

ACDS

Arundel Community Development Services, Inc.

**GENERAL CONTRACTOR
REQUIREMENTS AND PROCEDURES
FOR THE**

PROPERTY REPAIR PROGRAM

**PROPERTY REHABILITATION
PROGRAM**

**GROUP HOME REHABILITATION
PROGRAM**

**ACQUISITION/REHABILITATION
PROGRAM**

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GENERAL CONTRACTOR REQUIREMENTS AND PROCEDURES

I. OVERVIEW

To be eligible to bid on construction contracts offered by Arundel Community Development Services, Inc. (ACDS) interested construction contractors must provide evidence that they are properly licensed, insured and qualified to provide general contracting services. Contractor's submissions will be reviewed by ACDS and firms meeting the requirements will be placed on the ACDS bidders list and permitted to bid on construction contracts made available through various ACDS programs, subject to the terms and conditions stated herein.

II. SUBMISSION REQUIREMENTS

In order to be placed on the ACDS bidders list, the contractor must submit the following items.

1. Contractor's Qualification Application
Complete and sign the Contractor's Qualification Application. The information provided on this application will be reviewed and verified. In addition, references will be called.
2. Contractor Certifications
Please review the Contractor Certifications form and sign if in fact you agree with the certifications.
3. Corporate Resolution
If your company is incorporated you must complete the Corporate Resolution.
4. Partnership Agreement
If the business is a partnership, you must provide a copy of the partnership agreement with your application.
5. Minority and Women-Owned Business Enterprise
If the contractor is a business enterprise that is 50 percent or greater owned by a minority or women-owned business, please complete the Minority and Women-Owned Business Enterprise Identification Statement.
6. Insurance
The contractor shall furnish insurance certificates showing the type, amount, class of operation and effective dates of expiration of policies. The certificates shall substantially contain the following statement: The insurance covered by this certification shall not be canceled or materially altered, except after thirty (30) consecutive calendar days from when a written notice has been delivered to Arundel Community Development Services, Inc. Arundel Community Development Services, Inc., and its agents, employees and officers, shall be

named as an additional insured in all insurance policies on a primary basis and provide ACDS with an additional insured form number CG 20 10 11 85, or its equivalency, as required for this project, except for worker's compensation and automobile liability policies. Additional insured status to remain in effect for the term of the contract, including the warranty period.

The contractor and all subcontractors employed by the contractor shall purchase and maintain insurance protecting them from claims under worker's compensation acts and other employee benefits acts and from claims for damages to property arising out of, or resulting from, the contractor's operations, whether such operations be by the contractor or by any subcontractor's operations or anyone directly or indirectly employed by any of them. The contractor shall furnish evidence of at least the following amount of insurance coverage for their firm:

- (1) commercial general liability insurance with minimum limits of coverage at \$1,000,000 Each Occurrence (Bodily Injury or Property Damage), \$2,000,000 General Aggregate that applies on a per project basis, \$2,000,000 Products/Completed Operations Aggregate and \$1,000,000 Per Person or Organization (Personal and Advertising Injury).
- (2) automobile liability insurance with at least \$1,000,000 combined single limit coverage to include owned, non-owned and hired automobiles in compliance with and as required by the laws of Maryland; and
- (3) worker's compensation and other employee benefits in compliance with and as required by the laws of Maryland.

7. Federal W-9 Form

All applicants must complete a Federal W-9 Form, providing their federal employer identification number (EIN) or their social security number. The contractor may also go online to <http://www.irs.gov/pub/irs-paf/f29.pdf> for a blank W-9 form.

III. PROCESS

Once a complete application has been received, ACDS staff will review the application and verify information submitted. When this task has been completed and the application approved, the contractor will be placed on the bidders list. Once placed on this list, the contractor will be notified of all bidding opportunities and may bid on any construction job available through the applicable ACDS programs.

Once placed on the bidders list, the contractor will be considered to be in a probationary period until they have successfully completed their first construction contract. ACDS will consider the contract completed once the contractor, in the sole discretion of ACDS, has successfully completed the job and has adhered to the terms and conditions of the contract, and final payment has been disbursed. During the probationary period, a contractor may not execute any other construction contracts with ACDS.

After the probationary period, in order to remain on the bidders list, the contractor must (i) continue to perform in a timely and professional manner, (ii) remain in good standing with the Maryland Home Improvement Commission, and (iii) maintain and provide updated evidence of insurance coverage in the amounts required by ACDS.

IV. SUSPENSION OR TERMINATION OF BIDDING PRIVILEGES

Contractor's bidding privileges may be suspended by ACDS if any of the terms of a construction contract are violated, if the contractor performs unacceptable workmanship or installs inferior materials, or if there is a validated written complaint from a property owner. The term and conditions of the suspension will be based on a review of the complaint, the contractor's response to the complaint, and the contractor's previous performance history with ACDS. In certain instances, ACDS may file and/or assist the property owner with the filing of a complaint with the Maryland Home Improvement Commission.

If a decision is made to suspend the contractor, the contractor will be notified by a correspondence sent by registered mail to their last known address. The correspondence will state the length of time for which the contractor is suspended and any conditions which must be met in order for bidding privileges to be reinstated.

If a suspended contractor fails to make restitution or remedy a problem within the designated period from the date of written notification, or if there are repeated occurrences of substantiated written property owner complaints, the contractor will be removed from the list of eligible bidders and their bidding privileges will be terminated. This means the contractor may not be awarded any future contract including contracts as a preferred contractor.

Contractor's may not perform any work and their bidding privileges shall be suspended if any of the herein described insurance requirements expire. ACDS will notify a contractor in writing if their bidding privileges have been suspended for expired insurance. The contractor will have 30 consecutive calendar days from the date of the letter to provide updated insurance certificates. If the firm does not provide evidence that their insurance is current within 30 consecutive calendar days, the firm will need to reapply to be placed back on the ACDS eligible bidder's list.

ACDS reserves the right, at its sole discretion, to terminate a contractor's bidding privileges when it is in the best interest of ACDS.

V. BIDDING PROCEDURES

- A. Work Write-Up. The scope of work will be detailed and specified in a work write-up, prepared by ACDS, on an item-by-item basis (including any necessary floor plan sketches or other attachments). The work write-up will describe the type of work and material required. Where quantities are given, they shall be as accurate as possible but the actual quantity may vary. In some instances, it may be necessary to estimate the quantity required since the actual quantity cannot be determined until work is underway. The work write-up will not be revised or modified during the bidding process; therefore, bidders shall base their bid amounts on the quantity identified in the work write-up. If actual quantity amount is determined to be greater than 10 percent above or 10 percent below the stated quantity, the quantity amount may be adjusted accordingly through a written post bid addendum or a change order.
- B. Notice to Contractors. All contractors on the ACDS bidders list will be notified by e-mail as to construction contracts being competitively bid through the Property Rehabilitation Program, Property Repair Program, Group Home Rehabilitation Program and the Acquisition/Rehabilitation Program.
- C. Walk-Through. The Construction Specialist will conduct the walk-through for interested contractors to describe the scope of work and to answer any questions that may arise. A work write-up will be e-mailed to all contractors on the ACDS eligible bidder's list and will be provided to interested contractors attending the walk-through. Any contractor unable to attend a walk-through may contact the property owner directly to make an appointment to inspect the property after the scheduled walk-through. If there are any questions regarding the work write-up, interested contractors should contact the Construction Specialist responsible for the case.
- D. Bid Opening. Unless otherwise notified, bid opening will occur at 12:00 noon on Fridays. When a holiday falls on a Friday, the bid opening will occur on the following business day at 12:00 noon. All proposals submitted in a timely manner will be publicly opened and listed on a bid record. Contractor proposals must be received at the office of ACDS prior to the scheduled bid due date and time. *Proposals received after the bid due date and time will not be accepted by ACDS under any circumstances.* In order to be accepted, proposals must be submitted on the contractor's letterhead and dated and signed by an authorized officer of the firm. The proposals must be submitted in a sealed envelope labeled with the property owner's name, and the word "Bid" clearly marked on the envelope. Contractors must provide a lump sum cost based on all the work contained in the work write-up without substitutions or additions. To be considered an acceptable proposal for the Property Rehabilitation Program and Property Repair, the contractor's bid amount can not be more than 10 percent above the Construction Specialist's cost estimate referred to as the upper limit. Any bid amount above the upper limit will not be considered acceptable. All bids that are received will be listed on the bid record.

For Property Rehabilitation Program and Property Repair Program cases, all contractor proposals that are below the upper limit will be considered acceptable. If all contract bid amounts exceed the upper limit, ACDS will review the Construction Specialist's cost estimate to ensure its accuracy. If the Construction Specialist's cost estimate is found to be accurate, all the bidders will be requested to accept the upper limit amount. Contractor's that accept the upper limit will be identified on the bid record. If none of the contractors accept the upper limit, the construction contract will not be awarded and the case may be rebid.

- E. Contract Award. For Group Home Rehabilitation Program and Acquisition/Rehabilitation Program contracts, the property owner shall award the construction contract to the responsive bidder who submits the lowest bid amount as determined through a competitive, sealed bid process. If all the bids received are above the estimated cost or the upper limit, the lowest bidder will be asked to accept the estimated cost or upper limit. If the lowest bidder does not accept the estimated cost or upper limit, the next lower bidder will be asked and so on for each of the respective bidders.

For Property Rehabilitation Program and Property Repair Program contracts, the homeowner may select any one of the contractors who submits an acceptable bid. Immediately after the bid opening, all contractor proposals and the bid record will be forwarded to the homeowner for review. ACDS will not influence or assist the homeowner in the selection of a contractor; however, they will encourage the homeowner to interview contractors and to ask the contractor a series of questions. A standardized list of interview questions will be provided to the homeowner. Prior to contractor selection, bidders may contact the homeowner to introduce themselves and to demonstrate qualifications through the provision of references and the use of pictures or brochures to demonstrate comparable experience. The property homeowner will award the construction contract by selecting a contractor, signing the bid record and returning the form to ACDS.

If a contractor has been found to be offering inducements to the property owner during the selection process, the contractor's bidding privileges will be immediately terminated.

The property owner has the right to reject all bids and request that the work write-up be modified and/or the case be rebid a reasonable number of times using the above guidelines.

If the property owner wants to select a contractor with a bid that exceeds the upper limit, the property owner must deposit with ACDS the difference between the bid amount and the upper limit prior to execution of the construction contract.

Any contractor proposal which exceeds the case upper limit, will be considered unacceptable and the contractor will not be considered eligible to be selected for award of the contract. Contractors that submit an unacceptable proposal are not

permitted to initiate contact with the property owner. Any contractor who contacts a property owner after their proposal has been determined unacceptable will be considered to be offering an inducement to the property owner and their ACDS bidding privileges will be terminated. In addition, contractors on the eligible to bid list that do not participate in the case competitive bidding process may not initiate contact with a property owner in an effort to be selected as a preferred contractor. Contractor's who initiate such contact with the property owner will immediately have their ACDS bidding privileges terminated.

A contractor may withdraw a proposal for any reason within forty-eight (48) business hours following the bid opening.

The contractor's MHIC license or new home builder's registration must be in good standing prior to a contractor entering into any construction contract.

- F. Preferred Contractor. A homeowner receiving assistance through the Property Rehabilitation Program or Property Repair Program may request that a bid be secured by a "preferred" contractor. A preferred contractor must be an approved contractor and listed on the eligible to bid list before they will be awarded a construction contract.

When the homeowner requests a preferred contractor, a walk-through will be scheduled with the preferred contractor and the homeowner. The contractor will be requested to submit a sealed proposal which will be opened by ACDS and recorded on a bid record, marked preferred contractor. If the contractor's bid is determined to be acceptable, ACDS will mark the proposal as acceptable on the bid record and the homeowner must sign the bid record to select the preferred contractor. If the contractor's bid exceeds the upper limit, the contractor may elect to take the construction contract at the upper limit amount.

- G. Open-End Contracts. In some instances ACDS or the homeowner may require the services of only a specific trade. ACDS will periodically solicit the services of trade contractors through a competitive bid process. Trade firms will be selected based upon the criteria identified in the solicitation and will be offered open-end contracts with ACDS. Firms with open-end contracts will be placed on a list of firms to be notified when trade services are required. Award of these contracts will be to the trade firm that is determined to be most advantageous for ACDS or the homeowner. In some instances, contracts may be awarded based solely on the terms of the open-end contracts.

VI. CONTRACT PROCEDURES

- A. Construction Contract. Once the contractor has been selected, the Construction Specialist will prepare the Construction Contract. The Construction Contract

shall include the work write-up, contractor's proposal, lead-based paint risk assessment, and applicable federal contract requirements.

- B. Contract Signing Meeting. With the Property Rehabilitation Program, Property Repair Program and the Group Home Rehabilitation Program, after the property owner has signed and returned the bid record to ACDS indicating their choice of contractor, the selected contractor will be notified and a construction contract signing meeting will be scheduled with the property owner, contractor and the Construction Specialist. Prior to the contract signing meeting, the selected contractor must submit to the Construction Specialist a line item costed write-up for review and acceptance. During the contract signing meeting, the Construction Specialist will review the work write-up and the construction contract to ensure the property owner and contractor thoroughly understand the requirements of the work. At this meeting, the property owner shall initial each page of the work write-up and the construction contract, and the contractor shall sign the construction contract. The property owner will not sign the construction contract until settlement on the financing occurs.
- C. Order to Proceed. The construction contract will not be binding and work may not commence until it is approved for funding and signed by the ACDS Executive Director and an order to proceed is issued. A copy of the approved construction contract, work write-up, and order to proceed shall be mailed or provided to the contractor and property owner at the pre-construction meeting. This will serve as official notification to the contractor to begin the work. The contractor must schedule and be ready to begin work by the starting date provided in the order to proceed. Any delays other than those caused by weather, availability of supplies or materials, permitting or requests from the property owner or ACDS shall be cause for suspension or termination of bidding privileges. If the contractor, without establishing good cause, fails to start the job in accordance with the notice to proceed, the property owner may exercise their right to terminate the construction contract, in accordance with the construction contract.
- D. Change Order. During the course of the rehabilitation work, conditions may be discovered such as the discovery of latent code deficiencies or more extensive structural damage that must be remedied through a change order. The contractor shall contact ACDS immediately upon the discovery of unforeseen conditions. The contractor shall propose a specific scope of work and a proposed cost to remedy the situation. ACDS will ensure the cost is reasonable and explain the change in the scope of work and the cost to the property owner.

If the property owner, contractor, and ACDS are all agreeable to a change in the scope of work, ACDS will prepare a written change order. The property owner and contractor shall both sign the change order and the Construction Specialist shall process the change order resulting in monetary modifications to the construction contract and purchase order.

The contractor shall not be compensated for any additional work unless a change order has been signed by all parties and an executed change order has been issued to the contractor.

- E. Additional Work. No payment will be issued for any work which is not specified in the construction contract, post bid addendum or by change order. If the property owner (other than ACDS) desires additional work to be performed that is not approved through ACDS, they may make arrangements directly with the contractor for additional work to be completed through a separate contract. Other work performed by the contractor without written authorization by ACDS is at the contractor's own risk. ACDS will not issue payment for any additional work that has not been approved by a post bid addendum or by change order.
- F. Contractor Payment. Payment requests will be submitted for all work on ACDS' standard "Contractor Invoice" form signed by the contractor, property owner and the Construction Specialist. Request for payment will only be made for work which is in place and complete. A 10 percent holdback will be held by ACDS on each draw request submitted by the contractor. The invoice form signed by the contractor will act as certification by the contractor that all vendors and subcontractors have been paid applicable payments from prior disbursements. Draw requests must be received in the office of ACDS by 2:00 p.m. on Wednesday in order to possibly receive payment by Friday of the following week. This schedule may change from time-to-time. The contractor will be notified in writing of such changes. During the course of the work, the contractor's applications for payments, at the discretion of ACDS, will not be approved or processed unless the property owner authorizes disbursement of funds and all documents and forms pertaining to the federal contract requirements for construction contracts are submitted to and approved by ACDS. No payment will be disbursed by ACDS unless all applicable Anne Arundel County building and trade permits have been issued and all applicable County inspections have been performed and passed.

ACDS will not issue payment for stored materials.

- G. Contract Completion. Prior to issuance of a final payment, the property owner must be in acceptance of the work and sign a Completion Certificate. The Construction Specialist will inspect the work to confirm its compliance with the work write-up and all the requirements of the construction contract. ACDS will then schedule and conduct a quality control inspection. If deficiencies are noted during these inspections, a punch list will be provided to the contractor which identifies the items that must be completed prior to issuance of a final payment. Final payment will not be released to the contractor until the Construction Specialist reinspects and accepts the work, all building and trade permits have been closed and the property has passed a lead-based paint clearance.

- H. Termination of Contractor. The property owner may terminate the contractor in accordance with the construction contract if the contractor (i) refuses or fails to supply enough properly skilled workers or proper materials; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between contractor and the subcontractors; (iii) disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or (iv) otherwise breaches a provision of the construction contract.

VII. GENERAL REQUIREMENTS

- A. Federal Contract Requirements. Contractors may not discriminate in any manner against any employee or applicant for employment on the basis of race, creed, color or national origin; and is obligated to include a similar requirement in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

The contractor and all subcontractors employed by the contractor will be required to comply with the federal contract requirements for construction contracts. Prior to the execution of a construction contract, the contractor will be required to complete and submit to ACDS, all applicable statements, tables and certifications included in the federal contract requirements for construction contracts.

Prior to the commencement of their respective trades, all subcontractors employed by the contractor will be required to complete and submit to the contractor all applicable statements, tables and certifications included in the federal contract requirements for construction contracts as well as certifying, if applicable, that the subcontractor is a Minority and Women-Owned Business Enterprise. The contractor will be responsible for submitting the subcontractor's documents to ACDS for approval.

- B. Working Hours. All work at the site shall be performed during regular working hours, except work connected with safety or protection at the site or emergency repairs to sediment control on Sundays or any legal holidays without the approval of the property owner.
- C. Clean-up. At all times the premises must be kept free from waste materials and rubbish from and about the project, as well as all tools, construction equipment, machinery and surplus materials. All glass surfaces must be cleaned and the work area left "broom clean" or its equivalent, except as otherwise specified. All debris, trash, waste and surplus materials, etc., must be removed from the job site and shall be disposed of by legal means.
- D. Code Requirements. All work must be done in accordance with the regulations of Anne Arundel County's Building Code, as it may be interpreted by the Building Inspector. Electrical, plumbing and similar codes will be enforced when applicable.
- E. Guaranties and Warranties. Contractor must warrant and guarantee to the property owner that all materials and equipment used in the work are new, unless otherwise specified, and that all work is of good quality, free from faults and defects. All work not conforming to these standards and not in conformance with the work write-up shall be considered defective. The contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment if requested by the property owner. Contractor shall guarantee the work performed

for a period of one year from the date of final payment to the contractor, and upon demand by the property owner, at contractor's sole expense, correct any and all defects due to imperfect workmanship and/or materials and/or damages resulting thereby. These obligations are continuing and shall survive completion of the work (and acceptance thereby). The making of the final payment to the contractor shall not relieve the contractor of its obligations and liabilities. Contractor shall furnish the property owner with all manufacturers and supplier's written guarantees and warranties, as applicable, covering materials and equipment furnished under the construction contract.

- F. Permits. The contractor must apply for and have issued all required building, grading or trade permits prior to the start of any work. Permits for specific trades must be obtained prior to the specific trade starting work. Any work started prior to a permit being issued will not be paid for by ACDS. Contractor is responsible for paying for all required permits unless otherwise stated in the work write-up.
- G. Personal Effects and Furniture. The contractor must make every reasonable effort to protect the occupant's possessions remaining at the work area from loss or damage.
- H. Repairs. Repairs must be made to any portion of the property damaged by the contractor during the course of the work at no additional cost. Damages include any damages done by contract operations or workmen to yards, lawns, shrubs, trees, plants, driveways, curbs and gutters or property either on the owner's property, adjoining properties, or to public spaces during the construction. Where "repair of existing work" is called for in the work write-up, the feature (floor, wall, door, etc.) is to be placed in "equal to new condition" considering old buildings cannot be made "as new," and that some lines or surfaces may remain irregular or slightly out of level or plumb. All damaged parts of metal or plaster or rotted parts of wood must be removed and replaced. The finished work must match adjacent work in design and dimension to blend with existing work so that the patch or replacement will be inconspicuous.
- I. Safety. The contractor will be responsible for all safety precautions and programs in connection with the work. The contractor must take all necessary precautions for the safety of, and provide all necessary protection to prevent damage, injury, or loss to (i) employees and other persons who may be affected; (ii) the work and all materials and equipment whether in storage on or off the site; and (iii) other property at or adjacent to the site, including trees, shrubs, lawns, walks, pavement, roadways, structures and utilities not slated for removal, relocation or replacement in the course of construction. The contractor must comply with all applicable laws, ordinances, regulations and order of any public authority having jurisdiction for the safety of persons or property to protect them from damage, injury or loss. The contractor must erect and maintain for the duration of the contract all necessary safeguards. This shall include posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying the property

owner and users of adjacent utilities. Materials identified as toxic waste such as, but not limited to, lead and asbestos, must only be removed by companies which are licensed to do so.

- J. Subcontractors. Subcontractors must be bound by the terms and conditions of the construction contract insofar as it applies to their work; this shall not relieve the contractor from the full responsibility to the owner for the proper completion of all work under the contract. The contractor shall not be released from this responsibility by any contractual arrangement the contractor may have with a subcontractor.
- K. Supervision. The contractor will be responsible for all supervision of the work, including coordination of all subcontractors working on the project. The contractor must ensure discipline and order among all employees. Workmen must be competent and capable of performing the work assigned to them. Helpers and apprentices must work under the supervision of a skilled tradesman or other supervisory personnel.
- L. Taxes. The contractor must pay all sales, consumer, use and other taxes required by law.
- M. Utilities. Unless otherwise stated in the work write-up, the owner will be responsible for providing and paying utilities such as light, heat, power and water.
- N. Indemnification. The contractor must agree to indemnify, defend, save and hold ACDS, its authorized agents, successors and/or assigns harmless from any and all loss, liability, damage or claims of any nature whatsoever arising out of any construction contract. Contractor further agrees not to pledge the credit of ACDS, its successors and/or assigns or to purchase, rent, lease or contract for any equipment or appliances in the name of ACDS, their successors and/or assigns.
- O. Licenses. Contractors are required to be properly licensed by the State of Maryland Department of Labor, Licensing and Regulation for the type of work they are contracted to complete, such as a Maryland Home Improvement Contractor/Salesman license for home improvement work or a Maryland New Home Builder's license for new construction work. ACDS will ensure all contractors are properly licensed prior to entering into any contract. If during the course of any project a contractor's license expires, the contractor is required to stop work immediately and will not be allowed to proceed with the work until their license is renewed. If the Contractor fails to renew their license, the property owner may terminate the contract in accordance with the construction contract.

VIII. LEAD-BASED PAINT REQUIREMENTS

- A. Lead Paint Testing and Risk Assessment. All properties built prior to 1978 will have a Lead Paint Testing and Risk Assessment Report prepared for the property owner by an approved Risk Assessor.
- B. U.S. Environmental Protection Agency Lead-Based Paint Certification. All contractors must have a U.S. Environmental Protection Agency Certification to perform any work on residential structures built prior to 1978.
- C. Worker Training and Accreditation. All lead-based paint hazard reduction work shall only be performed by qualified workers who are supervised by a certified State of Maryland accredited Paint Removal and Demolition Supervisor. Additionally, the workers performing the work must have completed a Lead Paint Abatement Worker Safety Training Course. The contractor must provide ACDS and the property owner with evidence of the contractor's and the contractor's supervisor's State accreditation and worker certificate(s) before work begins.
- D. Lead Paint Regulation. Prior to starting work, ACDS will provide the property owner with a copy of the Environmental Protection Agency (EPA) "Protect Your Family from Lead in Your Home" pamphlet. All lead-based paint operations are to be performed in accordance with the Code of Maryland Regulations. Workers performing lead hazard control shall be properly protected in accordance with the Code of Federal Regulations, Title 29 Labor, part 1926.62 (Lead Exposure in Construction with Maryland Amendments).
- E. Lead Safe Work Practices. When clients or residents are to be residing in the dwelling units during the treatment of lead-based painted surfaces, the contractor will be responsible for providing the clients or residents with contaminant-free accessibility to and from the dwelling unit for the everyday operations involving the treatment of lead-based painted components. The contractor will be responsible for ensuring the maximum amount of safety for the clients or residents during the treatment of lead-based painted components.

Debris generated from the treatment of lead-based paint must be securely wrapped in six mil plastic and disposed of at a facility which accepts construction debris.

During the replacement of each lead positive window or door, six mil plastic should be used to seal off the window or door from the house interior. The plastic should be taped to the interior wall around the window or door to create a dust barrier. The window or door should be removed or replaced from the outside. After the window or door has been removed, the area should be cleaned with a HEPA (high efficiency particle accumulator) vacuum and washed of all dust. Once the area has been cleaned, the plastic may be taken down, put into a garbage bag and disposed of at a facility which accepts construction debris.

Prior to the disturbance of exterior surfaces containing lead-based paint, the contractor must install six mil plastic sheeting to the ground (extending five feet out from the foundation) or other surface directly below the areas to be removed. At the end of each work day, the contractor must roll the plastic up, put it in separate trash bag, and dispose. The contractor must comply with all other COMAR 26.02.07 regulations pertaining to exterior containment.

Prior to final acceptance of the lead hazard reduction work and all rehabilitation work, the contractor must vacuum and clean the property thoroughly using a HEPA vacuum. All surfaces are to be cleaned, followed by a wet wash with a solution containing one ounce five percent trisodium phosphate per gallon of water, followed by a clean rinse, then allowed to dry and a second HEPA vacuuming of all horizontal surfaces.

- F. Lead Clearance Testing. The property owner will bear all fees associated with the inspections and sampling associated with obtaining final clearance of the property. However, if results of the inspection and sampling exceed the permissible federal and/or State standards and limits, the contractor will be responsible to pay the fees of the environmental consultant associated with having the property reinspected and retested.

For additional information contact:

*William F. Gibbons, Project Director
Arundel Community Development Services, Inc.
2666 Riva Road, Suite 210
Annapolis, Maryland 21401
(410) 222-7600
www.acdsinc.org*

ARUNDEL COMMUNITY DEVELOPMENT SERVICES, INC.

CONTRACTOR'S QUALIFICATION APPLICATION

Name of Firm: _____

Address: _____

City, State Zip _____

Phone Number: _____ Fax Number: _____

E-mail Address: _____

Number of Employees: _____

Check One

Corporation

Partnership

Individual

If Corporation, please complete the Corporate Resolution.

Partnerships are required to submit a copy of the Partnership Agreement.

Tax ID #: _____ or Social Security #: _____

Federal Employer ID #: _____

Maryland Employer ID #: _____

Maryland Home Improvement or General Contractor License #: _____

New Home Builder Registration Number: _____

U.S. Environmental Protection Agency
Lead-Based Paint Certification Number: _____

State of Maryland Lead Paint Services
Accreditation Certification Number: _____

TYPE OF INSURANCE

CARRIER

POLICY NUMBER

Workmen's Compensation: _____

General Liability: _____

Automobile Liability: _____

Builder's Risk: _____

EXPERIENCE

Indicate type of contracting undertaken by your organization and years of experience.

Number of years as general contractor _____ Type of Work _____

Number of years as subcontractor _____ Type of Work _____

List any special trade licenses or certifications you currently hold.

1. _____
2. _____
3. _____
4. _____

Have you ever failed to complete any work awarded to you? _____

If yes, explain circumstances.

(attach separate sheet if needed)

Has your firm been assessed liquidated damages within the last three years?

If yes, explain circumstances.

(attach separate sheet if needed)

REFERENCES

The contractor shall furnish three references from prior clients (i.e. homeowner, organization and/or a municipality) who they have done residential rehabilitation work with a dollar value of \$20,000 or more.

REFERENCE #1

Client's Name: _____ Phone Number: _____

Type of Client (i.e. homeowner, organization, or municipality): _____

Contract Amount: \$ _____

Description of Work:

REFERENCE #2

Client's Name: _____ Phone Number: _____

Type of Client (i.e. homeowner, organization, or municipality): _____

Contract Amount: \$ _____

Description of Work:

REFERENCE #3

Client's Name: _____ Phone Number: _____

Type of Client (i.e. homeowner, organization, or municipality): _____

Contract Amount: \$ _____

Description of Work:

ATTACHMENTS

<i>The following items must be submitted with your application in order for your application to be considered complete. Please clearly label each item.</i>

<input type="checkbox"/> Corporate Certifications

<input type="checkbox"/> Corporate Resolution, if applicable
--

<input type="checkbox"/> Partnership Agreement, if applicable

<input type="checkbox"/> Minority and Women-Owned Business Enterprise Identification Form, if applicable
--

<input type="checkbox"/> Insurance Certificates naming ACDS as an additional insured for commercial general liability, automobile liability insurance and worker's compensation statutory benefits
--

<input type="checkbox"/> Federal W-9

The undersigned authorizes ACDS to obtain credit information and any other information needed for the purpose of evaluating this application. ACDS reserves the right to verify information submitted with this application and to request any additional information and/or data deemed necessary to determine eligibility of the contractor.

IN WITNESS WHEREOF, the applicant has caused this document to be duly executed in its name on this ____ day of _____, 20__.

By: _____

Print Full Name

Signature

Title of Person Signing

Name of Organization

Corporate Seal