UMBC's General Contractor procurement on its Stadium Upgrades Project is advancing to the Price Proposal Phase. The purpose of this ADDENDUM NO. 3, dated February 9, 2021, is to distribute information relative to the solicitation documents and this phase of the procurement. This addendum is provided to each proposing firm who remained shortlisted following the second phase technical evaluation and advanced to the Price Proposal Phase. This addendum will also posted on UMBC's eBid Board at https://procurement.umbc.edu/bid-board/. All other specifications, terms and conditions of this solicitation not expressly amended by this ADDENDUM #3 remain as originally stated.

- 1. **100% Construction Documents**: These documents are available at the following site: https://umbc.box.com/s/oqmo0pagh8eaefnb8g3d5lmasn29w2dd
- Section 800: The UMBC amendments to the UMB Standard General Conditions of Construction Contract dated October 12, 2020 for Contracts with General Contracts, 02/09/2021 revisions, is attached to this addendum and incorporated into the Project by this reference.
- 3. **Prevailing Wage Rates**: The prevailing wage rate information for this project is attached to this addendum.

4. **Price Proposal**:

4.1 Price Proposal Forms:

- Attached please find the (a) Base Price Proposal form and (b) Add Alternates Price Proposal form.
- On the Base Price Proposal, proposers are to quote (i) a lump sum base price for the project and (ii) unit pricing as indicated.
- On the Add Alternate Price Proposal, proposers are to quote a lump sum price for each listed Add Alternate.
- Please note the following
 - The required 5% bid bond is to be submitted with the Base Price Proposal.
 - The Part 3 MBE Schedule of Participation ("MBE Schedule") forms must be submitted with the Add Alternates Price Proposal as follows: (a) MBE Schedule for the Base Price Proposal, (b) a separate MBE Schedule for each Add Alternate.
 - Receipt of all addenda to date inclusive of this Addendum #3 is noted on the Price Proposal forms. Should other addendum be issued, the Proposer is to acknowledge such subsequent addendum in the space provided on both price proposal forms.

- 4.2 <u>Price Proposal Due Dates/Times</u>: The due dates/times for the price proposals are as noted below with all times based on Eastern Time Zone. Both the Base Price Proposal and the Add Alternates Price Proposal are to be submitted via Box at Price P.xc6ngltv9ufq7lob@u.box.com.
 - Base Price Proposal Due Date/Time: Friday, 3/5/21, on or before 11:59 p.m.; and,
 - Add Alternates Price Proposal Due Date/Time: Tuesday, 3/9/21, on or before 4:00 p.m.
- 5. **UMBC Procurement Point of Contact**: During the Price Proposal phase of this procurement, Elizabeth Moss at emoss@umbc.edu is to be the sole point of contact regarding this procurement.
- 6. **Site Visits**: Time slots are available for site visits with each shortlisted firm and its subcontractors as noted below. Each proposer is to advise Elizabeth Moss as to whom from its firm to be the contact person with whom she will coordinate the time and details for its site visit; each proposing firm is responsible to coordinate the date/time for its site visit with its subcontractors. The site visit will commence at Lot 28 (behind the Event Center and be conducted by Mike Dougherty, the UMB Project Manager for this project.

#	Day	Date	Time
1	Friday	02/12/21	09:00 a.m.
2	Friday	02/12/21	10:30 a.m.
3	Monday	02/15/21	01:30 p.m.
4	Monday	02/15/21	03:00 p.m.
5	Tuesday	02/16/21	08:00 a.m.
6	Tuesday	02/16/21	09:30 a.m.

Note: Individuals attending site visits shall comply with all University COVID requirements while on campus, including wearing face coverings and practicing physical distancing. Individuals currently experiencing COVID symptoms or under quarantine for possible COVID exposure may not come onto UMBC's campus. Additional, due to current limits on in-person gatherings, we request that only one member of each firm attend the site visit.

END OF ADDENDUM #3 DATED 2/9/21

Attachments: Price Proposal Forms (Base and Add Alternates)

Prevailing Wage Rates

Section 800

This Addendum #3 on RFP #BC-21214-C and its attachments are provided to those proposing firms who have remained shortlisted following the Second Phase Technical Evaluation on this procurement.

	OPOSAL I SE PRICE	NO. PROPOSAL DUE:	RFP #BC-21214-C FRIDAY, MARCH 5, 2021 ON OR BEFORE 11:59 P.M. (Eastern				
	0= 00:0=) via Box at <u>Price</u>			
BA	SE PRICE	PROPOSAL FOR:		ral Contracting s ct – Base Price			ns Upgrade
NΑ	ME OF PR	OPOSER:					
FIE) #:						
		<u>B</u>	ASE F	PRICE PROPOS	<u>AL</u>		
					DATE		
Un 10		Maryland, Baltimore Co Circle, Administration B		ı, 7 TH Floor			
De	ar Ms. Mos	ss:					
Sta		ned, hereby submits a grade Project as set for					
	Adden Adden	dum No. 1 Dated dum No. 2 Dated dum No. 3 Dated dum No Dated	12/10 02/0	6/20 Adden 9/21 Adden	dum No. _ dum No. _	Dated Dated Dated	_ _
Having received clarification on all matters upon which any doubt arose, the undersigned proposes to provide all labor, material, equipment, supervision, and other necessary resources as required to complete the base work on UMBC's Stadiums Upgrade Project for the following quoted lump sum amount:					uired to		
1.	Total Quo and figure	oted Lump Sum Propo s)	osal fo	or the Base Pro	ject (excluding	Add Alternat	es) (in words
					(\$	1	
2.	 Quoted Unit Pricing (per specifications section 012200-2) with separate pricing per range of quantities noted below for unit prices #1 and #4 only based on the applicable unit of measurement. 						
	Unit Price #	Description	1003 #	Unit of Measurement	Unit Price	01-500	Over 500
	1	Removal/replacementures unsatisfactory soil	t of	CY of soil		\$	\$
	2	Replacement of irriga piping, heads or relate work	ed	LF of piping	\$		
	3	Plate Reinforcement of Existing Steel Beams		LF of rein- forcement	\$		
	4	Stone for Roadway Stabilization		CY of stone installed		\$	\$

Page 1 of 2

Signer's Initials:

PROPOSAL NO. RFP #BC-21214-C

BASE PRICE PROPOSAL DUE: FRIDAY, MARCH 5, 2021 ON OR BEFORE 11:59 P.M. (Eastern

Time) via Box at Price Price <a href="p.xc6ngltv9ufq7lobw] <a href="p.xc6ngltv9ufq7lobw] <a href="p.xc6ngltv9ufq7lobw] <a href="p.xc6ngltv9ufq7lobw] <a href="p.xc6ngltv9ufq7lobw] <a href="p.xc6ngltv9ufq7lobw] <a href="p.xc6ngltv9ufq7lobw

BASE PRICE PROPOSAL FOR: General Contracting Services for the UMBC Stadiums Upgrade

Project - Base Price Proposal ONLY

AME OF PROPOSER	
AME OF PROPOSER	

By submitting this Base Price Proposal, we understand the following:

- 1. Our firm is agreeing to the complete the base work for this Project for the lump sum price quoted above.
- 2. Our Base Price Proposal may be rejected if it not received with the necessary 5% bid bond.
- 3. Our Base Price Proposal will remain in effect for a minimum of 120 days from the due date of the Base Price Proposal.

We also understand that we are to submit a separate Price Proposal for the Add Alternates on this project on the date/time specified in the solicitation documents. We also understand that the Part 3 – MBE Participation Schedule is <u>not</u> to be submitted with our Base Price Proposal. Rather our Add Alternates Price Proposal <u>must</u> include the completed Part 3 – MBE Participation Schedule for the (a) Base Price Proposal and (b) a separate schedule for <u>each</u> of the add alternates; failure to submit these MBE Participation Schedules with the Add Alternates Price Proposal is not curable and shall result in the Procurement Officer deeming our firm to be not susceptible of award and our firm will not continue in this procurement. We also understand that the price evaluation will include the (a) Base Price Proposal and (b) Add Alternates Price Proposal based on the alternates selected by the University that are within the University's project budget. We also agree that our quoted lump sum Base Price Proposal and separately submitted Add Alternates Price Proposal include the Prevailing Wages to be paid during the construction of the Project.

If we are the awarded firm, we understand that a 100% Performance & Payment Bond is required upon the final execution of the Contract. We also understand that the Bid/Proposal Affidavit and proof of the Proposer's Contractor's license under Title 17, Subtitle 6, of the Business Regulation Article of the Annotated Code of Maryland provided with our Technical Proposal remain in force under this Base Price Proposal phase as well as the proposed key personnel submitted in our Technical Proposal.

We also know that no key personnel changes can be made without the written approval of the University via a contract amendment. We understand that the University reserves the right to award a contract (or contracts) for all items, or any parts thereof, as set forth in detail under the information furnished in the solicitation document. The Proposer represents, and it is a condition precedent to acceptance of this Base Price Proposal, that the Proposer has not been a party to any agreement to submit a fixed or uniform price and that the signatory is authorized to financially obligate the Proposer.

SIGNED:	
PRINTED NAME:	
TITLE:	
DATE:	

ADD ALTERNATE	S PRICE			
PROPOSAL DUE:	TUESDAY, MARCH 9, 2021, ON OF	TUESDAY, MARCH 9, 2021, ON OR BEFORE 4:00 P.M. (EASTERN TIME) VIA BO		
	AT Price P.xc6ngltv9ufq7lob@u.b	AT Price P.xc6ngltv9ufq7lob@u.box.com		
ADD ALTERNATE	S PRICE			
PROPOSAL FOR:	General Contracting Services for t Alternates Price Proposal ONLY	he UMBC Stadiums Upgrade Project – Add		
NAME OF PROPC	OSER:	FID #		
	ADD ALTERNATES PRICE PROPO	<u>OSAL</u>		
		DATE		
Ms. Elizabeth Mo				
	ryland, Baltimore County			
Baltimore, MD 2	le, Administration Building, 7 TH Floor 1250			
Dear Ms. Moss:				
The undersigned	, hereby submits an Add Alternate Price Proposal	for General Contracting services for the		
Stadiums Upgrac	le Project as set forth in the UMBC RFP #BC-2121	4-C dated 11/23/20 and Addenda as follows:		
Addondi	ım No. 1 Dated 12/05/20 Addendu	m No Dated		
		m No Dated m No Dated		
		m No Dated		
	ım No Dated Addendu			
-	clarification on all matters upon which any doubt	· · · · · · · · · · · · · · · · · · ·		
	equipment, supervision, and other necessary reson In UMBC's Stadiums Upgrade Project for the follow	· · · · · · · · · · · · · · · · · · ·		
alternate:	in owners standards opprade i roject for the follow	wing quoted famp sam amount for each add		
Alternate #	Add Alternates	Quoted Add Alternate Price Proposal		
1	Press Box Alternate	\$		
2	Plaza Shade Canopies	\$		
2	riaza sitade cariopies			
3	Vertical Landscaping	\$		
4	Sod in lieu of seed	\$		
4	30d III lied of seed	3		
5	Epoxy flooring in Fan Amenities Building	\$		
6	Under Grandstand Storage	\$		
7	Picket Railings and Guardrails at Grandstand			
8	Full Rear Cross Aisle at Grandstand	\$		
0	r dii Near Cross Aisie at Granustanu	*		
9	Landscaping Maintenance and Warranty Period	\$		

RFP #BC-21214-C

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PROPOSAL NO.

Signer's Initials: _____

PROPOSAL NO. ADD ALTERNATES PRICE	RFP #BC-21214-C
PROPOSAL DUE:	TUESDAY, MARCH 9, 2021, ON OR BEFORE 4:00 P.M. (EASTERN TIME) VIA BOX
	AT Price_P.xc6ngltv9ufq7lob@u.box.com
ADD ALTERNATES PRICE	
PROPOSAL FOR:	General Contracting Services for the UMBC Stadiums Upgrade Project – Add Alternates Price Proposal ONLY
NAME OF PROPOSER:	
alternates for this Project for which Add Alternates will be quoted price for each add al	nitting this Add Alternate Price Proposal, we are agreeing to complete the add rethe prices quoted above for each. We understand that the University will select accepted so our firm's Add Alternate Price Proposal is based on the individually ternate. We understand that this Add Alternate Price Proposal will remain in effect from the due date of the Add Alternate Price Proposal.
Schedule for the (a) Base Prices submit these MBE document	Alternates Price Proposal <u>mus</u> t include the <i>completed Part 3 – MBE Participation</i> ce Proposal and (b) a separate schedule for each of the add alternates; failure to ts with the Add Alternates Price Proposal is not curable and shall result in the gour firm to be not susceptible of award and our firm will not continue in this
by the University within the	price evaluation will include (a) Base Price Proposal and (b) Add Alternates selected University's project budget. The contract award will include the (i) Base Price es for the selected Project Add Alternates within the University's project budget.
the construction of the Proje Payment Bond is required up selected Add Alternates. We	ted Add Alternate Price Proposal includes the Prevailing Wages to be paid during etc. If we are the awarded firm, we understand that a 100% Performance & con the final execution of the Contract inclusive of the Base Price Proposal and the understand that the University reserves the right to award a contract (or contracts) ereof, as set forth in detail under the information furnished in the solicitation
•	d it is a condition precedent to acceptance of this Add Alternate Price Proposal, that party to any agreement to submit a fixed or uniform price and that the signatory is gate the Proposer.
	SIGNED:
	PRINTED NAME:
	TITLE:
	DATE:

STATE OF MARYLAND

DEPARTMENT OF LABOR
DIVISION OF LABOR AND INDUSTRY
PREVAILING WAGE SECTION
1100 N. Eutaw Street, Room 607
Baltimore, MD 21201
(410) 767-2342

01/27/2021

REQUEST FOR ADVERTISEMENT AND NOTICE TO PROCEED

Elizabeth Moss - Procurement Officer UMBC 1000 Hilltop Circle, 732 Baltimore, MD 21250

Re: Stadiums Upgrades Project
Project No: BC-21214-C

Enclosed please find the Prevailing Wage Determination and Instructions for Contractors for the project referenced above.

Upon advertisement for bid or proposal of this project, you are requested to submit to this office the date and name of publication in which such advertisement appeared.

Once awarded, you are further directed to submit to this office, the NOTICE TO PROCEED for the project, complete with the date of notice, the name of the general contractor, and the dollar amount of the project. In addition, we ask that a representative of the prevailing wage Unit be invited to attend the Pre-Construction Conference.

Sincerely,

Any questions concerning this matter may be referred to PrevailingWage@dllr.state.md.us

Enclosures
Wage Determination
Instruction for the Contractor
Prevailing Wage Unit

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PREVAILING WAGE INSTRUCTIONS FOR THE CONTRACTOR & SUBCONTRACTOR

The contractor shall electronically submit completed copies of certified payroll records to the Commissioner of Labor & Industry, Prevailing Wage Unit by going on-line to https://www.dllr.state.md.us/prevwage and following the instructions for submitting payroll information (NOTE: A contractor must register prior to submitting on-line certified payroll information).

If you have technical questions regarding electronic submittal, contact the Department at dldliprevailingwage-dllr@maryland.gov.

All certified payroll records shall have an accurate week beginning and ending date. The contractor shall be responsible for certifying and submitting to the Commissioner of Labor and Industry, Prevailing Wage Unit all of their subcontractors' payroll records covering work performed directly at the work site. By certifying the payroll records, the contractor is attesting to the fact that the wage rates contained in the payroll records are not less than those established by the Commissioner as set forth in the contract, the classification set forth for each worker or apprentice conforms with the work performed, and the contractor or subcontractor has complied with the provisions of the law.

A contractor or subcontractor may make deductions that are (1) required by law; (2) required by a collective bargaining agreement between a bona fide labor organization and the contractor or subcontractor; or (3) contained in a written agreement between an employee and an employer undertaken at the beginning of employment, if the agreement is submitted by the employer to the public body awarding the public work and is approved by the public body as fair and reasonable.

A contractor or subcontractor is required to submit information on-line on their fringe benefit packages including a list of fringe benefits for each craft employed by the contractor or subcontractor, by benefit and hourly amount. Where fringe benefits are paid in cash to the employee or to an approved plan, fund, or program, the contribution is required to be indicated.

Payroll records must be electronically submitted and received within 14 calendar days after the end of each payroll period. If the contractor is delinquent in submitting payroll records, processing of partial payment estimates may be held in abeyance pending receipt of the records. In addition, if the contractor is delinquent in submitting the payroll records, the contractor shall be liable to the contracting public body for liquidated damages. The liquidated damages are \$10.00 for each calendar day the records are late.

Only apprentices registered with the Maryland Apprenticeship and Training Council shall be employed on prevailing wage projects. Apprentices shall be paid a percentage of the determined journey person 's wage for the specific craft.

Overtime rates shall be paid by the contractor and any subcontractors under its contracts and agreements with their employees which in no event shall be less than time and one-half the prevailing hourly rate of wages for all hours worked in excess of ten (10) hours in any one calendar day; in excess of forty (40) hours per workweek; and work performed on Sundays and legal holidays.

Contractors and subcontractors employing a classification of worker for which a wage rate was not issued SHALL notify the Commissioner of Labor & Industry, Prevailing Wage Unit, for the purpose of obtaining the wage rate for said classification PRIOR TO BEING EMPLOYED on the project. To obtain a prevailing wage rate which was NOT listed on the Wage Determination, a contractor or subcontractor can look on the LABOR webpage under prevailing wage.

Contractors and subcontractors shall maintain a valid copy of proper State and county licenses that permit the contractor and a subcontractor to perform construction work in the State of Maryland. These licenses must be retained at the worksite and available for review upon request by the Commissioner of Labor and Industry's designee.

**Each contractor under a public work contract subject to Section 17-219 shall:

- 1. Post a clearly legible statement of each prevailing wage rate to be paid under the public work contract; and
- 2. Keep the statement posted during the full time that any employee is employed on the public work contract.
- 3. The statement of prevailing wage rates shall be posted in a prominent and easily accessible place at the site of the public work.

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**Penalty - Subject to Section 10-1001 of the State Government Article, the Commissioner may impose on a person that violates this section a civil penalty of up to \$50.00 per violation.

Under the Maryland Apprenticeship and Training Council requirements, consistent with proper supervision, training and continuity of employment and applicable provisions in collective bargaining agreements, a ratio of one journey person regularly employed to one apprentice shall be allowed. No deviation from this ratio shall be permitted without prior written approval from the Maryland Apprenticeship and Training Council.

Laborers may NOT assist mechanics in the performance of the mechanic's work, NOR USE TOOLS peculiar to established trades.

ALL contractors and subcontractors shall employ only competent workers and apprentices and may NOT employ any individual classified as a HELPER or TRAINEE on a prevailing wage project.

The State Apprenticeship and Training Fund (Fund) law provides that contractors and certain subcontractors performing work on certain public work contracts are required to make contributions toward apprenticeship. See §17-601 through 17-606, State Finance and Procurement, Annotated Code of Maryland. Contractors and subcontractors have three options where they can choose to make their contributions: (1) participate in a registered apprenticeship training program; (2) contribute to an organization that has a registered apprenticeship training program; or (3) contribute to the State Apprenticeship and Training Fund.

The Department of Labor (LABOR) is moving forward with final adoption of regulations. The regulations were published in the December 14, 2012 edition of the <u>Maryland Register</u>.

IMPORTANT: Please note that the obligations under this law will become effective on JULY1, 2013. This law will require that contractors and certain subcontractors make contributions toward apprenticeship and report those contributions on their certified payroll records that they submit pursuant to the prevailing wage law.

The Department is offering outreach seminars to any interested parties including contractors, trade associations, and any other stakeholders. Please contact the Department at <u>dldliprevailingwage-dllr@maryland.gov</u> or (410) 767-2968 for seminar times and locations. In addition, information regarding this law will be provided at pre-construction meetings for projects covered by the Prevailing Wage law.

For additional information, contact:
Division of Labor and Industry
Maryland Apprenticeship and Traning
1100 North Eutaw Street, Room 606
Baltimore, Maryland 21201
(410) 767-2246

E-Mail Address: matp@dllr.state.md.us.

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STATE OF MARYLAND

DEPARTMENT OF LABOR DIVISION OF LABOR AND INDUSTRY PREVAILING WAGE SECTION 1100 N. Eutaw Street, Room 607 Baltimore, MD 21201 (410) 767-2342

The wage rates to be paid laborers and mechanics for the locality described below is announced by order of Commissioner of Labor and Industry.

It is mandatory upon the successful bidder and any subcontractor under him, to pay not less than the specific rates to all workers employed by them in executing contracts in this locality. Reference: Annotated Code of Maryland State Finance and Procurement. Section 17-201 thru 17-226.

These wage rates were taken from the locality survey of 2020 for Baltimore County, issued pursuant to the Commissioner's authority under State Finance and Procurement Article Section 17-209, Annotated Code of Maryland or subsequent modification.

**Note: If additional Prevailing Wage Rates are needed for this project beyond those listed below, contact the Prevailing Wage Unit. Phone: (410) 767-2342, email: prevailingwage@dllr.state.md.us.

Name and Title of Requesting Officer: Elizabeth Moss - Procurement Officer

UMBC Department, Agency or Bureau:

Project Number

BC-21214-C

Determination Number

45926

1000 Hilltop Circle, 732 Baltimore, MD 21250

Location and Description of work:

Baltimore County: General Contractor services to provide new and upgraded outdoor athletic facilities across the University's sports complex, including ADA compliant pathways with site lighting, construction of a new fan amenities building, new dugouts, and restored and upgraded

grandstand.

Date of Issue: Jan 27, 2021 **BUILDING CONSTRUCTION**

CLASSIFICATION	MODIFICATION REASON	BASIC HOURLY RATE	BORROWED FROM	FRINGE BENEFIT PAYMENT
BALANCING TECHNICIAN	AD	\$31.42		\$8.71
BOILERMAKER	AD	\$41.17	003	\$24.65
BRICKLAYER	AD	\$33.00		\$12.34
CARPENTER	AD	\$26.66		\$15.10
CARPENTER - SHORING SCAFFOLD BUILDER	AD	\$26.66		\$15.10
CARPET LAYER	AD	\$30.18		\$13.40
CEMENT MASON	AD	\$26.07		\$11.28
COMMUNICATION INSTALLER TECHNICIAN	AD	\$28.63		\$15.87
DRYWALL - SPACKLING, TAPING, & FINISHING	AD	\$26.66		\$15.10
ELECTRICIAN	AD	\$38.75		\$18.96
ELEVATOR MECHANIC	AD	\$48.42		\$40.66

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FIRESTOPPER	AD	\$29.41		\$8.43	
GLAZIER	AD	\$36.40	510	\$6.35	
INSULATION WORKER	AD	\$38.01		\$17.62	
IRONWORKER - FENCE ERECTOR	AD	\$43.99	510	\$3.88	
IRONWORKER - ORNAMENTAL	AD	\$30.15		\$22.20	
IRONWORKER - REINFORCING	AD	\$26.10	510	\$22.35	
IRONWORKER - STRUCTURAL	AD	\$30.15		\$22.20	
MILLWRIGHT	AD	\$33.06		\$11.32	
PAINTER	AD	\$25.10	510	\$11.32	
PILEDRIVER	AD	\$32.63		\$15.65	
PLUMBER	AD	\$40.97		\$21.24	
POWER EQUIPMENT OPERATOR - BACKHOE	AD	\$31.03		\$13.17	
POWER EQUIPMENT OPERATOR - BROOM / SWEEPER	AD	\$28.95	510	\$12.10	
POWER EQUIPMENT OPERATOR - BULLDOZER	AD	\$31.03		\$13.17	
POWER EQUIPMENT OPERATOR - CRANE	AD	\$35.70		\$15.90	
POWER EQUIPMENT OPERATOR - DRILL - RIG	AD	\$31.03		\$13.17	
POWER EQUIPMENT OPERATOR - EXCAVATOR	AD	\$31.03		\$13.17	
POWER EQUIPMENT OPERATOR - FORKLIFT	AD	\$28.87		\$10.38	
POWER EQUIPMENT OPERATOR - GRADALL	AD	\$29.25	025	\$6.54	
POWER EQUIPMENT OPERATOR - GRADER	AD	\$31.03		\$13.17	
POWER EQUIPMENT OPERATOR - LOADER	AD	\$31.03		\$13.17	
POWER EQUIPMENT OPERATOR - MECHANIC	AD	\$31.03		\$13.17	
POWER EQUIPMENT OPERATOR - MILLING MACHINE	AD	\$29.85	510	\$12.10	
POWER EQUIPMENT OPERATOR - PAVER	AD	\$20.00		\$8.50	
POWER EQUIPMENT OPERATOR - ROLLER - ASPHALT	AD	\$28.95	510	\$12.10	
POWER EQUIPMENT OPERATOR - ROLLER - EARTH	AD	\$25.45		\$13.17	
POWER EQUIPMENT OPERATOR - SCREED	AD	\$30.00	510	\$11.80	
POWER EQUIPMENT OPERATOR - SKID STEER (BOBCAT)	AD	\$29.08		\$13.17	
RESILIENT FLOOR	AD	\$30.18		\$13.40	
ROOFER/WATERPROOFER	AD	\$30.85		\$13.82	
SHEETMETAL WORKER (INCLUDING METAL ROOFING)	AD	\$40.77		\$22.63	
SPRINKLERFITTER	AD	\$35.70		\$22.63	
STEAMFITTER/PIPEFITTER	AD	\$40.97		\$21.24	
STONE MASON	AD	\$39.76	510	\$19.04	
TILE & TERRAZZO FINISHER	AD	\$24.94		\$11.53	
TILE & TERRAZZO MECHANIC	AD	\$30.12		\$12.60	
TRUCK DRIVER - DUMP - ARTICULATING	AD	\$27.97	003	\$0.79	
TRUCK DRIVER - LOWBOY	AD	\$25.75	025	\$11.96	
TRUCK DRIVER - TACK/TAR TRUCK	AD	\$23.20	025	\$5.64	
LABORER GROUP II		400 -0		***	
LABORER - ASPHALT RAKER	AD	\$20.78		\$6.31	
LABORER - COMMON	AD	\$20.78		\$6.31	
LABORER - CONCRETE PUDDLER	AD	\$20.78		\$6.31	
LABORER - CONCRETE VIRBATOR	AD	\$20.78		\$6.31	
LABORER - CONCRETE VIBRATOR	AD	\$20.78		\$6.31	
LABORER - DENSITY GAUGE	AD	\$20.78		\$6.31	

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LABORER - FIREPROOFER - MIXER	AD	\$20.78	\$6.31
LABORER - FLAGGER	AD	\$20.78	\$6.31
LABORER - GRADE CHECKER	AD	\$20.78	\$6.31
LABORER - HAND ROLLER	AD	\$20.78	\$6.31
LABORER - JACKHAMMER	AD	\$20.78	\$6.31
LABORER - LANDSCAPING	AD	\$20.78	\$6.31
LABORER - LAYOUT	AD	\$20.78	\$6.31
LABORER - LUTEMAN	AD	\$20.78	\$6.31
LABORER - MORTAR MIXER	AD	\$20.78	\$6.31
LABORER - PLASTERER - HANDLER	AD	\$20.78	\$6.31
LABORER - TAMPER	AD	\$20.78	\$6.31
LABORERS GROUP I			
LABORER - AIR TOOL OPERATOR	AD	\$20.92	\$6.29
LABORER - ASPHALT PAVER	AD	\$20.92	\$6.29
LABORER - BLASTER - DYNAMITE	AD	\$20.92	\$6.29
LABORER - BURNER	AD	\$20.92	\$6.29
LABORER - CONCRETE SURFACER	AD	\$20.92	\$6.29
LABORER - HAZARDOUS MATERIAL HANDLER	AD	\$20.92	\$6.29
LABORER - MASON TENDER	AD	\$20.92	\$6.29
LABORER - PIPELAYER	AD	\$20.92	\$6.29
LABORER - SCAFFOLD BUILDER	AD	\$20.92	\$6.29

Incidental Craft Data: Caulker, Man Lift Operator, Rigger, Scaffold Builder, and Welder receive the wage and fringe rates prescribed for the craft performing the operation to which welding, scaffold building, rigging, operating a Man Lift, or caulking is incidental.

These **Informational Prevailing Wage Rates** may not be substituted for the requirements of pre-advertisement or onsite job posting for a public work contract that exceeds \$500,000 in value and either of the following criteria are met: (1) the contracting body is a unit of State government or an instrumentality of the State and there is any State funding for the project; or (2) the contracting body is a political subdivision, agency, person or entity (such as a county) and the State funds 50% or more of the project.

Modification Codes:

(AD) 17-209 Annual Determination from Survey Wage Data Received

(CH) 17-211 Commissioners' Hearing

(CR) 17-208 Commissioners' Review

(SR) 17-208 Survey Review by Staff

Each "Borrowed From" county is identified with the FIPS 3-digit county code unique for the specific jurisdiction in Maryland.

For additional information on the FIPS (Federal Information Processing Standard) code, see http://www.census.gov/datamap/fipslist/AllSt.txt

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The Prevailing Wage rates appearing on this form were originally derived from Maryland's annual Wage Survey. The Commissioner of Labor & Industry encourages all contractors and interested groups to participate in the voluntary Wage Survey, detailing wage rates paid to workers on various types of construction throughout Maryland.

A mail list of both street and email addresses is maintained by the Prevailing Wage Unit to enable up-to-date prevailing wage information, including Wage Survey notices to be sent to contractors and other interested parties. If you would like to be included in the mailing list, please forward (1) your Name, (2) the name of your company (if applicable), (3) your complete postal mailing address, (4) your email address and (5) your telephone number to PWMAILINGLIST@dllr.state.md.us. Requests for inclusion can also be mailed to: Prevailing Wage, 1100 N. Eutaw Street - Room 607, Baltimore MD 21201-2201.

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SECTION 00800

UNIVERSITY OF MARYLAND, BALTIMORE COUNTY AMENDMENTS TO THE UNIVERSITY OF MARYLAND, BALTIMORE STANDARD GENERAL CONDITIONS OF CONSTRUCTION CONTRACT DATED OCTOBER 12, 2020 FOR CONTRACTS WITH GENERAL CONTRACTORS 02/09/2021 REVISION

- 1. Table of Contents: Revise Section titles as follows:
 - "2.07 SHOP DRAWINGS" to read "2.07 SHOP DRAWINGS AND SUBMITTALS".
 - b. "4.12 AUTHORITY OF OFFICE OF ENVIRONMENTAL HEALTH AND SAFETY" to read

 "4.12 AUTHORITY OF OFFICE OF ENVIRONMENTAL SAFETY AND HEALTH".
- 2. General: Replace personal pronouns in the locations indicated below:
 - a. Revise "his" to read "its":
 - 1. Section 1.01 Definitions, Paragraph defining "Payment Bond and Performance Bond", Line 2 and line 3.
 - 2. Paragraph 1.03 C, Line 1.
 - 3. Paragraph 2.01 B, Line 2.
 - 4. Paragraph 4.05 A, Line 1.
 - 5. Paragraph 5.02 A, Line 6; and 5.02 C, Line 1.
 - 6. Paragraph 6.15 E, Line 2.
 - 7. Paragraph 7.06 A, Line 1; and 7.06 D, Line 2.
 - 8. Paragraph 7.11 C, Line 7; and 7.11 G, Line 3.
 - 9. Paragraph 7.12 A, Line 9.
 - 10. Paragraph 7.13 B, Line 1.
 - 11. Paragraph 7.18 B, Line 5.
 - 12. Subparagraph 8.02 A (8), Line 1; and 8.02 C (6), Line 7.
 - 13. Section 8.03, Line 1.
 - 14. Paragraph 8.10 B, Line 1.
 - 15. Paragraph 9.01 D, Line 1; and 9.01 I, Line 1 ("its" organization).
 - 16. Paragraph 9.03 B, Line 2.
 - 17. Paragraph 9.04 A, Line 3.
 - 18. Subparagraphs 9.04 B (4), Line 1; and 9.04 C (2), Line 2; and 9.04 C (4), Line 1; and 9.04 C (7), Line 2.
 - 19. Paragraph 9.05 A, Line 2.
 - 20. Subparagraph 9.05 C (6), Line 3.

- b. Revise "his" to read "the Contractor's":
 - 1. Paragraph 1.03 A, Line 1; and 1.03 B, Line 1 and 2.
 - 2. Subparagraph 1.03 E (3), Line 2.
 - 3. Paragraph 4.03 A, Line 4.
 - 4. Paragraph 6.08 A, Line 4.
 - 5. Paragraph 7.11 C, Line 2; and 7.11 K, Line 5.
 - 6. Paragraph 7.12 A, Line 4 and Line 10.
 - 7. Paragraph 8.01 E, Line 7.
- c. Revise "his" to read "the Procurement Officer's":
 - 1. Section 6.17, Line 11.
 - 2. Paragraph 7.09 B, Line 3.
 - 3. Subparagraph 7.12 D (2), Line 5 and Line 6.
- d. Revise "his" to read "their":
 - 1. Paragraph 9.01 A, Line 4.
 - 2. Paragraph 9.01 I, Line 2 ("their" other duties).
 - 3. Section 9.08, Line 4.
- e. Revise "he" to read "the Contractor":
 - 1. Section 1.01 Definitions, Paragraph defining "Notice to Proceed", Line 1.
 - 2. Section 1.01 Definitions, Paragraph defining "Payment Bond and Performance Bond", Line 3.
 - 3. Paragraph 1.03 A, Line 1.
 - 4. Paragraph 2.05 B, Line 2.
 - 5. Subparagraph 2.06 A (2), Line 10.
 - 6. Section 3.04, Line 1 and line 6.
 - 7. Paragraph 4.04 A, Line 2, Line 4, and Line 5.
 - 8. Paragraph 5.01 A, Line 3; and 5.01 G, Line 2.
 - 9. Subparagraph 5.02 D (2), Line 1.
 - 10. Paragraph 5.03 A, Line 2.
 - 11. Paragraph 6.01 E, Line 2.
 - 12. Section 6.03, Line 1 and Line 7.
 - 13. Paragraph 6.16 A, Line 2.
 - 14. Paragraph 7.11 G, Line 4.
 - 15. Paragraph 7.12 A, Line 9.
 - 16. Paragraph 7.17 C, Line 1.
 - 17. Subparagraph 8.01 E (1), Line 2.
 - 18. Paragraph 9.01 H, Line 3.
 - 19. Paragraph 9.03 B, Line 1 and Line 2.

- f. Revise "he" to read "it" in Paragraph 2.01 B, Line 2.
- g. Revise "he" to read "the Procurement Officer":
 - 1. Paragraph 3.03 A, Line 6.
 - 2. Paragraph 7.09 A, Line 2.
 - 3. Subparagraph 7.11 B (5), Line 3.
- h. Revise "he" to read "**the Architect**" in Paragraph 4.01 A, Line 2, Line 3, Line 4, and Line 6 (twice).
- i. Revise "he" to read "the Inspector" in Paragraph 4.06 A, Line 4, Line 5, and Line 7.
- j. Revise "he" to read "**the Superintendent**" in Paragraph 9.01 G, Line 29.
- k. Revise "himself to read "**itself**" in Section 3.04, Line 1, Line 7, and Line 11.
- I. Revise "him" to read "the Contractor":
 - 1. Section 1.01 Definitions; Paragraph defining "Contract", Line 3.
 - 2. Section 3.04, Line 11.
 - 3. Section 3.05, Line 3.
 - 4. Paragraph 4.03 B, Line 5.
 - 5. Paragraph 4.05 A, Line 4.
 - 6. Paragraph 5.06 C, Line 2.
 - 7. Section 7.10, Line 2.
 - 8. Section 7.16, Line 1.
 - 9. Subparagraph 8.02 A (2), Line 4.
 - 10. Section 9.02 E, Line 8.
 - 11. Section 9.03 B, Line 3.
 - 12. Subparagraph 9.04 C.2, Line 4.
- m. Revise "him" to read "**the entity**" in Section 1.01 Definitions, Paragraph defining "Written Notice", Line 3.
- n. Revise "him" to read "the Procurement Officer" in Paragraph 7.11 C, Line 8.
- o. Revise "him" to read "the subcontractor" in Subparagraph 9.04 C.2, Line 3.
- 3. Section 1.01 Definitions: Add the following defined term and definition:
 - b. UMBC: University of Maryland, Baltimore County.
- 4. Section 1.01 Definitions: Revise "Related Sections" and its definition to read:

"Related Requirements" – A phrase used in the specifications to identify documents or other specification sections with specific information that the reader might expect to find in this Section, but is specified elsewhere. The purpose of this cross referencing is for information only. Coordination of the Work is the duty of the Contractor.

5. Paragraph 1.03 D: Delete second sentence regarding Contractor's Confined Space Program. Safety requirements are included elsewhere in the Contract Documents.

6. Subparagraph 1.03 E (2): Revise second sentence to read:

The Contractor shall not cut or otherwise alter the work of the University and of such separate contractor **unless so directed and authorized in writing by the University.**

- 7. Subparagraph 1.03 G (1):
 - a. In line 3, revise "University and any Client University" to read:

University of Maryland, Baltimore and the University of Maryland, Baltimore County

b. In line 23, revise "University, the State, and the Client University," to read:

University of Maryland, Baltimore; the University of Maryland, Baltimore County; and the State:

- 8. Section 2.02:
 - a. Revise the title of this Section to "Execution of Contract"
 - b. Delete the first paragraph in its entirety and replace with the following:

The University's Department of Procurement and Strategic Sourcing shall forward the formal contract and other applicable contract forms (including, but not limited to, Contract Affidavit, Minority Business Enterprise forms per the solicitation, and Performance and Payment Bond forms) to the Contractor for signature. The signed Contract and applicable forms and required insurance certificates/ documents are to be provided to the Procurement Officer within ten (10) days after receipt of the Contract.

- c, Delete the second paragraph in its entirety and replace with the following:

 After receipt of the properly executed contract forms, and other applicable forms, the Department of Procurement & Strategic Sourcing will execute the Contract and forward the Contractor a copy.
- d. Delete the following from the third paragraph: "and/or Contract Amendment".
- 9. Paragraph 2.04 D: In line 2, revise "UMB's Department of Procurement Services" to read:

University's Department of Procurement and Strategic Sourcing

- 10. Subparagraph 2.06 A (1): In line 4, revise "Document" to read "Documents".
- 11. Subparagraph 2.06 A (4): Starting in line 2, add the following sentence:

Portions of the Contract Documents may be distributed by the University in electronic format. Such electronic distribution shall identify the applicable portions of the Contract Documents.

- 12. Subparagraph 2.06 A (7)(d): Revise "Divisions 1 through 16" to read "Divisions 01 through 48".
- 13. Subparagraph 2.06 B (1): Revise subparagraph to read:

Copies Furnished: The University will furnish the Contractor with electronic copies of the drawings and specifications in PDF format. Refer to Division 01 General Requirements of individual projects for terms, conditions, and availability of construction documents in other formats.

14. Section 2.07 SHOP DRAWINGS: Revise title of Section to read:

SHOP DRAWINGS AND SUBMITTALS

15. Paragraph 2.07 A: Revise paragraph to read:

After checking and verifying field measurements and after complying with applicable procedures specified in the Contract Documents, Contractor shall submit shop drawings and other submittals to the Architect for review and approval. Submit in accordance with Contractor's schedule. Shop drawings and other submittals shall bear a stamp or specific written indication that Contractor has satisfied their responsibility under the Contract Documents with respect to the review of such submissions. The data on shop drawings or other submittals must be complete with respect to quantities, dimensions, specified performance and/or design criteria, materials and similar data to enable the Architect to review the information as required. These documents shall be prepared in conformity with the best practice and standards for the trade concerned. Due regard shall be given to speed and economy of fabrication and erection.

16. Paragraph 2.07 B: Revise paragraph to read:

Shop drawings and other submittals must show the name of the project and the University project number.

17. Paragraph 2.07 C: Revise paragraph to read:

Size of Drawings: Shop drawings and details submitted to the Architect for approval shall be provided on sheets that are of a size comparable to the size provided by the Architect. Drawings shall be of a logical order and legible. Shop detail provided on a letter-size sheet (8-1/2 by 11-inches) is acceptable for small schedules and details.

- 18. Paragraph 2.07 E: Delete paragraph regarding number of copies required.
- 19. Paragraph 2.07 F: In line 1, revise "shop drawings" to read "shop drawings and other submittals".
- 20. Paragraph 2.07 H: In line 2 and line 3, revise "drawings" to read "**shop drawings or other submittals**".
- 21. Paragraph 2.07 I: In line 3, revise "drawings" to read "shop drawings and other submittals".
- 22. Paragraph 2.07 J: In line 2 and line 3, revise "shop drawings" to read "shop drawings or other submittals".
- 23. Paragraph 2.07 J: In line 5 and 6, revise "within five (5) days of the additional or less cost involved" to read:
 - "within 5-days of receiving the rejection or notation on the shop drawing or submittal."
- 24. Section 3.01 INTENT OF THE CONTRACT DOCUMENTS: Beginning on line 2, add the following sentence:

The intent of the Contract Documents includes provisions of Section 2.06 CONTRACT DOCUMENTS.

- 25. Paragraph 3.06 (Changes in the Work) (G): In line 5, change \$2,000.00 to \$5,000.00
- 26. Paragraph 4.01 A:
 - a. In line 2, revise "drawings" to read "drawings or specifications".
 - b. In line 8, revise "insure" to read "ensure".
- 27. Paragraph 4.04 A: In line 5, add the following after "discover":

and request an interpretation.

28. Paragraph 4.04 B: In line 1, Revise "every other week" to read "as indicated".

- 29. Paragraph 4.06 D: Delete the last sentence regarding "any work performed during the inspector's absence".
- 30. Paragraph 4.09 B: Starting in line 1, revise the second sentence to read:

The Contractor shall use all reasonable precautionary measures to avoid damage or loss that might result from accumulations of water. Concentrations of drainage shall be diverted or dispensed when necessary to prevent damage to excavation, embankments, surfaces, structures, or property.

31. Section 4.12 Authority of Office of Environmental Health and Safety: Revise section to read:

4.12 AUTHORITY OF UNIVERSITY OFFICE OF ENVIRNOMENTAL SAFETY AND HEALTH

- A. The University Office of Environmental Safety and Health (ESH) provides various services and tools to support a healthy and safe environment for the university community. ESH is authorized to inspect the work being performed and materials being furnished. In the event ESH learns of an unsafe condition, ESH is authorized to suspend the work (after notice to the Procurement Officer) until the unsafe condition is cured by the Contractor. Unsafe condition shall mean any practice or physical condition that represents a significant risk of injury or property damage.
- B. When confined space work is required, Contractor shall submit proof of a Confined Space Program to the University Office of Environmental Safety and Health.
- C. Contractor shall submit a Fall Protection and Prevention Plan to the University Office of Environmental Safety and Health not less than 10-days before commencing work involving fall hazards. The Fall Protection and Prevention Plan shall be site specific and address fall hazards in the work place during different phases of construction. Contractor shall provide a Fall Protection and Prevention Plan prepared and signed by a qualified person who, by possession of a recognized degree, certificate or professional standing, or who by extensive knowledge, training and experience, has successfully demonstrated their ability to solve or resolve problems relating to fall prevention and protection. Plan shall Include fall protection and prevention systems, equipment and methods employed for each phase of work, roles and responsibilities, assisted rescue, self-rescue and evacuation procedures, training requirements, and monitoring methods. Keep and maintain the accepted Fall Protection and Prevention Plan documentation at the job site for the duration of the project.
- 32. Paragraph 4.13 A: Revise paragraph to read:

Provide identification badges or other means acceptable to the University to visibly identify employees and subcontractors at the project site.

33. Paragraph 4.13 B: Revise paragraph to read:

Commercial vehicles and mobile equipment shall be clearly identified on both sides of the vehicle or equipment with the name of its owner or operator.

34. Paragraph 4.13 C: Add this paragraph as follows: (as UMB GCs do not have a 4.13C any longer)

The Contractor shall require its personnel and trade contractors' personnel to wear identification badges at all times on campus.

35. Section 4.15 Parking: Revise section to read:

Parking of employees of the Contractor and their subcontractors shall be the responsibility of the Contractor and their subcontractors. Follow parking rules of the University for Contractor parking.

35. Section 4.16 Keys: Revise Section to read:

For temporary use of University keys, Contractor shall follow University procedures for key control and temporary usage. University keys are required to be signed-out and returned on a daily basis.

- 36. Section 4.17 Press Releases: In line 2, revise "UMB" to read "University" (twice).
- 37. Paragraph 5.01 H: Revise paragraph to read:

When no specification is cited and the quality, processing, composition, or method of installation of an element of work is only generally referred to, the Contractor shall notify the Architect and request a clarification as necessary for the proper execution of the Work.

38. Paragraph 5.01 I: Revise paragraph to read:

Safety Data Sheets: The Contractor shall provide the University Office of ESH with Safety Data Sheets (SDSs) for products and materials which contain hazardous chemicals subject to OSHA Hazard Communication Standard (HCS) (29 CFR 1910.1200(g)). Contractor shall submit a binder of applicable SDSs within 45-days of issuance of the Notice-to-Proceed. Contractor shall ensure that the SDSs are readily accessible to workers and University representatives for all hazardous chemicals in the workplace. In the event that the University Office of ESH has questions arising from any SDS, the University Office of ESH has the right to contact the Contractor, vendor, or manufacturer of the product or material in question.

- 39. Paragraph 5.02 C: In line 1, revise "confirm" to read "**confine**".
- 40. Paragraph 5.09 C: In line 2, revise "EHS" to read "University Office of ESH".
- 41. Paragraph 6.01 A: In line 6, revise "University, and any Client University" to read "University of Maryland, Baltimore and the University of Maryland, Baltimore County".
- 42. Paragraph 6.02 A: In line 4, revise "Cutting and Welding permit" to read "Hot Work Permit".
- 43. Paragraph 6.02 C: In lines 1 and 2, delete "(i.e., Air and Radiation Management Administration boiler permits, etc.)".
- 44. Paragraph 6.02 D: Revise paragraph to read:

Before starting work involving welding, burning, brazing, open flames, or similar activities producing heat or sparks, obtain a Hot Work Permit from University Office of Environmental Safety and Health. Hot Work Permit must be requested not less than two full working days prior to the requested work. Post a copy of the Hot Work Permit near the location of the work involved. Notify the University Office of Environmental Safety and Health when work under the permit is completed.

- 45. Section 6.03:
 - a. In line 2, revise "University, and any Client University" to read "University of Maryland, Baltimore and the University of Maryland, Baltimore County".
 - b. In line 3 and 4, delete "or Client University" and replace with University of Maryland, Baltimore and the University of Maryland, Baltimore County.
- 46. Paragraph 6.04 C:
 - a. In line 2, revise "the reserves" to read "the University reserves".
 - b. In line 3, revise "by the in" to read "by the University in".
- 47. Paragraph 6.04 E: In line 5, revise "University's" to read "University".

48. Paragraph 6.05 A:

- a. In lines 1, 2, 3, and 4, delete "by the Contractor in connection solely with Worker's or Workmen's Compensation Insurance and from and after the execution of the Contract Amendment by the Contractor in connection with all insurance enumerated in this Section 6.05A"
- b. In line 10, revise "any Client University" to read "the University of Maryland, Baltimore County".
- c. In line 11, revise "insured's" to read "insureds".
- d. Beginning in line 14, delete sentence starting with "all insurance except . . . ".
- 49. Paragraph 6.06 A:
 - a. In line 2, revise "any Client University" to read "the University of Maryland, Baltimore County".
 - b. In line 5, revise "the Client University" to read "the University of Maryland, Baltimore County.".
- 50. Paragraph 6.08 C: In line 1, revise "insure" to read "ensure".
- 51. (Delete as Section 6.22 (Reciprocity) has been "intentionally omitted."
- 52. Section 7.02 A: In line 1, add "Where indicated in the specifications," to the beginning of the first sentence and delete "For all University construction contracts over \$50,000.".
- 53. Paragraph 7.05 C: In line 3, revise "will" to read "shall".
- 54. Deleted as there is no line with "if is" in it.
- 55. Paragraph 7.07 A: Starting in line 3, revise "unless otherwise agreed to in writing by the Procurement Officer in consultation with the University's Project Manager" to read: **unless otherwise stated in the specifications**
- 56. Paragraph 7.07 F:
 - a. In line 9, revise "review and the" to read "reviewed at the".
 - b. In line 11, revise "to be in attendance" to read "to be notified".
- 57. Paragraph 7.11 A: In line 4, delete ", a Client University,".
- 58. Paragraph 7.11 K: Starting in line 6, revise "word terminate" to read "work terminated".
- 59. Paragraph 7.17 B: In line 2, revise "operator" to read "operate".
- 60. Paragraph 8.01 A: In line 6, revise "will" to read "shall".
- 61. Paragraph 8.02 B:
 - a. In line 2, revise "Subcontractor" to read "Contractor".
 - b. Beginning in line 3, revise "Subcontractor's representative and the Architect" to read "Contractor's representative and the University".
- 62. Paragraph 8.02 C: In line 2, revise "Subcontractor" to read "Contractor".
- 63. Subparagraph 8.02 C (6): In line 6, revise "Subcontractor" to read "Contractor".
- 64. Section 8.03: In line 6, delete "(through subcontractors)".
- 65. Paragraph 8.04 A: Starting in line 3, revise second sentence to read:

In approving such partial payments, there shall be retained five percent (5%) of the estimated amount due until completion and acceptance of all work covered by the contract.

66. Paragraph 8.04 B: Revise paragraph to read:

The Contractor shall use application for payment forms acceptable to the University.

- 67. Section 8.05: In line 1, revise "injured or done" to read "injured or not done".
- 68. Subparagraph 8.06 A (7): In line 2, revise "University of the State or claim by" to read:

"University or the State or claimed by".

- 69. Subparagraph 8.06 A (10): Delete "and Section 400 of the RFP".
- 70. Paragraph 8.07 A: Starting in line 3, revise "The Contractor shall have promptly replaced and reexecuted his own work" to read:

"The Contractor shall promptly replace and re-execute condemned materials and work."

- 71. Subparagraph 9.01 E (2): In line 3, revise "new or cold" to read "new or old".
- 72. Subparagraph 9.01 E (3): in Line 4, revise ""Work" management" to read:

""Work" or management".

- 73. Language revised and no long includes "or the at State".
- 74. Paragraph 9.02 E: In line 1, delete "insofar as possible," which is repeated from line 1.
- 75. Subparagraph 9.02 G (12): In Line 1, revise "insure" to read "ensure".
- 76. Paragraph 9.03 C: In line 2, revise "ant tier," to read "any tier".
- 77. Paragraph 9.06 B: Revise to read as follows:

The Contractor shall electronically submit completed copies of certified payroll records to the Commissioner of Labor & Industry, Prevailing Wage Unit in accordance with current instructions from the Prevailing Wage Unit. The Contractor shall be responsible for certifying and submitting to the Commissioner of Labor and Industry, Prevailing Wage Unit all their subcontractors' payroll records covering work performed directly at the work site. By certifying the payroll records, the Contractor is attesting to the fact that the wage rates contained in the payroll records are not less than those established by the Commissioner as set forth in the contract, the classification set forth for each worker or apprentice conforms with the work performed, and the contractor or subcontractor has complied with the provisions of the law.

78. Paragraph 9.06 C: Revise to read as follows:

Payroll records must be electronically submitted and received by the Prevailing Wage Unit within 14 calendar days after the end of each payroll period. If the Contractor is delinquent in submitting payroll records, processing of partial payment estimates may be held in abeyance pending receipt of the records by the Commissioner of Labor and Industry, Prevailing Wage Unit. In addition, if the Contractor is delinquent in submitting the payroll records, the Contractor shall be liable to the University for liquidated damages. Liquidated damages are \$10.00 for each calendar day the records are late.

79. <u>APPRENTICESHIP REQUIREMENTS FOR PUBLIC WORKS CONTRACTS (9.07):</u> This section is deleted and replaced with the following:

"The Contractor and its subcontractors shall comply with the Apprenticeship Requirements for Public Works Contracts per the Maryland Department of Labor, Licensing and Regulations, as applicable."

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