

**BALTIMORE COUNTY, MARYLAND
DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION
DIVISION OF CONSTRUCTION CONTRACTS ADMINISTRATION
111 WEST CHESAPEAKE AVENUE
TOWSON, MARYLAND 21204**



Contract No. 23021 WX0
Fullerton Avenue Water Main Replacement
Fullerton – District 14c6
Workday No.
030670597

ADDENDUM NO. 1

DATE: 10/10/2024

Contact: Anthony Crews, 410-887-3531, tcrows@baltimorecountymd.gov

To All Bidders

This addendum is hereby made a part of the Proposal and the Special Provisions, and is hereby incorporated into the Contract. Should this addendum conflict with any portion of the Special Provisions, the Proposal, or any prior addenda, this addendum shall supersede and control.

Please note the attached changes, corrections, and/or information in connection with the contract and submit bids and be otherwise governed accordingly.

For Your Information

Attached are questions and answers. See attached pre-bid sign-in sheet held on Wednesday, September 25, 2024 @ 10:00 A.M. EST. via WebEx.

In the Proposal

Revised and attached to be inserted: Page 306, Description of Work – Changing the bid date **to** Tuesday, October 22, 2024 @ 10:45 A.M. EST. **from** Tuesday, October 15, 2024 @ 10:30 A.M. EST. Page 310 adding new contingent item 51 – Removal Of Pavement With Underlying Concrete Base Up To 12 – Inch Thick, unit of measure is Square Yards (SY) and the quantity is 1,200.

In the Contract Agreement

Revised and attached to be inserted: Replace pages 348-350 with revised pages 348-350. Third & 5th paragraphs states (The project shall be subject to the inspection and approval of the Office of Budget and Finance – Property Management for Baltimore County). The new description should read (The project shall be subject to the inspection and approval of the Director of Public Works and Transportation for Baltimore County).

Attachments – 12

**PLEASE SIGN BELOW ACKNOWLEDGING RECEIPT OF THIS
ADDENDUM AND RETURN WITH YOUR BID.**

Contract No. 23021 WX0
Addendum No.1
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Company Name

Signature

Changes to the Contract Documents are noted below.

1. Revise the third paragraph under item #20 “Temporary, Permanent Trench Restoration and Final Paving” in the General Special Conditions in the Special Provisions to read as noted below:

“Graded Aggregate Base for Trench Repair will be paid under Bid Item #30. Temporary Trench Repair – Stage 1 asphalt (2-inch thickness) will be paid under Bid Item #29. Base Course for permanent Trench Restoration will be paid under Bid Item #28. Milling of existing asphalt concrete 2-inch depth will be paid under Bid Item # 32. Asphalt for the final surface course overlay will be paid under Bid Item #33.”

2. Add the following to item 7a in the General Special Conditions in the Special Provisions:

“Flagging operations and working hours in areas in and adjacent to Belair Road (US Route 1) are restricted to between 9 AM until 3 PM Monday thru Friday unless otherwise approved by the Engineer.”

Responses to pre-bid questions are noted below.

1. I have a question regarding the above referenced project. In the specification sheet # 153 (7-A) it states that working hours are 8 AM to 6PM and in the pre-bid meeting it was mentioned that the working hours at 9 AM to 3 PM. Please confirm the working hours.

Response

Refer to General Special Conditions Item #7 Maintenance of Traffic in the Special Provisions.

“The following conditions will apply to the project areas during construction:

- a) A minimum single lane of traffic shall be maintained at all times. Flagging operations and working hours are restricted to between 8 AM until 6 PM Monday thru Friday unless otherwise approved by the area Engineer.*
2. Please confirm the only casing pipe required for the project is on Beech Avenue from Station 17+10 to Station 17+40. Is installation of this casing pipe by Jack and Bore acceptable?

Response

There is an additional 20” diameter steel casing pipe for Linden Avenue from Station 19+36 to Station 19+54. Refer to the profile on Drawing Number 2023-0829.

Refer to General Provision GP 8.06 in the Baltimore County Standard Specifications:

“When the methods and equipment to be used by the Contractor in accomplishing the construction are not prescribed in the Contract, the Contractor is free to use any methods or equipment that he demonstrates to the satisfaction of the procurement officer will accomplish the Contract work in conformity with the requirements of the Contract.”

Refer to Special Provisions Section 1003, Part 1003.04.A (last paragraph):

“Furnishing and installing steel casing pipes, casing spacers and end seals and grout/flowable fill of the annular spaces shall not be measured separately, but shall be considered incidental to the items listed in the bid for the water main installations.”

3. On Fullerton Avenue at Station 14+39 the new tee is shown under the box culvert. Is this correct?

Response

Yes, that is correct. There is approximately 3.25 feet of clearance as shown on the profile on Drawing Number 2023-0801. Refer to the General Special Conditions item 24 in the Special Provisions:

“The Contractor shall be solely responsible for all damage to underground and aboveground utilities encountered in any manner during construction. When crossing and working near existing utilities, it shall be the Contractor's responsibility to properly support and maintain the operation of the utilities. Extreme care shall be exercised in excavation and backfill operations. The Contractor shall correct at his own expense all damage caused to existing utilities.”

4. On Fullerton Avenue the new service for 4416 is shown under the box culvert. Is this correct?

Response

Yes, that is correct. Refer to the General Special Conditions item 24 in the Special Provisions:

“The Contractor shall be solely responsible for all damage to underground and aboveground utilities encountered in any manner during construction. When crossing and working near existing utilities, it shall be the Contractor's responsibility to properly support and maintain the operation of the utilities. Extreme care shall be exercised in excavation and backfill operations. The Contractor shall correct at his own expense all damage caused to existing utilities.”

5. I also have a question- what size are the frames and covers supposed to be on the valve vaults?

Response

- Baltimore County Standard Details W-14 and W-15 for sections for small and large concrete vaults for the proposed valves show an 18-inch clear opening in the top slab for the frame and cover. Baltimore County Standard Detail W-18 shows the 18” standard traffic frame and cover. The cover shall denote “Water Valve”

on it.

- Baltimore County Standard Detail W-4 for dewatering valve and vault refers to Standard Detail W-19 for the standard 7-inch diameter sidewalk frame and cover over the dewatering valve. Standard Detail W-4 also shows a 24-inch diameter clear opening in the top slab of the dewatering vault with reference to Standard Details for heavy traffic rated frame and cover. The cover shall denote “Water” on it.

6. Please provide which streets will require temporary bypass for 2” and 4” pipe?

Response

The 2 inch and 4 inch temporary bypass pipe items are listed on the proposal form as contingent items and may be used at the discretion of the Engineer dependent on field conditions. They are not shown on the Drawings. Refer to Special Provisions Section 1012.03.01.m.:

In general, the temporary bypass lines shall be constructed as indicated on the drawings. However, additional temporary lines or connections may be required dependent on field conditions.

7. Test Holes in several location show 4” Asphalt and 5” Concrete. What streets have existing concrete under asphalt?

Response

- Test hole #9 noted 4” asphalt on 5” concrete at the intersection of Linden and Maple Avenues.
- Test hole #13 noted 6” concrete at the intersection of Fullerton and Marks Avenues. This area is sidewalk/driveway apron.
- Test hole #15 noted 5” asphalt on 4” concrete on Linden Avenue between Kenwood and Maple Avenues.
- Test hole #16 noted 5” asphalt on 4” concrete at the intersection of Linden and Maple Avenues.

Refer to response below for existing concrete removal.

8. Will there be a need for Concrete Road restoration?

Response

Concrete road restoration is not anticipated. Refer to item #20 “Temporary, Permanent Trench Restoration and Final Paving” in the General Special Conditions in the Special Provisions.

Add bid item #51 to the Contract Proposal for the contingent removal of asphalt pavement with underlying concrete pavement up to 12” thick.

51	WRITE IN	C	REMOVAL OF PAVEMENT WITH UNDERLYING CONCRETE BASE UP TO 12- INCHES THICK	SY	1,200		
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Add the following to General Special Conditions:

29. Contingent Removal of Pavement With Underlying Concrete Base Up to 12-Inches Thick

Removal of pavement with underlying concrete base which is up to 12-inches thick will be measured and paid for by the square yard, which price will be full compensation for removal and disposal of existing concrete base and asphalt. Price shall include saw cutting of existing concrete base as required.

9. Plans show 20" steel casing to be installed under culverts, etc. for water pipe installation. There is no bid item for 20" steel casing. How is the contractor to be paid for this work?

Response

Refer to Special Provisions Section 1003, Part 1003.04.A (last paragraph):

"Furnishing and installing steel casing pipes, casing spacers and end seals and grout/flowable fill of the annular spaces shall not be measured separately, but shall be considered incidental to the items listed in the bid for the water main installations."

10. In the General Special Conditions on Sheet 14 of 19 it states the minimum will be 5" of base course and in the detail drawing R-38 it Note (2) 3" Hot Mix / 11" Graded Aggregate Base. Please confirm the thickness for the Base Course.

Response

Hot mix asphalt base course shall be a minimum of 5" placed in courses not to exceed 4" each.

11. Standard Vaults W-16 - outside the Vault shows "pipe joint required" will Tyton Joint be accepted or Field Lok Gasket?

Response

Standard Detail W-16 applies to standard vaults for vertical valves with gearing and is not applicable to this project as there are no vertical valves with gearing. Refer to responses to pre-bid question no. 7 below.

12. Please confirm how many water services we will need to include for Bid Item 26 and 27 Temporary Water Bypass Lines?

Response

Bid Items 26 & 27 for Contingent 2" Temporary Water Bypass Lines and Contingent 4" Temporary Water Bypass Lines are provided should the Contractor encounter a scenario where the planned relocated alignment is not feasible and same trench replacement is the only viable option. These items are to be used at the discretion of the Engineer. Service

connections are included in this item per Special Provisions Section 1012.04.a.

13. Is any of this pipe to be restrained? I don't see any notes calling for restrained joints.

Response

All joints are to be restrained.

Responses to questions at the pre-bid meeting on 9/25/24 are noted below.

1. Will the tie-ins be done at night?

Response

Several may be required to be done at night.

Refer to General Special Conditions Item #7 "Maintenance of Traffic" in the Special Provisions:

"The following conditions will apply to the project areas during construction:

- a. A minimum single lane of traffic shall be maintained at all times. Flagging operations and working hours are restricted to between 8 AM until 6 PM Monday thru Friday unless otherwise approved by the area Engineer.*
- b. Major tie-in work shall be scheduled during night time hours. Contractor may also request to carry out night time work in commercial areas within the project limits. The Engineer will consider such requests in a case by case basis and if applicable approve or disapprove. No additional payment will be made to the Contractor for limited daytime hours, night time hours, or weekend hours."*

2. "Contractor Shutdown Request Form" is there a fee associated with this request form?

Response

There is no fee for the valve shutdowns by Baltimore City.

3. When do you anticipate notice to proceed to be given?

Response

Typically within 90 days of award depending on timely submissions by the selected Contractor of the documents required in the Contract in order to achieve notice to proceed. Likely after the 1st of the year of 2025.

Refer to General Provision GP-8.02 in the Baltimore County Standard Specifications.

4. What is the timing of the temporary bypass lines?

Response

Refer to Section 1012.03.01.j in the Special Provisions:

“The pipe and fittings shall provide adequate water tightness, and care shall be exercised throughout the installation of any temporary pipe and service fittings to avoid any possible pollution of any mains or house services or contamination of the temporary pipe itself. During freezing, stormy or inclement weather, no work shall be done except that which is incidental to the cleaning or structural lining unless otherwise directed by the Engineer. No bypass pipe or service connection shall be installed during freezing weather, and such pipes already in use shall be removed or drained. Freezing weather should be expected after November 15th. If the Contractor cannot finish by that time, the Contractor should finish in the spring unless an extension of contract time is approved by the Engineer. The Contractor shall be allowed to proceed with mobilization between March 15th and April 1st without any working days assessed against him. However, no water mains should be broken into or temporary services be activated until April 1st.”

5. Has the County acquired any staging areas for this project?

Response

No.

Refer to General Special Conditions Item #22 “Contractor Staging Area(s)” in the Special Provisions:

“All staging area(s) shall be obtained by the Contractor at his expense. No separate payment will be made for the costs associated with the Contractor staging area(s). All work, materials, labor, etc. required for this item will be considered incidental to the work required under this Contract.”

6. Can we close any roads?

Response

The Contractor will be required to check with the County’s Traffic Engineering Division for any anticipated road closures.

7. What are the approved methods for joint restraint?

Response

Field lock gaskets are acceptable. TR-Flex in areas of fill.

Refer to the table in Section 905.02.05.c in the Special Provisions for approved restrained joint types and applications.

Pre-Bid Meeting Attendance Sheet

Project Name: Fullerton Water Main Replacement

Contract Number: 23021 WX0

Date Held: Wednesday, September 25, 2024 at 10:00 a.m.

Present	Name	Representing	Phone #	Email Address
	Matthew Leone	BC-DPWT-DCCA	410-887-4139	mleone@baltimorecountymd.gov
	Kenny Green	BC-DPWT-DCCA	410-887-4285	krgreen@baltimorecountymd.gov
	Ethan Gochmour	BC-Property Management	410-887-8545	egouchmour@baltimorecountymd.gov
	James Tudor	BC-Prevailing Wage	410-887-3004	jtudor@baltimorecountymd.gov
	Anthony Crews	BC-DPWT-DCCA	410-887-3631	tcrews@baltimorecountymd.gov
	Lynn Imbrogulio	Aggtrans/The Stone Store	410-766-4242	limbrogulio@aggtrans.com
	Matt McCausland	Allan Myers	410-776-2018	matt.mccausland@allanmyers.com
	Desi Diaz	Cossentino Contracting	410-574-5800 Ex. 405	desidiaz@cossentino.net
	Jeff Hatfield	Monumental Paving & Excavating	410-675-0555	jhatfield@monumentalpaving.com
	William Pugh	Metra Industries	410-368-4090	wpugh@metraindustries.com
	Joe Barbieri	Gray & Son	410-771-4311	jbarbeiri@graynson.com
	Carlos Lameira	Joao & Bradley	610-867-1500	carloslameira@joaobradley.com
	John Blondell	KCI Technologies	410-316-7886	john.blondell@kci.com

SECTION-V
PROPOSAL

DESCRIPTION OF WORK

Bid Opening via Teleconference WebEx: Tuesday, October 22, 2024 @ 10:45 A.M. EST. via WebEx Phone Number 1-415-655-0001, Access Code Number 2304 020 7948##.

Begin Work within Fifteen (15) Days after NOTICE TO PROCEED.

Working Days for Completion: Six Hundred Sixty (660)

Liquidated and Other Damages: FIVE HUNDRED DOLLARS (\$500.00) PER WORKING DAY

Cost Group “G” (\$10,000,001 to \$15,000,000) (Prequalified contractors with a Cost Group restriction must bid within the dollar amount stated on their Certificate of Prequalification).

Work Classification: F2 with a prequalified A2 subcontractor

TO BALTIMORE COUNTY, MARYLAND: Work consist of 16,744 linear feet (LF) of 8 – inch ductile iron pipe & fittings – Class 54 (Restrained Joint), 3,748 linear feet (LF) of 12 – inch ductile iron pipe & fittings – Class 54 (Restrained Joint), 600 linear feet (LF) of 6 – inch ductile iron pipe & fittings – Class 54 (Restrained Joint), 180 linear feet (LF) of 4 – inch ductile iron pipe & fittings – Class 54 (Restrained Joint). **Fullerton – District 14c6**

The following listed Drawing Number(s) are collectively the “Drawings”, and are hereby incorporated in the Contract.

<u>Job Order No.</u>	<u>Workday No.</u>	<u>Drawing No.</u>
231-203-0067-0597	030670597	2023-0794 thru 2023-0881

A pre-bid meeting will be held on Wednesday, September 25, 2024 @ 10:00 A.M. EST. via WebEx. Phone-In (Audio Only) 1-415-655-0001, meeting number 2319 444 1014##, for Video Conference go to “signin.webex.com/join”, meeting number 2319 444 1014. **Password: amKk5wsMj56** or go to <https://www.baltimorecountymd.gov/departments/public-works/engineering/contracts/current-solicitations> for WebEx link.

Note: No successful bidder may withdraw their bid within Ninety (90) days after the opening thereof.

The Contractor hereby declares that it has carefully examined the solicitation, plans and specifications, form of contract, Special Provisions and Drawings (collectively the “Contract Documents”). The Contractor also hereby declares that it has carefully examined the February 2000 “Standard Specifications for Construction and Materials” and “Standard Details for Construction,” collectively the “Applicable County Law” and any and all Department of Public Works revisions thereto as of the date of advertisement. The Contract Documents, the Applicable County Law and the Department of Public Works revisions thereto are collectively the “Specifications” and are incorporated herein. Copies of any and all Department of Public Works revisions including but not limited to Addendum No. 3 and General Conditions Building Projects, are on file and available in the Division of Construction Contracts Administration, County Office Building, Towson, Maryland, and can be downloaded and printed from the internet using Acrobat Reader at: <http://www.baltimorecountymd.gov/Agencies/publicworks/standardsandspecs/specsanddetails.html>. Also, the Contractor has, to its satisfaction, examined the locality of the proposed work and agrees to furnish all labor, tools, materials, machinery, equipment, and other means of construction called for in the manner provided in the Specifications for the prices shown on the next page(s) and as evidenced by Contractor’s signature on the last page thereof.

SCHEDULE OF PRICES

NOTE: The Bidder shall fill out this Proposal, write in the unit prices in clear numerals, and make the extensions.

For complete information concerning these items, see Specifications and contract forms.

51		C	REMOVAL OF PAVEMENT WITH UNDERLYING CONCRETE BASE UP TO 12-INCHES THICK	SY	1,200		
TOTAL COST FOR CONTRACT							\$

TOTAL COST FOR CONTRACT IN WORDS

OFFICER SIGNATURE

TITLE

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT ("Contract"), IS MADE THIS _____ day of _____ 20____, by and between Baltimore County, Maryland, a body corporate and politic ("County"), and _____, ("Contractor").

WITNESSETH, that the Contractor, for and in consideration of the payment or payments herein specified and agreed to by the County, hereby covenants and agrees to furnish and deliver all the materials and to do and perform all the work, services, and labor in fulfillment of the requirements of Contract Number **23021 WX0** "Project") in strict conformity with the solicitation, plans, specifications, special provisions, any and all addenda, and the proposal, at the prices named therein, and all of which are collectively the Proposal, and said Proposal is attached hereto and made a part thereof.

The Project shall be done in strict compliance with (i) the Proposal, (ii) the Baltimore County Department of Public Works and Transportation September 2023 "Standard Specifications for Construction and Materials" and "Standard Details for Construction" (iii) and any and all revisions thereto as of the date of advertisement, including but not limited to the General Conditions Building Projects, as applicable, and all of which (i-iii) are made a part hereof and incorporated herein (collectively, the "Specifications"). Contractor understands and agrees it is Contractor's responsibility and obligation to obtain a copy of the "Specifications" and agrees the Specifications are incorporated herein. Copies are available on the County's website at www.baltimorecountymd.gov/departments/public-works/standards.

The Project shall be subject to the inspection and approval of the Director of Public Works and Transportation for Baltimore County, or his authorized representative, and in the event any portion thereof shall be rejected by said Director or his representative as defective or unsuitable, then the said portion shall be removed and replaced and be performed anew to the satisfaction and approval of the said Director or his representative at the cost and expense of the Contractor.

THE CONTRACTOR AFFIRMS that it is aware of, and will comply with, the provisions of Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, as the same may be amended from time to time, which require that every person who makes, during any 12-month period, one or more contracts, with one or more Maryland governmental entities involving cumulative consideration, of at least \$200,000.00, to file with the State Board of Elections certain specified information to include disclosure of attributable political contributions in excess of \$500 during defined reporting periods.

THE CONTRACTOR FURTHER COVENANTS AND AGREES that all the Project shall be furnished, performed and delivered, in every respect, to the satisfaction and approval of the Director of Public Works and Transportation, aforesaid, on or before the expiration of **Six Hundred Sixty (660) WORKING DAYS** (the "Contract Period") after written notice has been given by the Director or their authorized representative to begin the work.

IT IS AGREED THAT TIME IS OF THE ESSENCE. In the event the Contractor fails to achieve Final Completion and Final Acceptance of the Contract work within the Contract Period specified herein, plus any extensions thereto agreed to in writing by a legally authorized representative of the County pursuant to the terms of this Contract, then Contractor shall pay the County the sum of **FIVE HUNDRED DOLLARS (\$500.00)** as Liquidated Damages for each **WORKING DAY** after the expiration of the Contract Period, as may be extended by the County, until the Contractor achieves Final Completion and Final Acceptance of the Project.

Contractor's Initials

Date

VI-1 Rev. 09/2024

IT IS FURTHER AGREED that:

- (a) These Liquidated Damages are a reasonable estimate of the County's damages solely due to the public's loss of use of the Project during the delay period and is not a penalty.
- (b) It is very difficult, if not impossible, to accurately measure the damages to the County due to the public's loss of use of the Project during the delay period.
- (c) Notwithstanding GP 8.09 of the Baltimore County Standard Specification for Construction, in addition to the damages due to the public's loss of use of the Project during the delay period, the County is likely to incur additional direct costs during the delay period, including but not limited to, costs for construction management, consultants, architectural services, office trailer and supplies, utilities, County employees' time, County vehicles, and such other costs that the County will incur to continue administration of the construction and the Contract during the delay period, all of which will be monitored by the County, and if so required by the County, the Contractor shall pay such actual damages incurred during the delay period. THE PARTIES HERETO UNDERSTAND AND AGREE THAT CONTRACTOR'S OBLIGATION TO PAY THE COUNTY FOR ACTUAL DAMAGES DURING THE DELAY PERIOD SHALL BE IN ADDITION TO THE CONTRACTOR'S OBLIGATION TO PAY THE LIQUIDATED DAMAGES DUE TO THE PUBLIC'S LOSS OF USE OF THE PROJECT.
- (d) The County shall have the right, but not the obligation, to deduct the Liquidated Damages due to the public's loss of use of the Project, and the County's actual costs and costs to continue administration of the construction and the Contract, from any monies due or any monies that may become due to the Contractor.

IT IS DISTINCTLY UNDERSTOOD AND AGREED that no claim for extra work, material or overhead not specifically provided for in the Contract will be allowed by the County, nor shall the Contractor do any work or furnish any materials not covered by this Contract and the Specifications, unless the same is ordered in writing by a legally authorized representative of the Department of Public Works and Transportation in accordance with the terms of the Contract. Any such work or materials which may be done or furnished by the Contractor without any such written order first being given shall be at said Contractor's sole risk, cost and expense and Contractor hereby covenants and agrees that without such written order, Contractor shall make no claim for compensation for work, materials, or overhead so done or furnished.

NOTWITHSTANDING GP 4.06 OF THE BALTIMORE COUNTY STANDARD SPECIFICATIONS FOR CONSTRUCTION, IT IS SPECIFICALLY AGREED that the Contractor shall have no entitlement to damages arising out of delay, disruption, interference or hindrance from any cause whatsoever. However, this provision shall not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud or gross negligence on the part of the County or its agents.

IT IS FURTHER DISTINCTLY AGREED that the said Contractor shall not assign this Contract, nor any part thereof, nor any right to any of the monies to be paid hereunder, nor shall any part of the work to be done or material furnished under said Contract be sublet without the prior written consent of a legally authorized representative of the Department of Public Works and Transportation in accordance with the terms of this Contract. Further, the acceptance of the final payment by the Contractor shall effectuate a release in full of all claims against County and its officials, employees, representatives, and agents arising out of, or by reason of the Project and this Contract.

The Contractor shall review government issued identification and badge all employees of the Contractor and its subcontractors. The Contractor shall also review all federal forms, including but not limited to I-9's, for compliance as well as copies of all employment eligibility and identity documentation maintained to the extent required by law.

The Bonds, given by the Contractor in a sum equal to the total contract price of the Project in compliance with the terms and provisions of this Contract, are hereby attached and incorporated herein.

IT IS AGREED that in the event that the County is delayed or prevented from timely execution of this Contract, the Contractor releases County and agrees Contractor shall have no action, claim or demand against County therefore.

Contractor's Initials

Date

VI-2 Rev. 09/2024

Contract No.23021 WX0
Addendum No.1
Revised, October 10, 2024

THE CONTRACTOR HEREBY FURTHER AGREES to receive the prices set forth in the Proposal incorporated herein as full compensation for the completion of the Project and, in all respects, to complete said Contract to the satisfaction of the County.

THE CONTRACTOR REPRESENTS AND WARRANTS:

- (i) it is duly formed and validly existing under the laws of the State of _____;
- (ii) it is in good standing in the State of Maryland;
- (iii) it has the power and authority to consummate the obligations and responsibilities contemplated hereby, and has taken all necessary action to authorize the execution, delivery and performance required under this Contract;
- (iv) the Contractor and the person executing this Contract for the Contractor each warrant that he/she is duly authorized by the Contractor to execute and seal this Contract on the Contractor's behalf;
- (v) the warranties of merchantability and fitness for a particular purpose and use and warranties of title and against infringement, and all express warranties contained in this Contract, including but not limited to the Proposal (and any sample or model presented by Contractor and expressly accepted by the County) shall apply to the portion of this Contract pertaining to or for goods;
- (vi) all representations and warranties made in the Proposal and herein remain true and correct in all respects when made, as of the date of this Contract, and throughout the term of this Contract; and
- (vii) there exists no actual or potential conflict of interest between its performance under this Contract and its engagement or involvement in any other personal or professional activities and in the event such conflict or potential conflict arises during the term of this Contract, the Contractor shall immediately advise the County in writing thereof.

THE CONTRACTOR shall not disclose any documentation and information of any kind or nature disclosed to the Contractor in the course of its performance of duties hereunder without the express prior written consent of the County.

Those sections in this Contract which by their nature are intended to survive, including but not limited to, Contractor's representations and warranties, confidential information, and indemnification shall survive the termination of this Contract.

IN WITNESS WHEREOF, the Contractor has hereunto set its hand and seal the day and year first above written.

CONTRACTOR NAME: _____

WITNESS FEDERAL TAX ID or SS #: _____

By: _____ (Seal)

Name: _____

Type (Print) Name

Title: _____ Date: _____

WITNESS: **BALTIMORE COUNTY, MARYLAND**

Executive Secretary By: _____ Date: _____
D'Andrea L. Walker, County Administrative Officer

Type (Print) Name

APPROVED FOR FORM AND LEGAL
AND SUFFICIENCY* (Subject to
execution by the duly authorized
Administrative official and Chairperson
of the County Council, as indicated).

APPROVED:

Lauren T. Buckler, Director
Department of Public Works & Transportation Date: _____

Office of the County Attorney

*Approval of Form and Legal Sufficiency does not convey approval or disapproval of the substantive nature of this transaction. Approval is based upon typeset documents. All modifications require re-approval.

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