must be enclosed in a sealed opaque envelope marked **“SEALED BID – (PUR-1637) TERMINAL BUILDING ROOF REPAIRS”** with the firm’s name and address clearly marked on the outside of the envelope, and be received and time stamped by the Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland, 21740, no later than **2:00 P.M. (EDT/EST), Wednesday, January 31, 2024** after which time they will be publicly opened in the Washington County Administration Complex, 100 West Washington Street, Third Floor, Conference Room 3000, Hagerstown, MD 21740. All interested parties are invited to be present. *Facsimile Bids or any electronic bid submission will not be accepted.*

A Pre-Bid Conference/Teleconference will be held on **Wednesday, January 10, 2024 at 10:30 AM (EDT/EST)** in the Hagerstown Regional Airport, ARFF Conference Room, 18434 Showalter Road, Hagerstown, Maryland. All interested bidders are requested to be present. Attendance is not mandatory but is strongly encouraged. Individuals requiring special accommodations are requested to contact the undersigned at 240-313-2330 Voice, TTY Dial 711 to make arrangements no later than seven (7) calendar days prior to the Pre-Bid Conference/Teleconference and/or Bid Opening. **All interested bidders wishing to take part via teleconference shall call 240-313-2330 prior to the teleconference to receive instructions.**

NOTE: All Bidders must enter the Washington County Administrative Complex through either the front door at the 100 West Washington Street entrance or through the rear entrance (w/blue canopy roof) which is handicap accessible and must use the elevator to access the Purchasing Department to submit their bid and/or to attend the Pre-Bid Conference. Alternate routes are controlled by a door access system. The general public will be subject to wand search and will be required to remove any unauthorized items from the building prior to entry. Prohibited items include but are not limited to: Weapons of any type; Firearms, ammunition and explosive devices;

Cutting instruments of any type – including knives, scissors, box cutters, work tools, knitting needles, or anything with a cutting edge, etc.; Pepper spray, mace, or any other chemical defense sprays; and Illegal substances.

Bid Security in the form of a Cashier’s Check, Certified Check, or Bid Bond payable to the Board of County Commissioners of Washington County Maryland, in an amount equal to five percent (5%) of the Bid Price, shall be submitted by each bidding Contractor for construction bids of \$100,000 or more. The successful bidder is required to furnish satisfactory Payment and Performance Bonds for the full amount of the Contract. Bids shall be properly and completely executed on bid forms provided with the bid documents in accordance with the “Information for Bidders”. All work shall conform to the drawings and specifications. The contractor shall use the Form of Proposal and Schedule of Prices forms from the Bid Documents to submit their pricing.

The Board of County Commissioners of Washington County, Maryland, reserves the right to accept or reject any or all bids and to waive formalities, informalities and technicalities therein. The Board reserves the right to contact a Bidder for clarifications and may, at its sole discretion, allow a Bidder to correct any and all formalities, informalities and technicalities in the best interest of Washington County.

By Authority of:

Rick Curry, CPPO
Director of Purchasing

**SECTION 1
BID DOCUMENTS**

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

INTRODUCTION

The general rules and conditions which follow, along with all other documents consisting of this “Bid Document,” apply to all purchases and become a definite part of each formal invitation to bid, purchase order, contract, or other award issued by the Washington County’s Director of Purchasing (hereinafter “Director of Purchasing”), unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the Bidder’s own risk and they cannot secure relief on the plea of error. Bidders are advised that all costs related to preparing and/or submitting a Bid or Proposal shall be borne by the Bidder.

Satisfactory evidence of authority to bind the firm by the person signing the Bid when submitted by partnerships or corporations may be requested by the County prior to making any award. Anyone signing a Bid as an agent shall include evidence of his/her authority to do so.

Subject to Maryland State and Washington County, Maryland (hereinafter “County”) laws and all rules, regulations and limitations imposed by legislation of the Federal Government, bids on all advertisements and invitations issued by the Washington County Purchasing Department shall bind bidders to applicable conditions and requirements set forth herein unless otherwise specified in the Invitation to Bid. Should there be a conflict in laws between states, State of Maryland law shall prevail.

Should there be a conflict between the general bid conditions and the supplemental bid conditions (if any), the supplemental bid conditions shall prevail.

GENERAL CONDITIONS OF BIDDING

1. **Bids Binding for Ninety (90) Days:** Unless otherwise specified all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless the bidder, upon request of the Purchasing Director, agrees to an extension.
2. **Bids for All or Part:** Unless otherwise specified by the County or by the Bidder, the County reserves the right to make award on all items, or on any of the items according to the best interests of the County. Bidder may restrict his/her bid to consideration in the aggregate by so stating, but should name a unit price on each item bid upon; any bid in which the bidder names a total price for all the articles without quoting a price on each and every separate item, may be rejected at the option of the County.
3. **Catalogs:** Each Bidder shall submit where necessary or when requested by the Purchasing Director, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, finishes and the like necessary to fully describe the materials or work they propose to furnish.

4. **Collusive Bidding:** The Bidder certifies that his/her bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same project, without unlawful prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
5. **Competency of Bidder:** No proposal shall be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to Washington County upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said County, or had failed to perform faithfully any previous contract with the County. The Bidder, if requested, must present within forty-eight (48) hours evidence satisfactory to the Director of Purchasing of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

The successful Bidder shall actively cooperate in all matters pertaining to the proper compliance of this contract and shall come to the office of the Director of Purchasing whenever requested in connection with the performance of this contract.

The successful Bidder shall inform the Director of Purchasing of any and all circumstances which may impede the progress of the work or inhibit the performance of the contract including, but not limited to bankruptcy, dissolution or liquidation, merger, sale of business, assignment, etc.

The County may examine the Bidder's and any first-tier subcontractor's records to determine and verify compliance with the contract. The Bidder and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for three (3) years after final payment. If the contract is supported to any extent by Federal or State funds, the appropriate Federal or State authorities may also examine these records. The Bidder must include the preceding language of this paragraph in all first-time subcontracts.

6. **Completeness:** All information required by Invitation to Bid must be supplied to constitute a proper bid. The County shall not be responsible for the premature opening of Bids if not properly addressed or identified.
7. **Conditional Bids:** Qualified bids are subject to rejection in whole or in part.
8. **Confidentiality:** Firms shall give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the County under the Access to Public Records Act, State Government Article, Title 10, Sections 10-611 to 10-628, Annotated Code of Maryland.
9. **Errors in Bids:** When an error is made in extending total prices, the written unit bid price shall govern. In the absence of written prices, the unit bid price shall govern. Carelessness in quoting prices, or in preparation of bid, otherwise, will not relieve the Bidder. *Erasures or changes in bids must be initialed.*
10. **General Guaranty:** Bidder agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract which the Bidder is not the patentee, assignee, licensee or owner.
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to their own work or to the work of other contractors, for which their worker is responsible due to the negligence in the course and scope of the employment.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County and State of Maryland.

11. Illegal Immigrants:

- a. The Bidder shall comply with the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, the Bidder may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The Bidder shall verify the identity and employment eligibility of anyone employed or to be employed, including completion of the Employment Eligibility Verification Form (I-9). The Bidder shall establish appropriate procedures and controls to ensure that no services under this Contract will be performed by any worker who is not legally eligible to perform such services or for employment.
- b. Failure by the Bidder or his/her Sub-Contractors to comply with the provisions of Section 11.a. herein will be grounds for termination of the Contract.

12. Insurance: Liability insurance on all major divisions of coverage for each and every Bidder and subcontractor shall be required for the length of the contract. Bidder and subcontractor must supply evidence of insurance upon request. Each Bidder agrees to assist in every manner possible in the reporting and investigation of any accident, and upon request, agrees to cooperate with all interested insurance carriers in the handling of any claims by securing and giving evidence and obtaining the attendance of witnesses as required for any claim or suit. The Bidder shall be prepared to show evidence of insurance as required under Washington County's *Insurance Requirements for Independent Contractors Policy*, included herein, prior to the execution of any contract. The Bidder, if requested, shall provide the Certificate of Insurance to the Purchasing Department within ten (10) calendar days after receiving a request for it. Failure to provide an acceptable Certificate of Insurance within the time frame stated above shall be cause to terminate the contract(s). The certificate shall state that such insurance is in force and cannot be cancelled or released except upon thirty (30) days prior written notice to the County. If any of the stated coverages expire during the term of this contract, the Bidder shall deliver renewal certificates to the County at least ten (10) calendar days prior to the expiration.

13. **Interpretations, Discrepancies, and Omissions:** Should any Bidder find discrepancies in, or omissions from the documents or be in doubt of their meaning, he/she should at once request, in writing, an interpretation from:

Rick F. Curry, CPPO – Purchasing Director
Washington County Purchasing Department
FAX: 240-313-2331 or send questions in Microsoft Word platform via
e-mail to: purchasingquestions@washco-md.net

All necessary interpretations will be issued to all Bidders in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Exceptions as taken in no way obligates the County to change the specifications. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his/her bid as submitted. The County shall assume no responsibility for oral instructions or suggestions. ORAL ANSWERS WILL NOT BE BINDING ON THE COUNTY. Requests received after 4:00 P.M. on the date included in the Supplemental Terms and Conditions (Items 10 and 19) may not be considered.

14. **Landfill Tipping Fees:** Disposal of items shall be at an approved sanitary landfill and any fees for same must be included in the Bidder's proposal.
15. **Late Bids:** Formal bids or amendments thereto received by the County after the time specified for bid opening will not be considered. Bids received after the time specified for bid opening will be returned unopened.
16. **Mailing of Bids:** The County assumes no responsibility for the timely deliverance of mailed bids. Ample time should be allowed for the transmittal of bids by mail, and postmarks indicating the date of mailing will not be considered as evidence of intent to submit bids in proper time for the opening.
17. **Maryland Buy American Steel Act:** In accordance with the Annotated Code of Maryland -State Finance and Procurement Article, Sections 17-301 – 17-306, Washington County is defined as a Public Body and as such shall require a Bidder or subcontractor to use or supply only American Steel products in the performance of a contract as stated in the above referenced Sections.
18. **Multiple Bids:** No Bidder shall be allowed to offer more than one (1) price on each item even though he/she may feel that there are two (2) or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. If said Bidder should submit more than one (1) price on any item, all prices for that item may be rejected at the discretion of the Purchasing Director.
19. **Officers Not to Benefit:** No member of the elected governing body of Washington County, or members of his or her immediate family, including spouse, parents, or children, or any person representing, or purporting to represent any member or members of the elected governing body shall receive or be promised directly or indirectly, any financial benefit, by way of fee, political contribution, or any other similar form of remuneration and/or on the account of awarding and/or executing the contract and that upon request of the County, as a prerequisite to payment pursuant to the terms of this contract, there will be furnished to the requester, under oath, answers to any

interrogatories related to a possible conflict of interest as herein embodied. The Bidder, to the best of his/her knowledge, whether he/she be an officer, director, partner or any of its employees directly involved in obtaining contracts with the State, or any County or other subdivision of the State, has not been convicted of bribery or conspiracy to bribe under the laws of any State or Federal Government. Any contract made or entered into where it is discovered that violation of the intent of this provision exists shall be declared null and void and all monies received by the Bidder shall be returned to the County.

20. **Payment Terms:** Bid prices are to be net thirty (30) calendar days; all discounts are to be deducted and reflected in net prices. Term discounts of less than twenty (20) calendar days will not be considered in connection with any prompt payment discount offered, time will be computed from date of receipt of correct invoice or receipt and acceptance of shipment, whichever is later.
21. **Procurement Policy Manual:** This bid is administered according to Washington County's Procurement Policy Manual adopted by the Board of County Commissioners of Washington County, Maryland on June 25, 2013 and effective July 1, 2013. The contents of the aforementioned Manual may be requested from the Washington County Purchasing Department at 240-313-2330 or may be found on the web site at: <https://www.washco-md.net/wp-content/uploads/ProcurementPolicyManual2013FinalDraftrevised3-5-2023.pdf>
22. **Proposal Forms:** Bids shall be submitted only on the forms provided by the County. The Bidder shall submit one (1) original bid on the forms provided with original signature, sealed to the County for that purpose. All bids must be enclosed in a sealed, opaque envelope marked with the title of the bid and be received in the Washington County Purchasing Department promptly on or before, time, date, and place stipulated on the Invitation to Bid. **NO** bids received after such stipulated time and date will be considered by the County. *Facsimile Bids will not be accepted.*
23. **Registration with Maryland Department of Assessments and Taxation:** Prior to contracting, private corporations must either be incorporated in the State of Maryland or registered with the Maryland Department of Assessments and Taxation as a foreign corporation and must be in good standing. Proof of such standing is required prior to the start of the contracting process and good standing shall be maintained for the duration of the contract. The website for the State Department of Assessments and Taxation is: <https://egov.maryland.gov/BusinessExpress/Account/LogOn?ReturnUrl=%2FBusinessExpress%2FUFD%2Fcreate>, and phone numbers are: (410) 767-1340 or (888) 246-5941.
24. **Reservations:** The County or its authorized agent reserves the right to reject any or all bids and to waive any informality or deficiency in bids received whenever such rejection or waiver is in the best interest of the County. The County also reserves the right to reject the bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or the Bid of a Bidder who investigation shows is not in a position to perform the contract. The County reserves the right to waive minor differences in specifications provided these differences do not violate the specifications intent nor affect the operation for which the items are being purchased, nor increase estimated maintenance and repair cost to the County. The County reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination as shall, in its judgment, be in the best interest of the County.

- 25. Response to Invitation:** In the event you cannot submit a bid on our requirements, as set forth in the "Invitation to Bid", please return the Bid with an explanation as to why you are unable to bid on these requirements. Because of the large number of firms listed on the County's lists of Bidders, it is necessary to delete from these lists the names of those persons, firms or corporations who fail to respond after having been invited to bid on a commodity or commodities for three (3) successive bid openings.
- 26. Substitutions:** All equipment is to be supplied in exact accordance with the specifications. Any Bidder who contemplates offering a product that differs from that specified must obtain the County's written approval prior to bid opening. Substitution requests must be received in the Purchasing Department no later than the date/time specified in the Supplemental Terms and Conditions (Items 10 and 19). Requests received after the specified date/time will not be considered. All such decisions will be considered final and not subject to further recourse.
- 27. Taxes-Responsibility for Payment, Exemptions, Forms to be Filed, etc.:**
- a. The County is exempt from State of Maryland Sales Tax. The County's Maryland Sales Tax Exemption Number is 3000129 2. However, the Bidder is responsible for making any necessary inquiries and investigations with regulating state agencies to obtain a determination of tax exemptions in his/her bid.
 - b. The Bidder is responsible for and by submitting a Bid agrees to pay all retail sales, income, real estate, sales and use, transportation, and special taxes applicable to and assessable against any materials, equipment, processes and operations incident to or involved in the Project. The Bidder is responsible for ascertaining and acquainting his/herself with such taxes and making all necessary arrangements to pay same.
 - c. The Successful Bidder shall complete a W-9 Vendor Information form (provided by the County) and return it to the Director of Purchasing.
 - d. The County hereby reserves the right to withhold payment under this Contract until the Bidder and any subcontractor performing any duties under this Contract have furnished or caused to be furnished the Comptroller of the State of Maryland with all properly completed forms required by the said Comptroller and until all of said retail sales and/or use taxes due the State of Maryland by the Bidder have been paid and the Bidder exhibits a release or receipt from the Comptroller evidencing such payment.
 - e. The Bidder is hereby advised of Section 1-106(b)(3) of the Code of Public Local Laws of Washington County, MD: "If a bidder has not paid all taxes owed to the County or a municipal corporation in the County, the County Commissioners may reject the bidder's bid."
- 28. Withdrawal of Bids:** A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the County prior to the specified time of opening.

BID BONDS

- 1. Bid Deposit - Bid Bond, Certified or Cashier's Check:** When required, each bid shall be accompanied by a bid bond signed by a surety company licensed to do business in the State of Maryland, or by a cashier's check, certified check or Treasurer's check drawn on a responsible bank doing business in the United States in the amount of five (5%) percent of the total Bid and shall be made payable to the Board of County Commissioners of Washington County, Maryland. When computing the amount of Bid for Check purposes, DO NOT deduct for trade-ins. U.S. Postal Money Orders are acceptable in lieu of checks.
- 2. Performance/Labor and Material Bonds:** The successful Bidder(s) on this bid must furnish the required bonds as indicated on the bid cover, made out to the Board of County Commissioners of Washington County, Maryland, prepared on forms contained herein, or in his/her absence, on an approved form, as security for the faithful performance of his/her contract, within ten (10) calendar days of his/her notification that his/her bid has been accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of Maryland. Attorneys in fact who sign bonds must file with each bond a certified copy of his/her power of attorney to sign bonds. The successful Bidder or Bidders upon failure or refusal to furnish within ten (10) calendar days after his/her notification the required bonds shall forfeit to the County, as liquidated damages his/her bid deposit. The Performance Bond shall be in the amount of one hundred (100%) percent of the contract price covering faithful performance of the contract; and the Labor and Materials Payment Bond shall be in the amount of one hundred (100%) percent of the contract price as security for payment of all persons performing labor and furnishing materials in connection therewith.

SPECIFICATIONS REFERENCES

- 1. Formal Specifications:** The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever mention is made herein, of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to meet or exceed specification requirements and current established noise levels for specific equipment, materials, and/or services being furnished under this contract. All deviations from the specifications must be noted in detail by the Bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the Bidder strictly accountable to the County to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.
- 2. Samples:** The Purchasing Department reserves the right to retain or destroy the samples submitted for the purpose of evaluation and will be free from any redress or claim on the part of the Bidder if any samples are lost or destroyed. Bidders shall make all arrangements for delivery of samples to the place designated, as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the Bidder. Upon notification by the Purchasing Department that a sample is available for pickup, it shall be removed within thirty (30) calendar days at the Bidder's expense or the Director of Purchasing shall dispose of same at his/her discretion. All sample packages shall

be marked "Sample for Purchasing Department" and each sample shall bear the name of the Bidder, item number, bid number, and shall be carefully tagged or marked in a substantial manner. Failure of the Bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

3. **Trade Names/Substitutions:** In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference it is understood that the Bidder proposes to furnish the item so identified and does not propose to furnish an "equal/substitution" unless submission of an "equal/substitution" is stated otherwise as permissible. Any Bidder who contemplates offering a product that differs from that specified must obtain the County's written approval by submission of his/her request no later than the deadline for receipt of substitution requests as stated in the Supplemental Terms and Conditions. The reference to the above catalog is intended to be descriptive but not restrictive and only to indicate to the prospective Bidder articles that will be satisfactory. Bids on makes and catalogs will be considered, provided each Bidder clearly states on the face of his/her proposal exactly what he/she proposes to furnish, and forwards with his/her bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by his/her bid. The Director of Purchasing hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the Bidder proposes to furnish which contains major or minor variations from specification requirements but may comply substantially therewith. If no particular brand, model, or make is specified, and if no data are required to be submitted with the bid, and after award and before manufacture or shipment, the successful Bidder may be required to submit working drawings or detailed descriptive data sufficient to enable the Director of Purchasing to judge if each requirement of the specifications is being complied with.

AWARD

1. **Award or Rejection of Bids:** For contracts of purchase, the contract shall be awarded to the lowest, responsive and responsible Bidder complying with all the provisions of the Invitation, provided the bid price is reasonable and it is to the best interest of the County to accept it. For contracts of sale, the contract shall be awarded to the highest, responsive and responsible Bidder complying with all the provisions of the Invitation, provided the bid price is to the best interest of the County to accept it.
2. **Notice of Award:** A written award (or Acceptance of Bid) mailed (or otherwise furnished) to the successful Bidder within the time for acceptance as specified herein shall be deemed to result in a binding contract without further action by either party. The bid with respect to all items accepted and all papers accompanying the same, the general conditions and instructions to Bidders, the specifications, and other papers and documents referred to in any of the foregoing shall constitute the formal contract, unless otherwise specified, between the Bidder and the County.
3. **Political Contribution Disclosure:** In accordance with Maryland Code, State Finance and Procurement Article, §17-402, the Bidder shall comply with Maryland Code, Election Law Article, Title 14, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or any incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws:

(1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

4. **“Requirements” Contract Bid Quantities:** On “Requirements” bids, acceptance shall bind the County to pay for, at unit bid prices, only quantities ordered and satisfactorily delivered. All stated quantities are estimated requirements and do not constitute a minimum or maximum.
5. **Responsibility/Qualifications of Bidder:** The County may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligation of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. In determining responsibility, the following qualifications, in addition to price, shall be considered by the Director of Purchasing on contracts of purchase and on contracts of sale (if applicable):
 - a. The ability, capacity, and skill of the Bidder to perform the service required.
 - b. The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
 - c. The quality of performance of previous contracts or services.
 - d. The Bidder’s previous and present compliance with laws and ordinances relating to the contract or service.
 - e. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.
 - f. The quality, availability and adaptability of the supplies, or services, to the particular use required.
 - g. The ability of the Bidder to provide future maintenance and service for the use of the subject of the contract.
 - h. Whether the Bidder is in arrears to the County on a debt or contract or is a defaulter on surety to the County.
 - i. Such other information as may be secured having a bearing on the decision to make the award.

In determining a Bidder’s responsiveness, the Director of Purchasing shall consider material deviations from the advertised specifications which materially affect price, quantity, quality or limit the Bidder’s liability.

6. **Specific Bid Quantities:** Where quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered

that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date; unless Bidder furnishes the Director of Purchasing with a statement of unordered balances not later than ten (10) calendar days after the termination date of the contract.

7. **Tie Bids:** If two (2) or more Bidders shall be tied for the lowest bid on a purchase contract, quality and service being equal, the contract shall be awarded to a local Bidder. If there is no local Bidder, or more than one local Bidder, the County shall award the contract to one (1) of the Bidders by drawing lots in public.

CONTRACT PROVISIONS

1. **Availability of Funds:** A contract shall be deemed executory only to the extent of appropriations available to each County department/agency for the purchase of such articles. The County's extended obligation on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the succeeding fiscal year.
2. **Contract Alterations:** No alterations or variables in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the County or its authorized agent.
3. **Default:** The contract may be cancelled or annulled by the County in whole or in part by written notice of default to the Bidder upon non-performance or violation of contract terms. An award may be made to the next low Bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Bidder (or their surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices: Provided, that the Bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the Bidder to deliver materials or services within the time stipulated on his/her bid, unless extended in writing by the Director of Purchasing, shall constitute contract default. In the event that a Bidder exempted from posting a Bid or Performance Guarantee fails to execute and perform any contract awarded to them, they shall forfeit the right to Bid on any future County contract for a period of time determined by the Director of Purchasing and they shall be liable for any costs incurred by the County as a result of his/her default.
4. **Guarantee:** All work, supplies, and/or materials and requirements described in the specifications including any modifications thereto which may be made in accordance with the direction and/or approval of the County Director of Purchasing shall be Guaranteed/Warranted for a period of one (1) year from the date of final acceptance by the County as follows, unless indicated otherwise in this contract:
 - a. Against all faulty or imperfect materials and/or equipment and against all imperfect, careless and/or unskilled workmanship.
 - b. Against injury or undue deterioration from proper and usual use of the goods and/or services.
 - c. Removal and replacement with proper materials, equipment, and/or services and re-execute, correct, or repair without cost to the County, any materials, equipment, and/or services found to be improper, imperfect, defective or fails to perform as specified.

- d. Make good all damage caused to other work, materials and/or equipment due to such required removal, replacement and/or re-execution.
- e. Shall comply with any and all guarantee/warranties of whatever nature referred to in other portions of the contract specifications.

Any warranties whether expressed or implied shall not reduce the risk of the seller's/manufacturer's obligation to the County against latent defect which may be found during the rated life of the supplies and/or materials and requirements described in the specifications including any approved modifications.

- 5. **Intergovernmental Purchasing:** The following Agencies/Jurisdictions shall be able to purchase, if applicable, directly from contracts resulting from this Invitation to Bid (ITB): Washington County Board of Education and all of its public schools, Hagerstown Community College, Municipalities of Washington County, and public or quasi-public agencies that receive County money and are exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, i.e., Washington County Volunteer Fire and Rescue Companies. While this ITB is prepared on behalf of the County, it is intended to apply for the benefit of the above-named agencies/jurisdictions as though they were expressly named throughout the document. Each of these agencies/ jurisdictions may purchase from the successful Bidder under the same terms and conditions of the contract with the County, in accordance with each agencies/jurisdictions respective laws and regulations, or an agency may choose not to procure from the successful Bidder at the agency's sole discretion. If one of the above-named agencies/jurisdictions elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs provided in the offer. Any special discounts unique to a particular agency/jurisdiction shall be stated. Bidder shall also submit the attached "Provisions for Other Agencies" form, if included in this bid.
- 6. **New Goods, Fresh Stock:** All contracts, unless otherwise specifically stated, shall produce new commodities, fresh stock, latest model, design or pack.
- 7. **Non-Discrimination:** No Bidder who is the recipient of County funds or who proposes to perform any work or furnish any goods under this agreement shall discriminate against any worker, employee or applicant or any member of the public because of religion, race, sex, color or national origin, age, marital status, physical or mental handicap, nor otherwise commit an unfair employment practice. Bidder further agrees that this article will be incorporated by Bidder in all contracts entered into with suppliers of materials or services, Bidders and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.
- 8. **Non-Liability:** The Bidder shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstances which, in the Purchasing Director's opinion, is beyond the control of the Bidder. Under the circumstances, however, the County may, in its discretion, cancel the contract.
- 9. **Placing of Orders:** Orders against contracts shall be placed with the Bidder on a Purchase Order executed and released by the Purchasing Director.

10. **Subletting of Contract:** It is mutually understood and agreed that the Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of their contract or their rights, title or interest therein, or their power to execute such contract, to any other person, firm or corporation, without the previous written consent of the County Purchasing Director, but in no case shall such consent relieve the Bidder from his/her obligations, or change the terms of the contract.
11. **Termination of Contracts:** Contracts shall remain in force for full periods specified and until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
 - a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements.
 - b. Extended upon written authorization of the Director of Purchasing and accepted by Bidder, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.
12. **Termination for Convenience:** The performance of work under this Contract may be terminated by the County in accordance with this clause in whole, or from time to time in part, whenever the County shall determine that such termination is in the best interest of the County. The County shall pay all reasonable expenses associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable expenses associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

DELIVERY PROVISIONS

1. **Delivery:** Delivery shall be required to the place designated in the specifications or on the proposal form. All prices must be FOB Destination, Inside Delivery. The weight, count, measure, etc. shall be determined at the points of delivery. The Bidder shall be required to furnish proof of delivery in every instance. Bulk materials are to be placed on skids or pallets. No help for unloading shall be provided by the County. Suppliers shall notify their shippers accordingly.
2. **Delivery Failures:** Failure of a Bidder to deliver within the time specified, or within a reasonable time as interpreted by the Director of Purchasing or failure to make replacements of rejected articles when so requested, immediately or as directed by the Director of Purchasing shall constitute authority for the Director of Purchasing to purchase in the open market articles of comparable grade to replace the articles rejected or not delivered. On all such purchases, the Bidder shall reimburse the County, within a reasonable time specified by the Director of Purchasing, for any expense incurred in excess of contract prices or the County may deduct such amount from monies owed the defaulting Bidder. Such purchases shall be deducted from contract quantities.
3. **Inspections:** Inspection and acceptance of materials or supplies shall be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications. All delivered materials shall be accepted subject to inspection and physical count.

4. **Safety Data Sheets (SDS):** Any hazardous substances as defined under the Department of Labor Occupational Safety and Health Standard for General Industry (29-CFR-1910.1200) and State of Maryland Law and Regulations on "Access to Information About Hazardous and Toxic Substances", MDSH Article 89, Section 28-49-D, being delivered to Washington County as a result of this Invitation to Bid shall be accompanied by a current "Safety Data Sheet" or item may not be accepted.

5. **Packing Slips or Delivery Tickets:** All shipments or deliveries shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered. Bidders are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.
 - The Purchase Order Number
 - The Name of the Article and Stock Number (Supplier's)
 - The Quantity Ordered
 - The Quantity Back Ordered
 - The Name of the Contractor

6. **Responsibility for Materials Shipped:** The Bidder shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point and the Bidder shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Bidder promptly after notification of rejection unless public health and safety require immediate destruction or other disposal of rejected delivery. Upon failure of the Bidder to remove materials or supplies within ten (10) calendar days after date of notification, the County may return the rejected materials or supplies to the Bidder at the Bidder's risk and expense or dispose of them as its own property.

7. **Testing:** The cost of testing a representative sample of an order or shipment for acceptance shall be borne by the County. However, if the order and shipment is rejected for failure to meet the requirements of the specifications or purchase description, the cost of testing shall be charged to the Bidder.

8. **Time of Delivery:** Deliveries shall be accepted between 8:00 A.M. and 3:00 P.M. on weekdays only, unless stated otherwise in the bid document. No deliveries shall be accepted on Saturdays, Sundays, or County Holidays, unless otherwise arranged by an individual Department/Agency.

SUPPLEMENTAL TERMS AND CONDITIONS

1. **Access to Site:** The successful Bidder shall coordinate all efforts of the work and access to the site with the County's authorized representative, Mr. Neil Doran, Director, Hagerstown Regional Airport, 240-313-2764.
2. **Award:** It is anticipated that the County shall award a contract to the responsive, responsible Bidder who submits the lowest Base Bid for the **Terminal Buildings Roof Repairs – Hagerstown Regional Airport**. The award of a contract, if it is to be awarded, shall be made within ninety (90) calendar days of the date specified for publicly opening proposals, unless otherwise specified herein. If the Owner elects to proceed with an award of contract, the Owner will make an award to the responsible bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.
3. **Bidders Responsibility:** Each Bidder submitting a proposal for this work shall first examine the site, verify any dimensions pertinent to the work, and thoroughly be satisfied to the conditions under which he/she will operate or that shall in any manner affect any work under this Contract. The Bidder shall accept the site as he/she finds it. All proposals shall take into consideration all conditions that may affect the work. No allowance shall be made to any Bidder for negligence in this respect.
4. **Disputes:** In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the County Commissioners or authorized representative shall be final and binding on both parties. The County's Director of Purchasing may request in writing the recommendation of the head of the County agency using the item or materials, or other objective sources.
5. **Examination of Site:** The County will provide a tour of the site, concluding the Pre-Bid Conference, for the purpose of making a visual survey. Before submitting a bid, each Bidder shall visit the site and shall be responsible for knowledge of the conditions affecting the work. The act of submitting a bid is to be considered acknowledgement of the Bidder that he/she has inspected the site and is familiar with the conditions and requirements and shall submit his/her bid accordingly.
6. **Exceptions:** The submission of a bid shall be considered an agreement to all the items, conditions, and specifications provided herein and in the various bid documents unless specifically noted otherwise in the proposal.
7. **Form of Proposal:** All bids must be submitted on the forms provided herein.
8. **Installation:** Miscellaneous building demolition/removal, construction of new enclosures for existing equipment, construction of new roof drainage features, exterior painting and other miscellaneous work as called for on the plans and in the technical specifications.
9. **Insurance:** Upon request and prior to execution of the contract, the successful Contractor shall show Evidence of Insurance as outlined in the attached copy of *Insurance Requirements for Independent Contractors*.

10. **Interpretations, Discrepancies, and Omissions:** Should any Bidder find discrepancies in or omissions for the documents or be in doubt of their meaning, he/she should at once request, in writing, an interpretation via fax or email from:

Rick F. Curry, CPPO – Purchasing Director
Washington County Purchasing Department
FAX: 240-313-2331 or send questions in Microsoft Word platform via
e-mail to: purchasingquestions@washco-md.net

All necessary interpretations will be issued to all Bidders in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Exceptions as taken in no way obligate the County to change the specifications. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his/her bid as submitted. The County shall assume no responsibility for oral instructions or suggestions. **ORAL ANSWERS WILL NOT BE BINDING ON THE COUNTY.** Requests received after 4:00 P.M. (EDT/EST), Wednesday, January 17, 2024, may not be considered.

11. **Landfill Fees:** Disposal of items shall be at an approved landfill and any fees for same shall be included in the Bidders proposal.
12. **Liquidated Damages:** Liquidated damages shall be applied at the rate of **five hundred (\$500.00)** dollars per consecutive calendar day for each day the Contractor fails to complete the work as specified herein. This cost includes the 8-hour presence of a Construction Inspector and Engineering support for each additional day.
13. **Pre-Bid Conference/Teleconference:** Attendance at the Pre-Bid Conference/Teleconference on **Wednesday, January 10, 2024 at 10:30 A.M. (EDT/EST)** in the Hagerstown Regional Airport, ARFF Conference Room, 18434 Showalter Road, Hagerstown, Maryland is requested. Attendance is not mandatory but is strongly encouraged. **All interested bidders wishing to participate via teleconference shall call 240-313-2330 prior to the teleconference to receive instructions.** Bidders may gain access to the sites anytime during regular working hours of operation for the purpose of making a visual survey, please contact Mr. Neil Doran, Director, Hagerstown Regional Airport, 240-313-2764.
14. **Proposal:** This is a lump sum contract. The Base Bid for the work shall include the cost of any and all permits licenses and/or fees, the cost of all applicable seals and other taxes required by Local, State and Federal laws, the cost of required bonds and insurances, the cost of all material, labor, tools, equipment, transportation, landfill user fees, superintending and other services and facilities of every nature whatsoever or as may be necessary to complete the project as described in the specifications.
15. **Payment:** The Contractor shall submit an acceptable, breakdown of the lump sum Contract price showing the amount included herein for each principal category of work (including, but not limited to: Mobilization/demobilization, temporary construction items, demolition/disposal, salvage, hauling, restoration of site, erosion controls). This schedule of values shall be in detail so as to provide a basis for estimating. Final payment will be made after final inspection, approval and acceptance of the work by the County's Representative. Upon final acceptance of the work, the invoice for the remainder of payment shall be submitted to the Hagerstown

Regional Airport, 18434 Showalter Road, Hagerstown, Maryland 21742. Payment will be made within thirty (30) calendar days upon receipt of the invoice, in the amount stipulated on the Form of Proposal.

16. **Qualification:** The County may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidders shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by or investigation of such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligation of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.
17. **Responsibility of Contractor:** Each Bidder submitting a bid for this work shall first examine the site(s) and thoroughly satisfy himself/herself to the conditions under which he/she shall operate or that shall in any manner affect any work under his contract. The Contractor shall accept the site(s) as he/she finds it. All proposals shall take into consideration all conditions that may affect the work. No allowance shall be made to any Contractor for negligence in this respect. Prior to contracting, private corporations must either be incorporated in the State of Maryland or registered with the Maryland Department of Assessments and Taxation as a foreign corporation and must be in good standing. Proof of such standing is required prior to the start of the contracting process and shall remain so throughout this contract. The website for the State Department of Assessments and Taxation is: <http://dat.maryland.gov/Pages/sdatforms.aspx#BNE> the phone numbers for the State Department of Assessments and taxation are: (410) 767-1340 or (888) 246-5941.
18. **Time of Completion:** By submission of proposal, the Bidder agrees to commence work under this Contract upon receipt of the Notice to Proceed (issuance of Purchase Order), prosecute the work diligently, and **substantially complete ready for its intended use within thirty (30) consecutive calendar days from the date of "Notice to Proceed"/issuance of purchase order.** The time stated for completion shall include material procurement, coordination, removal of salvage materials (if applicable), demolition/removal of debris, site restoration, and final clean-up of the premises ready for occupancy. The successful Bidder shall schedule construction times with Mr. Neil Doran, Director, Hagerstown Regional Airport, 240-313-2764.
19. **Working Hours:** The Contractor shall work between the hours of **7:00 AM to 5:00 PM (EDT/EST) daily.**
20. **Project Schedule:** The Contractor shall adhere to the project schedule outlined below:

Pre-Bid Conference: Wednesday, January 10, 2024 at 10:30 A.M., EDT/EST
Questions Due: Wednesday, January 17, 2024 at 4:00 P.M., EDT/EST
Bids Due: Wednesday, January 31, 2024 at 2:00 P.M., EDT/EST

Construction Schedule to be determined.

**POLICY TITLE: Insurance Requirements for
Independent Contractors**

ADOPTION DATE: August 29, 1989

EFFECTIVE DATE: September 1, 1989

FILING INSTRUCTIONS:

I. PURPOSE

To protect Washington County, Maryland against liability, loss or expense due to damaged property, injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work or service performed on behalf of Washington County, Maryland.

II. ACTION

The following should be inserted in all Independent Contractor Contracts:

"The Contractor shall procure and maintain at his sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County."

1. **Workers Compensation:** The Contractor agrees to comply with Workers Compensation laws of the State of Maryland and to maintain a Workers Compensation and Employers Liability Policy.

Minimum Limits Required:

Workers Compensation -	Statutory
Employers' Liability -	\$100,000 (Each Accident)
	\$500,000 (Disease - Policy Limit)
	\$100,000 (Disease - Each Employee)

2. **Comprehensive General Liability Insurance:** The Contractor shall provide Comprehensive General Liability including Products and Completed Operations.

Minimum Limits Required:

Five Million Dollars (\$5,000,000) combined single limit for Bodily Injury and Property Damage.

Such insurance shall protect the County, its agents, elected and appointed officials, commission members and employees, and name the Board of County Commissioners of Washington County, Maryland on the policy as additional insured against liability, loss or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work of service performed on behalf of Washington County.

The Contractor is ultimately responsible that Subcontractors, if subcontracting is authorized, procure and maintain at their sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County.

3. **Business Automobile Liability:** The Contractor shall provide Business Auto Liability including coverage for all leased, owned, non-owned and hired vehicles.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury or Property Damage.

Certificate(s) of Insurance: The Contractor shall provide certificates of insurance requiring a 30-day notice of cancellation to the Purchasing Department, Board of County Commissioners of Washington County, Maryland prior to the start of the applicable project.

Approval of the insurance by the County shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the County does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

General Indemnity: The Contractor shall indemnify, defend and save harmless the Board of County Commissioners of Washington County, Maryland, its appointed or elected officials, commission members, employees and agents for any and all suits, legal actions, administrative proceedings, claims, demands, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the Contractor, or any one acting under its direction, control or on its behalf in connection with or incident to its performance of the Contract.

Revision Date: August 27, 1991
Effective Date: August 27, 1991
Revision Date: March 4, 1997
Effective Date: March 4, 1997

PUR-1637
TERMINAL BUILDING ROOF REPAIRS
AT HAGERSTOWN REGIONAL AIRPORT

SCOPE OF WORK AND SPECIFICATIONS

Total Sum Bid:

The scope of work includes but is not limited to repairs to the original terminal building roof. The infiltration of storm water has been a continuous problem over the years and several problem areas have been identified by Airport Staff Members.

Total Add-Alternate Bid:

The scope of work includes but is not limited to painting the trim of the terminal building a consistent Blue.

LIST OF DRAWINGS

<u>Sheet No.</u>	<u>Sheet Title</u>
CS-1	COVER SHEET
A1.1	EXISTING CONDITIONS
A1.2	NEW CONDITIONS
A3.1	NEW SOUTH ELEVATION AND PLAN
A3.2	NEW EAST & WEST ELEVATIONS
A4.1	NEW SECTIONS AND ELEVATIONS
A4.2	NEW SECTIONS

LIST OF SPECIFICATIONS

<u>Item No.</u>	<u>Description</u>
SECTION 01 01 00	SUMMARY OF WORK
SECTION 01 01 90	CONTRACT CONSIDERATIONS
SECTION 01 02 70	APPLICATIONS FOR PAYMENT
SECTION 01 02 80	CHANGE ORDER PROCEDURES
SECTION 01 03 90	COORDINATION AND MEETINGS
SECTION 01 20 00	PRICE AND PAYMENT PROCEDURES
SECTION 01 30 00	SUBMITTALS
SECTION 01 40 00	QUALITY REQUIREMENTS
SECTION 01 50 00	CONSTRUCTION FACILITIES & TEMPORARY CONTROLS

- SECTION 01 60 00 MATERIAL AND EQUIPMENT
- SECTION 01 70 00 CONTRACT CLOSEOUT
- SECTION 01 74 00 WARRANTIES AND BONDS
- SECTION 02 41 19 SELECTIVE DEMOLITION
- SECTION 05 40 00 COLD-FORMED METAL FRAMING
- SECTION 05 50 00 METAL FABRICATIONS
- SECTION 06 11 40 WOOD BLOCKING AND CURBING
- SECTION 07 54 19 POLYVINYL-CHLORIDE PVC ROOFING
- SECTION 07 61 03 MANUFACTURED SHEET METAL ROOFING
- SECTION 07 71 00 MANUFACTURED ROOF SPECIALTIES
- SECTION 07 90 00 JOINT PROTECTION
- SECTION 09 90 00 PAINTING

SUBCONTRACTORS LISTING

All bidders will name below the Item or Items he proposes to sublet, their dollar value, the name of the subcontractor or subcontractors and check the "Minority Business Enterprise" column if the named subcontractor so considers itself as per the definition contained elsewhere herein these specifications. The sub-contractor's listing shall be submitted along with the bid proposal.

ITEM NO.	DOLLAR VALUE	SUBCONTRACTOR	MINORITY BUSINESS ENTERPRISE

AFFIDAVIT OF NON-COLLUSION AND BRIBERY CONVICTIONS

AFFIRMATION REGARDING COLLUSION:

I AFFIRM THAT:

Neither I nor, to the best of my knowledge, information, and belief, the below stated business has:

- (a) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (b) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the Bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM:

Neither I nor, to the best of my knowledge, information, and belief, the below business (as is defined in Section 16-101 (b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, Section 6-220 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other State or federal law, **except as follows** (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE ABOVE-REFERENCED AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF AND THAT I AM THE DULY AUTHORIZED REPRESENTATIVE OF THE BELOW BUSINESS AND THAT I POSSESS THE LEGAL AUTHORITY TO MAKE THE AFFIDAVITS AND CERTIFICATION ON BEHALF OF MYSELF AND THE BUSINESS FOR WHICH I AM ACTING.

BY: _____

(Signature of Authorized Representative and Affiant)

(Name & Title Printed)

(Business Address)

_____/_____
(Phone Number) (Fax Number)

(Federal Employer Identification Number)

(SEAL) If bid is by corporation.

SIGNATURE TO BIDS

NOTE: Bidders shall use this page as a cover page when submitting his/her bid.

Each bid must show the full business address and telephone number of the Bidder and be signed by the person legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract and purchase order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the Bidder to the contrary. Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of his/her authority to do so.

All documents, materials, or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of this contract. The County may use this information for its own purposes or use it for reporting to Federal agencies. The Bidder warrants that it has title to or right of use of all documents, materials, or data used or developed in connection with this contract. The Bidder must keep confidential all documents, materials, and data prepared or developed by the Bidder or supplied by the County. All erasures and/or changes shall be initialed by the individual making modifications to the proposal.

BIDDER MUST SIGN HERE AND RETURN THIS PAGE AND THE PROPOSAL FORM IN ADDITION TO SUBMITTING ANY DOCUMENTS CALLED FOR BY THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, AND ANY OTHER DOCUMENTS HEREIN CONTAINED.

By signing here, Bidder does hereby attest that he/she has read fully the general conditions and instructions, specifications, and any other documents herein contained, and does understand them and will furnish and deliver all labor and materials in accordance with the specifications for the price as listed on the proposal form.

Bidder acknowledges receipt of Addenda by initialing the following:

Addendum No. 1 _____	Addendum No. 2 _____	Addendum No. 3 _____
Addendum No. 4 _____	Addendum No. 5 _____	Addendum No. 6 _____

BIDDER'S COMPANY/FIRM:

ADDRESS:

AUTHORIZED SIGNATURE:

NAME AND TITLE PRINTED:

TELEPHONE:

FAX NUMBER:

E-MAIL ADDRESS:

DATE: _____

FEDERAL EMPLOYER'S IDENTIFICATION NO.

For Informational Purposes Only: Has your company/firm been certified by the State of Maryland as a Minority Business Enterprise? (Please check.)

Yes _____ No _____

PUR-1637
FORM OF PROPOSAL

(Submit Form of Proposal)

**Board of County Commissioners
of Washington County, Maryland
(hereinafter called "Owner")
c/o Washington County Purchasing Department
100 West Washington Street, Suite 3200
Hagerstown, MD 21740**

**BIDS DUE:
Date: Wednesday, January 31, 2024
Time: No later than 2:00 P.M., (EDT/EST)**

Project Name: **Terminal Building Roof Repairs**
Washington County Bid No.: **PUR-1637**

Proposal of _____ (hereinafter called "Bidder"), *a corporation, organized and existing under the laws of the State of _____, *a partnership, or an individual doing business as _____.

Telephone No. (____) _____ Fax: (____) _____).

Contact:
Name & Title Printed: _____

Address: _____

E-Mail Address: _____
*Insert corporation, partnership or individual as applicable.

Gentlemen/Ladies:

The Bidder, in compliance with your Invitation for Bids for the abovementioned project has examined the plans and specifications with related documents and the size of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, equipment, plant and services, and to construct the project in accordance with the Contract Documents and Addenda within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

We hereby submit our proposal for the **Terminal Building Roof Repairs – Hagerstown Regional Airport.**

Having carefully examined the Contract Documents for the subject construction project -

Specifications Dated: November 2023

Drawings Dated: November 2023

Addendum No. 1 _____ Addendum No. 2 _____ Addendum No. 3 _____

Addendum No. 4 _____ Addendum No. 5 _____ Addendum No. 6 _____

and having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposes to properly complete the work, in strict accordance with the Contract Documents, for the stipulated sum of, based on the Total Sum Bid and subsequent Schedule of Values submitted by the Contractor:

1. TOTAL SUM BID:

To furnish labor, materials, equipment, plant and services necessary to properly complete the work required under the TOTAL SUM BID, based on the prices set forth in and subsequent Schedule of Values submitted by the Contractor in strict accordance with the aforesaid documents, and to be substantially completed within **Thirty (30) Consecutive Calendar Days** from the date of Contractor's receipt of written Notice to Proceed.

(Written)	Dollars	(Figures)
	Cents \$	

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

It is understood that the bid price will be firm for a time period of one hundred and twenty (120) calendar days from the bid opening date and that if the undersigned is notified of acceptance of this proposal within this time period, the firm shall **substantially complete the total work within Thirty (30) consecutive calendar days from the date of "Notice to Proceed" for construction and to complete the work in accordance with the provisions of the Contract Documents.** If this work is not completed within the time period specified, the Contractor will be liable for liquidated damages of:

2. SUBCONTRACTORS:

- A. All Bidders shall submit their list of subcontractors list as part of their bid packet.
- B. No change or deviation from this list shall be allowed except as determined by the Owner or the Owner's Representative.

3. AWARD:

Award of the bid can be made by the Owner to the responsive, responsible low bidder based on the Total Sum Bid for the Base Bid.

4. BIDDER'S STATE OF MARYLAND REGISTRATION NUMBER:

Construction Firm License No.	Date Issued	Place of Issuance
-------------------------------	-------------	-------------------

Federal Employer Identification Number (FEIN) or Social Security No. if no FEIN: _____

Bid Security Bonds shall be submitted with each proposal in the amount of five percent (5%) of the Total Sum Bid.

Bid Bonds, except those of the two (2) low bidders will be returned after the bid opening. Other bid bonds will be returned after the related contract has been executed. If no bid has been accepted within one hundred and twenty (120) calendar days after the bid opening, then any bond may be returned upon demand of the bidder.

Upon receipt of written notice of the acceptance of this bid, the bidder will execute the formal contract within fifteen (15) calendar days. The Bid Security attached, in the sum of:

_____	Dollars	_____
(Written)	Cents \$	(Figures)

Is to become the property of the Owner in the event the Contract and Bond are not executed within the time set forth above, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Failure to properly and completely fill in all blanks may be cause for rejection of this proposal. All alternates and unit prices called for in the Contract Documents must be submitted herewith.

Dated: _____

BIDDER'S NAME

BIDDER'S SEAL

BY: _____
SIGNATURE AND TITLE

ADDRESS

CITY STATE ZIP

INSTRUCTIONS:

The bidder shall fill in all the blank spaces and complete the Form of Proposal.

**GOVERNMENT WIDE
DEBARMENT AND SUSPENSION**

Background and Applicability:

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327)

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services, 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, Contractors, and Subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required, 49 CFR 29.300.

Grantees, Contractors, and Subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, Subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the Bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the *County*. If it is later determined that the Bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the *County*, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Bidder agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The Bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Company Name _____

Signature of Contractor’s Authorized Official _____

Printed Name of Contractor’s Authorized Official _____

Printed Title of Contractor’s Authorized Official _____

Date _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____

_____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the Board of County Commissioners of Washington County, Maryland as OWNER in the penal sum of _____ (five percent (5%) of Total Bid) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2023. The Condition of the above obligation is such that whereas the Principal has submitted to the Board of County Commissioners of Washington County, Maryland a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for **Contract No. PUR-1637 Terminal Building Roof Repairs – Hagerstown Regional Airport.**

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (Properly completed in accordance with said BID) and shall furnish a BOND for **faithful** performance of said contract, and for the payment of all persons performing labor furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

Surety

By: _____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and authorized to transact business in the State where the project is located.

SECTION 2
FORM OF CONTRACT

PUR-1637
TERMINAL BUILDING ROOF REPAIRS
CONTRACT AGREEMENT BY AND BETWEEN THE
BOARD OF COUNTY COMMISSIONERS OF
WASHINGTON COUNTY, MARYLAND

AND

THIS CONTRACT AGREEMENT (hereinafter the “Contract”), is made this _____ day of _____, 2023, by and between _____ and the **BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND**, a body corporate and politic and a political subdivision of the State of Maryland, (hereinafter the “County”).

RECITALS

This Contract for the construction of **Contract No. PUR-1637, Terminal Building Roof Repairs – Hagerstown Regional Airport**, near Hagerstown, Washington County, Maryland, as shown on the drawings identified in the same manner, with a final approval date of December 19, 2024, on file at the Hagerstown Regional Airport, Maryland, subject to all the conditions, covenants, stipulations, terms and provisions contained in the Specifications, the Specifications being in all respects incorporated herein by reference and made a part hereof as if attached or entirely stated herein, has recently been awarded to the Contractor by the County, at and for a sum equal to the prices and rates respectively named therefore in the bid.

One of the conditions of said award is that a formal contract be executed by and between the Contractor and the County evidencing the terms of said award.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements herein contained, the parties hereby agree as follows:

1. The “Contract Documents,” except for modifications issued after the execution of this Contract, are enumerated as follows and are incorporated herein by reference and made a part hereof as if attached or entirely stated herein:

The Advertisement for Bids
Invitation to Bid
General Conditions and Instructions to Bidder
Supplemental Terms and Conditions
Insurance Requirements for Independent Contractors
Scope of Work and Specifications
Subcontractors Listing
Affidavit of Non-Collusion and Bribery Convictions
Signature to Bids
Form of Proposal
Government Wide Debarment & Suspension
Bid Bond

*The executed Contract Agreement between the County and the Contractor
Labor and Material Payment Bond
Performance Bond
Technical Specifications*

APPENDICES

Appendix

Title

A *Plans, dated 11/3/2023, prepared by BFM, Inc.*

2. The date of commencement and substantial completion of the project contemplated herein shall be as set forth in the Instructions to Bidders and stipulated by the Notice to Proceed or an authorized extension thereof.
3. The Contractor shall complete **Contract No. PUR-1637, Terminal Building Roof Repairs at Hagerstown Regional Airport**, near Hagerstown, Washington County, Maryland, in accordance with each and every one of the conditions, covenants, stipulations, terms and provisions contained in the aforementioned Specifications, which in all respects are incorporated herein by reference and made a part hereof as if attached or entirely stated herein, and as shown on the aforementioned drawings, which are also incorporated herein by reference and made a part hereof as if attached or entirely stated herein, at and for a sum equal to the prices and rates respectively named therefore in the bid attached hereto, and shall comply with and perform each and every obligation imposed upon it by the said Specifications or by the terms of said award.
4. The County shall comply with and perform each and every obligation imposed upon it by the said Specifications or by the terms of the said award.
5. The County shall pay the Contractor for the Contractor's performance of the Contract the sum of _____ Dollars and _____ Cents (\$ _____) (*hereinafter the "Contract Sum"*), when due and payable under the terms of the said Specifications and the terms of said award and shall be subject to additions and deductions as provided for in the Contract Documents.
6. Payments shall be made on account of the Contract Sum to the Contractor as set forth in the Contract Documents.
7. The Contractor hereby certifies that it is a corporation authorized and registered to do business in the State of Maryland with the Maryland State Department of Assessments and Taxation.
8. The Contractor hereby certifies that it has read and understood the provisions of the Washington County, Maryland Purchasing guidelines dealing with conflicts of interest, and that it further certifies, represents and warrants to the County that there is no current conflict of interest, and that the Contractor shall refrain from any such conflict of interest for the duration of this Contract.

- 9. This Contract was made and entered into in the State of Maryland and shall be governed and construed in accordance with the laws of the State of Maryland. As to the Contractor, this Contract is intended to be a contract under seal and specialty.
- 10. The Recitals are incorporated into this Contract as substantive provisions.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed and delivered, the day and year first above written.

APPROVED AND AGREED TO:

ATTEST:

BY: _____
(Signature)

APPROVED AND AGREED TO:

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND**

Dawn Barcus, County Clerk

BY: _____
John F. Barr, President

Recommended for approval:

Neil Doran, Director
Hagerstown Regional Airport

**Approved for Legal Sufficiency
For execution by the County:**

Kirk C. Downey
County Attorney

END OF DOCUMENT

LABOR AND MATERIAL PAYMENT BOND

Board of County Commissioners of Washington County, Maryland

BOND NO. _____

CONTRACT NO. PUR-1637

Date Bond Executed: _____, 2023

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____,
(Here insert full name and address or legal title of Contractor, including zip code)

a corporation organized and existing under the laws of the State of Maryland and authorized to do business in the State of Maryland, hereinafter called the “**Principal**” and

(Here insert full name and address or legal title of Surety, including zip code)

a corporation organized and existing under the laws of the State of _____, and authorized to do business in the State of Maryland, hereinafter called the “**Surety**”, are held and firmly bound unto the Board of County Commissioners of Washington County, Maryland, a body corporate and politic, and a political subdivision of the State of Maryland, hereinafter called the “**County**”, for the use and benefit of claimants as hereinafter defined, in the Penal Sum _____ *Dollars and* _____ *Cents* (\$_____) lawful money, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into or will enter into a contract with the County, for the **Terminal Building Roof Repairs – Hagerstown Regional Airport (Contract No. PUR-1637)**, in **Washington County, Maryland**. 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 there under or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as the “**Contract**”.

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

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 for the Contract, entitled to the protection provided by Md. Code Ann., State Finance and Procurement Article, §17-101, *et seq.*, as from time to time amended.

2. The above-named Principal and Surety hereby jointly and severally agree with the County 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 State Finance and Procurement Article, §17-101, *et seq.*, sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.

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

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

IN WITNESS WHEREOF, the Principal and Surety have set their hands and seals to this Payment Bond this _____ day of _____, 2023.

WITNESS:

_____ (Typed Name of Principal)
BY: _____ (SEAL)

(Typed Name and Title)

WITNESS:

_____ (Typed Name of Surety)
BY: _____ (SEAL)

(Typed Name and Title)

(Name of Local Agent)

() _____
(Telephone Number of Local Agent)

PERFORMANCE BOND

Board of County Commissioners of Washington County, Maryland

BOND NO. _____

CONTRACT NO. PUR-1637

Date Bond Executed: _____, 2023

KNOW ALL MEN BY THESE PRESENTS, that we _____

(Here insert full name and address or legal title of Contractor, including zip code)

a corporation organized and existing under the laws of the State _____ and authorized to do business in the State of Maryland, hereinafter called the “Principal” and

(Here insert full name and address or legal title of Surety, including zip code)

a corporation organized and existing under the laws of the State of _____ and authorized to do business in the State of Maryland, hereinafter called the “Surety”, are held and firmly bound unto the Board of County Commissioners of Washington County, Maryland, hereinafter called the “County”, the sum of Sum _____ Dollars and _____ Cents (\$ _____) lawful money of the United States for the payment of which sum well and truly to be made, the Principal and the Surety bind themselves, their heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into or will enter into a contract with the County for the **Terminal Building Roof Repairs – Hagerstown Regional Airport (Contract No. PUR-1637, hereinafter the “Contract”)**, in Washington County, Maryland, which Contract and all work to be done thereunder and all the plans, drawings, and specifications accompanying the same shall be deemed a part hereof and shall be incorporated by reference herein to the same extent as if fully set forth.

NOW, THEREFORE, during the original term of said Contract, during any extensions thereto that may be granted by the County, 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 County to be in default under the Contract, the Surety may, within ten (10) days after notice of default from the County, notify the County 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, then the County thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder of 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 to be performed thereunder of the specifications accompanying the same.

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

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

Signed, and sealed this _____ day of _____, 2023.

WITNESS:

(Typed Name of Principal)
BY: _____ (SEAL)

(Typed Name and Title)

WITNESS:

(Typed Name of Surety)
BY: _____ (SEAL)

(Typed Name and Title)

(Name of Local Agent)

() _____
(Telephone Number of Local Agent)

SECTION 3
TECHNICAL SPECIFICATIONS

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APPENDIX A - PLANS