



Washington Suburban Sanitary Commission, MD

107594

**REBID WESTERN BRANCH WATER RESOURCE RECOVERY
FACILITY POTABLE WATER SYSTEM UPGRADE**

RELEASE DATE: May 22, 2026

RESPONSE DEADLINE: June 26, 2026, 2:00 pm

Please refer to the project timeline in this document for all important deadlines.

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A - Technical Specification - Western Branch WRRF Potable Water System Upgrades

B - WB Potable Water System Upgrade - Scope of Work

C - CD9615B20_Western Branch WRRF Potable Water System Upgrades - Contract Drawings_Jan 2026

1. INTRODUCTION

1.1. Summary

The Washington Suburban Sanitary Commission, MD (the "WSSC"), is soliciting sealed responses for ReBid Western Branch Water Resource Recovery Facility Potable Water System Upgrade. Responses are to be submitted via WSSC's eProcurement Portal via <https://procurement.opengov.com/portal/wsscwater> **PRIOR TO 2:00 pm on Friday, June 26, 2026**. Late responses will not be accepted.

Project work includes

Construction of a new well house, water line and connections to the treatment plant buildings. Installation of new electrical duct bank connecting to an existing manhole. In addition, must perform all sitework including establishment of erosion and sediment controls, site grading, and pavement restoration.

1.2. Timeline

Release Project Date:	May 22, 2026
Pre-Bid Meeting (Non-Mandatory):	<p>June 3, 2026, 10:00am</p> <p>Microsoft Teams meeting</p> <p>Join:</p> <p>https://teams.microsoft.com/meet/253299707252429?p=ws6yXUj9P5MNPpTBLA</p> <p>Meeting ID: 253 299 707 252 429</p> <p>Passcode: hC6Ft7JV</p> <hr/> <p>Need help? System reference</p> <p>Dial in by phone</p> <p>+1 240-800-7929,,382026807# United States, Bethesda</p> <p>Find a local number</p> <p>Phone conference ID: 382 026 807#</p> <p>For organizers: Meeting options Reset dial-in PIN</p>
Question Submission Deadline:	June 9, 2026, 2:00pm
Response Submission Deadline:	June 26, 2026, 2:00pm

2. MINIMUM QUALIFICATIONS

2.1. MINIMUM QUALIFICATIONS

Bidders shall be responsible and have the capability to properly perform work contemplated according to the Contract terms and shall have the necessary manufacturing and field installation expertise, manpower, equipment, and sufficient capital to execute the Work properly within the time specified. Bidder shall have experience constructing electrical, mechanical, structural, I&C replacements/modifications in a functioning water and/or wastewater plant.

2.2. ROLES AND RESPONSIBILITIES

Contractor:

Project Manager - shall be responsible for overseeing construction projects submittals review, some design management, manage the coordination between contractors and clients, ensuring that all parties work together efficiently, plan meetings and documentation. Other roles include scheduling, quality control, as well as compliance with safety regulations, risk management, addressing any issues or delays that arise, support negotiations between client and contractor, ensure effective communication throughout the project. Strong leadership, problem-solving, and organizational skills are essential.

WSSC:

Project Manager – will serve as a representative of WSSC. The Project Manager will oversee design and construction of the projects from concept to completion, ensuring that creative visions align with business goals, a team of designers, architects, or other specialists, while coordinating with designers and contractors to clarify requirements and feedback. Other roles include budgeting, scheduling, and quality control, ensuring projects stay on track and meet deadlines. In addition, the Project Manager will solve problems that arise during the project lifecycle, act as a liaison between

2.3. SAFETY REQUIREMENTS

- A. All contractors must complete and submit the attached Contractor Safety and Health Program Questionnaire. Failure to provide this information may result in disqualification.
- B. Contractors whose current Experience Modification Rate (EMR) exceeds 1.0, or whose most recent Total Recordable Incident Rate (TRIR) (or other incident rates) exceed 100% of the industry average for their applicable NAICS code(s), must designate a qualified and experienced safety representative. This representative's duties shall include accident prevention and supervision of all site-specific safety programs on WSSC Water projects.
- C. The designated safety representative must be present, actively engaged, and qualified to manage and implement safety requirements in compliance with regulatory and project-specific standards. Industry average incident rates may be referenced at <http://www.bls.gov/news.release/osh.nr0.htm>
- D.

3. INSTRUCTIONS TO BIDDERS/OFFERORS

3.1. COMPLIANCE WITH COMMISSION PROCUREMENT REGULATIONS

The Commission's Procurement Regulations, WSSC Code of Regulations, Title 6, Chapter 6.15, are incorporated into this Solicitation and made a part of this Solicitation by reference. The Procurement Regulations can be viewed online at <https://wssc.district.codes/Code/6.15>.

3.2. DEFINITIONS

Whenever the following words occur in these Instructions to Bidders/Offerors, they shall have the following meanings.

- A. "Bidder" means any person submitting a bid in response to an invitation for bids ("IFB") or a request for quotations ("RFQ").
- B. "Contract Documents" means all documents that are included, attached, or referenced in a Solicitation.
- C. "Invitation for bids" ("IFB") means all documents, whether attached or incorporated by reference, utilized for soliciting bids.
- D. "Invitation for prequalification" ("IFP") means all documents, whether attached or incorporated by reference, utilized for prequalifying potential bidders.
- E. "Offeror" means any person submitting a proposal to a request for proposals ("RFP") or invitation for prequalification ("IFP").
- F. "Request for proposals" ("RFP") means all documents, whether attached or incorporated by reference, utilized for soliciting proposals.
- G. "Responsible" means a person who has the capability in all respects to perform fully the requirements stated in the invitation for bids and request for proposals, respectively, and the integrity and reliability that will assure good faith performance.
- H. "Responsive" means a person who has submitted a bid or a proposal that fully conforms to the invitation for bids or request for proposals.
- I. "Solicitation" means an invitation for bids, a request for proposals, a request for quotations, an invitation for pre-qualification, or any other document issued by WSSC for the purpose of soliciting bids or proposals to perform a WSSC contract.

3.3. WSSC'S SUPPLIER PORTAL SYSTEM

Bidders/Offerors are required to register in WSSC's Supplier Portal System in accordance with WSSC Code of Regulations, Title 6, Chapter 6.25, at the time of bid opening or proposal submission due dates. Failure to have an active supplier profile prior to this time may render the bid or proposal non-responsive. Information regarding the Supplier Portal System can be found online at <https://wssc.district.codes/Code/6.25> and www.wsscwater.com.

3.4. EXPLANATION OF CONTRACT DOCUMENTS TO PROSPECTIVE BIDDERS/OFFERORS

Any prospective Bidder/Offeror must carefully examine the Solicitation. If a prospective Bidder/Offeror is unclear as to the meaning or intent of any of the Contract Documents included in the Solicitation, the prospective Bidder/Offeror shall request a clarification from the Procurement Office before its bid/proposal is submitted.

All questions pertaining to the Solicitation or Contract Documents shall only be submitted by a Bidder/Offeror to the Procurement Officer identified in the Solicitation via the Online Discussion feature in the Supplier Portal. Questions submitted via email shall not be answered. Replies, where warranted, will be by addenda issued electronically to all parties who have downloaded the Solicitation. Questions received less than ten (10) days prior to the date for opening of bids or due date for receipt of proposals may not be answered. Only questions answered by formal written addenda will be binding. Questions received after this deadline may be addressed at the discretion of the Commission. Oral and other interpretations or clarifications will be without legal effect. Any information given to a prospective Bidder/Offeror by the Commission will be furnished to all prospective Bidders/Offerors via Online Discussion in the Supplier Portal.

Any information given to a prospective Bidder/Offeror by the Commission will be furnished to all prospective Bidders/Offerors.

3.5. SECURITY CLEARANCE REQUIRED FOR ACCESS TO PLANS AND DRAWINGS

In order to receive plans and drawings related to the Solicitation, a prospective Bidder's/Offeror's representative must first be approved through a security background investigation. The Bidder's/Offeror's representative can obtain an application for a security clearance by contacting WSSC's Procurement Office by phone, (301) 206-8288. Requests for plans and drawings can only be fulfilled for representatives having successfully completed the security investigation. Multiple representatives may gain security clearance to request plans and drawings.

Additionally, plans and drawings may be accessed through E-Builder® ASP software. A user name and password is issued by the Procurement Officer upon request. To obtain a user name and password for access, a Bidder's/Offeror's representative must first obtain a security clearance.

3.6. SUBMISSION OF BIDS (COMPETITIVE SEALED BIDDING)

- A. **Bid Forms** Bids shall be submitted in accordance with the instructions in the Solicitation and shall be filled out in typewritten or written ink. If changes and erasures are made, such changes and erasures shall be clear and legible, and shall be initialed by the person signing the forms.

The bid forms may provide for submission of a price or prices for one or more items, which may be lump sum bids, alternate prices, and scheduled items resulting in a bid on a unit of construction or a combination thereof, or other bidding arrangements. Unless specifically called for, alternate bids will not be considered.

Failure to submit a bid form or submitting an incomplete bid form with the bid may lead to the bid being deemed non-responsive or non-responsible.

- B. **Bid Submittals** Bidders shall complete and submit any submittals required by the Solicitation with the bid. Failure to submit a submittal or submitting an incomplete submittal with the bid may lead to the bid being deemed non-responsive or non-responsible.
- C. **Bid Bond** If the Solicitation requires a bid bond and a Bidder fails to submit a bid bond with the bid, the bid shall be deemed non-responsive.
- D. **Multiple Unit Prices** No Bidder will be permitted to offer more than one price for each item identified in a bid form even though it believes it has two or more products that will meet the specifications in the Solicitation. If a Bidder submits more than one price for any item, all prices for that item may be rejected at the discretion of the Chief Procurement Officer. Further, the bid may be deemed non-responsive.
- E. **Bid Submittal Limit** A Bidder may submit only one bid in response to a Solicitation. If a Bidder submit more than one bid, the bids will be rejected and deemed non-responsive.
- F. **Alternate Bid** Unless alternate bids are specifically requested in the Solicitation, they will not be accepted. Alternate bids will be rejected and deemed non-responsive.
- G. **Conditional Bids** If a Bidder submits a bid that requires the Commission to accept changes or additions to the Contract Documents, the bid will be rejected and deemed non-responsive.
- H. **Bid Signing** Signing of a bid shall comply with instructions in bid forms.
- I. **Bid Delivery** Bids shall be submitted on-line through the Commission's Solicitation Portal.

A Bidder shall assume full responsibility for timely submission and only one bid may be submitted. Bid submittals shall contain an Electronic Copy of Original Bid documents. Electronic Copy Bid Submittal shall be submitted via the Portal at <https://procurement.opengov.com/portal/wsscwater>.

Bids shall be submitted on the forms provided and must be signed by an authorized representative of the bidder. Bids submitted in any form other than as specified herein will be deemed non-responsive and will not be considered for award.

Bids shall be concise, yet sufficiently comprehensive to set forth the bidders understanding of the required services. Bids must be organized to the structure described in these Additional Instructions.

Any bid received after the exact time for receipt will be deemed non-responsive. The bid will not be considered for award. However, an exception may be made when a late bid would have been timely but for the action or inaction of the Commission.

3.7. ACKNOWLEDGMENT OF AMENDMENTS TO THE SOLICITATION

Each Bidder/Offeror shall acknowledge receipt of any amendment to the Solicitation in accordance with the instructions stated in the amendment or otherwise stated in the Solicitation. If a Bidder/Offeror fails to acknowledge the amendment prior to the deadline for submitting a bid or proposal, the bid or proposal may be deemed nonresponsive.

3.8. WITHDRAWAL OF A BID (COMPETITIVE SEALED BIDDING)

Prior to the time and date set for bid opening, a Bidder may withdraw a bid or proposal by "Unsubmitting" their response in the eProcurement Portal. Bids or proposals may only be withdrawn prior to the time and date set for bid opening.

No Bidder may withdraw a bid within 120 days after the actual date of the opening of the bids. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened. Should there be reasons why a contract cannot be awarded within the specific period, the time may be extended by mutual agreement between the Commission and the Bidder.

3.9. BID MODIFICATION, MISTAKES, AND MINOR INFORMALITIES (COMPETITIVE SEALED BIDDING)

- A. **Mistakes in Bids Discovered Before Bid Opening** A Bidder may correct mistakes discovered before the time and date set for bid opening by withdrawing or correcting the bid.
- B. **Mistakes Discovered After Bid Opening but Before Award** Mistakes in bids that are discovered after the time and date set for bid opening but before award shall be resolved as follows:
 - i. **Minor Informalities.** Minor informalities are matters of form rather than substance evident from the bid document, or insignificant mistakes that can be waived or corrected without prejudice to other bidders; that is, the effect on price, quantity, quality, delivery, worker and/or public safety or contractual conditions is negligible. The Procurement Officer may waive such informalities or allow the bidder to correct them depending on what is in the best interests of WSSC.
 - ii. **Mistakes Where Intended Correct Bid Is Evident.** If the mistake and the intended correct bid are clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn.
 - iii. **Mistakes Where Intended Correct Bid Is Not Evident.** A bidder may be permitted to withdraw a low bid if:
 - 1. A mistake is clearly evident on the face of the bid document, but the intended correction is not similarly evident; or
 - 2. The bidder submits objective proof which clearly and convincingly demonstrates that a mistake was made.
- C. **Mistakes Discovered After Award** Mistakes shall not be corrected after award of the contract except where the Chief Procurement Officer makes a written determination that it would be unconscionable not to allow the mistake to be corrected.

3.10. BIDDER/OFFEROR QUALIFICATIONS

- A. **Performance Capability** A Bidder/Offeror shall be responsible and have the capability to properly perform the work described in the Contract Documents, and shall have the necessary expertise, manpower, equipment, capacity and sufficient financial resources to execute the work described in the Contract Documents properly within the time specified.

The Commission, at its discretion, may make such investigations it deems necessary to determine the ability of a Bidder/Offeror to perform the work described in the Contract Documents, and the Bidder/Offeror shall furnish to the Commission such information and data for this purpose as the Commission may request. The Commission may visit any prospective Contractor's place of business, contracts in progress, or contact persons knowledgeable of the Bidder/Offeror's background to determine its ability, capacity, reliability, financial stability, or other factors necessary to perform the work described in the Contract Documents in a manner satisfactory to the Commission.

The Commission may determine a Bidder/Offeror non-responsible if the Commission determines the Bidder/Offeror does not have the capability, integrity, or reliability to perform the work described in the Contract Documents.

3.11. BONDS AND INSURANCE

The Bidder/Offer to whom a contract is recommended for award shall submit any required bonds and insurance documents to the Procurement Office in accordance with the Procurement Office's instructions. Failure to submit the required documentation within the time period specified may be cause for deeming the bid or proposal **non-responsible**.

3.12. PROTESTS

Any protest concerning the Solicitation shall be decided by the Chief Procurement Officer in accordance with Procurement Regulations, WSSC Code of Regulations, Title 6, Chapter 6.15.550.

- A. **Right To Protest** Any actual or prospective Bidder or Offeror who is aggrieved in connection with a Solicitation or an award of a Contract may protest to the Chief Procurement Officer. The protest shall be in writing and filed with the Office of the Chief Procurement Officer within seven (7) days after such aggrieved person knows or should have known of the facts giving rise to the protest. A protest shall be considered untimely if it is not received by the Office of the Chief Procurement Officer within the time period stated above. A Bidder or Offeror is aggrieved only if the Bidder or Offeror can demonstrate that, should the protest be sustained, the Bidder or Offeror may be eligible for the award.
- B. **Form Of Protest** The written protest shall include, at a minimum, the following: (a) name and address of the protestor, (2) Solicitation or Contract number, (3) statement of reasons for the protest, and (4) supporting exhibits, evidence, or documents to substantiate any claims.
- C. **Filing Fee** The filing fee for a protest is ONE THOUSAND DOLLARS (\$1,000.00). The filing fee shall be paid in the form of a check payable to the Washington Suburban Sanitary Commission. If the protest is sustained by the Chief Procurement Officer, the protester will be entitled to a refund of the filing fee. A PROTEST SHALL BE CONSIDERED UNTIMELY IF THE FILING FEE IS NOT RECEIVED BY THE PROCUREMENT OFFICE WITHIN THE TIME LIMITATIONS TO FILE A PROTEST.
- D. **Authority To Resolve Protests** The Chief Procurement Officer, after consultation with the General Counsel's Office, shall have the authority, before the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved Bidder or Offeror concerning the Solicitation or award of a contract.

- E. **Award Of A Contract During A Protest** In the event of a timely protest, the Commission shall not proceed further with a Solicitation or with the award of a contract until after a written decision on the protest has been issued by the Chief Procurement Officer, unless the Chief Procurement Officer, after consultation with the General Counsel's Office and the appropriate using department, determines in writing that awarding a contract without delay is necessary to protect the interests of the Commission.

- F. **Final Decision** If the protest is not resolved by mutual agreement, the Chief Procurement Officer must adjudicate the protest on the record and issue a final written decision within twenty-one (21) days of receiving the protest. The decision must: (a) state the reasons for the action taken and (2) inform the Bidder or Offeror of its right to appeal the written decision.

- G. **Appeal To Court** The aggrieved Bidder or Offeror may appeal the written decision of the Chief Procurement Officer to the Circuit Court for Montgomery County or the Circuit Court for Prince George's County under the Maryland Rules governing administrative mandamus actions.

- H. **Entitlement To Bid Preparation Costs** If a protest is sustained by the Chief Procurement Officer and the protesting Bidder or Offeror should have been, but was not, awarded the contract under the Solicitation, the aggrieved Bidder or Offeror shall be entitled to the reasonable costs incurred in connection with the Solicitation, including bid preparation costs. The aggrieved Bidder or Offeror shall not be entitled to recover any attorneys' fees incurred in connection with the Solicitation or protest.

3.13. SOLICITATION CANCELLATION

A Solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part when the Chief Procurement Officer deems it to be in the best interests of WSSC. Notice of such a decision must be made in writing and provided to all bidders or offerors.

3.14. CONTRACT AWARD

- A. **Construction Contracts or Design/Build Contracts (Competitive Sealed Bidding)** Contracts for construction or design/build using a competitive sealed bidding procurement will be awarded in accordance with MD. Code Ann., Pub. Util. § 20-105(b).

- B. **Construction Contracts or Design/Build Contracts (Competitive Sealed Proposals)** Contracts for construction or design/build using a competitive sealed proposals procurement will be awarded in accordance with MD. Code Ann., Pub. Util. § 20-105(c).

- C. **Other Contracts (Competitive Sealed Bidding)** Contracts that are not for construction or design/build using a competitive sealed bidding procurement will be awarded in accordance with Procurement Regulations, WSSC Code of Regulations, Title 6, Chapter 6.15.310.

D. Other Contracts (Competitive Sealed Proposals) Contracts that are not for construction or design/build using a competitive sealed proposals procurement will be awarded in accordance with Procurement Regulations, WSSC Code of Regulations, Title 6, Chapter 6.15.320.

3.15. EXECUTION AND ACCEPTANCE OF A CONTRACT

A contract shall not be considered accepted by the Commission and binding upon the Commission until (1) a contract has been executed by the Chief Procurement Officer or an authorized designee acting within the scope of his/her authority and (2) a Notice to Proceed has been issued.

The Commission reserves the right to cancel a recommended award of a contract without liability to the Commission at any time prior to (1) a Contract being executed by the Chief Procurement Officer or an authorized designee acting within the scope of his/her authority or (2) a Notice to Proceed being issued. Upon cancelling a recommended award, a recommended award may then be made to the next ranked responsive and responsible Bidder/Offeror or the Solicitation may be cancelled and re-advertised.

Failure by a Bidder/Offeror to execute a contract, submit such other documents as required by the Contract Documents, or file acceptable insurance and bonds within the time directed shall be just cause for canceling the recommended award. Upon cancelling a recommended award, a recommended award may then be made to the next ranked responsive and responsible Bidder/Offeror or the Solicitation may be cancelled and re-advertised.

Subcontract plans must be entered and approved in the web-based compliance system in accordance with the Commission's directives. Failure by a Bidder/Offeror to comply with such directives shall be just cause for canceling a recommended award. Upon cancelling a recommended award, a recommended award may then be made to the next ranked responsive and responsible Bidder/Offeror or the Solicitation may be cancelled and readvertised.

A Notice to Proceed will be issued after (1) a contract has been executed by the Chief Procurement Officer or an authorized designee acting within the scope of his/her authority, (2) upon receipt and acceptance by the Commission of a Bidder's/Offeror's insurance, bonds, any other designated documents, (3) upon verification of entry and acceptance of subcontracting plans in the web-based compliance system, and (4) upon approval of background investigations of employees to work on Commission property. The Notice to Proceed represents the final document required before a contract shall be considered accepted by the Commission and binding upon the Commission.

3.16. MARYLAND PUBLIC INFORMATION ACT NOTICE

The Commission is subject to the Maryland Public Information Act. Bidders and Offerors are strongly encouraged to specifically identify those portions of their bids or proposals, if any, which they deem to contain protected trade secrets, confidential commercial information, confidential financial information, or confidential geological or geophysical information pursuant to Md. Code Ann., General Provisions, §§ 4-335 and 4-336.

4. ADDITIONAL INSTRUCTIONS TO BIDDERS

This Solicitation shall be conducted in accordance with the Commission's or WSSC Water Procurement Regulations: WSSC Water Code of Regulations, Title 6 Ch. 6.15. The following instructions are in addition to those contained in the Instructions to Bidders/Offerors included in the Solicitation.

4.1. Submission of Bid

- A. Only one Bid may be submitted by a Supplier.
- B. Bids shall be submitted electronically via WSSC's eProcurement portal at <https://procurement.opengov.com/portal/wsscwater>.
- C. Bid submitted in any form other than as specified herein may be deemed non-responsive and will not be considered for award. Bid must be signed by an authorized representative of the Bidder. Oral and telegraphic Bids, including e-mail submissions, are considered invalid and will not be accepted or considered for award.
- D. Bids shall be concise, yet sufficiently comprehensive to set forth the Bidder's understanding of the required services. Bids must be organized to the structure described in these Additional Instructions to Bidders.
- E. Minimum Qualifications: Provide documentation that meets the requirements in the [SCOPE OF WORK](#) and Bidder's [MINIMUM QUALIFICATIONS](#). A Bid not meeting any of the [MINIMUM QUALIFICATIONS](#) requirements will be deemed non-responsive/non-responsible and precluded from further consideration.
- F. Appendix A: OSDI PARTICIPATION. Provide the executed forms required in Appendix A of the Solicitation.
- G. Appendix B: CERTIFICATE OF INSURANCE. Provide a certificate of insurance in accordance with the Insurance Requirements located in the solicitation Appendix B.
- H. Appendix C: [VENDOR QUESTIONNAIRE](#). Provide the executed forms, which are located in Appendix C, for responsiveness to the Bid Solicitation.
- I. Responsiveness: Provide all forms required in Appendix A, Appendix B, and Appendix C in addition to the Bid Schedule and Minimum Qualifications for responsiveness to the bid solicitation.

4.2. Pricing

- A. Bidders shall enter their pricing in the [PRICING PROPOSAL](#) section-of this solicitation their all- inclusive unit price for the service required. The prices quoted in the Bid shall be firm for the duration of this Contract (base and option years if applicable).
- B. Pricing shall reflect all fringe benefits, overhead, profit, general and administrative expenses, and associated costs to complete the outlined scope of work. All mobilization and demobilization are included in the line-item price. Daily rates shall be applicable for an all-inclusive 8-hour day within a 24-hour

period. The total price shall be the product of the Bidder's delivery unit price by the quantities given. All unit prices shall include F.O.B. destination shipping terms. No separate line-item pricing will be allowed for either bidding or invoicing purposes.

- C. The Contractor shall be aware that the quantities provided are estimated for bidding purposes only and may be increased, decreased, or eliminated - no guarantee for minimum quantities. The Contractor will be paid on the basis of the per-unit cost of the work item based on work performed and accepted by the Contract Manager.

5. GENERAL CONDITIONS - CONSTRUCTION

5.1. DEFINITIONS

Wherever used in these General Conditions, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof.

- A. Addenda - Written or graphic instruments issued prior to the Bid Opening, which modify or interpret the Contract Documents.
- B. Amendments - Written or graphic instruments executed after Bid Opening, which modify or Interpret the Contract Documents.
- C. Approval - Written approval from the Engineer.
- D. Bid - The offer or proposal of the Bidder submitted in the prescribed manner on the prescribed form setting forth the prices for the Work to be performed as described in the Contract Documents.
- E. Bidder - Any person, firm or corporation submitting a Bid for the Work.
- F. Bonds - Bid Bond, Performance Bonds, Labor and Material Payment Bonds, Maintenance Bonds, and other instruments of security furnished by the Contractor and his surety in accordance with the Contract Documents.
- G. Claim - A demand which seeks the payment of money, an adjustment of time, an adjustment or interpretation of any provision of the Contract Documents, or other relief arising under or relating to this Contract, including without limitation, controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.
- H. Commission - The Washington Suburban Sanitary Commission (WSSC), the Owner.
- I. Construction Easement - The right, acquired through formally executed permission of the property owner, permitting the Commission to use a clearly defined strip or parcel of land across the property of others temporarily during the period of initial construction of a specified utility or facility.
- J. Contract Documents - The Contract, including WSSC's Procurement Regulations, the Solicitation, Invitation for Bids, Bonds, Notice of Award, Notice to Proceed, Change Orders, Field Orders, Drawings, Certificate of Substantial Completion, Certificate of Final Acceptance, Specifications, these General Conditions, Special Conditions, Standard Details, Amendments, Addenda, Contract Execution Page, Appendix A from the Solicitation, Appendix B from the Solicitation, Appendix C Submissions, and Federal Contract Provisions when required.
- K. Contract Price - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.
- L. Contract Time - The specific date or the number of calendar days stated in the Contract Documents for the substantial completion of the Work.
- M. Contractor - The person, firm or corporation with whom the Commission has executed the Contract

- N. Contractor's Submittals - Shall include but not be limited to all shop, layout and working drawings, diagrams, illustrations, catalog data, brochures, calculations, and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.
- O. Day - A calendar day of 24 hours lasting from midnight one day to midnight the next day.
- P. Drawings - The part of the Contract Documents which show the characteristics and scope of the Work to be performed and which have been prepared by or for the Commission. The term is used interchangeably with the word "Plans" and includes Standard Details, and Specifications.
- Q. Engineer - The authorized agent of the Commission, acting within the scope of their authority or delegated authority and the particular duties assigned.
- R. Environmental Pollution - Presence and action of physical, chemical, biological, and human agents that adversely affect individual and community health and welfare; unfavorably alter or destroy ecosystems of importance to man; or degrade significant aesthetic and recreational values.
- S. Federal Contract Provisions - Are federal contract provisions which are required to be included in the Contract by the federal government.
- T. Field Order - A written order to the Contractor issued during construction by the Engineer for interpretations, clarifications, directives and other instructions as to the intent of the Contract Documents.
- U. Final Completion - That date as certified by the Engineer when all Work contained in the Contract Documents has been completed, including outstanding items of Work that were not required by the Engineer for the Certificate of Substantial Completion.
- V. General Conditions - The Articles included in this document.
- W. Inspector - The authorized representative of the Commission assigned to make detailed inspection of any or all portions of the Work or materials.
- X. Invitation for Bids - Has the same definition as WSSC Code of Regulations, Title 6, Chapter 6.15.070(oo).
- Y. Latent Defect - A hidden defect in the Work that reasonably careful inspection could not reveal prior to the expiration of the maintenance bond.
- Z. Manufacturer - Any person or organization who changes the form of a commodity or creates a new commodity and supplies it for the Work at any tier, but who does not perform labor at the site.
- AA. Notice to Proceed - Written communication issued by the Commission to the Contractor authorizing him to proceed with the Work and establishing the dates of commencement and substantial completion of the Work.

- BB. Or Equal - A material, article or method is specified or described by using the name of a proprietary product or name of a particular manufacturer or vendor in the Contract Documents and gives the Contractor an opportunity to provide an equal substitution. Materials, articles or methods deemed equal by the Contractor which he proposes to incorporate into the Work shall be submitted with his bid in accordance with requirements set forth in the Contract Documents.
- CC. Pollutant - Any chemical or physical substance that when introduced into a natural aquatic, atmospheric or soil system will cause adverse impact on that system. Includes grease, oil, bitumens, sewage, salts, adhesives, fuels and, when considering aquatic or atmospheric systems, soil.
- DD. Project - The undertaking to be performed as provided in the Contract Documents.
- EE. Proper Invoice - A payment estimate which has been approved as correct by the Engineer with respect to quantity, price, delivery, lawfully deducted sums, and supporting documentation which may be required by the Contract Documents.
- FF. Provide - Means furnish and install, complete in place.
- GG. Public Utilities Easement (PUE) - An easement established, by document and dedication by recordation of a plat of subdivision, to permit the construction, maintenance, and operation of the utilities for gas, electric, telephone and cable companies. Commission facilities are not included.
- HH. Right of Way - The right, acquired by a legally executed and recorded document, permitting the Commission to use a clearly defined strip or parcel across the land of others for the installation, construction, reconstruction, maintenance, repair, operation, and inspection, with the right of ingress and egress for a specified utility or facility, in perpetuity.
- II. Rock - Any indurated material that requires drilling, wedging, blasting, or other methods of brute force to excavate.
- JJ. Sensitive Documents: Documents and information that could reasonably be used to aid in or plan for contaminating or damaging the Commission system or Commission customers. Examples of such documents include, but are not limited to:
- KK. Solicitation - Has the same definition as WSSC Code of Regulations, Title 6, Chapter 6.15.070(mmm).
- LL. Special Conditions - A document which supplements, modifies, changes, deletes, removes, adds, or strikes any language to the General Conditions.
- MM. Specifications - Sections containing Scope of Work and technical requirements which are unique to a particular contract.
- NN. Standard Details - Commission details showing standard elements of construction, methods, and materials for use on Commission Contracts.

- OO. Structure - Structural entity including but not limited to building, manhole, duct bank, tank, foundation, road, pavement, pipe conductor, substation, pumping station.
- PP. Subcontractor - An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor at any tier for the performance of a part of the Work at the site. Subcontractor shall not mean supplier.
- QQ. Substantial Completion - That date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed in accordance with the Contract Documents so that the Project or specified part can be utilized for the purposes for which it is intended.
- RR. Supplier - Any person or organization who supplies materials or equipment for the Work at any tier, including that fabricated to a special design, but who does not perform labor at the site.
- SS. Work - Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the Contractor under the Contract Documents, labor, materials, equipment, and other incidentals and the furnishing thereof.
- TT. Written Notice - Any notice to any party of the Contract relative to any part of the Contract in writing and considered delivered and the service thereof completed when posted by mail to the said party at his last given address, or delivered in person to said party or his authorized representative of the Project.
- UU. WSSC's Procurement Regulations - The regulations adopted by the Commission and cited as WSSC Code of Regulations, Title 6, Chapter 6.15. The Procurement Regulations can be viewed <https://wssc.district.codes/Code/6.15>.

5.2. FIELD ORDERS

- A. At the request of the Contractor, the Engineer may issue Field Orders that contain interpretations, clarifications, and other instructions as to the intent of the Contract Documents. In addition, the Engineer may at any time issue additional instruction, explain details of the Work and issue detail drawings in the form of Field Orders, as necessary to perform the Work required by the Contract Documents. Upon receipt of a Field Order, the Contractor shall proceed with the performance of the Work in accordance with all instructions contained therein.
- B. There shall be no additional Contract Cost or Time to the Commission resulting from a Field Order unless the Contractor believes that the Field Order entitles him to a change in the Contract Price or Time or both, and so notifies the Engineer, in writing, within 7 days after receipt of the Field Order. Request for a Change Order arising out of a Field Order will not be considered without the attachment thereto of a copy of the referenced Field Order. Thereafter the Contractor shall document his position in accordance with the section for change in the Contract Price and Time within 30 days. Failure to notify the Engineer within 7 days after receipt of the Field Order or to document the Contractor's position within prescribed time shall constitute an abandonment of all entitlement.

- C. The Contractor shall proceed with the performance of the Work in accordance with the Field Order. Failure to proceed shall constitute a breach of Contract and shall be cause for termination of the Contract

5.3. SCHEDULES, REPORTS AND RECORDS

- A. The Contractor shall submit to the Engineer such schedule of quantities and costs, construction progress schedules, payrolls, breakdown of lump sum items, reports, estimates, records, and other data where applicable, as are required by the Contract Documents.

5.4. CONTRACT DOCUMENTS

- A. The intent of the Contract Documents is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental Work necessary to complete the Project in an acceptable manner, ready for use, occupancy or operation by the Commission.
- B. In resolving conflicts, errors, and discrepancies within the Contract Documents, the Documents shall be given precedence in the following order:
 - 1. Federal Contract Provisions (only if identified and incorporated in the Contract Documents)
 - 2. WSSC Procurement Regulations
 - 3. Change Orders
 - 4. Field Orders
 - 5. Task Orders
 - 6. Amendments
 - 7. Addenda
 - 8. Special Conditions
 - 9. General Conditions
 - 10. Contract Execution Page
 - 11. Notice to Proceed
 - 12. Notice of Award
 - 13. Special Provisions
 - 14. Specifications Drawings
 - 15. Standard Details
 - 16. Appendix B to the Solicitation (Insurance & Bonding Requirements)

17. Appendix A to the Solicitation (MBE and/or SLBE requirements)

18. Appendix C to the Solicitation (Commission Forms completed by Contractor)

19. Division 1, General Requirements governs the execution of all Sections of the Specifications from Division 2 through Division 16. Anything mentioned in the Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Specifications shall be of like effect as if shown or mentioned in both. Figure dimensions on Drawings shall govern over scale dimensions and detailed Drawings shall govern over general Drawings.

- C. Any discrepancies found between the Drawings and Specifications or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities prior to corrections directed by the Engineer shall be done at the Contractor's risk.

5.5. CONTRACTOR'S SUBMITTALS

- A. The Contractor shall provide all submittals as may be necessary for the prosecution of the Work as required by the Contract Documents.

5.6. MATERIALS, SERVICES AND FACILITIES

- A. It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.
- B. Manufactured articles, materials, and equipment shall be new, and shall be stored, applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer, and as approved by the Engineer. Manufactured articles, materials, and equipment shall meet all specified requirements, and their manufacturers and suppliers shall be approved by the Engineer before delivery to the Contract site. When manufactured articles, materials, and equipment, and their manufacturers and suppliers are named in the Specifications, only those named will be considered and accepted. When the named manufactured articles, materials and equipment are followed by the phrase "or equal," the provisions of Section 01630 shall apply.
- C. Deliveries of material, equipment, and supplies to the Contractor or Subcontractors at the contract site shall be specifically addressed to the Contractor or Subcontractor and not to the Commission. Commission personnel will not accept deliveries for the Contractor or Subcontractors.
- D. Materials and equipment shall be stored to ensure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located and stored to facilitate prompt and safe inspection. Temporary fence shall be provided, when required. All written instructions and recommendations of the manufacturer and requirements of the Engineer for lubrication, protection, and maintenance of equipment shall be performed during storage, installation, and until it is

accepted as substantially complete by the Engineer. Materials and equipment damaged including those damaged internally from moisture, improper storage or otherwise shall be replaced or repaired as directed by the Engineer at no additional cost to the Commission.

- E. Materials, supplies, and equipment shall be in accordance with samples, drawings, and catalog cuts submitted by the Contractor and approved by the Engineer and shall not be delivered to the Work site prior to the Engineer's approval of samples and Contractor's submittals.
- F. Materials, supplies or equipment to be incorporated into the Work shall be new and shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.
- G. The Contractor shall submit to the Engineer an invoice for each movable item furnished, including tools, office furniture and equipment and laboratory equipment.
- H. All Work included in this Contract shall be performed in a skillful and workmanlike manner. The Contractor shall employ no plant, equipment, materials, methods or persons to which the Engineer objects, and shall remove no plant, equipment or other facilities from the site of the Work without permission of the Engineer.

5.7. INSPECTION AND TEST

- A. All materials and equipment used in the construction of the Project shall be subject to inspection and testing as required and defined in the Contract Documents.
- B. If the Contract Documents, laws, ordinances, rules, regulations or order of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor shall give the Engineer 10 Day notice of readiness. The Contractor shall then furnish the Engineer the required certificates of inspection, testing or approval.
- C. Inspection, tests or approvals by the Engineer or others are for the sole benefit of the Commission and will not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.
- D. The Engineer and his representatives shall have access to the Work at all times. In addition, authorized representatives of the Commission or agents of any participating Federal, State or local agency shall be permitted from time to time, as in their sole discretion they may deem necessary, to inspect all Work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. All such records shall remain available and accessible during performance of the Contract and until 3 years from the date of Final Payment, or, in case of dispute, for a period of 3 years after resolution of said dispute, whichever is later. The Contractor shall provide proper facilities for such access, observation of the Work, and any inspection or testing thereof.

- E. If any Work is covered without the approval of the Engineer or contrary to requirements elsewhere in the Contract Documents, it shall, if requested by the Engineer, be uncovered for his observation and recovered at the Contractor's expense.
- F. If the Engineer considers it necessary or advisable that approved covered Work be inspected or tested, the Contractor, at the Engineer's request, shall uncover, expose or otherwise make that portion of the Work available for observation, inspection or testing as the Engineer may require by furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction and an appropriate Change Order will be issued. Any additional compensation or extension of time shall be determined as provided in Article 14.

5.8. SUBSTITUTIONS

- A. Substitutions for named and specified materials, articles, and methods followed by the phrase "or equal" will only be allowed within the parameters set forth elsewhere in the Contract Documents.

5.9. PATENTS

- A. The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and hold the Commission harmless from loss on account thereof, except that the Commission will be responsible for any such loss when a particular process, design or the product of a particular manufacturer or manufacturers as specified is an infringement of a patent, provided, however, that the Contractor shall be responsible for such loss unless he gives such information to the Engineer within 7 days of its receipt.

5.10. SURVEY, PERMITS, REGULATIONS

- A. Unless otherwise specified, the Engineer will furnish all boundary surveys and establish all baselines for locating the principal component parts of the Work together with suitable number of bench marks adjacent to the Work as shown in the Contract Documents.
- B. Unless otherwise specified, permits, licenses, and easements for permanent structures and permanent modifications to existing facilities will be secured and paid for by the Commission.
- C. For electrical Work, permits for permanent structures, and permanent modifications to existing facilities are not required. Permits for electrical Work of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor.
- D. Plumbing or gas fitting of a temporary or permanent nature on a structure or modifications to a structure shall be performed in accordance with The Plumbing and Gas fitting Regulations of the Washington Suburban Sanitary District. The plumbing permit shall be secured by the Contractor, and will be issued by the Commission for no fee.

- E. The Contractor shall give all notices and comply with all permits, laws, ordinances, rules, and regulations bearing on the conduct of the Work. In the event the Contract Documents impose a broader or more stringent requirement than an applicable permit, law, ordinance, rule, or regulation, the Contractor shall comply with such broader or more stringent requirement, and such requirement shall not be deemed to conflict with the applicable permit, law, ordinance, rule, or regulation requirement.
- F. Should any permit, license or certificate, expire, be revoked, terminated or suspended as a result of any action on the part of the Contractor, he shall not be entitled to any additional compensation, neither will he be entitled to an extension of the Contract Time.
- G. Permits obtained by the Commission for this Project are listed on the Drawings and specific requirements contained in these permits that are not covered elsewhere in the Standard Specifications and on the Drawings but are the responsibility of the Contractor will be included in the Contract Documents. A copy of the permits will be available for inspection from the Engineer.

5.11. PROTECTION OF WORK, PROPERTY AND PERSONS

- A. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.
- B. In case of suspension of Work for any cause, the Contractor shall be responsible for the Project and shall take such precautions as may be necessary to prevent damage to the Work, all material or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, provide for proper drainage, provide temporary heat, light, and other required utilities and services, and shall erect any necessary temporary structures, signs, or other facilities at his expense. In addition, the Contractor shall properly and continuously maintain in acceptable growing condition all living material in newly established plantings, seedings, and sodding furnished under this Contract, and shall take adequate precautions to protect new and existing growth against injury.
- C. The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. He shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. He shall notify owners of adjacent utilities when prosecution of the Work may affect them.
- D. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, shall act, at his discretion, to prevent threatened damage, injury or loss.
- E. When the Commission has been notified of emergency situations requiring in the Engineer's opinion, immediate attention and rectification, the Engineer will so notify the Contractor. Should the Contractor

not commence Work to rectify the situation within 1 hour after notification, the Commission may perform the required Work and deduct the costs thereof from monies owed the Contractor.

5.12. SUPERVISION BY CONTRACTOR

- A. The Contractor shall supervise and direct the Work. He shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction. The Contractor shall employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall be able to communicate in fluent English. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times when the Work is in progress as required to perform adequate supervision and coordination of the Work as determined by the Engineer. The supervisor shall have a thorough understanding of the Contract Documents and shall have previous experience in the type of Work being performed.

5.13. CHANGE ORDERS

- A. Without invalidating the Contract, the Engineer, if acting within the scope of his authority or delegated authority, may at any time or from time to time by written order and without notice to the sureties, order additions, deletions or revisions in the Work when ordered by the Engineer. These will be authorized by Change Orders. Upon receipt of the Change Order, the Contractor shall promptly and diligently proceed with the Work involved. If any Change Order causes an increase or decrease in the Contract Price, or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 14, subject to the conditions hereinafter stated.
- B. The Contractor shall proceed with the performance of any changes in the Work so ordered by the Engineer. Failure to proceed shall constitute a breach of Contract and shall be cause for termination of the Contract. Should the Contractor believe that a Change Order entitles him to a change in Contract Price or Time or both, he shall give the Engineer Written Notice within 7 days after receipt of the Change Order. Thereafter the Contractor shall document his position in accordance with the section Changes in Contract Price for a change in the Contract Price or Time or both within 30 days. Failure to notify the Engineer within 7 days after receipt of the Change Order or to document the Contractor's position within prescribed time shall constitute an abandonment of any and all entitlement to a change in Contract Price and/or Time.

5.14. CHANGES IN CONTRACT PRICE AND TIME

- A. The Contract Price may be changed only by a Change Order. The value of Work covered by a Change Order for increase or decrease in the Contract Price shall be determined in the manner provided herein, in the following order of precedence.
 - 1. Mutually agreed upon unit prices.

2. An agreed lump sum, if supported by written cost documentation acceptable to the Engineer. If an agreed lump sum is not reached prior to initiation of the Change Order Work, the value of Work covered by the Change Order shall be determined in accordance with the information provided below, unless otherwise determined by the Engineer.
3. On the basis of the Cost of the Work determined as provided below.
 - a. The Cost of the Work shall be determined as follows:
 1. For all labor and for foremen in direct charge of the specific operations, the Contractor shall receive the actual rate of wage in effect at the time the Work is performed for each and every hour that said worker and foreman are actually engaged in such Work. Said agreed rate shall be no higher than that regularly paid the employee. A foreman shall not be used where there are fewer than 2 workers employed except with the written consent of the Engineer. The Contractor shall receive the actual costs paid to or on behalf of workers by reason of fringe benefits including but not limited to social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation, and holiday pay. Expenses of working after hours, on holidays or on Saturdays and Sundays shall be included to the extent authorized by the Engineer. Subsistence and travel allowance where required by collective bargaining agreements shall be included.
 2. For cost of materials accepted by the Engineer and used as an integral part of the finished Work, the Contractor shall receive the actual cost of such materials delivered to the Work, including transportation charges paid by him, exclusive of equipment rentals as hereinafter set forth. For other materials used in the construction which are not an integral part of the finished Work, such as but not limited to sheeting, false Work, and form lumber, the Contractor shall be reimbursed in the amount agreed upon by the Engineer before such Work is begun. The salvage value of such material will be taken into consideration in determining the amount of reimbursement.
 3. Cost of construction equipment shall be based on the actual time the equipment is required to perform the Work and shall not exceed 8 hours per day unless equipment is in operation for a longer time. Moving time, loading, unloading, and hauling will not be paid for if the equipment is used at the site for other Work. For the use of equipment moved in on the Work and used exclusively for the Work covered by the Change Order, the Contractor will be paid the rates herein specified including moving time, loading, unloading, and hauling. The time period shall begin at the time the equipment is unloaded at the site of the Work, shall include each day or fraction thereof that the equipment is at the site of the Work, excluding Saturdays, Sundays, and other legal holidays unless the Work is performed on such days, and shall terminate at the end of the day on which the Engineer directs the Contractor to discontinue the use of such equipment. The rates of payment for equipment used, regardless if owned or rented, including fuel and lubricants but excluding operators, shall be established using cost documentation acceptable to the Engineer. No payment will be made for the small

tools defined as individual pieces of equipment or tools having a new value of \$1,000 or less. When the Commission is obligated to pay for idle equipment, the allowance will be 50 percent of the rate determined herein.

4. For cost of premiums for additional bonds and insurance required because of changes in the Work, the Contractor shall receive the actual cost. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such bond and insurance.
5. The Cost of the Work shall not include any of the following: Payroll costs and other compensation of the Contractor's Officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, superintendents, foremen not engaged in the Work, timekeepers, clerks, and other personnel employed by the Contractor whether at the site or in the Contractor's principal or branch office, all of which are to be considered overhead costs covered by the Contractor's Fee. Costs due to the negligence of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in this section.
6. Cost of Subcontractors used on the Work shall be computed in the manner set forth hereinabove in this section. Subcontractor's Fee shall be as provided in as identified in this section.
7. No payment will be made until the Contractor furnishes the Engineer itemized statements of the Cost of the Work detailed as to the following: Name, classification, date, daily hours, total hours, rate, and extension for each worker, foreman. Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment. Quantities of materials, prices including transportation cost and extensions. Cost of bonds and insurance premiums. Requests for payment shall be accompanied by original receipted invoices for materials used and transportation charges. If, however, the materials used in the Work are not specifically purchased for such Work but are taken from the Contractor's stock, then in lieu of the original invoices the statements shall contain or be accompanied by an affidavit of the Contractor which shall certify that such materials were taken from his stock, that the quantity claimed was actually used and that the price and transportation of the material as claimed represent actual cost.
8. Labor, material, and equipment usage reports shall be furnished daily to the Engineer, signed by both parties.
9. The Contractor's Fee allowed to the Contract for overhead and profit shall be determined as follows:
 - I. For costs incurred under this section, the Contractor's Fee shall be 15 percent.

II. For cost incurred under this section, the Contractor's Fee shall be a single allowance of 5 percent regardless of the tier of the Subcontractor.

III. No fee shall be payable on the basis of costs itemized under this section.

IV. The Contractor's Fee shall be calculated in the same.

10. If directed, the Contractor shall submit to the Engineer 3 qualified bids for extra or changed Work and materials, if similar Work is not being performed at the Project site.

11. The Contract Time may be changed only by a Change Order. Extensions of time, when granted, will be based upon the effect of delays to the Work as a whole. Extensions of time will not be granted for noncontrolling delays to portions of the Work unless it can be shown that such delays did in fact delay the progress of the Work as a whole. Request for time extension shall be accompanied by a revised construction schedule or portion thereof demonstrating the delay to the progress of the Work as a whole. Extensions of time will not be granted until the Engineer is satisfied that the time extension is appropriate and justified. Said extension of time shall be the Contractor's sole and exclusive remedy.

12. No Damages For Delay: The Contractor shall not be entitled to any costs for delay, disruption, suspension, or extension of time, or resulting labor productivity losses, constructive acceleration, ripple effects, cumulative impacts, overheads, profits, indirect costs, or other alleged damages of any nature or kind, even if not in the contemplation of the parties at the time the Contract Documents were executed, the Contractor acknowledges that the Contract Price is full consideration for all such damages, costs, or losses.

5.15. TIME FOR SUBSTANTIAL COMPLETION AND LIQUIDATED DAMAGES

- A. The date of beginning and the time for substantial completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on the date specified in the Notice to Proceed. Time is of the essence for all periods of time specified in the Contract Documents.
- B. The Contractor shall proceed with the Work at such rate of progress to ensure substantial completion within the Contract Time. It is expressly understood and agreed by and between the Contractor and Commission that the Contract Time for the substantial completion of the Work described herein is a reasonable time, taking into consideration the average climate and economic conditions and other factors prevailing in the locality of the Work.
- C. If the Contractor shall fail to substantially complete the Work within the Contract Time, or extension of time granted by the Engineer, then the Contractor shall pay to the Commission the amount for liquidated damages as specified in the Contract Documents for each calendar day that the Contractor shall be in

default after the time or date stipulated thereon; and the Commission may deduct the same from monies due from current progress payments or to become due to the Contractor otherwise.

- D. Should the Contractor abandon performance of the Work, the Commission shall have the right to complete the Work with its own or other forces, and the liquidated damages provisions set forth herein as well as other provisions of the Contract shall remain in effect; and such liquidated damages provisions shall not be construed to be a substitute for damages caused by increased cost of the Work but shall be compensatory only for delay in substantial completion of the Contract.
- E. This Article does not exclude the recovery of damages by either party under other provisions of the Contract Documents.
- F. The Contractor will not be charged with liquidated damages or any excess cost when the delay in substantial completion of the Work as a whole is a controlling delay due to the following unforeseeable causes, and the Contractor has given Written Notice of such delay including reasons therefore to the Engineer within 7 days of the occurrence. Thereafter, the Contractor shall document his position in accordance with Article 32.1 for unforeseeable cause in delay within 30 days. Failure to notify the Engineer within 7 days or to document the Contractor's position within prescribed time shall constitute abandonment to a change in Contract Time pursuant to the section "Changes in Contract Price and Time".
- G. Due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include acts of God or of the public enemy, acts of the Commission, acts of another Contractor in the performance of a contract with the Commission, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of Subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such Subcontractors or suppliers.
- H. An extension of Contract Time pursuant to Article 14.1.4 shall be the Contractor's sole and exclusive remedy if he can establish an unforeseeable cause beyond the control and without the fault or negligence of the Contractor occurred.
- I. No Damages For Delay: The Contractor shall not be entitled to any costs for delay, disruption, suspension, or extension of time, or resulting labor productivity losses, constructive acceleration, ripple effects, cumulative impacts, overheads, profits, indirect costs, or other alleged damages of any nature or kind, relating to or arising from the unforeseeable cause. The Contractor acknowledges that the Contract Price is full consideration for all such damages, costs, or losses, even though such damages, costs, and losses may not have been contemplated by the parties at the time the its Bid was submitted or the Contract was executed.

5.16. CORRECTION OF WORK

- A. The Contractor shall promptly remove from the premises all Work rejected by the Engineer for failure to comply with the Contract Documents whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the Commission and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.
- B. All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within 10 days after receipt of Written Notice, the Engineer may remove such Work, store the materials, and replace the rejected Work at the expense of the Contractor.
- C. Any Work which may be done or materials ordered by the Contractor prior to receipt of the Notice to Proceed, incorporation of previously rejected Work, Work done contrary to or regardless of the instructions of the Engineer, Work done beyond the limits shown on the Plans, except as herein specified, or any extra Work done without written authority from the Engineer, will be considered as unauthorized and may not be paid for. Work so done may be ordered removed or replaced at the Contractor's expense.

5.17. CHANGED CONDITIONS

- A. The Contractor shall within 7 days, and before such conditions are disturbed, except in the event of an emergency, notify the Engineer by Written Notice of:
- B. Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or
- C. Unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered, and generally recognized as inherent in Work of the character provided for in the Contract Documents.
- D. The provisions of this article shall not apply to rock and/or water conditions that may be encountered during the construction of this Project. The provisions set forth in General Conditions, section, "Physical Data," or the appropriate sections of the Contract Documents, including Drawings and/or Specifications shall be applicable.
- E. The Contractor shall document his/her position in accordance with section for Claims and Disputes for changed conditions within 30 days of Written Notice. Failure to notify the Engineer within 7 days or to document the Contractor's position within prescribed time shall constitute an abandonment of all entitlement. The Engineer will promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the cost of, or in the time required for performance of the Work, an equitable adjustment will be made and the Contract Documents will be modified by a Change Order as provided in the section for Changes in Contract Price and Time.

5.18. PHYSICAL DATA

- A. Each Bidder shall determine to their own satisfaction the actual subsurface conditions including the character and type of soil and other material he will encounter in the Work to be done under the Contract. Information and data referred to herein is available for the Contractor's information and for whatever use the Contractor may find therefore. The information is made available in order that the Contractor may have the same information as is available to the Commission for design purposes. The subsurface and other physical data such as those mentioned herein and contained in the Contract Documents or otherwise made available to the Contractor by the Commission are not intended as representations or warranties, nor guaranteed to be more than a general indication of the material to be found at the individual boring locations. It is expressly understood that the Commission will not be responsible for the completeness thereof, nor for any deductions, interpretations or conclusions drawn therefrom, including specifically the physical conditions between boring locations. The provisions of the section Changed Conditions shall not apply to rock and/or water conditions that may be encountered during construction of this Project.
- B. The Commission has conducted subsurface test borings in the area where the Work will be performed. Resultant data obtained from these borings and a geotechnical report are in the Contract Documents. It shall be understood that this information was obtained during the preparation of the Contract Documents and is not guaranteed to be more than a general indication of the material likely to be found adjacent to the boring holes, and that the Commission or its consultant do not warrant that material encountered beneath the ground surface is homogeneous or uniform. Bidders are advised to independently evaluate or to have the data and interpretations independently evaluated by someone qualified in this technical field before using for bidding purposes because the bidder is solely responsible for this evaluation. Conclusions and recommendations included in the geotechnical report are not intended to restrict the Contractor from selecting the method of dewatering, excavating, or sheeting and shoring he will utilize. The report is included herein as information available to the Contractor for evaluation when selecting his method of dewatering, excavating, sheeting and shoring because the Contractor is solely responsible for the method of dewatering, excavating, and sheeting and shoring he elects to use unless otherwise indicated in the Contract Documents.

5.19. SUSPENSION OF WORK AND TERMINATION

- A. The Engineer may order the Contractor in writing to suspend or interrupt all or any part of the Work for such period of time as it may determine to be appropriate for the Commission's convenience.
- B. If the performance of all or any part of the Work is, for an unreasonable period of time, suspended or interrupted by a written order of the Engineer in administration of this Contract, an equitable adjustment will be made in accordance with Article 14, and the Contract modified by Change Order

accordingly.

However, no adjustment shall be made under this clause for any suspension or interruption to the extent:

1. that performance would have been so suspended or interrupted by any other cause, including the fault or negligence of the Contractor, or
 2. for which an equitable adjustment is provided for or excluded under any other provision of these Contract Documents.
- C. The Contract may be terminated for default in accordance with WSSC Code of Regulations, Title 6, Chapter 6.15.590(c). A material breach of the Contract shall include but not be limited to the following events: the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors for labor, materials or equipment, or if he refuses or fails to prosecute the Work or any separable part thereof with such diligence as will ensure its substantial completion within the Contract Time, or if he fails to complete said Work within said time, or if he disregards laws, ordinances, rules, regulations, directions or orders of any public body having jurisdiction over the Work, or if he disregards the authority of the Engineer, or if he otherwise violates any provision of the Contract Documents.
- D. The Contract may be terminated for convenience in accordance with WSSC Code of Regulations, Title 6, Chapter 6.15.590(d). The Contract may be terminated by mutual consent in accordance with WSSC Code of Regulations, Title 6, Chapter 6.15.590(e). Where the Contractor's services have been terminated by the Commission, said termination shall not affect any right of the Commission against the Contractor then existing or which may thereafter accrue. Any retainage or payment of monies by the Commission due the Contractor will not release the Contractor from compliance with the Contract Documents.
- E. If through no act or fault of the Contractor, the Work is suspended for a period of more than 90 days by a written order of the Engineer or under an order of court or other public authority, then the Contractor may, after 10 days from delivery of Written Notice to the Engineer, terminate the Contract and recover from the Commission payment for all Work performed and accepted and all allowable expenses incurred up until the time of the delivery of Written Notice to the Engineer.

5.20. USE OF THE PREMISES

- A. The Commission will have the right to enter the premises for the purpose of doing Work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work or the restoration of any damaged Work, except such as may be caused by agents or employees of the Commission.

- B. Unless otherwise specified, with the concurrence of the Contractor the Commission may use any completed or substantially completed portion of the Work. Such use shall not constitute an acceptance of such portions of the Work.

5.21. SUBSTANTIAL COMPLETION

- A. The Contractor shall not be entitled to a certificate of Substantial Completion for a piece of equipment, a portion of the Work, or the Work unless and/or until the Engineer, in his sole discretion, determines a piece of equipment, a portion of the Work, or the Work is ready for service. That piece of equipment, a portion of the Work, or the Work shall be inspected and tested in accordance with the Contract Documents, and when accepted, a Certificate of Substantial Completion will be issued. Upon issuance of the Certificate of Substantial Completion by the Engineer, it shall be placed into beneficial operation unless otherwise directed by the Engineer. The date of Substantial Completion shall be the effective commencement date for any guarantee applicable to the specific equipment, portion of Work, or the Work. The Contractor shall be advised of operation and maintenance responsibility for specific equipment, a portion of the Work, or the Work commencing with the date of Substantial Completion.
- B. All written conditions of the Certificate of Substantial Completion are binding to the Contractor. Failure to comply with such conditions within the time stated therein will be cause for rescission of the Certificate of Substantial Completion and rescission of commencement of the guarantee, or performance of the remaining Work by the Commission or others at the Contractor's expense 10 days after receipt of Written Notice by the Contractor. Substantial Completion and commencement of the guarantee may be reinstated upon reissuance of the Certificate of Substantial Completion by the Engineer as set forth above.
- C. A Certificate of Substantial Completion does not relieve the Contractor of his responsibility under any of the provisions of these Contract Documents unless explicitly noted herein and/or in the written Certificate of Substantial Completion.
- D. Written consent of Surety and endorsement from the insurance carrier or carriers permitting prior occupancy or use of any completed or partially completed portions of the Work by the Commission shall be secured and submitted to the Engineer prior to issuance of Certificate of Substantial Completion.
- E. Until approval of the final estimate for the entire Contract by the Commission, it shall be the Contractor's responsibility to protect and insure all portions of the Work in beneficial operation against damages resulting from vandalism, theft, floods, fires, and malfunction due to other equipment or Work not yet placed into beneficial operation, unless such damage is the direct result of negligence on the part of Commission personnel or fair wear and tear. Should repairs be required due to any reasons other than the exceptions stated above, they shall be performed at no expense to the Commission, and the guarantee commencement date shall be modified to coincide with the date of re-acceptance in accordance with the

provisions set forth herein. Should the Contractor be unable to perform repairs, the Engineer may direct that the necessary repairs be performed by others, and the cost thereof be deducted from monies owed the Contractor. In such a case, the guarantee commencement date shall be modified to coincide with the date of completion of repairs by others.

5.22. PAYMENTS TO THE CONTRACTOR

- A. At least 10 days before each progress payment falls due, but not more often than once a month, the Contractor shall submit to the Engineer a partial payment estimate form provided by the Commission, filled out in ink or typewritten and signed by the Contractor, covering Work performed during the period of the partial payment estimate and supported by such data as the Engineer may reasonably require, less sums as may be lawfully deducted by the Commission. If payment is requested on the basis of materials and equipment not incorporated in the Work, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the Engineer, as will protect the Commission's interests therein, including applicable insurance. The Engineer will, within 10 days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate for processing, or return the partial payment estimate to the Contractor indicating in writing his reasons for not approving payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Commission will, within 10 days of an Engineer approved partial payment estimate, pay the Contractor by Automated Clearing House (ACH) or by WSSC's Procurement Credit Card a progress payment on the basis of the approved partial payment estimate.
- B. If payment is requested on the basis of materials and equipment not incorporated in the Work, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the Engineer, as will protect the Commission's interests therein, including applicable insurance. The Engineer will, within 10 days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate for processing, or return the partial payment estimate to the Contractor indicating in writing his reasons for not approving payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the Commission's receipt of a Proper Invoice from the Contractor.
- C. In accordance with the Maryland Little Miller Act, Maryland Annotated Code, State Finance and Procurement, § 17-110(b)(1)-(2), the Commission shall retain five (5) percent of the amount of each payment. In addition to retainage, the Commission may withhold from payments otherwise due to the Contractor any amount that the Commission reasonably believes necessary to protect its interests. The Commission may (1) reduce the percentage of each payment being withheld and (2) release any amount of the retainage being held by the Commission, if the Division Manager in the Engineering and

Construction Department responsible for the oversight of the Contract determines the reduction or release to be appropriate and not contrary to the interests of the Commission. In accordance with the Maryland Little Miller Act, Maryland Annotated Code, State Finance and Procurement, § 17-110(c)(1), the Contractor may not retain a percentage of payments due a subcontractor that exceeds the percentage of payments retained by the Commission.

- D. In accordance with the Maryland Little Miller Act, Maryland Annotated Code, State Finance and Procurement, § 17-106, with each payment estimate, the Contractor, when signing the payment estimate form, certifies that he has made payment from proceeds of prior payments and that he will make timely payments from the proceeds of progress and final payment then due him to his Subcontractors and suppliers in accordance with his contractual arrangement with them. In addition, the Contractor shall enter and certify payments to all minority and or small local Subcontractor(s)/supplier(s) in accordance with any applicable Commission policies. Failure to meet this condition may result in halting the processing of subsequent estimates until this condition is met.
- E. No payments for installation of equipment requiring Operation and Maintenance Manuals will be made prior to receipt of final approved copies of the Operation and Maintenance Manuals. Failure to maintain Contractor required record drawings current will be cause to delay progress payments.
- F. If the Engineer fails to respond to any payment estimate within 30 days after it is submitted, or the Commission fails to pay the Contractor substantially the sum approved by the Engineer within 30 days of its approval and presentation, the Contractor may upon 10 days Written Notice to the Engineer stop the Work until he has been paid all amounts then due, in which event Change Orders will be issued for adjusting the Contract Price, extending the Contract Time, or both to compensate for the costs and delays attributable to the stoppage of the Work.
- G. No payments shall be made for material or equipment not yet incorporated in the Work.
- H. Prior to making a request for final payment, the Contractor shall have completed all Work as defined under the Contract. The Engineer will issue a Certificate of Final Acceptance attached to the final payment request with a copy sent to the Contractor that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the Contractor, including the retained percentages but except such sums as may be lawfully deducted by the Commission, will be paid to the Contractor within 30 days of final completion and acceptance of the Work. In accordance with the Maryland Little Miller Act, Maryland Annotated Code, State Finance and Procurement, § 17-110(b)(5), if there is a dispute or Claim between the Contractor and the Commission concerning the satisfactory completion of this Contract, the Commission shall release the retainage to the Contractor within 120 days after the resolution of the dispute or Claim.
- I. The Contractor shall furnish to the Engineer, a Maintenance Bond as described in Article 25, to be in effect for the guarantee period(s) set forth in Article 31.

- J. The Contractor shall indemnify and hold the Commission and its agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies incurred in the furtherance of the performance of the Work. The Contractor shall, at the Engineer's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived. If the Contractor fails to do so the Commission may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor will be resumed in accordance with the terms of the Contract

Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Commission to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Commission will be considered as a payment made under the Contract Documents by the Commission to the Contractor and the Commission will not be liable to the Contractor for any such payments made in good faith.

5.23. ACCEPTANCE AND FINAL PAYMENT AS RELEASE

- A. The acceptance by the Contractor of final payment shall be and shall operate as a release to the Commission from any and all claims of any nature and all liability to the Contractor, for all things done or furnished in connection with the Work, and for every act and neglect of the Commission and others relating to or arising out of this Work.
- B. The Commission shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the final completion and acceptance of the Work and payment therefor, from showing the true amount and character of the Work performed and materials furnished by the Contractor, nor from showing that any such measurement, estimate or certificate is untrue or is incorrectly made, nor from showing that the Work or materials do not in fact conform to the Contract. The Commission shall not be precluded or estopped, notwithstanding any such measurement, estimate or certificate, and payment in accordance therewith, from recovering from the Contractor or his Sureties, or both, such damage as it may sustain by reason of his failure to comply with the terms of the Contract.
- C. Neither the acceptance by the Commission or any representative of the Commission nor any payment for or acceptance of the whole or any part of the Work, nor any extension of time, nor any possession taken by the Commission, shall operate as a waiver of any portion of the Contract or of any power herein reserved, or of any right to recover damages. The waiver of any breach of the Contract shall not be held to be waiver of any other or subsequent breach.

5.24. INSURANCE

- A. The Contractor shall within the time specified in the Contract Documents purchase and maintain insurance as specified in the Contract Documents. The Contractor shall submit proof of insurance as required by the Contract Documents.

5.25. CONTRACT SECURITY

- A. The Contractor shall within the time specified in the Contract Documents provide the Commission with a Performance Bond, a Labor and Material Payment Bond, and Letter of Intent to Issue Maintenance Bond in penal sum equal to 100 percent of the Contract Price. Bonds shall be conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions, and agreements of the Contract Documents, and upon the prompt payment by the Contractor to all persons supplying labor, materials, and services in the prosecution of the Work provided by the Contract Documents. Such Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of Maryland. The expense of these Bonds shall be borne by the Contractor. If at any time a Surety on any such Bond is declared bankrupt or loses its right to do business in the State of Maryland or is removed from the Listing of Approved Sureties, the Contractor shall within 10 days after notice from the Surety Company, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Commission. The premiums on such Bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable Bond to the Commission.
- B. Should the Contract Price be increased by 25 percent or more before Final Acceptance, the amount of the Maintenance Bond shall be increased accordingly.

5.26. ASSIGNMENTS

- A. Neither the Contractor nor the Commission shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of both parties.

5.27. INDEMNIFICATION

- A. The Contractor shall defend, indemnify, and hold harmless the Commission, its agents, and employees from and against any and all claims, suits in law or equity, actions, damages, losses and expenses of every name and description, including attorneys' fees to which the Commission, its agents, and employees may be subject or put by reason of injury to persons (including bodily injury, death or any other form of personal injury) or property damage arising out of or resulting from the performance of the Work whether caused or alleged to be caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by the Commission, its agent or employees, the party indemnified hereunder, or other cause.

- B. Monies due or to become due the Contractor under the Contract as may be considered necessary by the Commission shall be retained by the Commission until such suits or claims for damages shall have been settled or otherwise disposed of or satisfactory evidence to that effect has been furnished to the Commission.

5.28. SEPARATE CONTRACTS

- A. The Commission reserves the right to let other contracts in connection with this Project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials, the execution of their Work, and shall properly connect and coordinate his Work with theirs. If the proper execution or results of any part of the Contractor's Work depends upon the Work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such Work that render it unsuitable for such proper execution and results.
- B. The Commission may perform additional Work related to the Project by itself, or it may let other contracts containing provisions similar to these. The Contractor shall afford the other Contractors who are parties to such contracts, and the Commission, if it is performing the additional Work itself, reasonable opportunity for the introduction and storage of materials and equipment, the execution of work, and shall properly connect and coordinate his Work with theirs.

5.29. SUBCONTRACTING

- A. The services of specialty Subcontractors may be utilized on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors within the parameters set forth herein and in the Contract Documents.
- B. Before entering into any subcontracts, the Contractor shall submit a written statement to the Engineer giving name and address of the proposed Subcontractor, manufacturer or supplier, the Work and material that he is to perform and furnish, and shall further certify that the proposed Subcontractor, manufacturer or supplier has the necessary facilities, skill, integrity, past experience and financial resources to perform the portion of the Work stated in accordance with requirements of the Contract.
- C. No substitution for any Subcontractor, manufacturer or supplier, person or entity previously selected by the Contractor shall be made without written notification to the Engineer.
- D. The Contractor shall not award Work to Subcontractors in excess of 49 percent of the Contract Price.
- E. The Commission will require all Contractors to report Subcontractor/supplier payments on a monthly basis utilizing the WSSC's Web-Based Compliance System. The Contractor shall enter all payment information within 30 days of receipt of payment from WSSC until final payment, and the Subcontractor(s)/supplier(s) shall validate payment received within 30 days of receipt of payment from

the CONSULTANT until final payment. Instructions on entering data are located on WSSC's website at: <http://www.wsscwater.com/home/jsp/content/slmbe-program.faces>

- F. Failure to report payments on WSSC's Web-Based Compliance System, as described above, will result in delay in payment(s). Final payment may not be made until all Subcontractor payment(s) are reported and verified.
- G. Failure to comply with the requirements herein will be considered in the evaluation of the Contractor's responsibility in performing future contracts.
- H. No additional compensation will be allowed for a company not meeting the requirements of this section.
- I. Questions concerning WSSC's Web-Based Compliance System shall be directed to the SLMBE Office at 301-206-8800 or email at wsscwebcompliance@wsscwater.com.
- J. The Contractor shall report the use of Subcontractors, manufacturers, and suppliers during the course of the Contract as set forth in the Contract Documents.
- K. The Contractor shall be fully responsible to the Commission for the acts and omissions of his Subcontractors, manufacturers, suppliers, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. The Contractor shall be fully responsible for the coordination of the Work of the trades, Subcontractors, manufacturers and suppliers, and their officers, agents, and employees.
- L. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bond Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Commission may exercise over the Contractor under any provision of the Contract Documents.
- M. All Subcontractors shall be specifically bound by the terms of the section Inspection and Testing.
- N. Nothing contained in the Contract Documents shall create any contractual arrangement between any Subcontractor and the Commission.

5.30. ENGINEER'S AND INSPECTOR'S AUTHORITY

- A. The Engineer will act as the Commission's representative during the construction period and decide questions which may arise as to quality and acceptability of materials furnished and Work performed. The Engineer will within a reasonable time, make decisions relative to interpretation of the Contract Documents in a fair and unbiased manner, and will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents.
- B. The Contractor shall be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship, and execution of the Work. Inspections may be made at the factory or fabrication plant of the source of material supply.

C. The Engineer will not be responsible for construction means, controls, techniques, sequences, procedures or construction safety.

D. Authority and Duties of Inspectors

1. Inspectors are authorized agents of the Engineer and shall be authorized to inspect all Work done and all material furnished. Such inspection may extend to any part or all of the Work, including the preparation, fabrication or manufacture of the materials to be used. The presence or absence of an Inspector does not relieve the Contractor from any requirements of the Contract Documents. The Inspector is not authorized to revoke, alter or waive any requirements of the Contract, nor is he authorized to approve or accept any portion of the complete Project. He is authorized to call the attention of the Contractor to any failure of the Work or materials to conform to the Contract. He will have the authority to reject materials or suspend the Work until any questions at issue can be referred to and decided by the Engineer. Inspectors will perform their duties at such times and in such manner as will not unnecessarily impede progress of the Contract.
2. The Inspector will not act as foreman or perform other duties for the Contractor, nor interfere with the management of the Work by the latter. Any advice which the Inspector may give the Contractor shall not be construed as binding the Engineer in any way, or releasing the Contractor from fulfilling all of the terms of the Contract.
3. Where there is disagreement between the Contractor and the Inspector, such as refusal by the Contractor to use properly approved materials, for performing Work not in compliance with the Contract Documents, or refusing to suspend Work until problems at issue can be referred to a decision by the Engineer, the Inspector will immediately direct the Engineer's attention to the issues of disagreement, and if the Contractor still refuses to make corrections, comply or suspend Work, the Engineer will prepare and deliver in writing to the Contractor, by mail or otherwise, a written order stopping the Work and explaining the reason for such shutdown. As soon as the Inspector is advised of the delivery of the shutdown order, the Inspector will immediately leave the site of the Work. Work performed after the issuance of the shutdown order will not be accepted or paid for and may be required to be removed and disposed of at the Contractor's expense.

5.31. GUARANTEE

- A. The Contractor shall furnish a Maintenance Bond in accordance with Article 25 to guarantee all materials and equipment furnished and Work performed for a period of 1 year from the date(s) of substantial completion, except that (1) those items listed as exceptions on the certificate(s) of substantial completion shall be so guaranteed for a period of 1 year from the date of Final Completion and (2) those items where longer guarantee provisions are required. The Contractor warrants and guarantees that the completed Work is free from all defects due to faulty materials, equipment, and workmanship. This shall include but not necessarily be limited to the following:

1. Against all faulty or imperfect materials and equipment, subsidence of backfills, fills and embankments, vegetation stabilization, and against all imperfect, careless and/or unskilled workmanship.
2. That the Work performed under this Contract, including all mechanical and electrical equipment, and appurtenances, and each and every part thereof, shall operate, with proper care and maintenance, in a satisfactory and efficient manner in accordance with the requirements of these Contract Documents. Where manufacturer's equipment warranty(s) are required elsewhere herein, said equipment warranty shall name the Commission as a beneficiary, and the Contractor shall furnish the Commission with a copy of the manufacturer's equipment warranty.
3. That the structures shall be watertight and leak-proof at every point and in every joint.
4. No use or acceptance by the Commission of the Work or any part thereof, nor any failure to use same, nor any repairs, adjustments, replacements, or corrections made by the Commission due to the Contractor's failure to comply with any of his obligations under the Contract Documents, or other corrections made by the Commission shall impair in any way the guarantee obligations assumed by the Contractor under these Contract Documents.
5. The Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the Work resulting from such defects and agrees to replace with proper workmanship, materials, equipment, and re-execute, correct or repair without cost to the Commission, any Work which may be found to be improper or imperfect and/or which does not operate in a satisfactory manner and fails to perform as specified, or in any other way does not conform to the Contract Documents, unless such damage is the direct result of negligence on the part of Commission personnel, or fair wear and tear. The Commission will give notice of observed defects with reasonable promptness. In the event that the Contractor fails to make such repairs, adjustments or other Work that may be made necessary by such defects, the Commission may do so and charge the Contractor the cost thereby incurred.

- B. Latent defects will not be considered to be included in the Work covered by the one-year maintenance bond. The guarantee provisions specified herein shall not limit the Commission's right to recover damages for the Contractor's refusal to repair defective Work after the expiration of the Maintenance Bond and the guarantee provisions specified herein.

5.32. CLAIMS AND DISPUTES

- A. Any Claim by the Contractor against the Commission arising under or relating to this Contract shall be filed and adjudicated in accordance with the requirements and procedures set forth in WSSC Code of Regulations, Title 6, Chapter 6.15.580(a).
- B. Any Claim by the Commission against the Contractor arising under or relating to this Contract shall be filed in the federal or state courts located in Prince George's County, Maryland or Montgomery County,

Maryland. However, the Commission may assert any set-off amount in any matter filed pursuant to this section.

- C. This Contract and any Claim arising under or relating to it shall be governed in accordance with the law of the State of Maryland.
- D. The Contractor shall diligently carry on the Work and maintain the progress schedule during any dispute, appeal, or court proceeding arising from or related to a Claim.
- E. With regard to any Claim submitted in accordance with this section, the Contractor shall (1) allow the Engineer, or his representatives, including but not limited to attorneys, third parties hired by the Engineer, such as outside auditors, the right to interview employees and witnesses, examine and audit all books, records, documents, and supporting materials, including computations and projections, in order to evaluate the accuracy, completeness and currency of the costs being claimed and the facts asserted, (2) make available at his office at reasonable times, material and persons described above for interview, examination, audit or reproduction, and (3) shall obtain from all subcontractors and suppliers, and file with its initial claim, authorization for the Engineer to examine and audit all subcontractor costs and facts included in the claim. In addition, the amounts included in the claim shall be limited to the actual direct costs incurred and paid by the Contractor and supported by such accounting records as job cost reports, payroll journals, paid invoices, cancelled checks and ledgers.

5.33. TAXES

- A. The Contractor shall pay all sales, consumer, use, and other similar taxes required by the law of the place where the Work is performed. Pursuant to MD Code, Tax-General, § 11-210(b)(3), sales and uses taxes may not apply to certain purchases made by the Contractor. The Contractor is solely responsible for determining whether or not a sales or use tax exemption is applicable. The Commission is prohibited by Maryland law from providing any sales tax exemption certificate to the Contractor.

5.34. ETHICS

- A. Personnel of the Commission and the Contractor and its personnel and agents shall comply with the Commission's Code of Ethics, WSSC Code of Regulations, Title 1, Chapter 1.70.
- B. In accordance with WSSC Code of Regulations, Title 1, Chapter 1.70.190, a former Commissioner or employee may not act as an agent or representative of any person or entity involved in a business transaction with WSSC for a period of 12 months from the date of the former employee's separation from the Commission. In addition, a former Commission employee is barred from assisting or representing a party in a business transaction with WSSC if the former employee participated significantly in the matter as an employee.

5.35. BRIBES

- A. A bribe or attempt to bribe any employee or officer of the Commission by the Contractor shall be considered a fraudulent and bad faith act, and shall thus empower the Commission to invoke its rights pursuant to WSSC Code of Regulations, Title 6, Chapter 6.15.570.

5.36. ABUSE, USE, SALE, OR POSSESSION OF DRUGS OR INTOXICANTS

- A. The use, possession, sale or distribution of drugs or intoxicants by the Contractor, a Subcontractor, or any of their employees while on Commission premises or while actively representing or performing Work for the Commission is prohibited. It shall be the responsibility of the Contractor to prevent such activities and to remove any employee or Subcontractor employee whose ability to perform appears to be affected by the use of drugs or intoxicants. Failure of the Contractor to comply with this provision may result in Termination of the Contract.

5.37. SEXUAL HARASSMENT

- A. Sexual harassment by the Contractor, a Subcontractor, or any of their employees while on Commission premises or while actively representing or performing Work for the Commission is prohibited. It shall be the responsibility of the Contractor to prevent any such acts and to remove any employee who conducts such acts. Failure of the Contractor to comply with this provision may result in Termination of the Contract. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment. Basic criteria for determining unlawful behavior includes conduct that has the purpose or effect of unreasonably interfering with an individual's Work performance or creating an intimidating, hostile, or offensive working environment.

5.38. DEBARMENT AND SUSPENSION

- A. Debarment and suspension actions taken against a contractor will be done in accordance with WSSC Code of Regulations, Title 6, Chapter 6.15.560.

5.39. NONDISCRIMINATION POLICY

- A. It is the policy of WSSC to require that individuals and entities with whom it has a contract and their subcontractors, not discriminate against employees or applicants for employment. The Contractor shall not discriminate in any manner against an employee or an applicant for employment on the basis of sex, race, creed, color, age, mental or physical disability, sexual orientation, religion, marital status, gender identity genetic information, or national origin.
- B. The Contractor shall include a similar nondiscrimination clause in all subcontracts.
- C. If the Contractor fails to include a similar nondiscrimination clause in a subcontract, the Commission shall provide the Contractor a reasonable opportunity to cure the defect. If the Contractor fails to cure the defect within the time period granted, the Commission may declare the Contract void and the

Contractor shall be entitled to the reasonable value of Work that has been performed and materials that have been provided to date. If the Contractor cures the defect, the Contract shall remain in force according to its revised terms.

- D. If the Contractor willfully fails to comply with the requirements of this nondiscrimination clause, the Commission may compel the Contractor to continue to perform under the Contract as provided in Maryland Annotated Code, Public Utilities, § 17-402.1(b).

5.40. ACCESS TO USE WSSC FACILITIES AND INFRASTRUCTURE

- A. Prior to beginning Work on any Commission project, the Contractor must complete and submit background investigation applications for all participants in the project, regardless of whether subjects will be participating in the project at Commission facilities or off-site. Background investigations shall be completed by the Commission's investigative agency. Investigative results will be reviewed by the Commission to determine the suitability to Work on Commission property or projects. Like investigations must be submitted for all replacement participants prior to beginning Work. The Commission reserves the right to reject any employee, Subcontractor or the Contractor as a result of the findings of background investigations.
- B. Commission will additionally be provided with the name, address, home phone number, and date of birth for all the Contractor's project participants prior to the project's commencement. The list shall be updated regularly to accurately reflect the current complement.
- C. The Contractor's project participants shall be issued photo identification cards. Identification cards must be worn at all times while on any Commission property. Contractor employees found on-site without proper identification will be immediately removed from Commission property. The design of identification cards shall be reviewed and approved by the Commission prior to issuance. Identification cards for employees who are no longer associated with the project, for any reason, will be immediately recovered by the Contractor.
- D. The Contractor is responsible to control and inventory all identification cards issued so that cards are not obtained or used by unauthorized individuals.
- E. All project participants needing either electronic or hardcopy Sensitive Documents or information will be required to make application with, and receive approval from the Commission prior to receiving this information. Permission to receive Sensitive Documents or information will pertain only to the individual approved. Sensitive Documents or information received from the Commission must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of Sensitive Documents or information to project participants only and shall take appropriate measures to prevent distribution of sensitive documents to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of project, all Sensitive Documents or

information remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and

must continue to be stored in a secure manner. After such records are no longer needed for record purposes, the records shall be destroyed or returned to the Commission.

- F. All Contractor and Subcontractor employees that will Work on the job site or who have access to Sensitive Documents or information are to have initial background checks performed by the Commission to assure the Commission information used and generated by this project will not end up in unauthorized hands. The initial background checks are valid for one year and subject to annual renewal for employees continuing to Work on the project. The Office of the Chief Procurement Officer will provide further instructions for submission procedures upon inquiry.

5.41. CONTRACTOR PERFORMANCE EVALUATION

- A. The purpose of the Contractor Performance Evaluation is to:

1. Identify and document the Contractor's ability to meet all contract compliance requirements.
2. Communicate contract compliance problems to the Contractor in a timely manner.
3. Provide corrective action as early as possible during the contract Work, so that the Work may be successfully completed in accordance to all contract requirements.

- B. Contractor Performance Evaluation Schedule

1. Contracts equal to or greater than \$25,000 shall be evaluated, at a minimum, at the conclusion of the Work.
2. Contracts equal to or greater than \$250,000, or more than ninety (90) days in duration shall be evaluated at a minimum at the contract mid-point (approx. 50%) and at the contract completion (approx. 100%) based on the contract duration in calendar days.
3. Contracts equal to or greater than \$1,000,000 or greater than one (1) year in duration shall be evaluated at a minimum before the midpoint (approx. 25%); at the contract mid-point (approx. 50%); after the midpoint but before completion (approx. 75%); and at contract completion (approx. 100%) based on the contract duration in calendar days.

- C. Contract Startup

1. Prior to the start of the Contract, the Engineer shall review the Evaluation Factors with the Contractor.
2. Documentation of the meeting shall be provided to the Contractor and to the Procurement Office, and shall be incorporated into the contract file.

- D. Contractor Performance Evaluation

1. The Engineer shall complete a Contractor Performance Evaluation in accordance to the Contractor Performance Evaluation Schedule using the Contractor Performance Evaluation (CPE) form.
2. The Engineer shall attach documentation that supports the results of the Contractor Performance Evaluation and which at a minimum includes:
3. Prior CPE documents
4. The most recent SLMBE subcontracting report
5. Cure Letters and/or Show Cause Letters
6. Field Orders
7. Test Results and/or Inspection Results
8. Correspondence between WSSC and the Contractor
9. Minutes of any meetings relevant to contract compliance.
10. The Engineer shall provide a copy of the CPE form and supporting documents to the Contractor for review and acknowledgement.
11. The Contractor shall review the CPE form, indicate agreement or disagreement with the evaluation results, and acknowledge receipt of the CPE form by signing and returning the signed form to the Engineer no later than ten (10) days after receipt.

E. Contractor Performance Evaluation Meeting

1. Contractor Performance Evaluation Meetings shall be conducted if:
 - a. The Contractor receives a Marginal or Unsatisfactory evaluation,
 - b. The Contractor requests a meeting within ten (10) days of receiving the CPE form.
 - c. The Engineer determines that a meeting is required to improve the Contractor's performance.
 - d. Before the meeting, the Engineer shall provide a copy of the CPE and all supporting documents to the Contractor for review.
 - e. Additional WSSC stakeholders may attend the meeting, including but not limited to OSDI, Procurement, or other departments impacted by the Contract.
 - f. Contractor's key personnel and, if requested by WSSC, company owners or executive officers, shall attend Contractor Performance Evaluation Meetings.
 - g. During the meeting, the Engineer
 1. We will provide a sign-in sheet for all meeting attendees, including the date, time, and location of the meeting.

2. Shall review all performance issues with the Contractor, including CPE and all supporting documentation.
3. Shall document discussion with meeting notes that include corrective action, person(s) responsible for completing corrective action, and date by which corrective action will be completed.

h. After the meeting:

1. The Engineer shall revise the CPE form with any additional information and/or updates to the evaluation results.
2. The Contractor shall review and acknowledge receipt of the CPE form by signing and returning it to the Engineer no later than ten (10) days after receipt of the form.
3. CPE forms that document Contractor Performance Evaluations will be stored by the Procurement Office for a period of not less than five (5) years.

5.42. PERSONAL INFORMATION PROTECTION

- A. The Commission may disclose "Personal information" to Contractor as defined in § 10-1301 of the State Government Article of the Annotated Code of Maryland.
- B. In accordance with the requirements of § 10-1304 of the State Government Article, the Contractor shall implement and maintain reasonable security procedures and practices that:
 1. are appropriate to the nature of the personal information disclosed to it, and
 2. are reasonably designed to help protect personal information from unauthorized access, use, modification, disclosure, or destruction
- C. Upon reasonable advance notice, and without creating an obligation to do so, the Commission shall have the right to verify and audit the security procedures and practices implemented and maintained by Contractor for this purpose. Contractor shall remain solely responsible for its security procedures and practices.

5.43. RIGHT TO AUDIT

- A. The Commission has a right to audit the Contractor and its subcontractors in accordance with the WSSC Code of Regulations, Title 6, Chapter 6.15.450

5.44. PROHIBITION AGAINST COST PLUS PERCENTAGE OF COST CONTRACTS AND SUBCONTRACTS

- A. The Commission is prohibited from entering into a cost-plus-percentage-of-cost contract on contracts that are subject to Subtitle 1 of Title 20 of the Public Utilities Article of the Annotated Code of Maryland. To the extent this Contract is subject to Subtitle 1 of Title 20 of the Public Utilities Article of the Annotated Code of Maryland, the Contract shall not be construed or applied to provide

compensation to the Contractor on a cost-plus-percentage-of-cost basis, and the Contractor is prohibited from entering into a cost-plus-percentage-of-cost subcontract under this Contract.

5.45. TRAVEL EXPENSE REIMBURSEMENT

- A. To the extent Consultant's compensation under this Agreement includes reimbursement of travel expenses, the reimbursement of such expenses shall be governed by the Commission's Official Travel Expense Reimbursement Regulation, WSSC Code of Regulations Chapter 9.85. See <https://wssc.district.codes/Code/9.85>. When invoicing for travel expenses allowed under this Agreement, Consultant shall comply with the requirements of the Regulation and this Agreement, including, without limitation the requirements for mileage and travel reimbursement in Chapter 9.85.140 of the Regulation.

6. SPECIAL CONDITIONS

6.1. SPECIAL CONDITIONS

These Special Conditions identify additional contract provisions and modify, change, delete from, or add to the General Conditions – Goods & Supplies attached to and to be incorporated in the Contract as Exhibit A. Where any Article of the General Conditions is modified or deleted by these Special Conditions, the unaltered provisions of that Article, paragraph, sub-paragraph, or clause shall remain in effect.

6.2. ARTICLE 1 - DEFINITIONS

A. Paragraph 1.10 Contract Documents:

1. **DELETE** the phrase “Contract Execution Page” from the paragraph, and **INSERT** the following phrase at end of the paragraph 1.10: “and shall include all Exhibits and Appendices attached to and incorporated as part of the Contract.”

B. REMOVE paragraph designation numbers only for Articles 1.37 through 1.47 and REPLACE them with designation numbers 1.38 through 1.48.

C. Add the following as Paragraph 1.37:

1. Sequence of Construction - A general description or outline of the order in which certain project tasks must be performed. When noted on the Contract Documents, the Sequence of Construction may only be modified with the approval of the Engineer.

6.3. ARTICLE 4 - CONTRACT TERMS

Paragraph 4.2 DELETE in its entirety and **REPLACE** with the following:

A. In resolving conflicts, errors, and discrepancies within the Contract Documents, the Documents shall be given precedence in the following order:

- Federal Contract Provisions (only if identified and incorporated in the Contract Documents)
- WSSC Procurement Regulations Change Orders
- Field Orders Amendments
- Master Agreement
- Addenda
- Special Conditions General Conditions Notice to Proceed Notice of Award Specifications Drawings
- Appendix B to the Solicitation (Insurance & Bonding Requirements)
- Appendix A to the Solicitation (MBE and/or SLBE requirements)
- Appendix C to the Solicitation (Commission Forms completed by Contractor)

6.4. ARTICLE 10 - SURVEYS, PERMITS, REGULATIONS

DELETE the word “Standard” in the first sentence of Paragraph 10.7.

6.5. ARTICLE 14 - CHANGES IN CONTRACT PRICE AND TIME

DELETE the entire third paragraph of Article 14.1.3.1 (Paragraph 3) and **REPLACE** it with: “Cost of construction equipment shall be based on the actual time the equipment is required to perform the Work and shall not exceed 8 hours per day unless equipment is in operation for a longer time. Moving time, loading, unloading, and hauling will not be paid for if the equipment is used at the site for other Work.

For the use of equipment moved in on the Work and used exclusively for the Work covered by the Change Order, the Contractor will be paid the rates herein specified including moving time, loading, unloading, and hauling. The time period shall begin at the time the equipment is unloaded at the site of the Work, shall include each day or fraction thereof that the equipment is at the site of the Work, excluding Saturdays, Sundays, and other legal holidays unless the Work is performed on such days, and shall terminate at the end of the day on which the Engineer directs the Contractor to discontinue the use of such equipment.

The rates of payment for equipment used, regardless if owned or rented, including fuel and lubricants but excluding operators, shall be no higher than the current rates recommended by the Rental Rate Blue Book for Construction Equipment.

No payment will be made for the small tools defined as individual pieces of equipment or tools having a new value of \$1,000 or less.

When the Commission is obligated to pay for idle equipment, the allowance will be 50 percent of the rate determined herein.”

6.6. ARTICLE 15 - TIME FOR SUBSTANTIAL COMPLETION AND LIQUIDATED DAMAGES

DELETE the words “epidemics” and “quarantine restrictions” from Article 15.5.1, and

INSERT the following paragraph as Article 15.5.4:

15.5.4 The parties are aware of the Covid-19 pandemic and the impact it has, may or will have on the schedule and performance of the work, and have taken any such delays, disruptions or other impacts into consideration in establishing the schedule, pricing and other terms and conditions of the Contract. Notwithstanding any provisions to the contrary, the Covid-19 pandemic is therefore expressly excluded from Article 15.5.1 as an unforeseeable cause beyond the control of the Contractor and cannot serve as a basis for a claim for additional time or compensation, or other equitable or legal adjustment or amendment to the Contract. Article 15. 5.1 of the General Conditions is amended to delete any reference to “epidemics” and “quarantine restrictions.”

6.7. AUCTION 22 - PAYMENTS TO THE CONTRACTOR

DELETE the number “10” in the last sentence of Paragraph 22.1 and replace it with the number “30.”

DELETE the entire Paragraph 22.2 and replace it with: “22.2 Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the Commission’s receipt of a Proper Invoice from the Contractor.”

6.8. AUCTION 39 - NONDISCRIMINATION POLICY

DELETE the Paragraph 39.1 and replace it with: “It is the policy of WSSC to require that individuals and entities with whom it has a contract and their subcontractors, not discriminate against employees or applicants for employment. The Contractor shall not discriminate in any manner against an employee or an applicant for employment on the basis of sex, race, creed, color, age, mental or physical disability, sexual orientation, religion, marital status, gender identity, genetic information, or national origin.”

6.9. **ADDITIONAL PROVISIONS**

Additional Provisions listed below:

6.10. **BUY AMERICAN STEEL REQUIREMENT**

The Contractor and all Subcontractors shall comply with the Maryland Buy American Steel Act, Maryland Annotated Code, State Finance and Procurement, §§ 17-301 through 17-306 (including the applicable regulations promulgated thereunder). This statute requires the contractor and subcontractors to use or supply only American steel products in the performance of a contract for:

- A. constructing or maintaining a public work; or
- B. buying or manufacturing machinery or equipment that is composed of at least 10,000 pounds of steel products and is to be installed at a public work site.

6.11. **MARYLAND LITTLE MILLER ACT**

The Contractor and its Subcontractors shall comply with the requirements of Maryland Annotated Code, State Finance and Procurement Article, Title 17, Subtitle 1, §17-101 et. seq. (the “Maryland Little Miller Act”), including without limitation the Maryland Little Miller Act requirements included in the General Conditions and the requirements set forth below.

The Contractor shall provide Payment and Performance Security in the form of One Hundred Percent (100%) Performance and Payment bonds that comply with the requirements of §17-103 and §17-104 of the Maryland Little Miller Act.

In accordance with §17-110(b)(1)-(2) of the Maryland Little Miller Act, the Commission shall withhold retainage in the amount of five percent (5%) of each payment due the Contractor. In addition to retainage, the Commission may withhold from payments otherwise due to the Contractor any amount that the Commission reasonably believes necessary to protect its interests. If there is a dispute or claim between the Contractor and the Commission concerning the satisfactory completion of this Contract, the Commission shall release the retainage to the Contractor within 120 days after the resolution of the dispute or Claim.

In accordance with §17-110(c) and (d) of the Maryland Little Miller Act, the Contractor shall not retain a percentage of payments due a Subcontractor that exceeds the percentage of payments retained by the Commission, and each Subcontractor may not retain a percentage of payments due a lower tier subcontractor that exceeds the percentage of payments retained from the Subcontractor.

In accordance with the Maryland Little Miller Act, Maryland Annotated Code, State Finance and Procurement, § 17-106, with each payment estimate, the Contractor, when signing the payment estimate form, certifies that he has made payment from proceeds of prior payments and that he will make timely payments from the proceeds of progress and final payment then due him to his Subcontractors and suppliers in accordance with his

contractual arrangement with them. In addition, the Contractor shall enter and certify payments to all minority and or small local Subcontractor(s)/supplier(s) in accordance with any applicable Commission policies. Failure to meet this condition may result in halting the processing of subsequent estimates until this condition is met.

6.12. INCLEMENT WEATHER TIME EXTENSIONS

Inclement weather days are factored into the Contract Time for completion. The Contractor is not entitled to an extension of time to complete the contract due to inclement weather unless the Contractor experiences inclement weather beyond the number of days already factored into the Contract Time, and then only for the number of days that such weather exceeds the number of days already factored into the Contract Time.

6.13. MARYLAND PREVAILING WAGE REQUIREMENTS

- A. This contract is subject to the requirements of the Maryland Prevailing Wage Statute contained in MD Code, State Finance and Procurement, §§ 17-201 - 17-226 and regulations contained in COMAR 21.11.11.00 - 21.11.11.07.
- B. The Contractor and all Subcontractors must comply with the requirements stated in MD Code, State Finance and Procurement, §§ 17-201 - 17-226 and COMAR 21.11.11.00 - 21.11.11.07.
- C. The prevailing wage rates attached and/or referenced in this contract are established by the State of Maryland. The prevailing wage rates attached and/or referenced in this contract will apply throughout the term of this contract (including any renewals or extensions).
- D. The Contractor shall submit bonds that guarantee the faithful performance of this section of this contract (Special Conditions, Maryland Prevailing Wage Requirements).
- E. The Contractor and all Subcontractors must comply with all of the requirements of the Maryland Prevailing Wage Statute and applicable regulations including, but not limited to the following:
 - 1. Pay workers at least the prescribed wage rates and overtime rates that are attached and/or referenced in this contract.
 - 2. Pay apprentices at least the percentage as set by the Apprenticeship and Training Council of the prescribed wage rates that are attached and/or referenced in this Contract.
 - 3. Accurately classify and pay workers and apprentices their proper wage classification based upon the type of work they perform at the work site in accordance with the wage rates that are attached and/or referenced in this contract.
 - 4. Post a clearly legible statement of each prevailing wage rate to be paid under this contract in a prominent and easily accessible place at the work site(s) of this contract.
 - 5. Keep payroll records covering work performed directly at the work site in accordance with the requirements of the Maryland Prevailing Wage Statute and applicable regulations.
 - 6. Allow WSSC and Maryland's Commissioner of Labor and Industry to inspect the payroll records at any reasonable time and as often as necessary.

7. Within 14 days after the end of each payroll period, the Contractor shall submit to Maryland's Commissioner of Labor and Industry in a format that complies with COMAR 21.11.11.02 a complete copy of: (a) the Contractor's payroll records and (b) each Subcontractor's payroll records. The Contractor is required to contact Maryland's Commissioner of Labor and Industry to determine any specific instructions or format requirements regarding the submittal of payroll records.
8. If the Contractor is late in submitting copies of the payroll records then (a) WSSC may postpone processing payments under the contract pending receipt of the copies and (b) the Contractor shall be liable to WSSC for liquidated damages of \$10 for each calendar day the records are late.
9. WSSC shall withhold payments to the Contractor if requested by the Maryland's Commissioner of Labor and Industry. This contract is subject to the requirements of the Maryland Prevailing Wage Statute contained in MD Code, State Finance and Procurement, §§ 17-201 - 17-226 and regulations contained in COMAR 21.11.11.00 - 21.11.11.07.

6.14. GENERAL CONDITIONS

The General Conditions – Construction are modified as follows:

6.15. ADDITIONAL PROVISIONS

The following provisions are incorporated as additional terms and conditions of the Contract:

The parties are aware of the Covid – 19 pandemic and the impact it has, will or may have on the schedule and performance of the work and have taken any such delays, disruptions, interference, or other impacts into consideration in establishing the schedule, pricing and other terms and conditions of the Agreement. The parties agree that notwithstanding any provisions to the contrary, the Covid – 19 pandemic and its effects are therefore expressly excluded from the Force Majeure clause in Article 32 of the General Conditions and cannot serve as a basis for a claim for additional time, compensation, or other equitable or legal adjustment or amendment to the contract. Article 32 of the General Conditions is amended to delete any reference to “epidemics” and to any laws, regulations, ordinances, orders or other mandates of any government, governmental agency, or court relating thereto.

7. INSURANCE REQUIREMENTS

7.1. INSURANCE

The Contractor shall be required to maintain insurance for the term of this Contract as specified in the "Insurance Requirements" Section herein. The Certificate of Insurance and Endorsements shall be submitted to the Contract Administrator within 10 days after receipt of the Notice of Award. All insurance required by this Appendix B must be maintained during the entire term of the contract, including any renewal or extension terms, until all work has been completed. Also, certain coverages must be continued following completion of the work as shown in the section B.

The Contractor shall instruct an insurance broker or agent to provide the Washington Suburban Sanitary Commissiona certificate of insurance and endorsements, i.e. additional insured, waiver of subrogation, attesting to the issuance of insurance policies affording coverage as required and listed in B below. Please note that such certificate of insurance and endorsements along with any required bonds must be issued and then approved by the Washington Suburban Sanitary Commission prior to the issuance of a Notice to Proceed by the Contract Administrator. The following requirements apply to all work under the contract. To the extent permitted by applicable law, the Washington Suburban Sanitary Commission reserves the right to adjust or waive any insurance or bonding requirements contained in this Appendix B and applicable to the contract.

The Contractor shall not allow any subcontractor to start work on any subcontract until all insurance required of the subcontractor has been obtained and approved by the Contractor. The Contractor shall require all subcontractors to maintain workers compensation and employers liability, business auto liability, commercial general liability and any other applicable coverage in the same manner as specified for the Contractor.

7.2. TYPES OF COVERAGE

The Contractor shall provide and keep in full force the insurance noted in the coverage section as minimum liability limits and mandatory coverage during the term of this Contract.

7.3. ADDITIONAL INSURED

The Commission, its agents and employees shall be included as additional insured(s) in the Commercial General Liability insurance policy. Coverage for the Commission its agents and employees shall apply for defense of claims and damages for injury to persons, including bodily injury, death or any form of personal or advertising injury, or property damage arising out of or resulting from the performance of the work or product, whether caused or alleged to be caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them or the Commission or its agents or employees may be liable. See below for acceptable forms. The multiple forms combination shown below, or their equivalent, shall be provided by Contractors performing work for the Commission that would be considered your work as defined in ISO form CG 0001. Other contractors or vendors shall provide additional insured status per form CG 2010 or its equivalent. The additional insured endorsement(s) must be attached to the certificate of insurance in order to effectuate additional insured status in accordance with the Washington Suburban Sanitary Commission contractual requirements. This endorsement requirement does not apply so long as the contractor and broker/agent warrant that there is a blanket additional insured provision included in the insurance policy.

Special Note: The following combinations of ISO forms, or their equivalent, shall be acceptable:

- CG 2010 entitled "Additional Insured - Owners, Lessees or Contractors — Scheduled Person or Organization" and CG 2037 entitled "Additional Insured - Owners, Lessees or Contractors — Completed Operations"; **OR**
- CG 2033 entitled "Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You" and CG 2037 entitled "Additional Insured - Owners, Lessees or Contractors — Completed Operations".

7.4. SUBROGATION

The Workers Compensation and Business Auto policy must each provide for a waiver of subrogation in favor of the Commission, its agents and employees. The waiver of subrogation endorsement must be attached to the certificate of insurance in order to effectuate waiver of subrogation in accordance with the Washington Suburban Sanitary Commission contractual requirements. This endorsement requirement does not apply so long as the contractor and broker/agent warrant that there is a blanket waiver of subrogation included in the insurance policy provisions.

7.5. PREMIUM PAYMENTS, DEDUCTIBLES/RETENTIONS, AND COMMISSION ACCEPTANCE

The premium to be expended for all of the above-referenced policies of insurance and bonds shall be paid by the Contractor. Payment of any deductibles or self-insured retentions applying under any policies shall be the responsibility of the Contractor. The policies of insurance, certificates of insurance and the insurance company or insurance companies issuing such bonds or policies of insurance must be acceptable to the Commission. All companies providing such coverage, for all contracts, regardless of size, **must be allowed to conduct and transact insurance business in the State of Maryland.**

7.6. DESIGNATION AS TO APPLICABILITY

All **certificates of insurance** and applicable endorsements must be issued indicating **a specific Contract number** or to **all work contract numbers** performed by the Contractor for the Washington Suburban Sanitary Commission.

7.7. CLAIMS MADE LIABILITY INSURANCE

If any liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions as described in section 1 B, remain the same. The Contractor must either:

- Agree to provide certificates of insurance evidencing the above coverages for a period of three years after final payment for the contract. Such certificates shall evidence a retroactive date, no later than the beginning of the Contractors or subcontractors' work under this contract, or
- Purchase an extended (minimum three years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

7.8. NOTIFICATION OF CANCELLATION OR NON-RENEWAL

A minimum of thirty days written notification must be given by an insurer of any alteration, material change or cancellation or non-renewal of any insurance required under this Contract. Such required notification must be sent via Registered or Certified Mail to the address indicated below:

Washington Suburban Sanitary Commission

Procurement Office, 8th Floor

14501 Sweitzer Lane

Laurel, Maryland 20707-5902.

7.9. COMPLIANCE

Contractor's failure to comply with all insurance and bonding requirements set forth in this Appendix B and applicable to the contract will not relieve the Contractor from any liability under the contract. Contractor's obligations to comply with all insurance and bonding requirements set forth in Appendix B and applicable to the contract will not be construed to conflict with or limit Contractor's indemnification obligations under the contract.

7.10. BUILDERS RISK INSURANCE (CONTRACTOR TO PURCHASE)

- A. The Contractor shall purchase and maintain builders risk insurance on a replacement cost basis with a limit equal to or exceeding the full insurable value of the Project. This insurance shall be maintained until final acceptance of the Project by the WSSC or until no person or entity other than the WSSC has an insurable interest in the covered property, whichever is earlier. This builders risk insurance shall include the interests Request for Quotation 48044,2 Page 135 of 140 of the WSSC, Contractor, Subcontractors and Sub-subcontractors in the Project. The WSSC must be specifically included as a named insured.
- B. Insurance shall be on an "all-risk" or equivalent policy form and shall insure against the perils of fire; extended coverage; theft; vandalism; malicious mischief; collapse; ensuing or resulting loss from faulty, inadequate or defective design, specifications, construction, materials or workmanship; windstorm; flood; and earthquake. Coverage is to apply for debris removal including demolition occasioned by a covered loss with a minimum sublimit of twenty-five percent of the amount of loss or damage. This insurance shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such covered loss. Coverage for flood and earthquake may be written with sublimits acceptable to the WSSC.
- C. This builders risk insurance shall cover all of the following types of property:
 - 1. All structures to be constructed, under construction, and/or already constructed which are part of the Project;
 - 2. All materials, equipment, machinery and supplies which are to be incorporated into the Project;
 - 3. Temporary structures of any nature whatsoever; and
 - 4. Underground property, including but not limited to, foundations, pump stations, pumps, pipes, drains, tanks and connections.

- D. The Contractor shall be responsible for payment of any deductibles applicable under this builders risk insurance or other property insurance applicable to the Project.
- E. Unless otherwise provided in the Contract Documents, this builders risk insurance shall cover materials to be incorporated into the Project which are off the site, and also such materials in transit. Such coverage may be written with sublimits acceptable to the WSSC.
- F. This builders risk insurance shall insure (or shall be amended to insure) against loss or damage caused by boiler, machinery, and equipment perils. Such coverage shall be written on a comprehensive basis with coverage applying to the sudden and accidental breakdown of any boiler, fired vessel, unfired pressure vessel, refrigerating and air conditioning vessel, mechanical or electrical machine or apparatus used for the generation, transmission or utilization of mechanical or electrical power. Coverage is to apply without sublimit or restriction for testing and start-up, including any mechanical, aerostatic, hydrostatic and pneumatic testing.
- G. **The WSSC and Contractor waive all rights against each other and against the WSSC's other Contractors and own forces described in Article 6, if any, and the subcontractors, subsubcontractors, elected and appointed officials, officers, agents, employees and consultants, for Internal Request for Quotation 48044,2 Page 136 of 140 property damage to or loss of use of the Work to the extent that such property damage or loss of use is covered by this builders risk insurance, boiler and machinery insurance or other property insurance applicable to the Work. The policies shall provide such waivers of subrogation by endorsement or otherwise.**
- H. Any loss covered under this builders risk insurance or other property insurance applicable to the Work shall be payable as fiduciary for the insureds, as their interests may appear. The WSSC shall pay the owner and Subcontractors their just shares of insurance proceeds received by the WSSC, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.
- I. WSSC, as fiduciary, shall have the power to adjust and settle a loss with insurers.
- J. Partial occupancy or use in accordance with the provisions of the Contract that pertain to partial occupancy or use shall not commence until the builders risk insurer has granted permission by endorsement or otherwise for the WSSC to partially occupy or use any completed or partially completed portion of the Work at any stage of construction. The Contractor shall take reasonable steps to obtain such permission.
- K. This builders risk insurance shall be written on an agreed value basis with no coinsurance or contribution clause applying.
- L. If the WSSC is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the WSSC, then the Contractor shall bear all reasonable costs properly attributable thereto.
- M. Before an exposure to loss may occur, the Contractor shall file with the WSSC a copy of each policy that includes insurance coverages required by this Article. Each policy shall contain all conditions, definitions,

exclusions and endorsements applicable to the coverage for this Project. Each policy shall contain a provision that the policy will not be cancelled or allowed to expire until at least sixty (60) days' prior written notice has been given to the WSSC.

- N. The insurance required by this Article is not intended to cover machinery, tools or equipment owned or rented by the Contractor, or its Subcontractors, which are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor and its Subcontractors shall, at their own expense, purchase and maintain property insurance coverage for owned, leased or rented machinery, tools or equipment. The Contractor, and its Subcontractors, hereby waive all rights against the WSSC and its elected and appointed officials, officers, agents, employees and consultants for property damage to or loss of use of such machinery, tools or equipment to the extent that such property damage or loss of use is covered by the Contractor's or Subcontractor's property or equipment floater insurance or other similar property insurance maintained by the Contractor or its Subcontractors. The policies shall provide such waivers of subrogation by endorsement.

7.11. INSTALLATION FLOATER INSURANCE (CONTRACTOR TO PURCHASE)

- A. The Contractor shall purchase and maintain installation floater insurance on a replacement cost basis with a limit equal to or exceeding the full insurable value of the Work, or the maximum exposure to a single occurrence. This insurance must be maintained at least until final acceptance of the Work by the WSSC.
- B. The interests of the WSSC and Subcontractors and sub-subcontractors shall be included by naming them as additional insureds and loss payees.
- C. This installation floater insurance shall include coverage for the following types of property:
1. All materials, equipment, machinery and supplies which are to be incorporated into the Project; and
 2. If applicable, all underground property, including but not limited to, pumps, pipes, drains, tanks and connections.
- D. This installation floater insurance shall be written on an all-risks policy form. Covered causes of loss or covered perils shall include but not be limited to:
1. Theft;
 2. Loss or damage that ensues or results from faulty, inadequate or defective design, specifications, construction, materials or workmanship;
 3. Collapse when caused by a covered cause of loss or peril;
 4. Explosion;
 5. Flood, sewer or water back-up, subterranean or ground water; and
 6. Earthquake, mudslide or earth movement of any kind. Flood and earthquake coverages may be written with sublimits exceeding or equal to the greater of ten percent of the total Project cost or \$100,000.

- E. Recovery is to include the cost of materials, labor, overhead and profits.
- F. Coverage shall be written on an agreed value basis. Accordingly, any coinsurance or contribution clause shall be deleted.
- G. This insurance shall not exclude or restrict coverage at vacant or unoccupied locations.
- H. Losses shall be adjusted with and payable to the WSSC as fiduciary for all other insureds.
- I. This installation floater insurance shall include coverage for debris removal and demolition made necessary by covered loss or damage with a minimum sublimit of twenty-five percent of the amount of loss or damage.
- J. This installation floater insurance shall afford coverage for materials and equipment off-site, including while in storage or while at fabrication sites, with a limit exceeding or equal to the greater of ten percent of the total Project cost or \$100,000.
- K. Coverage for materials and equipment in transit shall be provided with a limit exceeding or equal to the greater of ten percent of the total Project cost or \$100,000.
- L. The Contractor shall be responsible for payment of any deductibles applicable under this insurance or other property insurance applicable to the Work.
- M. The WSSC and Contractor waive all rights against each other and any of their Subcontractors, Subsubcontractors, elected and appointed officials, officers, directors, trustees, agents, employees and consultants for property damage to or loss of use of the Work to the extent that such property damage or loss of use is covered by this builders risk insurance, boiler and machinery insurance or other property insurance applicable to the Work. The policies shall provide such waivers of subrogation by endorsement or otherwise.
- N. If the WSSC is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the WSSC, then the Contractor shall bear all reasonable costs properly attributable thereto.
- O. The Contractor, Subcontractors and Sub-subcontractors shall, at their own expense, purchase and maintain separate property insurance coverage for machinery, tools or equipment owned or rented by them, which are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor, Subcontractors and Sub-subcontractors, hereby waive all rights against the WSSC and its elected and appointed officials, officers, agents, employees and consultants for property damage to or loss of use of such machinery, tools or equipment to the extent that such property damage or loss of use is covered by the property or equipment floater insurance or other similar property insurance purchased and maintained by the Contractor, Subcontractors or Sub-subcontractors. The policies shall provide such waivers of subrogation by endorsement or otherwise.

7.12. ARCHITECTURAL & ENGINEERING DESIGN

("X" EQUALS MANDATORY)

<u>Coverage Required</u>	<u>Limits (Figures Denote Minimums)</u>
[X]1. Worker's Compensation & Employer's Liability	Statutory workers compensation \$500,000 accident, \$500,000 disease, \$500,000 policy limit disease
[X]2. Commercial General Liability <u>Occurrence form, including but not limited to the below</u> <ul style="list-style-type: none"> A. General aggregate applies per project B. Premises/Operations C. Independent Contractors D. Products/Completed Operations (to apply for two years following termination of contract) E. Contractual Liability F. Personal Injury Liability G. Any XCU exclusions removed 	Items B. and E. require a \$1,000,000 single limit for bodily injury and property damage each occurrence with a \$2,000,000 general aggregate that applies to project under contract, and a separate \$2,000,000 aggregate for products/completed operations. \$1,000,000 each offence for Item F.
[]3. Business Auto Liability <ul style="list-style-type: none"> A. All Owned, Hired & Non-owned B. Motor Carrier Act Endorsement 	\$1,000,000 Bodily Injury & Property Damage liability each accident
[X]4. Umbrella Liability	\$1,000,000 BI, PD, & Personal Injury
[]5. Pollution Liability	\$1,000,000 each claim and aggregate
[X]6. Errors or Omissions Liability	\$1,000,000 each claim and aggregate
[]7. Employee Dishonesty Coverage	\$_____ Limit of Insurance
[]8. Builder's Risk	Insurable Value = ____% of the Contract Value
[]9. Installation Floater	Insurable Value = ____% of the Contract Value
Other Insurance Required:	

A&E DESIGN COVERAGE AND BOND REQUIREMENTS

(auto coverage may be required if working in the field)

8. BONDS REQUIREMENTS

8.1. BID GUARANTEE

Each Bidder must furnish with his Bid, a Bid Guarantee in an amount not less than 5 percent of the amount of his/her Bid when indicated above.

The Bid Guarantee shall be in the form of a firm commitment, such as a postal money order, certified check or cashier's check, or bid bond. Bid Bonds shall be executed on the Commission Standard Bid Bond Form, included herein, by the Contractor and a corporate bonding company licensed to transact such business in the State of Maryland and indicated as such on the "Maryland Insurance Administration" companies currently licensed to conduct business in Maryland.

The Commission may hold as many of the Bid Guarantees as it may deem advisable until the execution and delivery of the Contract and Contract Bonds, whereupon all Bid Guarantees will be returned. All other Bid Guarantees will be returned within seven days after Bid opening.

8.2. PERFORMANCE, LABOR AND MATERIAL PAYMENT BONDS

Provide Performance, Labor and Material Payment and Maintenance Bonds as part of the contract execution as stated in Article 1.H herein.

The Contractor shall provide the Performance Bond and Labor and Material Payment Bond on Commission standard forms available at the Commission offices in accordance with requirements set forth in the General Conditions, for: 100 percent of the Contract, as indicated below.

8.3. MAINTENANCE BOND

For Contracts where the Contractor receives notice from Washington Suburban Sanitary Commission, indicating that the work as required under the captioned Washington Suburban Sanitary Commission contract has been substantially completed by the Contractor, the Contractor will issue a Maintenance Bond for the guarantee period(s) equal to the amount of 100 percent of the performance bond for a period of 1 year(s) from the date of substantial completion. Such bond will indicate the Washington Suburban Sanitary Commission as the Oblige and the Contractor as the Principal.

8.4. MAINTENANCE BOND

For Contracts where the Contractor receives notice from Washington Suburban Sanitary Commission, indicating that the work as required under the captioned Washington Suburban Sanitary Commission contract has been substantially completed by the Contractor, the Contractor will issue a Maintenance Bond for the guarantee period(s) equal to the amount of 100 percent of the performance bond for a period of 2 year(s) from the date of substantial completion. Such bond will indicate the Washington Suburban Sanitary Commission as the Oblige and the Contractor as the Principal.

8.5. PERFORMANCE BOND

In the amount of 100% of the Contract Value.

8.6. PAYMENT BOND

In the amount of 100% of the Contract Value.

#107594

Title: ReBid Western Branch Water Resource Recovery Facility Potable Water System Upgrade

8.7. MAINTENANCE BOND

In the amount of 100% of the Contract Value.

9. SCOPE OF WORK

SEE ATTACHMENTS FOR DETAILED TECHNICAL SPECIFICATION AND DRAWINGS

9.1. Scope of Work

SEE ATTACHMENT FOR DETAILED TECHNICAL SPECIFICATION AND DRAWINGS

10. MINORITY BUSINESS ENTERPRISE (MBE) AND SMALL LOCAL BUSINESS ENTERPRISE (SLBE) PROGRAMS

These programs are, in part, intended to further WSSC Water's compelling interest in avoiding either active or passive participation in private sector marketplace discrimination, and in promoting equal opportunity for all segments of the contracting community to participate in WSSC Water contracts.

10.1. NOTICE

Dear Prospective Bidder or Proposer:

The Washington Suburban Sanitary Commission (WSSC, WSSC Water or Commission), through the Office of Supplier Diversity & Inclusion ("OSDI") is dedicated to creating an inclusive purchasing environment while building sustainable relationships; expanding opportunities; and cultivating growth of small, local, and minority business enterprises, which adds value to the Commission and community we serve. In accordance with the Public Utilities Article, Annotated Code of Maryland*, the WSSC is authorized to establish both a Minority Business Enterprise (MBE) Program and a Small Local Business Enterprise (SLBE) Program. The Commission is further authorized to ensure compliance with these MBE and SLBE Programs.

The MBE and SLBE Programs facilitate fair and equal access to opportunities for those MBE/SLBE primes, subcontractors, and suppliers ready, willing, and able to compete for work on WSSC Water-funded contracts. Prime bidders and proposers are required to ensure that prospective subcontractors, vendors, and suppliers are afforded fair and equal access to opportunities for inclusion on WSSC Water-funded contracts, where applicable. WSSC Water's commitment to the inclusion of small local business enterprises, certified minority, women, and socially disadvantaged business enterprises (MBE/WBE/DBE) in the MBE/SLBE Programs includes those firms recognized as MBE/WBE/DBE as certified by the following entities or WSSC Water-approved SLBE and SLBESDV firms:

- Maryland Department of Transportation (MDOT)
- Prince George's County Supplier Development & Diversity Division (SDDD)
- District of Columbia's Department of Small and Local Business Development (DC-DSLBD)
- Capital Region Minority Supplier Development Council (CRMSDC)
- Women's Business Enterprise Council Greater DMV (WBEC); and
- 6a. Small Local Business Enterprise (SLBE) Firms approved by WSSC Water
- 6b. Small Local Business Enterprise (SLBE) Firms – Service-Disabled Veterans (SDV) approved by WSSC Water

For the purposes of this document, a Service-Disabled Veteran Small Business (SLBE-SDV) is a firm that is certified as a Service-Disabled Veteran-owned firm and approved to participate in WSSC Water's SLBE Program as defined here within. The firm must meet the approval criteria of SLBE firms. **Please read all of the information included in this Appendix.** Carefully review the specific MBE/SLBE subcontracting goals or price preferences for this solicitation. If you have any questions about the information included in this section of the solicitation, please contact the Procurement Buyer noted on this solicitation.

Sincerely,

Kiyon T. Harley, Director

Office of Supplier Diversity & Inclusion

* In the Public Utilities Article, Maryland Annotated Code, regarding the MBE Program, refer to §20-201 through §20-208, and for the SLBE Program, refer to §20- 301 through §20-304

10.2. MBE PURPOSE STATEMENT

In accordance with §20-204 thru §20-206 of the Public Utilities Article, Maryland Annotated Code, WSSC shall establish:

- A. A MBE Utilization Program to facilitate the participation of responsible certified minority business enterprises in design/build and construction contracts awarded by the Commission; and
- B. A MBE Utilization Program to facilitate the participation of responsible certified minority business enterprises in goods and services contracts awarded by the Commission, other than those covered by the program for design/build and construction contracts.

10.3. SLBE PURPOSE STATEMENT

In accordance with §20-302 thru §20-304 of Public Utilities Article, Maryland Annotated Code, WSSC may establish:

- A. SLBE Program to assist small businesses in Montgomery County and Prince George's County by:
 - 1. Establishing a sheltered market or other appropriate preference; or
 - 2. Facilitating the award of Commission construction contracts or procurement contracts for Goods and Services to small businesses in Montgomery County and Prince George's County.

10.4. MBE AND SLBE REGULATIONS

Click the link below to access WSSC Code of Regulations Chapter 6.30 and Chapter 6.35 or cut and paste the link in your web browser:

<https://wssc.district.codes/>

SPECIAL NOTE: If any of the information contained within this section conflicts with the MBE or SLBE Program Regulations (WSSC Code of Regulations Chapter 6.30 or Chapter 6.35), the Program Regulations will take precedence.

10.5. MBE/SLBE GOAL

This Solicitation contains the following Subcontracting Goal (as a percentage of the total Contract value, inclusive of Amendments, Change Orders, etc.):

MBE/SLBE Goal: 27%

The subcontracting goal may be satisfied by the certified MBE classifications or WSSC Water-Approved SLBE firms at the levels indicated below:

Contracting Area	African American	Asian American	Hispanic American	Native American	Women-Owned	WSSC Water-Approved SLBE
Construction	FULL	NONE	PARTIAL 13%	PARTIAL 0.50%	PARTIAL 14%	FULL

- A certified African American firm may count fully and fulfill the entire Subcontracting Goal.
- A certified Asian American firm may not count toward the Subcontracting Goal.
- A certified Hispanic American firm may count partially and fulfill 13% of the Subcontracting Goal.
- A certified Native American firm may count partially and fulfill .50% of the Subcontracting Goal.
- A certified Women-Owned firm may count partially and fulfill 14% the Subcontracting Goal.
- A certified WSSC Water-approved SLBE firm may count fully and fulfill the entire Subcontracting Goal.

Please note that ALL Bidders/Proposers, regardless of MBE/WBE/DBE or SLBE/SLBE-SDV status(es), are required to address the subcontracting goal indicated above.

The OSDI will validate the status of all certified MBEs or WSSC Water-Approved SLBEs as indicated on the submitted Subcontracting and Supplier Certification Form(s).

A subcontract participation plan that is accepted by the Commission will be incorporated into the contract requirements and will be subject to the Commission's contract compliance policy.

Full/Partial Waiver Requests: No Bidder or Proposer shall be awarded a contract unless the OSDI determines that the Bidder or Proposer has satisfied WSSC Water's Good Faith Efforts requirements contained in the solicitation document. For more information regarding Good Faith Efforts, review the information here: [Good Faith Effort Guide](#).

10.6. POSSIBLE SUBCONTRACTING OPPORTUNITIES

The Office of Supplier Diversity & Inclusion (“OSDI”) has identified the following potential subcontracting opportunities indicated below:

541320 Landscape Architectural Services

541330 Engineering Services

541340 Drafting Services

541370 Surveying and Mapping (except Geophysical) Services

10.7. ADMINISTRATION OF THE MBE AND SLBE PROGRAMS

The Office of Supplier Diversity & Inclusion (“OSDI”) administers both the MBE and SLBE Programs. The OSDI will review and validate information submitted by bidders or proposers pre-award and primes post-award.

To assist bidders or proposers in this effort, the OSDI has set forth in this Solicitation document, the MBE or SLBE subcontracting goal within the relevant North American Industry Classification System codes (NAICS) for this contract and identified potential subcontracting opportunities.

A subcontract participation plan, if accepted by the Commission, will be incorporated into the contract requirements and will be subject to the Commission’s contract compliance policy. The MBE or SLBE subcontracting goals will be measured against the total contract value (inclusive of Amendments and Change Orders) over the life of the contract.

The Subcontracting and Supplier Certification form must include all MBE, SLBE and Non-minority subcontractors to be utilized on the contract, detail the services to be performed, the percentage of the work to be performed by each subcontractor, and the MBE certification number, if applicable.

Full or Partial Waivers: If a bidder or proposer requests a full or partial waiver, the OSDI will verify the Good Faith Effort to include and/or promote contracting opportunities with SLBEs, MBEs and WBEs to compete for business as subcontractors and/or suppliers. If requesting a full or partial waiver, a bidder or proposer is eligible for award of a WSSC Water contract upon determination by the OSDI that the bidder or proposer has utilized Good Faith Efforts to attract all businesses regardless of size, race or ethnicity.

Substitution/Replacement of MBE/SLBE Subcontractors (typically applies Post Award): No substitution/replacement for any MBE/SLBE subcontractor, vendor or supplier, previously selected by the prime shall be made without written notification to the Commission and the approval of the Commission. A prime cannot arbitrarily terminate an MBE/SLBE subcontractor and self-perform the work without requesting a waiver and written approval from the Commission. MBE/SLBE subcontractors may be replaced if they are unable or unwilling to perform the contracted work and/or other documented reasons. If it appears that the MBE/SLBE subcontracting goal cannot be achieved, the prime shall immediately notify the Commission in writing accompanied by the appropriate documentation. Good Faith Efforts used to meet at least a portion of the goal should be documented and submitted to the Commission for evaluation.

10.8. NON-DISCRIMINATION POLICY

Consistent with Section 19-101 et seq. of the State Finance & Procurement Article, Maryland Annotated Code, the Commission will not enter into a contract with any business entity that has discriminated in the Solicitation, selection or treatment of subcontractors, suppliers, vendors or commercial customers on the basis of race, color,

religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners.

10.9. MBE and SLBE PROGRAMS DETERMINATION OF GOOD FAITH EFFORTS (SUMMARY)

No prospective bidder or proposer requesting a full or partial waiver shall be awarded a contract unless the OSDI determines that the bidder or proposer has satisfied the requirement of demonstrating a Good Faith Effort equal to or greater than a minimum of 90 out of 125 points for the evaluation criteria on the contract.

Accordingly, each bidder or proposer shall submit with the bid the following:

1. Declaration of Non-Discrimination: Each bidder or proposer shall submit with their bid/proposal a Declaration of Non-Discrimination.

2. Outreach Efforts Documentation: If requesting a full or partial waiver, each bidder or proposer shall submit with their bid a Subcontractor and Supplier Summary form, which is a contact form demonstrating the bidder's or proposer's outreach efforts to identify, contract with, or utilize all (i.e., MBEs, WBEs and Non-MBE/WBEs) potential subcontractors or suppliers on the contract.

3. MBE/SLBE Participation Plan (if applicable): Each bidder shall submit with their MBE/SLBE Participation Plan the name, address, telephone number and contact person of each subcontractor or supplier to be used during the contract, the NAICS Code and the type of work or service each business will perform, the percentage of the work and the scope of work, certificate number of each business, and any other information requested by the OSDI.

4. MBE Certification (if applicable): The OSDI shall verify that all entities claiming MBE status have been validly certified by either: The state certification agency designated under Section 14-303(b) of the State Finance and Procurement Article (or any successor Section thereto); or by any other certification program that the Commission determines substantially duplicates the requirements of the state certification agency, provided that, before accepting an alternate certification, the Commission examines that program to ensure compliance with the requirements of Section 20-204(c) of the Public Utilities Article (or any successor Section thereto). The following is a list of third-party certification agencies that are recognized by the Commission's MBE Program:

- Maryland Department of Transportation (MDOT)
- Prince George's County Supplier Development & Diversity Division (SDDD)
- District of Columbia's Department of Small and Local Business Development (DC- DSLBD)
- Capital Region Minority Supplier Development Council (CRMSDC)
- Women's Business Enterprise Council Greater DMV (WBEC)

Reciprocity of Minority/Women Business Enterprise Certification

The OSDI may consider for approval a firm(s) that is certified by other certifying agencies that substantially duplicates the state certification agency requirements. Expressed approval is required from the OSDI for M/WBE certification reciprocity prior to the submission of bids/proposals. If granted M/WBE certification reciprocity, a firm will be entitled to the MBE Program preferences outlined in WSSC Code of Regulations

Chapter 6.30 (or successor). To learn more about M/WBE certification reciprocity please contact the OSDI by telephone at 301- 206-8800 or via email at supplierdiversity@wsscwater.com.

Determination of Good Faith Efforts

The GFE will be determined on a point system. Points are awarded for Indicators 1 through 13 when required and completed documentation is submitted at the time the partial or full waiver is being requested (i.e., at bid or postaward).

Points are awarded for each Indicator on an “all or nothing” basis. Points are not awarded for bid documentation deemed to be partially completed. There are 13 Indicators for the GFE documentation. Indicators 1 through 13 award points when the required documentation is submitted. **Failure to include the required and completed GFE documentation and failure to achieve a minimum of 90 out of 125 points may render the bid non-responsive and could result in its rejection.**

Points for each Indicator:

Indicator: Points:	1	2	3	4	5	6	7	8	9	10	11	12	13	Total
	5	5	5	10	5	10	10	15	15	15	10	10	10	125

Each Indicator has a different point value equal to 5, 10 or 15 and several Indicators are given credit in two or more areas. For example, acceptable documentation submitted for:

- Indicators 1, 2 and 3 credit also satisfies

Indicator 5 Indicators 8, 9 and 10 are each worth (15) points. Without sufficient documentation for Indicator 10 (including all MBE/SLBE firms that submitted bids and a summary sheet) your firm will not be able to achieve the minimum 90 points.

Indicator	Good Faith Efforts Criteria Summary Description
1	Evidence of ads regarding subcontracting opportunities
2	List of MBE/SLBE firms contacted
3	List of subcontracting opportunities
4	Information sent to potential subcontracting firms
5	Evidence of justifiable rejection of bid
6	Assist MBEs/SLBEs to obtain bonding and/or insurance
7	Evidence of use of WSSC Water’s Supplier Portal and the Office of Supplier Diversity & Inclusion (“OSDI”)

8	List of MBEs/SLBEs invited to bid on subcontracting work - Not available to work
9	List of MBEs/SLBEs invited to bid on subcontracting work - Did not respond to IFB
10	List of MBEs/SLBEs invited to bid on subcontracting work - Not low acceptable bid or fiscally sound
11	List of selected portions of subcontracting work
12	Evidence that MBEs/SLBEs were invited to meetings
13	Evidence of written notice of Prime's intent to bid and invitation for potential Subcontractors for work

For more information regarding WSSC Water's GFE, review the information here: [Good Faith Effort Guide](#).

10.10. MBE/SLBE PROGRAMS - RFP/IFB SUBMITTALS

The Declaration of Non-Discrimination, GFE documentation, and MBE/SLBE Participation Plan(s), and any other information required by the OSDI in the Solicitation document must be completed by each bidder or proposer and submitted with the other required bid or proposal documentation for the bid or proposal to be considered responsive. Failure to timely submit these forms, fully completed, may result in the bid or proposal being considered as non-responsive, and therefore excluded from consideration.

Note: The OSDI will validate all Subcontracting Plans for MBE, SLBE and Non-MBE participation, and GFE submitted by the bidders or proposers.

10.11. SUBCONTRACTING AND SUPPLIER COMPLIANCE REPORTING

Submission of Appropriate Certification Form(s)

The Commission requires all bidders or proposers to identify ALL subcontractor(s) and/or supplier(s) to be utilized under this contract.

Each bidder or proposer must submit, at the time of bid, the appropriate completed MBE and SLBE Subcontracting and Supplier Certification form with two (2) authorized signatures. Failure to submit the appropriate Certification form(s) may render the bid non-responsive, and the bid may not be considered for award.

Compliance Reporting Requirement

The Commission requires all prime contractors to report subcontractor(s) and supplier(s) payments on a monthly basis utilizing the Commission's web-based tracking and compliance system. The prime contractor shall enter all payments, and the subcontractor(s) or supplier(s) shall validate payments received. Instructions on entering payment data will be distributed to the successful awardee (prime contractor) and subcontractor(s) or supplier(s).

Failure to report payments on the web-based system as described above may result in the delay of payment(s). Final payment may not be made until the subcontractor(s) and supplier(s) payment(s) are reported and verified. Failure to comply with all or part of the MBE and SLBE Programs goals may result in the prime contractor not being awarded additional contracts by the Commission.

Failure to comply with the requirements of this Clause will be considered in determining if the Commission will exercise the renewal option under this contract and/or future contracts with the Commission. A determination of non-compliance on any WSSC Water-funded contract will be used in the determination of any future contracts, Change Orders, Amendments, and/or Option years with the Commission.

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than fifteen (15) days from receipt of subcontractors' invoice on WSSC Water-funded projects; and pay subcontractors retainage within fifteen (15) days after the subcontractor's work is satisfactorily completed.

10.12. WSSC'S AUDIT CLAUSE

Audit Right and Retention of Records

The Commission shall have the right, upon serving reasonably advanced notice and during ordinary business hours, to audit the books, records, and accounts of a contractor and its subcontractor(s). Prime contractor and its subcontractor(s) shall keep such books, records, and accounts as may be necessary, in order to record complete and correct entries related to the contract. All books, records, and accounts shall be kept in written form or in a form capable of conversion into written form within a reasonable time. Upon request to do so, a contractor or its subcontractor(s), as applicable, shall make the same available at no cost to the Commission, in written form.

Prime contractors and its subcontractor(s) shall preserve and make available, at reasonable times for examination and audit by the Commission, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period, in accordance with the Maryland Public Information Act Manual (8th edition, December 2000), *Right of Access to Records*, SG 10-617(f)(3), as may be amended from time to time, if applicable, or, if the Maryland Public Information Act is not applicable, for a minimum period of five (5) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Maryland Public Information Act is determined by the Commission to be applicable to a contractor and its subcontractor(s), they shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by a contractor or its subcontractor(s). Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for a contractor disallowance and recovery of any payment upon such entry. Prime contractors shall, by written contract, require its subcontractor(s) to agree to the requirement and obligations of this Clause.

10.13. DETERMINATION OF COMMERCIALY USEFUL FUNCTION

The Commission defines Commercially Useful Function as follows:

A business enterprise or firm performs a Commercially Useful Function when, based on all relevant facts and circumstances, it is responsible for execution of the work of the contract by actually performing, managing and supervising the work involved. Thus, the enterprise or firm must be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. An MBE or SLBE **does not** perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of MBE or SLBE participation. In determining whether an MBE or SLBE is such an extra participant, the Office of Supplier Diversity & Inclusion will examine similar transactions, particularly those in which MBEs or SLBEs do not participate.

Example: A certified MBE or WSSC Water-Approved SLBE prime contractor is not considered to be performing a Commercially Useful Function if it is requiring that the subcontractor perform all aspects of the contract as if the subcontractor had independently bid and been awarded the contract as the prime.

The Commission seeks to prevent a certified MBE or WSSC Water-Approved SLBE prime contractor from acting as a “pass-through” or “front,” exchanging the benefits of certification and/or approval for payment from a noncertified/ non-approved business. When subcontracting to MBE or SLBE subcontractors, the intent is for the subcontractor to provide goods or services required for the performance of the contract rather than artificial or incidental participation that provides an “appearance” of participation to meet the socio-economic objectives of these programs. Typically, the determination of whether an MBE or WSSC Water-Approved SLBE is performing a Commercially Useful Function is determined during the certification process (by the certifying entities accepted by the Commission) for MBE firms and during the approval process for SLBE firms.

As part of the bid evaluation process, the bidder must provide proof sufficient to satisfy that a Commercially Useful Function will be performed by the bidder, subcontractor or supplier specific to the work identified in the statement of work or contract. To ensure compliance prior to contract award, the Commission must obtain documentation of Commercially Useful Function with any bid submitted by or that includes a certified MBE or WSSC Water-Approved SLBE firm.

Failure of a certified MBE or WSSC Water-Approved SLBE firm to demonstrate performance of a Commercially Useful Function, when bidding as a prime contractor, will result in that certified MBE and/or WSSC Water-Approved SLBE bidder being eliminated from consideration. When the analysis discloses that a certified/approved subcontractor/supplier is not providing a Commercially Useful Function, a contract may still be awarded if the prime contractor is a responsible Bidder without the involvement of the firm that has been determined not to provide a Commercially Useful Function and/or the work can be performed by an alternate(s) MBE or SLBE firm where the substitution is determined to have no material effect on the bid.

The OSDI must review information provided on the Bidder Declaration to determine whether certified MBE or WSSC Water-Approved SLBE firms are performing a Commercially Useful Function. Supplemental information related to supplier roles and responsibilities might also be provided in other sections of the bid.

During the evaluation, if permitted for the particular Solicitation, the Office of Supplier Diversity & Inclusion, through the Buyer, may seek clarification through written request to the bidder. Evaluators might also need to perform additional research or market analysis.

For more information on Commercially Useful Function, review WSSC Water's [Good Faith Effort Guide](#).

10.14. FORMS CHECKLIST

Guidelines

1. Bidders and proposers are prohibited from requiring prospective subcontractor(s) or supplier(s) pre-signed with ink or a pre-signed photocopy of blank Certification Forms.
2. Bidders and proposers are prohibited from maintaining on file pre-signed by prospective subcontractor(s) or supplier(s) blank Certification Forms.
3. All forms must include two (2) authorized signatures.

- a. Use the applicable mandatory form and complete and submit at the time of bid a signed Certification Form for the applicable contract.
- b. Complete and submit at the time of bid a signed Non-Discrimination Declaration and Good Faith Efforts Affidavit.
- c. If requesting a waiver, complete and submit with applicable documentation at the time of bid a signed Unavailability Form.
- d. If requesting a waiver, complete and submit with applicable documentation at the time of bid a signed Subcontractors and Suppliers Summary Contact Form.

Checklist

- Non-Discrimination Declaration – Required with all proposals
- Good Faith Efforts Affidavit – Required with all proposals
- Subcontracting and Supplier Certification Form
- MBE/SLBE Unavailability – Required if submitting a waiver request
- All Subcontractor and Supplier Summary Contact – Optional submission

10.15. CERTIFICATION FORMS

The following Certification forms are attached in the Vendor Questionnaire:

1. Good Faith Efforts Affidavit
2. WSSC Water Non-Discrimination Declaration
3. MBE/SLBE Unavailability Form
4. All Subcontractors and Suppliers Summary Contact Form

11. PRICING PROPOSAL**(I) SCHEDULE A: UNIT PRICE WORK**

Items A 1-34: Unit Price Work: Bidder agrees to provide all work specified in the Contract Documents.
Liquidated damages as set forth in the Contract Documents shall be \$ 3,950 per day.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
A-1	Clearing & Grubbing	1	LS		
A-2	Erosion & Sediment Control	1	LS		
A-3	Corrosion Control	1	LS		

SCHEDULE A: UNIT PRICE WORK - CONTINUED

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
A-4	8-inch C900 PVC DR-14 Pipe with Ductile Iron Fittings	3,980	LF		
A-5	6-inch DIP Class 54 & Fittings	200	LF		
A-6	4-inch DIP Class 54 & Fittings	285	LF		
A-7	3-inch DIP Class 54 & Fittings	25	LF		
A-8	8-inch Vertical Valve & Vault	5	EA		
A-9	6-inch (Fire Hydrant) Vertical Valve & Vault	8	EA		
A-10	4-inch Vertical Valve & Vault	3	EA		
A-11	2-inch Temporary Bypass Piping	550	LF		
A-12	1-inch Flexible Copper & Fittings	240	LF		
A-13	Corporation Stop	3	EA		
A-14	Fire Hydrant	8	EA		

SCHEDULE A: UNIT PRICE WORK - CONTINUED

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
A-15	24' x 28' CMU Wall Well House	1	LS		
A-16	Well Water Softener System	1	LS		
A-17	Well House Interior Piping & Fittings	1	LS		

SCHEDULE A: UNIT PRICE WORK - CONTINUED

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
A-18	NaOCl (Sodium Hypochlorite) Solution Tank	1	EA		
A-19	Secondary Containment Pallet	1	EA		
A-20	Chemical Feed Pump	2	EA		
A-21	Portable Eye Wash	1	EA		
A-22	Bladder Style Hydropneumatic Tank	2	EA		

SCHEDULE A: UNIT PRICE WORK - CONTINUED

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
A-23	Well (6" Diameter, 350' Deep)	1	LS		
A-24	Well (12" Diameter, 350' Deep)	1	LS		

SCHEDULE A: UNIT PRICE WORK - CONTINUED

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
A-25	Well Pump (1,100 gpm)	1	EA		
A-26	Well Pump (85 gpm)	1	EA		

SCHEDULE A: UNIT PRICE WORK - CONTINUED

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
A-27	Well House HVAC	1	LS		
A-28	Well House Door & Skylight	1	LS		
A-29	Well House Lighting	1	LS		

SCHEDULE A: UNIT PRICE WORK - CONTINUED

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
A-30	Asphalt Access Driveway	30	CY		
A-31	Concrete Sidewalk	2	CY		
A-32	Asphalt Pavement Restoration	1,590	SY		
A-33	Mill & Overlay	2,490	SY		

SCHEDULE A: UNIT PRICE WORK - CONTINUED

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
A-34	Miscellaneous Electrical Work	1	LS		

(II) SCHEDULE B: CONTINGENT UNIT PRICE ITEMS

Bidder proposes to accept as full payment for the Contingent Unit Price Work proposed herein the amounts computed under the conditions of the Bidding Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. Bidder agrees that the unit prices represent a true measure of the labor, materials, and services required to provide the item, including overhead and profit for each type and unit of Work called for in these Bidding Documents. Contingent item work will be performed only at the express written authorization of the Engineer. Quantities for contingent unit price work represent quantities that are above and beyond that required by the Contract Documents.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
B-1	Borrow Excavation of Suitable Soils, Installed	75	CY		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
B-2	Undercut and Dispose of Unsuitable Soils	75	CY		
B-3	Fill / Select Material Installed	75	CY		
B-4	Rock Excavation	10	CY		
B-5	Gravel and Sand for Various Purposes	40	TN		
B-6	Field Adjustments of Erosion and Sediment Control Practices	500	LF		
B-7	Test Pit	100	CY		
B-8	Concrete Sidewalk	20	SY		
B-9	Concrete Curb and Gutter	40	LF		
B-10	Asphalt Concrete Pavement	100	TN		
B-11	Mill and Overlay	250	SY		
B-12	Contingent 100 Pound Fittings (CWT)	100	100 CWT		

(II) SCHEDULE B: CONTINGENT UNIT PRICE ITEMS - CONTINUED

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
B-13	Allowance for Unanticipated Additional Work	1	AL	\$350,000.00	

TOTAL COST FOR SCHEDULE A, B AND ALLOWANCE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
T-1	UNIT PRICE BID (FROM SCHEDULE A)	1	LS		
T-2	CONTINGENT UNIT PRICE ITEMS TOTAL (SUBTOTAL FROM SCHEDULE B TO INCLUDE THE \$350,000 ALLOWANCE)	1	LS		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
TOTAL					

12. VENDOR QUESTIONNAIRE

1. CONTRACTOR QUALIFICATIONS

Please upload your completed forms.

- 1.1. Upload resume of Project Manager that demonstrates their ability of overseeing construction projects submittals review, some design management.*

*Response required

- 1.2. Please provide a copy of your safety plan.*

The Contractor shall have a safety plan and provide evidence of an OSHA Total Recordable Incident Rate (TRIR) of less than 2.67 for each of the last three (3) years. Include copies of OSHA Form 300A to support calculation of the TRIR. Calculate the IR using the following formula:

$TRIR = N * 200,000 / EH$ (where N=number of incidents for the year from OSHA form 300 or 300A, EH= number of hours worked by all employees for the year and 200,000 represents the base for 100 equivalent full-time workers for one (1) year working 40hrs/week for 50 weeks).

Note: Prime Contractors with a TRIR higher than the 2.67 threshold shall commit to furnishing a dedicated full-time safety professional, consistent with USACE EM 385-1-1 criteria or equal.

*Response required

2. Appendix A: OSDI PARTICIPATION

- 2.1. Please download and complete the attached OSDI Forms*

Please download the below documents, complete, and upload.

- [OSDI_Forms.pdf](#)

*Response required

3. Appendix C: SUBMISSION FORMS

- 3.1. CONSENT TO USE OF ELECTRONIC SIGNATURE*

Please download the below documents, complete, and upload.

- [CONSENT_TO_USE_OF_ELECTRONI...](#)

*Response required

- 3.2. CERTIFIED INSURANCE CONFIRMATION*

I certify that I will have on file within 10 days of Notice of Award, Certificates of Insurance acceptable to the Commission, meeting all requirements set forth in the Contract Document.

☐ Please confirm

*Response required

- 3.3. CONTRACT CERTIFICATION AFFIDAVIT*

Please download the below documents, complete, and upload.

- [CONTRACT_CERTIFICATION_AFFL...](#)

*Response required

3.4. IRAN INVESTMENT ACTIVITY CERTIFICATION*

Please download the below documents, complete, and upload.

- [IRAN INVESTMENT ACTIVITY CE...](#)

*Response required

3.5. STATEMENT OF BIDDER'S QUALIFICATIONS FORM*

Please download the below documents, complete, and upload.

- [STATEMENT OF BIDDER'S QUALI...](#)

*Response required

3.6. BID GUARANTEE*

Please download the below documents, complete, and upload.

- [Bid Bond 022420.pdf](#)

*Response required

4. REFERENCES

Please list 3 references below including the following information:

- A. Name and address of customer.
- B. The name, title, telephone number, and e-mail of customer contact.
- C. Description of the work performed, contract title, contract dates and price range (over or under \$_____)

4.1. Reference 1*

*Response required

4.2. Reference 2*

*Response required

4.3. Reference 3*

*Response required

4.4. CONTRACTOR QUALIFICATION SUBMITTAL FORM*

Please download the below documents, complete, and upload.

- [Exhibit A Minimum Qualifica...](#)

*Response required

4.5. Are you registered in WSSC Water's Supplier Portal?*

☐ Yes

☐ No

*Response required

When equals "Yes"

4.5.1. Please provide your Supplier Portal identification number (ID):*

*Response required

When equals "No"

4.5.2. Please confirm that you have registered prior to bid submittal*

Please register at: www.wsscwater.com/supplier.

☐ Please confirm

*Response required