

# Commissioners of Leonardtown



**Solicitation / Request for Proposals for Construction of**  
**ELEVATOR HOISTWAY IN**  
**LEONARDTOWN TOWN HALL**  
**Leonardtown, Maryland**

**RFP# 2-2017**

**Sealed bids for this project are due by 10:00 a.m., Friday, August 25, 2017.**

A site visit may be scheduled by calling 301-475-9791. This is an opportunity for interested bidders to ask questions, request clarifications, and obtain additional information regarding the project.

## **SECTION A: INTRODUCTION**

### **A-1 GENERAL INTENT**

The Commissioners of Leonardtown (also referred to as Town) are soliciting bids to establish a firm fixed price contract to provide construction services to construct an elevator hoistway in the Town Hall located at 22670 Washington Street, Leonardtown, MD 20650.

The "Project" will consist of all the elements required to construct the elevator hoistway for installation of a 2,100 pound hydraulic, machine roomless elevator. The Contractor shall accomplish all Work, including such additional, extra, and incidental work considered necessary by the Commissioners of Leonardtown to complete the Project, as defined herein, in a satisfactory and acceptable manner. The Contractor shall furnish all plant equipment, tools, materials, labor, and incidentals necessary to carry out the Project to satisfactory completion within the time period specified and in accordance with the Contract Documents.

The Commissioners of Leonardtown shall award a contract to a single bidder for all services. Contract administration shall be provided by the Town Administrator for the Commissioners of Leonardtown.

### **A-2 SCOPE**

Work under this Contract includes all work associated with, but not limited to the Project, (the "Work"). See Attachment #1, Elevator Specifications. This Contract shall include all workmanship and materials necessary to construct the hoistway.

### **A-3 INQUIRIES / INFORMATION**

Questions regarding the solicitation should be submitted, in writing, to the Town Administrator.

Laschelle McKay, Town Administrator  
Commissioners of Leonardtown  
22670 Washington Street, POB 1  
Leonardtown, Maryland 20650  
Email: [Laschelle.mckay@leonardtownmd.gov](mailto:Laschelle.mckay@leonardtownmd.gov)  
Telephone: (301) 475-9791 Fax: (301) 475-5350

Requests for additional information or clarification must be made in writing. Facsimile or e-mail requests are acceptable. Replies to inquiries, additional information, or amendments deemed necessary will be provided by written addenda. Bidders should not rely on representations, statements, or explanations other than those made in this solicitation or in any subsequent addendums to solicitation. Bidders must acknowledge amendments in their offer.

**A site visit may be scheduled by calling 301-475-9791. This is an opportunity for interested bidders to ask questions, request clarifications, and obtain additional information regarding the project.**

**A-4 BID SUBMISSION**

Sealed bids must be received by 10:00 a.m., Friday, August 25, 2017. Late bids will not be considered. Bids will be publicly opened and read immediately following bid closing. Bidders must submit an original and one (1) copy of required documents by the bid due date. Failure to complete, sign, and return all required forms may be basis for rejection of bid.

**A-5 PROJECT TIMELINE**

The Contractor will be required to commence work within ten (10) calendar days after the date of receipt of the Notice to Proceed. Contractor shall follow through and prosecute said Work diligently, and to substantially complete the hoistway facility, entirely ready for use, within **60 days**.

**A-6 CONTRACT VALUE**

The cost shall include all design, applicable permitting and construction costs to construct and occupy a complete and usable facility in accordance with the planning and design criteria as well as current code regulations.

**A-7 MODIFICATION OF CONTRACT**

*A-7.1 Increase/Decrease Within Scope of Work:* The Schedule of Cost, as provided in Section B, shall be used to determine changes that result in increases or decreases to work within scope.

*A-7.2 Modification to Scope of Work:* In the event of changes to scope of work, such modifications must be authorized in advance by written contract modification, and shall be accomplished as outlined below:

- A. The Contractor shall promptly submit to the Town Administrator a fully itemized breakdown of the quantities and prices used in computing the value of the requested change along with a detailed explanation and justification for the proposed change regardless of the nature of the change.
- B. For all changes in the Work to be performed by a subcontractor, the Contractor shall furnish the subcontractor's fully itemized breakdown of quantities and prices which shall bear the original signature of a representative of the subcontractor authorized to act for the subcontractor. If requested by the

Town, proposals from suppliers or other supporting data required to substantiate costs shall be furnished.

**A-8 Federal Labor Standards Provision**

This work performed under this contract requires adherence to the Federal Labor Standard Provision. See Attachment #2.

**A-9 Section 3 Clause**

The work performed under this project is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968. See Attachment #3.

**SECTION B: SCHEDULE OF COST**

Having carefully examined the solicitation and specifications for the elevator hoistway project in Town Hall, 22670 Washington St., Leonardtown, MD 20650, and after examining all conditions affecting the Work and having received clarification of all items of doubt, uncertainty, or possible conflict, the undersigned hereby agrees to furnish all labor, materials, supplies, equipment, and other facilities necessary and proper for the completion of the project as required by and in strict accordance with the Contract Documents and to the complete satisfaction of the Commissioners of Leonardtown for the stipulated lump sum of:

\$ \_\_\_\_\_

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Written Amount

**Submitted by:** \_\_\_\_\_  
**Name, Title, Date**

**Section C: STORAGE OF MATERIALS AND EQUIPMENT**

- C-1** The Contractor shall be fully responsible for the security of the Contractor's materials and equipment stored at the project site. The Commissioners of Leonardtown will accept no liability in the case of loss due to fire, theft, pilferage, etc. Proper measures shall be taken by the Contractor to insure maximum safety and protection for personnel and property. Deliver, store and handle products in accordance with the manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft.
- C-2** The Town will work with the Contractor to find reasonable storage space during construction for materials.

**SECTION D: INSPECTION AND ACCEPTANCE**

**D-1 WORKMANSHIP / ON-SITE INSPECTION**

- D-1.1** All work shall strictly conform to the requirements of this Contract. Workmanship shall be first class in every respect and accomplished by competent journeymen. Any instance of unsatisfactory work shall be called to the attention of the Contractor who shall see that such deficiencies are corrected no later than ten (10) calendar days after receipt of written notice. Any damage caused by the Contractor's operations shall be repaired or replaced by the Contractor at no expense to the Commissioners of Leonardtown. All Work is to be performed in accordance with standard practices, unless otherwise indicated, and accomplished in a neat and orderly manner. Electrical and plumbing inspections by the Middle Dept. Inspections Agency (MDIA), Fire Marshall and Elevator inspections will also be required.
- D-1.2** At all times relevant to this Contract, the Contractor shall permit the Town to enter upon the work site and to review or inspect the Work without formality or other procedure. The Contractor shall have made or permit to be made any inspections or testing, in addition to those required in the plan and specifications, that are required by the Town as appropriate to ensure compliance with the requirements of this Contract.
- D-1.3** The Commissioners of Leonardtown shall inspect the Work as it progresses. If a portion of the Work is covered contrary to the requirements specifically expressed in the Contract Documents, including inspections of work-in-progress as required by all authorities having jurisdiction over the Work, then the portion of Work so covered shall, upon demand of the Town Administrator, be uncovered for observation and be replaced at the Contractor's expense without change in the Contract Performance Period.
- D-1.4** For any corrective work that the Contractor is required to perform, the Contractor shall provide the Town Administrator with the procedures and material submittals that are required to correct the work.

## **SECTION E: DELIVERABLES / PERFORMANCE**

### **E-1 CONSTRUCTION SUBMITTALS**

This Section specifies administrative and procedural requirements for submittals required for the performance of this Work, including:

1. Contractor's Construction Schedule.
2. Schedule of Values.
3. Shop Drawings if required.

The requirements contained in this section are in addition to requirements outlined under Section F: Contract Administration.

### **E-2 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK**

The date of commencement of the Work is the date established by the Town in a Notice-to-Proceed which will be issued to the successful Bidder following a Pre-Construction Conference. The Contractor shall begin the Work within the required time frame set forth in the Contract Documents and shall carry the Work forward expeditiously with adequate forces to complete the Work with the specified time frame allotted for the completion of the Work. The date of substantial completion of the Work is the date certified by the Town when construction is substantially complete in accordance with the Contract Documents.

### **E-3 PRE-CONSTRUCTION CONFERENCE**

Prior to commencement of the Work, the Contractor shall meet in conference with representatives of the Commissioners of Leonardtown to discuss Contract requirements, develop a mutual understanding pertaining to administration of the Contract, scheduling, and safety and security requirements. The Contractor is to state assumptions made to address any issues that remain unclear or ambiguous.

### **E-4 CONSTRUCTION OPERATIONS**

Prior to the commencement of their work, the Contractor shall prepare, for Town approval, a drawing of the site showing a proposed construction operations plan including all temporary services and facilities required, storage areas, access roads, etc. The construction operations plan shall be submitted to the Commissioners of Leonardtown as soon as possible after award of the Contract, but in no event later than mobilization to the site.

### **E-5 EXISTING CONDITIONS AND EXTRA OBLIGATIONS OF THE CONTRACTOR**

- A. The Project site is located on property owned by the Commissioners of Leonardtown. The Contractor's operations shall be limited to this property. The Contractor's activities shall not impede the ongoing daily operations of the facilities. The Contractor shall

notify owners of adjacent property and of underground facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with the owners in the protection, removal, relocation and replacement of property. The Contractor shall provide one weeks advance written notice of such scheduled outages and disruptions to normal operations.

- B. The Contractor shall furnish such watchmen, guards, fences, warning signs, lights, walkways, and shall take all other precautions as shall be necessary, to prevent damage to persons or property. All structures and improvements in the vicinity of the Work shall be protected by the Contractor; and if such property is damaged, injured or destroyed by the Contractor, Contractor's employees, Subcontractors, or agents, it shall be restored to a condition as good as when Contractor entered upon the Work. The Contractor shall document existing conditions before the commencement of work and submit the findings with the Construction Operations plan. The safety provisions of applicable laws, including but not limited to OSHA, building and construction codes, shall be observed.

## **E-6 WORK SCHEDULE**

- E-6.1 The Contractor shall within ten (10) calendar days, or within such time as determined by the Commissioners of Leonardtown, after date of Notice-to-Proceed, prepare and submit to the Town Administrator for acceptance a practicable schedule showing the order in which the Contractor proposes to carry on the Work, the date on which the Work will start the several salient features (including procurement of material, plant and equipment) and the contemplated dates for completing same.
- E-6.2 Failure of the Contractor to comply with the requirements of the Commissioners of Leonardtown under this subsection shall be grounds for determination by the Commissioners of Leonardtown that the Contractor is not prosecuting the Work with such diligence as will insure completion within the time specified. Upon such determination, the Town may terminate the Contractor's right to proceed with the Work, or any separable part thereof, in accordance with the clause of the Contract entitled "Termination for Default."
- E-6.3 The Town Office will remain open during construction and accommodations should be made to allow for the office to function on a reasonable basis between the hours of 8:30 a.m. and 4:30 p.m. Particularly loud and disruptive portions of the construction should be coordinated with the Town Administrator to minimize disruptions to the office function.



**E-7 HOLIDAY EXCLUDED**

Service shall not be required on regularly scheduled Town holidays. Below is a list of observed Town Holidays:

New Year's Day	Martin Luther King Birthday
President's Day	Memorial Day
Independence Day	Labor Day
Veterans Day	Thanksgiving
Day after Thanksgiving	Christmas Day

**E-8 ENVIRONMENTAL HEALTH AND SAFETY REQUIREMENTS**

The Contractor, its agents, employees and subcontractors shall at all times comply with applicable Federal, State, and local codes, regulations and standards involving Environmental Health and Safety (EH&S).

**E-9 CLEANING**

The Contractor shall keep all their work areas clean by the daily removal of accumulated waste materials and other debris caused by their operations. All waste generated by the performance of all or any part of the Work shall be disposed of by the Contractor in accordance with all applicable laws, regulations, ordinances, policies and guidelines.

E-9.1 Any volatile waste must be stored in appropriate containers and removed daily. Burning or burying of waste is not permitted. Discharging volatile, harmful or dangerous materials into a drainage system is strictly prohibited.

E-9.2 Provide on-site containers for the collection of waste, rubbish, and debris. Wet down dusty materials and rubbish to prevent blowing dust during construction.

**E-10 SANITATION**

There are sanitary toilet facilities available on site for Contractor use.

**E-11 DELAYS AND EXTENSIONS OF TIME**

Should the Contractor be delayed at any time in the progress of the Work by any act or neglect of the Commissioners of Leonardtown or by any changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, unavoidable casualties or any cause beyond the Contractor's and/or subcontractor's control, or by delay authorized by the Commissioners of Leonardtown, then the Contract Time shall be extended by change order for such reasonable time as the Commissioners of Leonardtown may, at its sole discretion, determine. All claims for extension of time shall be made in writing to the Town no more than twenty (20) days after the occurrence of delay; otherwise the basis for such delay shall be deemed waived by the Contractor. In the case of continuing cause of delay, only one claim stating that the course of the delay is continuing, and giving the nature of the delay is necessary.

## **E-12 GUARANTEES**

The Contractor shall guarantee all labor, material and performance under the Contract to be in good working condition upon completion and to remain so for a period of one (1) year (unless otherwise specified) after date of Substantial Completion from the Commissioners of Leonardtown; and the Contractor shall agree to make good promptly upon notification, any defect which may appear within the prescribed time at their own expense and to the satisfaction of Commissioners of Leonardtown. All warranty work will be performed within ten (10) business days of receipt of written notice.

## **E-13 WARRANTY OF CONSTRUCTION**

E-13.1 In addition to any other warranties set out elsewhere in this Contract, the Contractor warrants that work performed under this Contract conforms to the Contract requirements and is free of any defect of equipment, material or design furnished, or workmanship performed, by the Contractor or any of its agents, employees or subcontractors for a period of one year from the date of Substantial Completion, but without any respect to any part of the work which Commissioners of Leonardtown takes possession of prior to final acceptance, whereupon such warranty shall continue for a period of one year from the date the Commissioners of Leonardtown takes possession. Under this warranty, the Contractor shall promptly remedy at their own expense any such failure to conform or any such defect. In addition, the Contractor shall promptly remedy at their own expense any damage which is the result of the Contractor's failure to conform to contract requirements or any such defect of equipment, material, workmanship, or design. The Contractor shall also restore any part of the Work damaged in fulfilling the terms of this clause. The Contractor's warranty with respect to any part of the Work repaired or replaced hereinafter will run for one year from date of such repair or replacement.

E-13-.2 Should the Contractor fail to remedy any failure, defect, or damage described above within a reasonable time after receipt of notice thereof, the Town shall have the right to replace, repair, or otherwise remedy such failure, defect, or damage at the Contractor's sole expense.

## **E-14 TECHNICAL PUBLICATIONS**

The Contractor shall furnish the installation, operation, and maintenance manuals for all mechanical and electrical equipment and for their systems and products when such manuals are required by the applicable technical section. The manuals shall be provided prior to instruction of Town personnel.

## **E-15 WARRANTY OF MATERIAL AND EQUIPMENT**

A. The Contractor warrants to the Commissioners of Leonardtown that all material and equipment furnished under this Contract will be new unless otherwise specified, and that the Work, and every part thereof, will be of good quality, free from faults and defects and in conformance with the Contract Documents and all applicable codes, laws, regulations and ordinances applicable thereto. All work not so conforming to these standards may be considered defective. If required by the Commissioners of

Leonardtwn, the Contractor shall furnish satisfactory evidence as to ken and quality of materials and equipment.

- B. If equipment is placed in service before Substantial Completion for operational testing or support of construction activities, the Contractor is responsible for maintaining all manufacturer's warranty conditions and requirements during such period, and the start of the warranty period under the terms of the Contract will still commence upon the date of Substantial Completion.

**E-16 SPECIFICATION INTERPRETATION**

Should any misunderstanding arise as to the meaning of anything contained in the specifications, the decision of the Commissioners of Leonardtown shall be final and binding. Any errors or omissions in the specifications may be corrected by the Commissioners of Leonardtown when such corrections are necessary for the proper fulfillment of the intent of the specifications as construed by them. In all cases of doubt as to the true meaning of the specifications, the decision of the Commissioners of Leonardtown shall be final and binding upon all parties to this document and their employees, agents and contractors.

**E-17 SEPARATE CONTRACT**

The Commissioners of Leonardtown has the right to let other contracts in connection with the Work and the Contractor shall fully and completely cooperate with all other contractors.

**E-18 ORAL MODIFICATION**

No oral statement of any person whosoever shall, in any manner or degree, modify or otherwise affect the terms of the Contract.

**Section F Contract Administration**

**F-1 CONTRACTOR'S INVOICE**

The Contractor shall submit an original and two (2) copies of their monthly invoice to the Town Administrator, Commissioners of Leonardtown, PO Box 1, 22670 Washington St., Leonardtown, MD, 20650. Invoice information must be completed in accordance with requirements outlined in this Solicitation/Contract and work satisfactorily performed and inspected by the Town Administrator prior to acceptance. Invoices shall contain the following information:

- Name of Contractor
- Contract Number
- Description and Date of Work
- Item Numbers, and
- Invoice Date and Reference Number
- Updated Construction Schedule
- Partial release of liens or Affidavit of Payment (if applicable)
- Certified Payroll Report

**F-2 PAYMENT TO CONTRACTOR**

Payment will be made within 30 days upon submission of a complete receipt of Contractor invoice by the Commissioners of Leonardtown, provided that the Town Administrator has determined all Contract specifications have been complied with and total acceptance of the invoice is in accordance with Contract specification requirements.

**F-3 PAYMENT WITHHELD**

F-3.1 The Town Administrator may decline to approve an application for payment and may withhold the certificate in whole or part, to the extent necessary and reasonable to protect the Commissioners of Leonardtown. The Town Administrator may also decline to approve any application for payment and they may nullify the whole or any part of any certificate for payment previously issued, to such extent as may be necessary in their opinion to protect the Commissioners of Leonardtown from loss because of:

- A. defective Work, in whole or in part, not remedied,
- B. third party claims filed or reasonable evidence indicating probable filing of such claims,
- C. failure of the Contractor to make payments properly to subcontractors for labor, materials or equipment;
- D. reasonable doubt that the work can be completed for the unpaid balance of the Contract Price,
- E. damage to another contractor, or
- F. unsatisfactory prosecution of the work by the Contractor

F-3.2 When the above grounds are removed or corrected, payment shall be made for amounts withheld because of them.

**F-4 FINAL PAYMENT**

Upon receipt of written notice that the Work is ready for final inspection and acceptance, and upon receipt of a final application for payment, the Town Administrator will make such inspection; and when they find the Work acceptable under the Contract Documents and the Contract fully performed, they will notify the Contractor to issue a Certificate of Contract completion for final payment.

**F-5 TOWN'S RIGHT TO CARRY OUT WORK**

If the Contractor fails to carry out the Work in accordance with the Contract Documents or fails to correct deficiencies in a timely manner that are affecting the performance of the Work, the Town may, after ten (10) days receipt of written notice to the Contractor, correct such deficiencies. A change order will be promptly issued deducting the cost of correcting same from the payment due the Contractor.

**Section G: Requirements**

**G-1 INSURANCE REQUIREMENTS**

The Contractor shall be required to maintain in force insurance as described below and approved by the Commissioners of Leonardtown for the duration of the Contract. **Insurance coverage shall be a project specific or occurrence based policy. Claims Made policies are acceptable for Professional Liability insurance only.** Proof of acceptable insurance shall be required prior to Contract award, and shall be maintained in full force for duration of Contract. The policies shall stipulate that the insurance coverage shall not be changed or canceled unless the insured and the Town Administrator are notified in writing and approve the change not less than fifteen (15) days prior to such a change or cancellation. **Commissioners of Leonardtown shall be named as an additional insured for Automobile Liability, Fire and Vandalism, and General Liability coverage.** Town entity is not named as additional insured for Worker Compensation and Professional Liability coverage.

**G-1.1 WORKER COMPENSATION INSURANCE**

At a minimum, the Contractor shall carry the proper amount of Workmen's Compensation Insurance required under the laws of the State of Maryland.

**G-1.2 AUTOMOBILE LIABILITY INSURANCE**

The Contractor shall purchase and maintain during the life of this Contract comprehensive automobile liability insurance in the amount of \$1,000,000 per each occurrence for each vehicle used in any way to complete the Work.

**G-1.3 COMPREHENSIVE GENERAL REQUIREMENTS**

The Contractor shall purchase and maintain during the life of this Contract the following Comprehensive General Liability insurance:

- A. \$2,000,000.00 Annual Aggregate;
- B. \$1,000,000.00 Per Occurrence;
- C. \$1,000,000.00 Products and Completed Operations;

**G-1.4 PROFESSIONAL LIABILITY**

The Contractor shall purchase and maintain Professional Liability insurance in the amount of \$1,000,000.00 during the life of this contract.

#### **G-1.5 SUBCONTRACTOR INSURANCE REQUIREMENTS**

The Contractor shall also require all first-tier Subcontractors who will perform Work under this Contract to procure and maintain Maryland statutory limits of Workman's Compensation insurance. The Contractor shall furnish the COR satisfactory evidence of Subcontractors' Insurance PRIOR to the Sub-contractor starting work.

#### **G-2 ASSIGNMENT OF RISK**

The Contractor shall bear all risk of loss with respect to all materials, improvements, and property until final acceptance, by the Town, of the Work.

#### **G-3 FEDERAL, STATE, AND LOCAL TAXES**

Except as may be otherwise provided in this Contract, the Contract price includes all applicable Federal, State, and local taxes and duties. The Contractor, and not the Town, shall be responsible for payment of all taxes, including sales and use taxes that are imposed on the Contractor. The Contractor understands that the Town is exempt from taxes and that the Contractor is not entitled to the benefit of, and cannot claim exemption under, any tax exemption to which the Town is entitled.

#### **G-4 INDEMNIFICATION**

- A. To the extent permitted by law, the Contractor shall indemnify and save The Commissioners of Leonardtown harmless from and against all actions, liability, claims, suits, damages, costs, statutory penalties, or expenses or any kind which may be brought or made against the Commissioners of Leonardtown, its agents and employees, or which the Commissioners of Leonardtown may pay or incur by reason of or in any manner resulting from injury, loss or damage to person or property and caused by the Contractor's, or subcontractor's, willful or negligent performance of or failure to perform any of its obligations under the terms of this Contract.
- B. Without limiting the foregoing and to the extent permitted by law, the Contractor shall indemnify the Commissioners of Leonardtown, its agents and employees, and hold them harmless from and against any and all actions, liability, damages, costs, statutory penalties, or expenses of any kind that may be brought or made against the Commissioners of Leonardtown, its agents and employees, or which the Commissioners of Leonardtown, Maryland, its agents and employees, may pay or incur by reason of the use, release or threatened release of Hazardous Materials, or noncompliance with Environmental Laws, arising from or out of any occurrence related to the Work and related to the Contractor's, its agent's, employee's, invitee's, Contractor's or

subcontractor's acts or omissions on that site, or related to the Work or any defect thereof. In the event the Commissioners of Leonardtown, its agents and employees are held liable, the Contractor shall hold the same harmless and shall pay all costs, expenses, damages and reasonable attorney's fees incurred or paid by the Commissioners of Leonardtown , Maryland, its agents and employees, in connection with such litigation.

**G-5 CLAIMS**

Indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workman's Compensation acts, disability benefit acts or other employee benefits acts with respect to any and all claims against the Commissioners of Leonardtown or any of their agents or employees or any employee 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.

**G-6 SEVERABILITY**

In the event that any portion of this Solicitation/Contract is found to be unconstitutional, illegal, null or void, by a court of competent jurisdiction, it is the intent of the Commissioners of Leonardtown to sever only the invalid portion or provision, and that the remainder of the solicitation/contract shall be enforceable and valid, unless deletion of the invalid portion would defeat the clear purpose of the solicitation/contract (ordinance), or unless deletion of the invalid portion would produce a result inconsistent with the purpose and intent of the Commissioners of Leonardtown in entering into this Solicitation/Contract.

**G-7 EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor agrees not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment.

**G-8 PERMITS & RESPONSIBILITIES**

G-8.1 The Contractor shall, without additional expense to the Town, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, county or Municipal laws, codes and regulations applicable to the performance of the work. The contractor shall also be responsible for all damages to persons or property that occur as a result of the contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

G-8.2 The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit or work which may have been accepted under the contract.

**G-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES & IMPROVEMENTS**

G-9.1 The Contractor shall preserve and protect all structures, equipment and vegetation (such as trees, shrubs and grass) on or adjacent to the work site which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall remove trees only when specifically authorized to do so and shall avoid damaging vegetation that will remain in place.

G-9.2 The Contractor shall protect from damage all existing improvements and utilities:

**G-10 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION**

The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Town Administrator access thereto. Anything mentioned in the specifications and not shown on the drawings, and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both

**G-11 SITE VISIT**

Bidders are urged to inspect the site where services are to be performed and to satisfy themselves as to all general and local conditions that may affect the cost of performance of the contract; to the extent such information is reasonably obtainable. In no event will failure to inspect the site constitute grounds for a claim after award of the contract.

**G-12 SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS**

Any Subcontractors and outside Associates and Consultants required by the Contractor in connection with the services covered by this contract will be limited to individuals or firms that were specifically identified as part of the bid submission. The Contractor shall obtain the Town Administrator's written consent before making any substitution for these Subcontractors, Associates and Consultants.

**G-13 NO INDIVIDUAL LIABILITY**

No elected official, appointed official, employee, public servant, agent or law enforcement officer shall be held personally liable under this contract and any extension or renewals thereof because of its enforcement or attempted enforcement provided they are acting within the course and scope of their employment or governmental duties and responsibilities.



**G-14 COMPLIANCE WITH APPLICABLE LAW**

The offeror hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.
- B. It is not in arrears with respect to payment of any monies due and owing the State of Maryland, or any department of unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this contract;
- C. It shall comply with all Federal, State, and Local laws, regulations and ordinances applicable to its activities and obligations under this contract; and
- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this contract.

Contractors are expected to be familiar with and comply with all Federal, State, and local laws, ordinances, codes, and regulations that may in any way affect the service offered. Ignorance on the part of the Contractor will in no way relieve it from responsibility for compliance.

**G-15 NON-DEBARMENT**

Neither the Offeror nor any of its officers, directors, or any of its employees directly involved in obtaining or performing grants or contracts with public bodies has:

- A. Been convicted of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law; or of the law of any another State or Federal law;
- B. Been convicted under State or Federal statute of any offense enumerated in § 16-230 of the State and Finance and Procurement Article of the Annotated Code of Maryland; or
- C. Been found civilly liable under State or Federal antitrust statute as provided in § 16-203 of the State Finance and Procurement Article of the Annotated Code of Maryland.

**SECTION H: REPRESENTATION, CERTIFICATIONS & OFFERORS STATEMENTS**

- H-1** Bidders shall complete and return with their bid, all required forms and documents referenced in this RFP and subsequent exhibits. Failure to submit complete information may be basis for rejection of bid. Bidders must submit an original and one (1) copy of all submittal documents.

Documents required to be submitted with bid include but not limited to:

- A. Section B Schedule of Cost
- B. Bidder's Reference Sheet ( K-1)
- C. Detailed Proposal
- D. Internal Revenue Service W-9 form

**H-2** Prior to award, the selected Contractor shall be required to submit Certificates of Insurance.

## **SECTION I: INSTRUCTIONS TO BIDDERS**

### **I-1 BID SUBMITTALS**

To be considered, sealed bids must be received by the Commissioners of Leonardtown, P.O. Box 1, 22670 Washington Street, Leonardtown, MD 20650, prior to bid due date/time at which time the bids will be publicly opened and read. All bids must be submitted in sealed envelopes bearing identifying information on the outside of envelope or package to include at a minimum the name of the solicitation/bid number, bid title, date and time of bid opening. Bidder shall also include signed proposal forms.

### **I-2 PRE-BIDDER'S SITE VISIT**

Bidders are urged to inspect the site where services are to be performed and to satisfy themselves as to all general and local conditions that may affect the cost of performance of the contract; to the extent such information is reasonably obtainable. In no event will failure to inspect the site constitute grounds for a claim after award of the contract. Site visits can be scheduled by calling Laschelle McKay 301-475-9791.

## **SECTION J: EVALUATION FACTORS FOR AWARD**

- J-1** The solicitation and all ancillary documents, exhibits, drawings, specifications, etc., in conjunction with the accepted bid, proposal forms, affidavits and attachments shall become the Contract agreement between Contractor and Commissioners of Leonardtown.
- J-2** The Town intends to award the Contract to the lowest responsive and responsible Bidder who upon investigation, proves to be qualified as to financial responsibility. The Town further reserves the right to reject any or all bids without explanation and to waive any informality in bids submitted.
- J-3** The Commissioners of Leonardtown reserve the right to cancel this solicitation at any time prior to an award without explanation.

## BIDDER'S REFERENCE SHEET

### SOLICITATION # 2-2017

Bidders/Offerors are requested to provide references similar in size and scope of the project in this solicitation/contract. At least three (3) references within the last five (5) years should be provided. **Failure to provide these references shall result in non-award of this contract.**

Please fill in the following information completely including the name, address, telephone number and fax number of the designated point of contact.

CONTRACT NUMBER	DURATION OF CONTRACT (DATES FROM - TO)	DESCRIPTION OF CONTRACT	TOTAL DOLLAR VALUE OF CONTRACT	POINT OF CONTACT - (NAME, ADDRESS, PHONE & FAX)

**THYSSENKRUPP ELEVATOR SPECIFICATION SUMMARY**



**Project: St. Mary's Town Hall**

<p>Units in Estimate: Elevator 1</p> <p>Product: Endura MRL</p> <p>Capacity: 2100 lbs.</p> <p>Speed: 100 FPM</p> <p>Travel: 14 ft 0 in</p> <p>Stops: 2 (2 front, 0 rear)</p> <p>Doors: Single-speed Side-Opening</p> <p>Power Supply: 208 Volts, 60 Hz</p> <p>HP: 20</p>	<p>Opening Size: 3 ft 0 in X 7 ft 0 in</p> <p>Clear Ceiling Height: 7 ft 4 in</p> <p>Clear Inside Cab Width: 5 ft 8 in</p> <p>Clear Inside Cab Depth: 4 ft 3 in</p> <p>Hoistway Width: 7 ft 4 in</p> <p>Hoistway Depth: 5 ft 9 in</p> <p>Pit Depth: 5 ft 0 in</p> <p>Overhead: 12 ft 6 in</p> <p>Machine Room Location: N/A</p> <p>Controller: TAC 32</p> <p>Emergency Power: Battery Lowering (Hydro)</p> <p>Jack Type: Twinpost Holeless - 1 Stage</p> <p>Seismic Equipment: Non-Seismic</p>	
<p><b>Cab</b></p> <p>Cab Type: TKLP - Laminate Walls</p> <p>Panel Type: N/A</p> <p>Panel or Wall Finish: Plastic Laminate</p> <p>Base Frieze, Reveal: N/A</p> <p>Front Return, Transom: Brushed Stainless Steel</p> <p>Cab Doors: Brushed Stainless Steel</p> <p>Canopy: 14 ga. cold rolled steel</p> <p>Ceiling: Suspended Diffuser</p> <p>Ceiling Finish: Powder Coated</p> <p>Lighting: LED</p> <p>Cab Sill: Aluminum</p> <p>Handrail Type: 1.5" Cylindrical</p> <p>Handrail Finish: Brushed Stainless Steel</p> <p>Handrail Location: Rear Wall Only</p> <p>Protective Pads: One (1) Set</p> <p>Cab Finished Floor: By Others (not to exceed 3/8")</p>	<p><b>Car Fixtures</b></p> <p>Type: Signa 4</p> <p>Finish: Brushed Stainless</p> <p>Fixtures Included: Swing Return, Car Position Indicator, Car-Riding Lantern</p> <p><b>Hall Fixtures</b></p> <p>Type: Signa 4</p> <p>Finish: Brushed Stainless</p> <p>Fixtures Included: Hall Stations, No Hall Lanterns, No Position Indicators</p> <p><b>Limited Access Provisions</b></p> <p>Type: N/A</p>	<p><b>Entrance Doors</b></p> <p>## Powder Coated</p> <p><b>Entrance Frames</b></p> <p>## Powder Coated</p> <p><b>Entrance Sills</b></p> <p>## Aluminum</p> <p><b>New Product Service</b></p> <p>Twelve (12) months; 24 hour service available, Overtime call-backs are Not Included</p>
<p><b>Additional Features:</b> Two Speed Fan, Automatic Fan/Light Shutdown, Fire Service Provisions, Hoistway Access at Top &amp; Bottom Landings, ADA Phone, Non-Proprietary Controller, Solid State Starting, Biodegradable Oil, Pit Ladder</p>		



## Federal Labor Standards Provisions

U.S. Department of Housing  
and Urban Development  
Office of Labor Relations

**Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (I) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(II) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification, or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(III) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(IV) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract. HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanic affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(III) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and Interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (I) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD program pursuant to 24 CFR Part 24.

(II) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(III) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.



(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Leonardtowntown Wage Rate

General Decision Number: MD170022 07/21/2017 MD22

Superseded General Decision Number: MD20160022

State: Maryland

Construction Type: Building

County: St Mary's County in Maryland.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/06/2017
1	01/13/2017
2	05/12/2017
3	06/09/2017
4	07/14/2017
5	07/21/2017

ASBE0024-007 10/01/2016

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 35.03	15.32

Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems

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 CARP0177-006 05/01/2016

	Rates	Fringes
CARPENTER (Drywall Hanging and Form Work ONLY).....	\$ 27.81	9.93

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 ELEC0026-019 06/05/2017

	Rates	Fringes
ELECTRICIAN.....	\$ 44.65	16.74+a

a. PAID HOLIDAYS: New Year's Day, Inauguration Day, Martin Luther King Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after

Leonardtwn Wage Rate  
Thanksgiving Day and Christmas Day.

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IRON0005-006 06/01/2016

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 30.85	19.435

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PAIN0051-017 06/01/2016

	Rates	Fringes
PAINTER (Brush, Roller, Drywall Finisher/Taper).....	\$ 24.89	9.15

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PLUM0005-010 10/01/2016

	Rates	Fringes
PLUMBER.....	\$ 40.67	17.10+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.

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PLUM0602-010 11/01/2016

	Rates	Fringes
PIPEFITTER (HVAC Pipe Installation).....	\$ 39.89	20.52+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day.

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SHEE0100-023 07/01/2017

	Rates	Fringes
SHEETMETAL WORKER, Including HVAC Duct Installation.....	\$ 40.27	18.74+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day

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SUMD2010-045 04/20/2010

	Rates	Fringes
BRICKLAYER (Excluding Pointing, Caulking, Cleaning)....	\$ 21.38	3.68
CARPENTER (Excluding Drywall Hanging and Form work).....	\$ 20.23	3.15

	Leonardtwn Wage Rate	
IRONWORKER, REINFORCING.....	\$ 17.69	2.02
LABORER		
Brick Mason Tenders.....	\$ 12.74	3.28
Common or General.....	\$ 12.74	3.28
Mason Tender for Pointing, Caulking and Cleaning.....	\$ 12.56	0.00
OPERATOR: Backhoe.....	\$ 17.39	4.76
OPERATOR: Forklift.....	\$ 18.95	0.00
PIPEFITTER (Excluding HVAC Pipe Installation).....	\$ 24.75	7.63
POINTER, CAULKER, CLEANER, Includes pointing, caulking, cleaning of existing masonry, brick, stone and cement structures (restoration work); excludes pointing, caulking, cleaning of new or replacement masonry, brick, stone or cement.....	\$ 19.79	0.00

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical

Leonardtwn Wage Rate

order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

Leonardtown Wage Rate

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Section 3 Clause

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).