



**HARFORD COUNTY**  
PUBLIC SCHOOLS

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Sean W. Bulson, Ed.D., Superintendent of Schools  
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*Purchasing Department*  
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THIS AMENDMENT TO US Communities Contract # 15-JLP-023 dated October 1, 2015 and effective as of March 7, 2019 (this "Amendment ") is between ("Trane"), with an address at 800 Beaty Street, Davidson, NC., 28036 and Harford County Public Schools, Maryland with an address at 102 S. Hickory Ave. Bel Air, MD 21014 (hereinafter referred to as "School District", "HCPS" or District)

WHEREAS, Trane and HCPS entered into Agreement effective as October 1, 2015 (the "Agreement"),

WHEREAS, Trane and HCPS desire to amend the bond and insurance provisions of the Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Fisher and HCPS, intending to be legally bound, hereby agree as follows:

1. ADD: Contract Language

16. **BOND REQUIREMENTS**

16.1 **Performance Bond and Payment Bond** – The Contractor shall furnish a Performance Bond and Labor and Materials Payment Bond covering the faithful performance of the Contract and the payment of all obligations arising there under and complying with the requirements of Maryland law. Both bonds shall be in the amount of one hundred percent (100%) of the Contract amount and shall name the "Board of Education of Harford County" as an obligee. **The Performance Bond and the Payment Bond shall be submitted in the format displayed in the attached documents. No other bond forms will be accepted.** Firms issuing bonds must be licensed to write bonds in the State of Maryland. The Contractor shall pay premiums for required bonds. Obtaining of bonds by Contractor shall be a condition precedent to effectuation of the Contract between the Owner and Contractor. If additional work is authorized, the amount of the bonds shall be increased to cover the value of the increased Contract sum. All bonds shall conform to the requirements of the Maryland Little Miller Act.

16.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

2. ADD: ATTACHMENT A: Payment Bond Form

3. ADD: ATTACHMENT B: Performance Bond Form

4. With the exception of the modification set forth above, all other elements of the Agreement will remain unchanged and in full force and effect.

IN WITNESS WHEREOF, each of the parties here to has duly executed and delivered this Agreement to be effective as of the day and year first written above.

TRANE, U.S.

By: [Signature]

Name: Reese Spedden

Title: Strategic Cooperative Proc. Dir.

HARFORD COUNTY PUBLIC SCHOOLS

By: [Signature]

Name: Bobbie Wilkerson

Title: Supervisor of Purchasing

3/22/2019

PAYMENT BOND

Principal Business Address of Principal

Surety Obligees Board of Education of Harford County

A corporation of the State of And authorized to do business in the State of Maryland

Penal Sum of Bond (express in words And figures) Date of Contract, 20

Description of Contract Date of Bond Executed, 20

Contract Number:

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal named above and Surety named above, being authorized to do business in Maryland, and having business addresses as shown above, are held and firmly bound unto the Obligees named above, for the use and benefit of claimants as hereinafter defined, in the Penal Sum of this Payment Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these co-sureties, bind ourselves, our successors, and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the Board of Education for Harford County, Maryland ("Board"), which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as "the Contract"

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials furnished; supplied and reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined to be any and all of those persons supplying labor and materials (including lessors of the equipment to the extent of the fair market value thereof) to the Principal or its subcontractors and subcontractors in the prosecution of the work provided for in the Contract, entitled to the protection provided under Maryland's Little Miller Act (presently contained in MD. State Fin. & Proc. Code Ann. Sec. 17-101 et seq.), as from time to time amended.

2. The above named Principal and Surety hereby jointly and severally agree with the Obligees that every claimant as herein defined, who has not been paid in full may, pursuant to and when in compliance with the provisions of the aforesaid Little Miller Act, sue on this Bond for the use of such claimant, prosecute, the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The Obligees shall not be liable for the payment of any costs or expenses of any such suit.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Payment Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work or to the Specifications.

This Payment Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Payment Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or Joint venture have signed below, each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as witness. All of the above has been done as of the Date of Bond shown above.

In Presence of: \_\_\_\_\_ Individual Principal  
Witness \_\_\_\_\_  
\_\_\_\_\_ as to \_\_\_\_\_ (SEAL)

In Presence of: \_\_\_\_\_ Co-Partnership Principal  
\_\_\_\_\_ (SEAL)  
(Name of Co-Partnership)  
\_\_\_\_\_ as to By: \_\_\_\_\_ (SEAL)  
\_\_\_\_\_ as to By: \_\_\_\_\_ (SEAL)  
\_\_\_\_\_ as to By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_ Corporate Principal  
\_\_\_\_\_ (Name of Corporation)

Attest: \_\_\_\_\_ (SEAL) By: \_\_\_\_\_ AFFIX CORPORATE SEAL

Signature \_\_\_\_\_ Title: \_\_\_\_\_  
Bonding Agent's Name: \_\_\_\_\_ (Business Address of Surety)

Agent's Address: \_\_\_\_\_

End of Payment Bond

**PERFORMANCE BOND**

Principal	Business Address of Principal
Surety	Obligee Board of Education of Harford County
A corporation of the State of _____ And authorized to do business in the State of Maryland	
Penal Sum of Bond (express in words And figures)	Date of Contract _____, 20____
Description of Contract	Date of Bond Executed _____, 20____
Contract Number: _____	

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we, the co-sureties, bind ourselves, our successors, and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the Board of Education for Harford County, Maryland ("Board"), which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as "the Contract."

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, during the original term of said Contract, during any extensions thereto that may be granted by the Board, and during the guarantee and warranty period, if any, required under the contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions in this Performance Bond.

Whenever Principal shall be declared by the Board to be in default under the Contract, the Surety may, within 15 days after notice of default from the Board, notify the Board of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In event the Surety does not elect to exercise either of the above stated options, then the Board thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with Maryland's Little Miller Act (Md. State Fin. & Proc. Code Ann. Sec. 17-101 et seq.), and the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety

heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or Joint venture have signed below, each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as witness. All of the above has been done as of the Date of Bond shown above.

In Presence of: Individual Principal  
Witness  
\_\_\_\_\_ as to \_\_\_\_\_ (SEAL)

In Presence of: Co-Partnership Principal  
\_\_\_\_\_  
(Name of Co-Partnership) (SEAL)  
\_\_\_\_\_ as to By: \_\_\_\_\_ (SEAL)  
\_\_\_\_\_ as to By: \_\_\_\_\_ (SEAL)  
\_\_\_\_\_ as to By: \_\_\_\_\_ (SEAL)

Corporate Principal  
\_\_\_\_\_  
(Name of Corporation)  
\_\_\_\_\_ as to By: \_\_\_\_\_ AFFIX  
Corporate Secretary President CORPORATE  
SEAL

\_\_\_\_\_  
(Surety)  
Attest: (SEAL) By: \_\_\_\_\_ AFFIX  
CORPORATE  
SEAL

Signature Title: \_\_\_\_\_

Bonding Agent's Name: \_\_\_\_\_  
(Business Address of Surety)

Agent's Address: \_\_\_\_\_

End of Performance Bond