

BID NO. 09-56

BIDDER'S EXPERIENCE

Name of Bidder/Company: \_\_\_\_\_

The following is a list of at least five projects similar in character and scope to the work specified under this project which have been successfully completed by this Bidder in the last six years. This information must be furnished by each bidder. The term "completed" means accepted and final payment received from the owner or authorized representative.

Firms which, in the sole opinion of the County, lack sufficient specific experience, may be deemed non-responsible, and will not receive consideration for this project.

<u>PROJECT NAME/LOCATION/ COMPLETION DATE</u>	<u>OWNERS NAME &amp; ADDRESS</u>	<u>CONTACT NAME/ Fax No./Phone No.</u>	<u>% OF WORK (FIRM WAS/IS RESPONSIBLE)</u>	<u>CONTRACT PRICE</u>

This form may be duplicated if additional space is required.





**PROPOSED MBE SUB CONTRACTORS**

(if applicable)

03/10/09

**COMPANY NAME & ADDRESS:** \_\_\_\_\_  
(Include City, State, Zip Code  
and County) \_\_\_\_\_

**PRODUCT/SERVICES** \_\_\_\_\_

\* **MINORITY CLASS** \_\_\_\_\_ **PERCENT OF PARTICIPATION** \_\_\_\_\_

=====

**COMPANY NAME & ADDRESS:** \_\_\_\_\_  
(Include City, State, Zip Code  
and County) \_\_\_\_\_

**PRODUCT/SERVICES** \_\_\_\_\_

\* **MINORITY CLASS** \_\_\_\_\_ **PERCENT OF PARTICIPATION** \_\_\_\_\_

=====

**COMPANY NAME & ADDRESS:** \_\_\_\_\_  
(Include City, State, Zip Code  
and County) \_\_\_\_\_

**PRODUCT/SERVICES** \_\_\_\_\_

\* **MINORITY CLASS** \_\_\_\_\_ **PERCENT OF PARTICIPATION** \_\_\_\_\_

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**If additional space is needed, please submit information on a separate sheet and attach hereto**

• *See Page 1 for list of Minority Classes*

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ as  
Principal, and \_\_\_\_\_ a  
Corporation created and existing under the laws of the State of \_\_\_\_\_ as Surety,  
firmly bound unto \_\_\_\_\_ as Obligee, in the  
full and just sum in words  
of \_\_\_\_\_ Dollars, and in  
figures of \$ \_\_\_\_\_, good and lawful money of  
the United States of America, for payment of which sum of well and truly to be made, said Principal and Surety  
bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly to these  
presents.

WHEREAS, Said Principal has submitted for

**Bid No. 09-56 – CLARK SENIOR CENTER ADDITION**

NOW, THEREFORE, if the Principal shall within eight (8) calendar days of notice form the Obligee or the Obligee’s Agent of the intention of the Obligee to award a contract to the Principal, furnish a Performance Bond and Payment Bond in the amounts required and in the forms set forth in the Contract Documents under which the Bid was submitted with a Surety or Sureties as required by said Contract Documents, and in the event of acceptance of his Bid by the Obligee shall, within the period specified therefore, enter into a written contract with the Obligee in accordance with the Bid as accepted and furnish to the Obligee proper evidence of insurance coverage as required by the Contract Documents; or if the Principal, in case of failure to furnish said Performance Bond and Payment Bond after having been notified of the intent of the Obligee to award a contract to the Principal or the subsequent failure to enter a contract with the Obligee, or furnish proper evidence of insurance coverage, shall pay to the Obligee damages which the Obligee suffers by reason of such failure, then this obligation shall be void , otherwise it shall remain in full force and effect;

Provided, however, that said Surety shall not be liable to the Obligee on this bond for any amount in excess of the principal amount of this bond.

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

BID BOND - (Page 2 of 2)

BID No. 09-56- CLARK SENIOR CENTER ADDITION

In testimony Whereof, the Principal and the Surety have caused these present to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

When the Bidder is an individual:

Witness:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

When the Bidder is a partnership:

\_\_\_\_\_  
(Partnership Name)

\_\_\_\_\_  
(Address)

Witness: \_\_\_\_\_

By: \_\_\_\_\_

When the Bidder is corporation:

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Secretary or Assistant Secretary

\_\_\_\_\_  
President or Vice President

(Corporate Seal)

The above named corporation is organized and existing under the laws of \_\_\_\_\_ and has (has not) been registered to carry on business in Maryland.

\_\_\_\_\_  
(Surety)

Attest: \_\_\_\_\_

By \_\_\_\_\_

(Seal)

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, \_\_\_\_\_ AS  
PRINCIPAL, HEREINAFTER CALLED PRINCIPAL, AND

\_\_\_\_\_ AS SURETY, HEREINAFTER CALLED  
SURETY, ARE HELD FIRMLY BOUND UNTO CHARLES COUNTY, MARYLAND, A MUNICIPAL CORPORATION,  
HEREINAFTER CALLED THE COUNTY, IN THE AMOUNT OF WORDS \_\_\_\_\_

\_\_\_\_\_ DOLLARS, AND IN FIGURES \$ \_\_\_\_\_ .00, FOR THE PAYMENT  
WHEREOF PRINCIPAL AND SURETY BIND THEMSELVES, THEIR HEIRS, EXECUTORS, ADMINISTRATORS,  
SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, FIRMLY BY THESE PRESENTS.

WHEREAS, THE PRINCIPAL HAS ENTERED INTO A WRITTEN CONTRACT DATED \_\_\_\_\_  
\_\_\_\_\_, 2009 WITH THE COUNTY FOR **BID NUMBER: 09-56 - CLARK SENIOR CENTER ADDITION**,  
WHICH CONTRACT BY REFERENCE MADE PART THEREOF AND HEREINAFTER REFERRED TO AS THE  
CONTRACT.

NOW THEREFORE, THE \_\_\_\_\_ CONDITION OF THIS  
OBLIGATION IS SUCH, THAT THE PRINCIPAL SHALL WELL, TRULY AND PROPERLY PERFORM AND FULFILL ALL  
OF THE UNDERTAKINGS, COVENANTS, TERMS, CONDITIONS AND AGREEMENTS OF SAID CONTRACT AND OF  
ALL SUCH ALTERATIONS AND MODIFICATIONS, DURING THE ORIGINAL TERMS OF SAID CONTRACT AND ANY  
EXTENSIONS THEREOF WHICH MAY BE GRANTED BY THE COUNTY AND AGREED UPON BY THE PRINCIPAL;  
AND IF THE PRINCIPAL SHALL INDEMNIFY AND SAVE HARMLESS THE COUNTY FROM ALL LOSS, COST OR  
DAMAGE ARISING OUT OF A DEFAULT HEREUNDER OR UNDER SAID CONTRACT, THEN THIS OBLIGATION  
SHALL BE NULL AND VOID; OTHERWISE IT SHALL BE AND REMAIN IN FULL FORCE AND EFFECT.

THE SURETY EXPRESSLY WAIVES ANY RIGHT TO RECEIVE NOTICE OF EXTENSIONS OF TIME, OR ALTERATIONS  
OR MODIFICATIONS OF THE CONTRACT WHICH ARE PROVIDED FOR AND MADE PURSUANT TO THE TERMS OF  
SAID CONTRACT.

PROVIDED, HOWEVER, NO RIGHT OF ACTION SHALL ACCRUE ON THIS BOND TO OR FOR THE USE OF ANY  
PERSON, FIRM OR CORPORATION WHATEVER OTHER THAN THE COUNTY NAMED HEREIN, OR ITS SUCCESSORS  
IN OFFICE.

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

IN THE PRESENCE OF: \_\_\_\_\_ (SEAL)

PRINCIPAL: \_\_\_\_\_ (SEAL)

SURETY: \_\_\_\_\_ (SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY COUNTY ATTORNEY: \_\_\_\_\_

**CONTRACTOR'S LABOR AND MATERIAL BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

THAT WE, \_\_\_\_\_ AS PRINCIPAL, HEREINAFTER CALLED PRINCIPAL, AND \_\_\_\_\_ AS SURETY, HEREINAFTER CALLED SURETY, ARE HELD FIRMLY BOUND UNTO CHARLES COUNTY, MARYLAND, A MUNICIPAL CORPORATION, HEREINAFTER CALLED THE COUNTY, IN THE AMOUNT OF IN WORDS \_\_\_\_\_ .00 DOLLARS, AND IN FIGURES \$ \_\_\_\_\_ .00, FOR THE PAYMENT WHEREOF PRINCIPAL AND SURETY BIND THEMSELVES, THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, FIRMLY BY THESE PRESENTS.

**WHEREAS, THE PRINCIPAL HAS ENTERED INTO A WRITTEN CONTRACT DATED \_\_\_\_\_ WITH THE COUNTY FOR BID NO. 09-56 - CLARK SENIOR CENTER ADDITION, WHICH CONTRACT BY REFERENCE MADE PART THEREOF AND HEREINAFTER REFERRED TO AS THE CONTRACT.**

NOW THEREFORE, THE \_\_\_\_\_ CONDITION OF THIS OBLIGATION IS SUCH, THAT THE PRINCIPAL SHALL MAKE PAYMENT TO EACH AND EVERY CLAIMANT, AS HEREINAFTER DEFINED, FOR ALL LABOR, MATERIALS, SUPPLIES AND RENTAL OF EQUIPMENT REASONABLY REQUIRED AND USED OR CONSUMED IN THE PERFORMANCE OF THE CONTRACT AND OF ALL SUCH ALTERATIONS AND MODIFICATIONS OF SAID CONTRACT AS MAY HEREAFTER BE MADE THEREIN, IN THE MANNER AND TO THE EXTENT WHICH SAID CONTRACT PROVIDES FOR SUCH ALTERATIONS AND MODIFICATIONS, DURING THE ORIGINAL TERMS OF SAID CONTRACT AND ANY EXTENSIONS THEREOF WHICH MAY BE GRANTED BY THE COUNTY AND AGREED UPON BY THE PRINCIPAL; THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE IT SHALL BE AND REMAIN IN FULL FORCE AND EFFECT.

THE SURETY EXPRESSLY WAIVES ANY RIGHT TO RECEIVE NOTICE OF EXTENSIONS OF TIME, OR ALTERATIONS OR MODIFICATIONS OF THE CONTRACT WHICH ARE PROVIDED FOR AND MADE PURSUANT TO THE TERMS OF SAID CONTRACT.

**PROVIDED, HOWEVER, ANYTHING IN SAID CONTRACT TO THE CONTRARY NOTWITHSTANDING, THIS BOND IS EXECUTED UPON AND SUBJECT TO THE EXPRESS CONDITIONS AND LIMITATIONS OF ARTICLE 90, SECTION 11 OF THE CODE OF MARYLAND (1957 EDITION, AS AMENDED), AS OF THE DATE OF THE CONTRACT WHEREIN IT IS SET FORTH AS FOLLOWS:**

SUITS ON PAYMENT BONDS – RIGHT TO INSTITUTE – EVERY PERSON WHO HAS FURNISHED LABOR OR MATERIAL IN THE PROSECUTION OF THE WORK PROVIDED FOR IN SUCH CONTRACT, IN RESPECT OF WHICH A PAYMENT BOND IS FURNISHED UNDER THIS SECTION AND WHO HAS NOT BEEN PAID IN FULL THEREFOR BEFORE THE EXPIRATION OF A PERIOD OF NINETY DAYS AFTER THE DAY ON WHICH THE LAST OF THE LABOR WAS DONE OR PERFORMED BY HIM OR MATERIAL WAS FURNISHED OR SUPPLIED BY HIM FOR WHICH SUCH CLAIM IS MADE, SHALL HAVE THE RIGHT TO SUE ON THE PAYMENT BOND FOR THE AMOUNT, OR THE BALANCE THEREOF, UNPAID AT THE TIME OF INSTITUTION OF SUCH SUIT AND TO PROSECUTE SAID ACTION TO FINAL JUDGMENT AND EXECUTION FOR SUM OR SUMS JUSTLY DUE HIM; PROVIDED, HOWEVER, THAT ANY PERSON HAVING DIRECT CONTRACTUAL RELATIONSHIP WITH A SUB-CONTRACTOR OF THE CONTRACTOR, OR WITH ANY SUB-CONTRACTOR OF THE CONTRACTOR BUT NO CONTRACTUAL RELATIONSHIP EXPRESS OR IMPLIED WITH THE CONTRACTOR FURNISHING SAID PAYMENT BOND, SHALL HAVE THE RIGHT OF ACTION UPON THE PAYMENT UPON GIVING WRITTEN NOTICE TO THE CONTRACTOR

CONTRACTOR'S LABOR AND MATERIAL BOND (Page 2 of 2)

*WITHIN NINETY (90) DAYS FROM THE DATE ON WHICH THE PERSON DID, OR PERFORMED THE LAST OF THE LABOR OR FURNISHED OR SUPPLIED THE LAST OF THE MATERIAL FOR WHICH SUCH CLAIM IS MADE, STATING WITH SUBSTANTIAL ACCURACY THE AMOUNT CLAIMED AND THE NAME OF*

*THE PARTY TO WHOM THE MATERIAL WAS FURNISHED OR SUPPLIED OR FOR WHOM THE LABOR WAS DONE OR PERFORMED. SUCH NOTICE SHALL BE SERVED BY MAILING THE SAME BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, IN AN ENVELOPE ADDRESSED TO THE CONTRACTOR AT ANY PLACE HE MAINTAINS AN OFFICE OR CONDUCTS HIS BUSINESS, OR HIS RESIDENCE."*

*SAME - WHERE AND WHEN BROUGHT; LIABILITY FOR COSTS - EVERY SUIT INSTITUTED UNDER THIS SECTION SHALL BE BROUGHT IN THE APPROPRIATE COURT IN THE POLITICAL SUBDIVISION IN WHICH THE CONTRACT WAS PERFORMED AND EXECUTED OR IN THE POLITICAL SUBDIVISION WHERE THE CONTRACTOR HAS HIS PRINCIPAL PLACE OF BUSINESS AND NOT ELSEWHERE, BUT NO SUCH SUIT SHALL BE COMMENCED AFTER THE TERM OF ONE YEAR AFTER THE DATE OF FINAL ACCEPTANCE OF THE WORK PERFORMED. THE OBLIGEE NAMED IN THE BOND OR THE TRUSTEE FOR ANY OTHER SECURITY SHALL NOT BE LIABLE FOR THE PAYMENT OF ANY COST OR EXPENSE OF ANY SUCH SUIT."*

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

IN THE PRESENCE OF: \_\_\_\_\_ (SEAL)

PRINCIPAL: \_\_\_\_\_ (SEAL)

SURETY: \_\_\_\_\_ (SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY COUNTY ATTORNEY:

\_\_\_\_\_

**MARYLAND DEPARTMENT OF THE ENVIRONMENT**

1800 Washington Boulevard - Baltimore Maryland 21230  
(410) 537-3000 - 1-800-633-6101 - <http://www.mde.state.md.us>

**TRANSFER OF AUTHORIZATION**

This Transfer of Authorization form is to be completed by a permittee who has applied for coverage under the General Permit for Construction Activity, in accordance with the Environmental Protection Agency's National Pollutant Discharge Elimination System stormwater program, if the permittee intends that another person assume control of permitted activities on the site or if the site's ownership changes. In this event, the permittee (the "transferor") must familiarize the person who is assuming control of the permitted activities (the "transferee") with the program and provide the transferee with a copy of the General Permit. The transferor and transferee must both sign this form. The completed forms should be submitted by the transferor to the Maryland Department of the Environment, WMA - Compliance Program, Montgomery Park Business Center, 1800 Washington Boulevard, Suite 420, Baltimore, Maryland, 21230.

NOI Identification Number (if assigned): \_\_\_\_\_

Name of Transferor/Permittee: \_\_\_\_\_

Address of Transferor/Permittee \_\_\_\_\_

Site Name and Location (description, including County and mailing address if available): \_\_\_\_\_

Name of Person to Whom Coverage is Being Transferred (i.e., Transferee): \_\_\_\_\_

Address of Person to Whom Coverage is Being Transferred: \_\_\_\_\_

Phone Number of Person to Whom Coverage is Being Transferred: \_\_\_\_\_

Name and Phone Number of Contact Person: \_\_\_\_\_

I acknowledge this transfer of authorization under the terms of the General Permit. I understand that the named transferee on this form is now responsible for complying with the terms of the General Permit.

\_\_\_\_\_  
Transferor Signature and Date

\_\_\_\_\_  
Transferee Signature and Date

**NON-COLLUSION AFFIDAVITS**

I do solemnly declare and affirm, under the penalties of perjury, the following:

1. That neither I, nor the best of my knowledge, information and belief, the Bidder / Offerer, nor any officer, director, partner, member, associate or employee of the Bidder / Offerer, nor any person in his behalf, has in any way agreed, connived or colluded with any one for and on behalf of the Bidder / Offerer, to obtain information that would give the Bidder / Offerer an unfair advantage over others, nor gain any favoritism in the award of this contract, nor in any way to produce a deceptive show of competition in the matter of bidding or award of this contract.

2. That neither I, nor the best of my knowledge, information and belief, the Bidder / Offerer, nor any officer, director, partner, member, associate of the Bidder / Offerer, nor any of its employees directly involved in obtaining contracts with the State of Maryland or any County or any subdivision of the State has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any State or Federal Government of acts or omissions committed after July 1, 1977, except as noted below: All pursuant to Article 78A, Section 16D of the Annotated Code of Maryland.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title of Signer

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

Subscribed to and sworn to before me, a Notary Public of the State of \_\_\_\_\_ County or City of this \_\_\_\_\_ year and date first written above.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires