SOUTH BALTIMORE COMMUNITY LAND TRUST (SBCLT)

Request for Proposal: Stabilization for 1523 Hazel Street

RFP 2026-01	**November 12, 2026**

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Overview

The **South Baltimore Community Land Trust (SBCLT)** is seeking an established contracting company with experience working with community-based nonprofit organizations to execute site stabilization and securement of a vacant residential property.

SBCLT is a community-led nonprofit organization whose mission is to build **permanently affordable housing**, create **development without displacement**, and work toward a Just Transition to **zero waste** in Baltimore. Our work grew out of a youth-led organizing effort that successfully stopped the construction of what would have become the nation's largest trash-burning incinerator within a mile of their school. The students' research on environmental pollutants and their cumulative impacts on overburdened communities led to the formation of the land trust, as a strategy to reclaim community ownership of land use in South Baltimore. **We envision a future of healthy, clean, and stable communities in South Baltimore with new infrastructure that regenerates our environment and local economies**.

This project is a unique opportunity for an impact-driven company to join in SBCLT's vision for community transformation in Baltimore, one block at a time.



Pictured: *Examples of SBCLT's affordable homes built to passive principles in South Baltimore.*

Timing

Responses Due: Friday, December 4, 2026 at 4PM

- Late responses are not eligible
- Complete responses sent to stewardship@sbclt.org with subject: RFP 2026-01
- Questions can be directed to Shaquandra “Quan” Campbell at stewardship@sbclt.org

Notification of Award: Friday, December 18, 2026 at 4PM

Stabilization services are expected to begin immediately upon completion of contracting.

Property

1523 Hazel Street, Baltimore, MD, 21226









Scope of Work

Stabilization and securement of vacant residential property and surrounding area for future rehabilitation.

1. Interior structure to be completely gutted and prepared for future construction.
    a. Assume that interior will likely contain hazardous materials to be demolished and removed including lead paint, asbestos, mold, sharp objects, etc.
    b. Interior to be remediated to a stable condition suitable for future construction.
    c. All debris to be removed and discarded according to local ordinances and regulations.
2. Installation of new, secure roof suitable for single-family residence in a style typical of the neighborhood.

    a. Remove existing brick chimney so there will be no openings necessary for the new roof.
3. Inspection of structure walls with an assessment of required fortifications, if any, for future construction.
4. Inspection of structure windows and doors with an assessment of required repairs.
    a. Two entry doors, currently damaged, require replacement. One of the entries (north, facing Hazel Street) will be secured without the ability to enter/exit and the other (west, facing Pennington Street) will be secured with an entry designed for limited entry/exit with strong security.
5. Basement should be inspected for water intrusion or other complication with an assessment made of any immediate repairs required to complete stabilization or if those repairs can be delayed for future rehabilitation.
6. All efforts should be exercised to preserve the integrity and vitality of the existing mural on the east side of the structure.
    a. Removal and extermination of plants/trees intruding on the mural.
7. Identification and removal of trees, including stump grinding where necessary, immediately surrounding the structure if those trees can possibly cause structure damage.
    a. General cleanup of grounds to remove debris and trim plants/trees to the greatest extent possible.
8. Contractor is responsible for applying for and obtaining all necessary permits including City approval for tree removal where necessary.
9. Contractor will need to make arrangements for power and sanitation needs.

RFP Response

Respondents are directed to provide an RFP response with answers to the following questions along with indicated appendices with an appropriate amount of detail.

1. **Summary Company and Project Approach:** Respondents should provide a brief summary of their company history, why they are a good fit for this specific project, and how they have approached similar projects recently. Respondents should address their perceived risks of the project, and how they can help SBCLT manage risk through the construction process. Key factors to address for this project are:
    a. Experience working with community-based nonprofit clients.
    b. Experience working with MBE/WBE subcontractor participation.
    c. Communication with clients during construction.

    d. Budget management during construction.
    e. Experience working in Baltimore City and with neighborhood groups.
2. **Similar Projects:** Respondents are asked to identify NO MORE THAN THREE (3) recently completed projects which are similar to the project described herein. Recent projects should include the following information:
    a. Size and location of the project (square footage).
    b. Identify and briefly describe services provided for each project.
    c. Proposed cost of the project and the actual cost of the project. For projects that exceeded proposed cost target, please offer a brief description of the contributing factors.
    d. Owner contact information (limit one person per project).
    e. Architect contact information (limit one person per project).
    f. Proposed completion date and the actual date of completion. For projects that exceeded proposed completion date, please offer a brief description of the contributing factors.
3. **Key Personnel:** Respondents will provide NOT MORE THAN FIVE (5) resumes for key officers and staff that will be engaged in the project including main points of contact and their roles.
4. **Subcontractors:** Provide a list of anticipated subcontractors. Indicate which are M/WBE firms and the rate of MBE and WBE participation included in the bid. Indicate any trades/ scopes of work that may be self-performed.
5. **Bonding Capacity:** Respondents shall provide evidence of their bonding capacity.
6. **Insurance:** Respondents shall provide a sample insurance certificate and confirm the ability to include the owner and associated companies as additionally insured on the project. Need builder's risk and minimum liability of $2MM, with a $5MM umbrella.
7. **Prior/Pending Litigation:** Provide a record of last 10 years prior/pending litigation.
8. **Exceptions:** Provide any exception your organization has to any term of this RFP or the standard Agreement Between Owner and Contractor which will serve as the basis for contracting. Failure to provide exceptions during the RFP response phase will waive any exception at the award.

Appendices:

1. **Project Cost and Schedule Proposal:** Respondents will provide bids using the form template provided. Please note that the form identifies the minimum required budget items necessary for comparison and analysis. The form also requires a projection of project timing along with anticipated payment requirements.

Documents provided by SBCLT in connection with this RFP:

1. **Project Cost and Schedule Proposal Template** (access through view-only link: Project Cost and Schedule Proposal.xlsx — make a copy to utilize)
2. **Agreement Between Owner and Contractor** (attached)

Scoring

Responses will be individually evaluated and scored using the following general weighting:

- Qualifications/Experience 30%
- Project Approach 20%
- Proposal Pricing 40%
- Project Timing 10%

Additional Considerations

- Proposals submitted in response to this RFP become the property of SBCLT.
- At its sole discretion, and for any reason, SBCLT reserves the right to reject any or all responses to this RFP. SBCLT is in no way obligated to enter contractual relationships with any of the respondents.
- The costs associated with responding to this RFP shall be the full responsibility of the respondent. SBCLT will not reimburse any respondent for any cost associated with responding to this RFP.
- The respondent is responsible to be acquainted with and knowledgeable of all terms and conditions of this RFP.
- The details stated in your response must remain valid for up to 30 days from the date of delivery to SBCLT.
- This RFP is provided for the exclusive use of the Contractor and copies shall not be made available to any other party other than the Contractor's subcontractors, partners, employees, or counsel without written consent of SBCLT.
- The respondent acknowledges it may encounter information, which is considered confidential or proprietary to SBCLT, including this RFP itself. The respondent agrees not to use such information for its own benefit or allow it to be used by others for their own benefit.

- Respondents participating in this RFP waive the right to seek legal action regarding this RFP's contents, process, and/or award.
- Neither SBCLT, nor the respondent, shall use the name of the other in publicity releases, referrals, advertising, or similar activity without the prior written consent of the other.
- SBCLT's funding requires that the project meet the city's requirements for 27% MBE and 10% WBE participation. Respondents should indicate their experience coordinating and managing compliance with the City of Baltimore standards.
- The project will comply with Baltimore City's Local Hiring Law. Accordingly, the selected contractor must notify SBCLT of any new positions that will be created by the contractor or subcontractors as a result of the project. New positions must be posted with the Mayor's Office of Employment Development for a period of seven days. Of all new hires, 51 percent must be Baltimore City residents. SBCLT will require the contractor to provide information on the number of current workers, new workers, and Baltimore City residents employed on the project.

SBCLT Construction Contract Agreement

This Construction Contract Agreement (this "**Agreement**") is made as of the date of **_____** by and between

Owner: **South Baltimore Community Land Trust, Inc.,** a Maryland nonstock corporation ("**SBCLT**" or the "**Owner**") located at 10 16th Ave, #19762, Baltimore, MD 21225 and

Contractor: **_____**, a [State] [Entity Type] (the "**Contractor**"), a general contractor, located at _____ and

Architect: In association with **_____,** a [State] [Entity Type] (the "**Architect**"), an architect, located at _____.

Owner and Contractor may each be referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties**."

The Parties agree as follows:

1. **Description of Work.** Contractor shall perform all work required by the Contract Documents, including all labor, materials, equipment, and services necessary to complete the work (the "**Work**"), at _____ (the "**Property**"). The "**Contract Documents**" consist of

    a. Owner's plans and specifications as detailed in Exhibit A,
    b. subsequent written clarifications of scope acknowledged by both Parties (provided that any clarification that affects the Contract Price or the Contract Time (defined below) shall be treated as a Change Order under this Agreement),
    c. this Agreement, and
    d. any Change Order.

2. **Contract Price and Payments.** Owner agrees to pay Contractor the total amount of $_____ (the "**Contract Price**") in agreement with Exhibit B. Payment of this amount is subject to additions or deductions in accordance with any Change Order (defined below). Payment will be made in accordance with the schedule identified in Exhibit B, Contractor's Response to SBCLT RFP (including Project Cost and Schedule Proposal).

    a. **Schedule of Values**. The schedule of values is detailed and defined per Exhibit B, Contractor's Response to SBCLT RFP which allocates the Contract Price to each principal portion of work. The schedule of values is in the form acceptable to Owner as identified by the Project Cost and Schedule and shall be used as the basis for reviewing Contractor's pay applications.

    b. **Pay Applications**. Contractor shall submit monthly pay applications to Owner in a form acceptable to Owner. Each pay application shall include:

        (i) the schedule of values showing the percentage of each line item completed;

(ii) a certification by Contractor that the Work for which payment is requested has been completed in accordance with the Contract Documents; and

(iii) conditional lien waivers from Contractor for the current payment and unconditional lien waivers from Contractor and all subcontractors and **suppliers** for amounts included in the prior payment.

c. **Retainage**. Owner shall withhold 10% of each progress payment as retainage. Retainage shall be released within 30 days after Substantial Completion, less any amounts Owner reasonably withholds for incomplete or defective Work, outstanding Punch List items, or unsatisfied lien claims.

d. **Right to Withhold Payment**. Owner may withhold payment, in whole or in part, to the extent reasonably necessary to protect Owner from loss due to:

(i) defective Work not remedied;

(ii) claims filed or reasonable evidence of probable claims against Owner or the Property arising out of the Work;

(iii) failure of Contractor to make payments to subcontractors or suppliers;

(iv) damage to Owner or a separate contractor;

(v) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price; or

(vi) failure to maintain required insurance.

When the grounds for withholding are removed, Owner shall promptly release withheld amounts.

3. **Notice to Proceed**. Contractor shall not commence the Work until Owner issues a written notice authorizing Contractor to commence the Work (the "**Notice to Proceed**"). Owner shall issue the Notice to Proceed within 10 days after Contractor has delivered to Owner

a. the certificates of insurance,
b. any bonds Owner requires,
c. the list of proposed subcontractors, and
d. the schedule of values required under this Agreement.

4. **Contract Time**. Contractor shall achieve Substantial Completion not later than [Number] calendar days after the date of the Notice to Proceed, as that period may be adjusted by Change Order or extension of time under this Agreement (the "**Contract Time**"). Contractor shall achieve Final Completion not later than 30 days after receipt of the Punch List (defined below), or within any longer period Owner allows in writing.

5. **Substantial Completion**. "**Substantial Completion**" means the stage in the progress of the Work when the Work, or a designated portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy or use the Work for its intended purpose. If the Contract Documents do not contemplate occupancy of the Property, the intended purpose is the condition of the Property described in the Contract Documents. When Contractor considers the Work substantially complete, Contractor shall notify Owner in writing. Within 10 days after receipt of that notice, Owner shall inspect the Work and either

a. confirm the date of Substantial Completion in writing and deliver to Contractor a list of items to be completed or corrected (the "**Punch List**"), or
b. notify Contractor in writing of the respects in which the Work is not substantially complete.

If Owner gives notice under clause (b), Contractor shall complete the identified Work and give Owner a new notice under this Section. Omission of any item from the Punch List does not relieve Contractor of its obligation to complete the Work in accordance with the Contract Documents.

6. **Final Completion and Final Payment**. Contractor shall complete all Punch List items within 30 days after receipt of the Punch List, or within any longer period Owner allows in writing. "**Final Completion**" occurs when all of the following are satisfied:

   a. Owner confirms in writing that the Work, including all Punch List items, is complete in accordance with the Contract Documents;
   b. Contractor has obtained all governmental inspections and approvals required for the Work, including a Use and Occupancy Permit from the City of Baltimore where the Contract Documents require one; and
   c. Contractor has delivered to Owner final unconditional lien waivers from Contractor and all subcontractors and suppliers, the record documents required under this Agreement, and all manufacturer warranties for materials and equipment incorporated into the Work.

   Owner shall make final payment, including any retainage not previously released, within 30 days after Final Completion.

7. **Liquidated Damages**. If Contractor fails to achieve Substantial Completion within the Contract Time, Contractor shall pay Owner, as liquidated damages and not as a penalty, $250 for each calendar day after the expiration of the Contract Time until Substantial Completion is achieved. The Parties agree that Owner's actual damages from delay, including carrying costs, loss of funding, and delay to Owner's community programs, are difficult to determine, and that this amount is a reasonable estimate of those damages. Owner may deduct liquidated damages from any amount due to Contractor.

8. **Materials and Labor.** Contractor shall provide and pay for all labor and equipment, including tools, construction equipment, machinery, transportation and all other facilities and services, and all materials necessary for the completion of the Work. All materials shall be good quality and new, unless the Contract Documents require or permit otherwise. Contractor may substitute materials only with the prior written approval of Owner.

9. **Licenses and Permits.** Contractor shall obtain all licenses and permits necessary for proper completion of the Work. Contractor shall pay all costs of any necessary permits or licenses. Contractor represents that Contractor and each subcontractor holds, and will maintain throughout the performance of the Work, every license required by law to perform its portion of the Work. Contractor shall deliver copies of all permits to Owner promptly after issuance.

10. **Laws and Regulations.** Contractor shall perform the Work in a workmanlike manner and in compliance with all applicable federal, state, and local laws, regulations and ordinances, trade standards, ethical guidelines, and any safety requirements of Owner (the "**Applicable Laws**"). Contractor shall promptly notify Owner upon any discovery of any variance between the Applicable Laws and the Contract Documents. If Contractor performs any portion of the Work that Contractor knows is contrary to the Applicable Laws without giving that notice, Contractor shall bear all costs of correcting that Work.

11. **Supervision of Construction.** Contractor shall be solely responsible for and shall supervise and direct all construction under this Agreement. Contractor shall provide competent and suitable personnel to perform the Work and shall at all times maintain good discipline and order at the Property. Contractor will at all times take all reasonable

precautions for the safety of its employees and the public at the Property. Contractor agrees to assume full responsibility for the acts, negligence, or omissions of its employees and any subcontractors and their employees.

12. **Record Documents.** Contractor shall maintain in a safe place at the Property one record copy of all drawings, specifications, addenda, written amendments, and the like in good order and annotated to show all changes made during construction, which will be delivered to Owner no later than Final Completion. If Owner provides Contractor with an electronic platform to capture and contain all pertinent documents, then that can be used as a substitute for physical copies to be stored at the Property. If Owner does not provide an electronic platform and Contractor has an alternative electronic platform, then Owner will have the right to accept or deny Contractor's electronic platform as a substitute to physical copies to be stored at the Property. In any case, it is Contractor's responsibility to keep adequate records up-to-date and complete. Owner shall have the right to inspect and review such documents upon notice to Contractor.

13. **Ownership of Work Product.** All drawings, specifications, photographs, reports, surveys, and other documents or records prepared by or for Contractor in connection with the Work, including any documentation of existing conditions, Hazardous Materials, or structural findings, shall be the property of Owner upon creation. Contractor shall deliver copies of all such materials to Owner not later than Substantial Completion or upon earlier termination of this Agreement. Nothing in this Section transfers ownership of Contractor's proprietary means, methods, or techniques not specific to the Work.

14. **Utilities.** Contractor shall pay for all permanent electric, water, phone, cable, sewer, and gas service as needed to perform the Work through Final Completion. Owner is responsible for applying for any necessary utility accounts for the Property. Contractor shall pay for the installation, connection, and removal of all temporary utilities on the Property during the performance of the Work. All temporary utilities shall conform and adhere to the Applicable Laws.

15. **Hazardous Materials.** Except as otherwise provided in the Contract Documents, Contractor shall be responsible for all Hazardous Materials

    a. brought to the Property by Contractor;
    b. identified in the Contract Documents; or
    c. reasonably discoverable before the date of this Agreement.

    Hazardous Materials shall include

    (i) radioactive materials;
    (ii) asbestos;
    (iii) polychlorinated biphenyls;
    (iv) petroleum products;
    (v) crude oil;
    (vi) flammable materials;
    (vii) chemicals or solvents known to cause cancer or reproductive toxicity;
    (viii) pollutants; and
    (ix) contaminants and toxic substances which are restricted, prohibited, or regulated by any agency or government in their manufacture, use, maintenance, storage, ownership, or handling.

If Contractor discovers any Hazardous Materials on the Property for which Contractor is not responsible under this Section, Contractor shall immediately notify Owner in writing and may cease working in the affected area until the material or substance has been rendered harmless or Owner and Contractor agree on the method and cost of remediation in a Change Order.` Contractor shall defend, indemnify, and hold harmless Owner and its agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from Contractor's handling, removal, or disposal of Hazardous Materials, or contact with Hazardous Materials by Contractor or its subcontractors, in performance of the Work resulting in bodily injury, illness or death, or injury or property damage, *provided* such claim, damage, loss or expense is not the result of any negligent act or omission by the party seeking such indemnity.

16. **Warranty.** Contractor warrants that the Work shall be in accordance with the Contract Documents, applicable law, and trade standards and free from material structural defects, improper workmanship, or defective materials. Contractor shall replace, correct, or repair any Work not in accordance with the Contract Documents, applicable law, and trade standards or any defects caused by faulty materials, equipment, or workmanship for a period of one year from the date of Substantial Completion. Nothing in this Section shall be construed to place a time limit with respect to any other obligation Contractor may have under this Agreement.

17. **Condition of the Property.** Contractor agrees to keep the Property and adjoining driveways or walkways free and clear of waste material and rubbish. Contractor shall confine the storage of materials and equipment and the operations of employees to the Property and shall not unreasonably encumber the Property with materials or equipment. Contractor shall be fully responsible for any damage to the Property or areas contiguous thereto resulting from the performance of the Work. Before Final Completion, Contractor shall remove all waste materials, rubbish and debris from and about the Property as well as all tools, appliances, construction equipment and machinery, and surplus materials and shall leave the Property clean and ready for occupancy or use by Owner.

18. **Inspection.** Owner shall have a right to inspect the Work at any time and request that Contractor promptly correct any Work that is defective or does not conform to the Contract Documents. If required, the Work shall be inspected and certified by the appropriate state or local agency at each necessary stage.

19. **Right to Stop Work.** If Contractor fails to correct any defective Work or repeatedly fails to perform the Work in accordance with the Contract Documents, Owner shall have the right to order Contractor to stop performing the Work, or any portion thereof, until the cause for such order is eliminated.

20. **Subcontracts.** Contractor shall furnish to Owner a list of names of subcontractors proposed to perform principal portions of the Work. Contractor shall not employ any subcontractor to whom Owner reasonably objects. A subcontractor, for the purposes of this Agreement, shall be a person with whom Contractor has a direct contract for work at the Property. All contracts between Contractor and subcontractor shall be in accordance with the terms of this Agreement and the Contract Documents.

21. **Work Changes.** Owner reserves the right to order changes to the Work in the nature of additions, deletions, or modifications without invalidating this Agreement and agrees to make corresponding adjustments in the Contract Price and the Contract Time, if applicable. All changes to the Work, the Contract Price, or the Contract Time will be authorized in a written order signed by Owner and Contractor (a "**Change Order**"), which shall be incorporated by reference herein.

22. **Other Contractors.** Owner reserves the right to enter into other contracts in connection with the Work. Contractor shall cooperate with all other contractors so that their work shall not be impeded and shall give them access to the Property as necessary to perform their contracts.

23. **Indemnification.** Contractor agrees to defend, indemnify, and hold harmless Owner and its agents and employees, from and against all claims, actions, liabilities, suits, demands, injuries, obligations, damages, losses, settlements, judgments, fines, penalties, costs and expenses, including reasonable attorneys' fees, arising out of any negligent act or omission by Contractor, a subcontractor, or anyone directly or indirectly employed by them in the performance of the Work resulting in bodily injury, illness or death, or property damage, including loss of use, unless caused by the sole negligence or willful misconduct of Owner. Contractor's obligations under this Section also extend to all claims, liabilities, damages, losses, fines, penalties, costs and expenses, including reasonable attorneys' fees, arising out of

    a. any lien filed against the Property by a subcontractor, supplier, or laborer for labor or materials furnished for the Work, unless Owner has failed to pay Contractor an undisputed amount due for that labor or materials, or
    b. any violation of the Applicable Laws by Contractor, a subcontractor, or anyone directly or indirectly employed by them.

24. **Contractor's Insurance.** Contractor agrees to maintain, at its own expense during the entire period of construction, at the Property the following required insurance coverage set forth below. Except for the workers' compensation insurance, Contractor shall name Owner, Mayor of Baltimore City, City Council of Baltimore City, Baltimore DHCD, and any other party required by Owner's funding source for the Work as additional insureds. Proof of such insurance shall be filed by Contractor with Owner within 10 days after execution of the Agreement. Contractor shall give Owner at least 30 days prior written notice of any cancellation, non-renewal, or material reduction of any required coverage.

    a. **Commercial General Liability Insurance.** At limits of not less than $1,000,000 per occurrence for claims arising out of bodily injuries or death, and property damages. For policies with aggregate limits, a minimum limit of $1,000,000 is required. Such insurance shall include contractual liability insurance. Contractor shall maintain such insurance, including products-completed operations coverage, through the end of the warranty period under this Agreement.

    b. **Errors and Omissions Insurance.** At a limit of not less than $1,000,000 and name the City of Baltimore as an additional insured if services delivered pursuant to this Agreement either directly or indirectly involve or require Professional Services. "**Professional Services**" for the purpose of this Agreement shall mean any services provided by a licensed professional.

    c. **Business Automobile Liability.** At limits of not less than $1,000,000 per occurrence for claims arising out of bodily injuries or death, and property damages. The insurance shall apply to any owned, non-owned, leased, or hired automobiles used in the performance of this Agreement.

    d. **Workers' Compensation Insurance.** Such workers' compensation and employer's liability insurance as required by law.

    Names and addresses for additional insureds:

    South Baltimore Community Land Trust, Inc.
    10 16th Ave, #19762
    Baltimore, MD 21225

Mayor of Baltimore, Baltimore City Council, Baltimore DHCD
100 N. Holliday Street, Room 250
Baltimore, MD 21202

25. **MBE/WBE Participation.** Contractor shall achieve Minority Business Enterprise (MBE) participation of not less than 27% and Women Business Enterprise (WBE) participation of not less than 10% of the Contract Price, consistent with the City of Baltimore requirements applicable to Owner's funding source for the Work. Contractor shall identify all MBE/WBE subcontractors, their scopes of work, and their dollar values in a schedule delivered to Owner with the list of proposed subcontractors under the Notice to Proceed Section, and shall provide Owner with documentation of MBE/WBE payments upon request until Final Completion. Failure to meet or maintain the participation levels stated in this Section, absent Owner's prior written waiver, shall be a material breach of this Agreement.

26. **Baltimore City Local Hiring Law Compliance.** Contractor shall comply with Baltimore City's Local Hiring Law for the duration of the Work. Contractor shall notify Owner in writing of any new position created by Contractor or any subcontractor because of the Work before filling that position, and shall post each such position with the Mayor's Office of Employment Development for not less than 7 days before hiring. Not less than 51% of all new hires for the Work shall be Baltimore City residents. Contractor shall provide Owner, upon request, with the number of current workers, new workers, and Baltimore City resident employees engaged in the Work.

27. **Waiver of Subrogation.** Owner and Contractor each waive all claims or rights to recovery against the other party for any loss or damage to the extent such loss or damage is covered by insurance or would be covered by any insurance required under this Agreement. Owner and Contractor shall cause each insurance policy carried by Owner or Contractor relating to the Property to include or allow a full waiver of any subrogation claims.

28. **Performance and Payment Bonds**. If Owner requires, Contractor shall furnish a performance bond and a payment bond, each in an amount equal to 100% of the Contract Price, issued by a surety licensed to do business in Maryland and acceptable to Owner. Contractor shall deliver the bonds to Owner before Owner issues the Notice to Proceed. The cost of the bonds shall be included in the Contract Price.

29. **Time of Essence.** All times stated in this Agreement or in the Contract Documents are of the essence. Contractor agrees to perform and complete the Work within the Contract Time.

30. **Extension of Time.** The Contract Time may be extended by Change Order for such reasonable time as Owner may determine when performance of the Work by Contractor is delayed by a Change Order, labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions, unavoidable casualties, or other causes beyond Contractor’s control or which justify the delay. Contractor shall request any extension in writing within 10 days after the delay begins.

31. **Early Termination.**

    a. **Contractor’s Termination.** Contractor may, on 10 days written notice to Owner, terminate this Agreement before the completion of the Work when for a period of 30 days after a progress payment is due, through no fault of Contractor, Owner fails to make the payment. On such termination, Contractor may recover from Owner payment for all Work completed and for any loss sustained by Contractor for materials, equipment, tools or machinery to the extent of actual loss thereon.

    b. **Owner’s Termination.** Owner may, on 10 days written notice to Contractor, terminate this Agreement before the completion of the Work, and without prejudice to any other remedy Owner may have, when Contractor defaults

in the performance of any provision of this Agreement, or fails to carry out performance of the Work in accordance with the provisions of the Contract Documents, and Contractor fails to cure the default within that 10-day period. If the unpaid balance of the Contract Price at the time of the termination exceeds the expense of finishing the Work and Owner's other damages resulting from the default, Owner shall pay such excess to Contractor. If the expense of finishing the Work and Owner's other damages resulting from the default exceed the unpaid balance of the Contract Price at the time of termination, Contractor shall pay the difference to Owner.

c. **Owner's Termination for Convenience**. Owner may, on 10 days written notice to Contractor, terminate this Agreement for Owner's convenience and without cause. On such termination, Contractor shall stop the Work, and Owner shall pay Contractor for all Work properly completed through the date of termination and for Contractor's reasonable costs of demobilizing, less amounts previously paid, but Contractor shall not be entitled to profit on Work not performed.

32. **Disputes.** Any dispute arising from this Agreement shall be resolved through mediation in Baltimore, Maryland. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration in Baltimore, Maryland, conducted in accordance with the rules of the American Arbitration Association. Nothing in this Section prevents either Party from seeking injunctive or other equitable relief from a court of competent jurisdiction to prevent irreparable harm.

33. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

34. **Headings.** The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction, or interpretation of any provision of this Agreement.

35. **Notices.** Any notice or communication given or made to any Party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service, or sent by certified or registered mail, return receipt requested, to the address stated above or to another address as that Party may subsequently designate by notice and shall be deemed given on the date of delivery.

36. **Assignment.** No Party hereto shall have the right to assign its rights or delegate its duties hereunder without the written consent of the other Party, which consent shall not be unreasonably withheld.

37. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, heirs, administrators, executors, successors, and permitted assigns.

38. **Governing Law.** This Agreement and the rights and obligations of the Parties hereto shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its conflict of law provisions.

39. **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal, and enforceable as though the invalid, illegal, or unenforceable part had not been included in this Agreement.

40. **Entire Agreement.** This Agreement, together with the other Contract Documents, contains the entire agreement between the Parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, and agreements.

41. **Amendments.** This Agreement may not be amended or modified except by a written agreement signed by all of the Parties.

42. **Waiver.** No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by any Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

43. **Industry Language.** Terms used in this Agreement, unless otherwise defined, shall be construed according to the customary meaning within the construction industry in the area where the Property is located and for the type of work being performed.

44. **Independent Contractor.** Contractor acknowledges that it is an independent contractor and is not an agent, partner, joint venturer, or employee of Owner. Contractor shall have no authority to bind or otherwise obligate Owner in any manner nor shall contract or represent to anyone that it has the right to do so. Contractor further agrees that if Owner suffers loss or damage as a result of a violation of this provision Contractor shall indemnify and hold harmless Owner from any such loss or damage.

45. **Rights of Third Parties.** Nothing in this Agreement shall create or give to any third party a claim or right of action against Contractor or Owner.

46. **Confidentiality.** As a result of Contractor's participation in the Work, Contractor shall have access and contribute to information and materials of a highly sensitive nature, including nonpublic information about Owner's finances, funding sources, residents, and community members (the "**Confidential Information**"). Contractor hereby warrants that Contractor and its employees and agents shall not (without in each instance obtaining Owner's prior consent) disclose, make commercial or other use of, or give or sell to any person, firm, or corporation, any Confidential Information received directly or indirectly from Owner or acquired or developed in the course of the performance of this Agreement, except to the extent necessary to perform the Work, unless:

    a. required to do so pursuant to law (and then only after Contractor has given Owner prompt written notice of the legal compulsion and, at Owner's expense, provided Owner with cooperation in any attempt Owner may make to gain a protective order acceptable to Owner); or
    b. it is rightfully in the possession of Contractor from a source other than Owner prior to the time of disclosure of the information to Contractor under this Agreement; or
    c. it was in the public domain prior to the time of Contractor's receipt; or
    d. it became part of the public domain after the time of Contractor's receipt by any means other than an unauthorized act or omission on the part of Contractor; or
    e. it is supplied to Contractor after the time of Contractor's receipt by a third party who is not under any obligation to Owner to maintain such information in confidence; or
    f. it was independently developed by Contractor prior to the time of its receipt from Owner.

    All Confidential Information, regardless of form, shall be the property of Owner and returned to Owner upon its request, or in any event, at Final Completion or earlier termination of this Agreement.

47. **Survival.** The obligations of Contractor under the Warranty, Hazardous Materials, Indemnification, Confidentiality, and Independent Contractor Sections, any other obligations that by their nature extend beyond completion, and those by operation of law, shall survive Final Completion or termination of this Agreement.

[Signatures Appear on the Following Pages]

[Counterpart Signature Page to SBCLT Construction Contract Agreement]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

OWNER:

South Baltimore Community Land Trust, Inc.,

a Maryland nonstock corporation

By: _____

Name: Meleny Thomas

Title: Executive Director

CONTRACTOR:

[entity name],

a [State] [entity type]

By: _____

Name: _____

Title: _____

EXHIBITS:

EXHIBIT A – Owner's Plans and Specifications (including the SBCLT RFP scope of work and any drawings)

EXHIBIT B – Contractor’s Response to SBCLT RFP (including Project Cost and Schedule Proposal)