

## MARYLAND SUPPLEMENTAL TERMS AND CONDITIONS

VERSION 1.0, REVISED JULY 1, 2018

### 1. PUBLIC WORKS CONTRACTS.

When the Owner is a public body, the following clauses also apply to the Subcontractor's Work:

#### 1.1 Prevailing Wage Rates.

1.1.1 Where applicable, the Subcontractor shall pay prevailing wages to all workers in accordance with the applicable laws. In the performance of the Work, Subcontractor shall be fully responsible for paying the generally prevailing hourly rate of wages in effect, as determined by the State Department of Labor, at the time the Work is performed. If the State Department of Labor revises the prevailing rate of hourly wages to be paid for the Work prior to completion of the Project, the revised rate shall apply to this Agreement from the effective date of such revision, however such revision shall not entitle Subcontractor to any increased compensation under the terms of the Agreement.

1.1.2 If other wage rates are required by law, the Subcontractor shall pay such wages to all workers in accordance with the applicable laws. If the Work Order is performed in whole or in part using federal funding, then the Davis-Bacon Prevailing Wages for that area will apply (except to the extent that such Davis Bacon Prevailing Wages are less than the wages established by the State Department of Labor).

1.2 The Subcontractor shall maintain accurate and complete records, files and libraries of documents to demonstrate compliance with federal, state, and local regulations, codes, applicable laws listed herein, and manufacturers' instructions and recommendations which are necessary and related to the Work to be performed.

#### 1.3 Nondiscrimination, Equal Employment Opportunity, and Americans with Disabilities Act.

1.3.1 The Subcontractor shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, age, color, sex, or national origin, sexual orientation, marital status, political affiliation, or physical or mental disability if qualified. The Subcontractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex or national origin, sexual orientation, marital status, political affiliation, or physical or mental disability. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Subcontractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

1.3.2 The Subcontractor shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, the Subcontractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

### 2. CONTRACTS FOR WORK IN SCHOOLS.

When the Owner is a school, as defined by Maryland Law, the following clauses also apply to the Subcontractor's Work:

#### 2.1 Criminal Background Check.

It is the responsibility of the Subcontractor to make certain that its employees, agents and volunteers who have contact with students be fingerprinted and have a background check in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code.

Any and all current and future employees of Subcontractors who have direct contact with students must have a criminal background check and fingerprinting conducted by the schools in accordance with that school's policies before beginning work in any school. Previous background checks will not be accepted. The Subcontractor shall pay the fee for the background check by check or money order at the time the fingerprinting is performed. No employee can begin work in a school until the results have been received. Violation of this provision may result in Termination for Cause.

The Subcontractor's employees who will be placed in a school but will not have direct contact with students must have on record Criminal Justice Information Service (CJIS) and NCIC background checks. Copies of the background checks must be forwarded to the Contractor for submission to the school before services can commence in accordance with each school's policies. Every two years the Subcontractor shall submit copies of background checks to the Contractor, unless the school's policies require more frequent background checks. Should any employee be flagged during the Term of this agreement, the Subcontractor shall contact the Contractor within twenty-four (24) hours of the Subcontractor's initial notification. Violation of this provision may result in Termination for Cause.

The Subcontractor shall at all times be compliant with the Criminal Procedure Article of the Annotated Code of Maryland Section 11-722 that states a person who enters a contract with a County Board of Education or a nonpublic school may not knowingly employ an individual to work at a school if the individual is a registered child sex offender. If a registered child sex offender is employed by the Subcontractor, the Subcontractor is prohibited from assigning that employee to perform management, delivery, installation, repair, construction, or any other type of services on any school property. Violation of this provision may result in Termination for Cause.

### **3. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.**

Each and every provision of laws and clauses required by law to be inserted in this Subcontract Agreement and will be deemed to be inserted herein and incorporated by reference. The Subcontract Agreement will be read and enforced as though it were included and if—through mistake or otherwise—any such provision is not inserted or not correctly inserted, then upon the application of other party the Subcontract Agreement will be amended to make such insertion.