

1. Agenda 10 07 2020

Documents:

[AGENDA 10 07 20.PDF](#)

2. Council Packet 10 07 2020

Documents:

[COUNCIL PACKET 10 07 20.PDF](#)

AGENDA

**CITY OF WESTMINSTER
Special Mayor and Common Council Meeting
Wednesday, October 7, 2020 at 4 pm
<https://www.facebook.com/westminstermd/>**

1. CALL TO ORDER

2. UNFINISHED BUSINESS

3. NEW BUSINESS

A) Approval – Warner Construction Contract Change Order No. 13 – Ms. Matthews

4. CITIZEN COMMENTS

Please submit comments to Shannon Visocsky, City Clerk, at Comments@westgov.com. If you would like your comments to be submitted as part of the record, please provide your full name and address. The Council President will read submitted comments that include the required information during the meeting, and they will be reflected in the meeting minutes.

5. ADJOURNMENT

AGENDA

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5. ADJOURNMENT



To: Mayor and Common Council

From: Barbara B. Matthews, City Administrator

Date: October 6, 2020

Re: Warner Construction Change Order No. 13

Background

Warner Construction is the general contractor for the 45 West Main Renovation Project. Unforeseen conditions have arisen during construction that must be addressed through execution of Change Order No. 13 to the contract between the City and Warner Construction.

The scope of work involved in this contract modification is necessary to remove and repair a below-grade storm drain connection that is believed to have failed just outside of the building’s foundation. The work will involve excavating as needed to remove the existing connection of the 3” to the 6” storm drain line, reconfiguring these lines to move this connection inside of the building, and then patching and waterproofing the foundation walls exposed during the repairs. All excavation will be backfilled per project standards, and any curbs and asphalt paving disturbed during the repairs will be reconstructed to match existing conditions.

Change Order No. 13 will increase the contract time for completion by four calendar days.

Recommendation

Staff recommends that the City authorize Warner Construction to perform the work discussed above through the approval and execution of Change Order No. 13 in the amount of \$14,957.73.

Attachments

- Gant Brunnett Architects Review Letter
- Proposed Change Order No. 13



October 6, 2020

City of Westminster
56 West Main Street
Westminster, MD 21157

Attn: Barbara B. Matthews, City Administrator

Re: City of Westminster Administrative Office Building Renovations & Alterations
Project No. 20-02

Change Order #13 – Storm Drain Repairs at ATM Drive Lane (RFP-32)

Dear Ms. Matthews;

I have reviewed the change order proposal submitted by Warner Construction in connection with the above reference project and I recommend approval of this Change Order in the amount of \$14,957.73.

The scope of work involved in this modification is necessary to remove and repair a below-grade storm drain connection that is believed to have failed just outside of the building's foundation. This work will involve excavating as needed to remove the existing connection of the 3" to the 6" storm drain line, reconfigure these lines to move this connection inside of the building, and then patch and waterproof the foundation walls that were exposed during the repairs. All excavation will be backfilled per project standards, and any curbs and asphalt paving that was disturbed during the repairs will be reconstructed to match existing conditions.

I hope you find this Change Order to be acceptable, and request that the form be signed by the Mayor and forwarded to Warner Construction for their signature. If you have any questions, please do not hesitate to contact me at any time.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jim McArthur', written over a horizontal line.

Jim McArthur

gant • brunnett
ARCHITECTS

CHANGE ORDER #13

Date: October 6, 2020

PROJECT:

Name Westminster Administration Building
Address 45 W Main Street, Westminster, MD 21157
Date of Contract: 11/25/2019

ARCHITECT:

Gant Brunnett Architects
15 W. Mulberry Street
Baltimore, Maryland 21201

OWNER

Name Mayor & Common Council of Westminster
Address 56 W Main Street
Address Westminster, MD 21157

CONTRACTOR:

Warner Construction
1530 Tilco Drive, Suite A
Frederick, MD 21704

THE AGREEMENT BETWEEN OWNER AND CONTRACTOR IS AMENDED AS FOLLOWS:

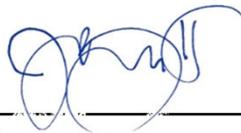
Provide all materials, labor, equipment and services necessary and incidental to RFP 32 (Storm Drain Repairs at ATM Drive Lane - COR 38), all as further described in the Contractor's proposed change order and RFP documents attached herewith. The Contractor's compensation for this Change Order includes the costs for all collateral expenses that are the result of implementing this change in the scope of contract work. These collateral expenses include, but are not limited to, supervision, additional time to complete the entire project, temporary facilities and utilities, and adjustments to the timing or sequencing of other work impacted this change.

The original Contract Sum was	\$4,435,000.00
The net change by previously authorized Change Orders	<u>\$225,790.02</u>
The Contract Sum including prior change orders is	\$4,660,790.02
The Contract Sum will be increased by this Change Order in the amount of	<u>\$14,957.73</u>
The new Contract Sum, including this Change Order, will be	\$4,675,747.75

The Contract Time for completion is increased by 4 calendar days by this change order.
The Date for Completion of all contract work is therefore changed to December 12, 2020.

OWNER	SIGNATURE	Mayor Joe Dominick	DATE
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CONTRACTOR	SIGNATURE	Matt Louden - President	DATE
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10/6/2020

ARCHITECT	SIGNATURE	John Brunnett - President	DATE
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September 21, 2020

Warner Construction
1530 Tilco Drive, Suite A
Frederick, MD 21704

Attn: Mr. Jake Fields

Re: City of Westminster Administrative Offices
Request for Proposal – 32 – Storm Drain Repairs at ATM Drive Lane

Dear Mr. Fields;

I request herein a change order proposal from your firm to provide the following modifications to the referenced contract:

3" sump drain line and 6" storm drain line, shown on sheet P101 between column grid lines X.16 and Y.16, to be modified as follows:

- Remove existing 3" sump drain line beginning at the underground junction to the 6" storm drain outside of the building, all the way back to 10'-0" inside of foundation wall.
- Plug foundation wall void from demolished 3" drain line to match surrounding construction.
- Replace demolished 3"-to-6" fitting with 6" straight pipe coupling.
- Connect interior section of 3" sump drain line to the 6" storm drain inside of the building with accessible cleanout.
- Apply two-part fluid waterproofing to all below grade foundation walls exposed in the process of making the above repairs.
- Backfill and repair all sidewalks, curbs, and asphalt pavement to match existing conditions.

RFP 32 Add Alternate – 6" Storm Drain Replacement

- Remove and replace the existing 6" underground storm drain line in its entirety - from where the line exits the building to the storm drain inlet at the intersection of Main and Bond Streets.
- Backfill and repair all sidewalks, curbs, landscaping, and asphalt pavement to match existing conditions.

If you have any questions don't hesitate to call on me.

Sincerely,

James McArthur

Cc: Barbara Matthews
20564 RFP

gant • brunnett
ARCHITECTS



1530 Tilco Drive, Suite A
Frederick, MD 21704
Ph (301)696-0525 Fax (301)696-0530

Change Request

To: City Of Westminster
56 West Main Street
Westminster, MD 21157

Number: 38
Date: 10/2/20
Job: 19-10-0230 Westminster Admin. Building
Phone: 301-696-0525

Description: RFI#32-Strom Drain Repairs

We are pleased to offer the following pricing to make the following changes:
Remove sidewalk, asphalt and excavate
Remove 3" outside of building and replace to meet 6" inside building
Plug foundation & Waterproof
Replace demolished 6" piping and provide coupling
Test, backfill and repair all curbs, sidewalk and asphalt

Area to excavate roughly 6'-8' outside of building, 10' wide and however deep pipe is with additonal 1' excavated with CR-6 Backfilled

The total amount to provide this work is \$14,957.73
(Please refer to attached sheet for details.)

Please note that Warner Construction will require an extra 4 days.

This proposal is valid if accepted within 30 days.
If you have any questions, please contact me at (301)696-0525.

Submitted by: Jake Fields
Warner Construction

Approved by: _____

Date: _____



1530 Tilco Drive, Suite A
 Frederick, MD 21704
 Ph (301)696-0525 Fax (301)696-0530

Change Request 38 Price Breakdown
 Continuation Sheet

Description: RFI#32-Strom Drain Repairs

Description	Hours	Rate	Labor	Material	Equipment	Subcontract	Other	Price
Earthwork/Utilites/Concrete/Waterproof						\$12,110.00		\$12,110.00
Plumbing						\$2,135.46		\$2,135.46
						Subtotal:		\$14,245.46
					Warner Fee	\$14,245.46	5.00%	\$712.27
						Total:		\$14,957.73

LANDSCAPE PLANTING SPECIFICATIONS
GENERAL

Plant materials shall conform to American Standard for Nursery Stock sponsored by American Association of Nurseryman, Inc.

Plants shall be subject to inspection by the Carroll County Office of Landscape & Forest Conservation for quality, size, color, and trueness to species. Plants lacking compactness or proper proportions, plants which are weak or thin, and plants which are not the species or variety called for in the plant list will not be accepted. Right is reserved to reject plants considered unsatisfactory. Rejected plants shall be removed from the site and replaced with plants specified. Pruning plants prior to delivery shall be prohibited.

Substitutions will not be permitted without the consent of the Carroll County Office of Landscape & Forest Conservation. If proof is submitted that specific plants or sizes are unavailable, proposals will be considered for the nearest equivalent size or variety with equitable adjustment to the contract price.

Plants shall have normal, well developed branches and vigorous fibrous root system. They shall be healthy, vigorous plants free from defect, decay, damaged roots, sun scald injuries, abrasions of the bark, plant diseases, insect pest's eggs, borers and forms of infestations and objectionable distortions.

Plants shall be nursery grown unless otherwise specifically permitted in each instance and shall have been growing under similar climatic conditions as the location of the project for at least 2 years prior to the date of the planting contract.

- REFERENCES**
- All plants shall be identified in accordance with Hortus Third, by L.H. Bailey, 1976 or latest edition.
 - All nursery stock shall conform to American Association of Nurseryman, Inc. Standards for Nursery Stock, publication ANSI Z60.1, 1980 or latest edition.
 - Landscape specifications shall conform to Landscape Specifications Guidelines for Baltimore-Washington Metropolitan Areas 2014 edition. All nursery stock shall be planted in accordance with the procedures outlined in the guidelines. All nursery stock shall be planted in accordance with the procedure outlined in the guidelines.

PLANTING PROCEDURES

Plants shall be freshly dug at time of delivery.

Balled and burlapped plants shall be dug with solid balls of adequate size, the balls securely wrapped with burlap or canvas, tightly bound with rope or wire.

The Planting Seasons for plant material shall be as follows:

Deciduous Trees and Shrubs: October 1st thru December 15th
March 15th thru May 15th

Evergreen Trees and Shrubs: September 1st thru November 15th
March 15th thru May 15th

At the option and full responsibility of the Contractor, planting operations may be conducted under unseasonable conditions without additional compensation.

Planting and backfill mix shall consist of 3 parts excavated soil, 1 part leafgro or equivalent, and fertilizer 14x14x14.

Reasonable care shall be exercised to have pits dug and soil prepared prior to moving plants on-site for planting to ensure that they will not be unnecessarily exposed to drying elements or physical damage. Size of pits shall be 1.5 to 2 times the diameter of the root ball, and the root ball shall be elevated 2-3" above grade to allow for drainage. A broad mound of soil shall be left around the base to enable the elevation to blend into the site. Fall planted evergreen trees and shrubs shall have foliage sprayed with Wilt-Pruf or equivalent to reduce the loss of foliage from wind and cold.

Groundcover areas shall be prepared as specified before. Plant groundcover to within 1"-0" of tree trunks and shrubs.

Plant holes shall be backfilled with soil mix specified above and placed in layers around the roots or ball. Each layer shall be carefully tamped to avoid injury to plants and roots. When holes are approximately two-thirds full, the hole shall be filled with water and soils allowed to settle around the roots. After the water has been absorbed the hole shall be filled with soil mix and lightly tamped. A Berms 3" in height shall be formed around the hole as shown on the planting details.

All planting beds shall be mulched with finely shredded hardwood mulch as follows:

Groundcover beds shall be mulched after planting to a depth of 1 inch.

Other tree and shrubs shall be mulched after planting to a depth of 3 inches.

Mulch shall be applied immediately after planting to retain moisture. Rake surface smooth and even, then soak full depth of mulch thoroughly.

Trees shall be staked and a deer barrier shield around trunk installed according to the following:

Wire shall be 12 gauge annealed galvanized. Hose shall be minimum 1/2" diameter, 2 ply reinforced hose. Stakes shall be sound uniform 2"x2"x6" oak stakes. Deer guard is only necessary in areas with known deer populations. Use 4" x 48" tree guard with 1/2" x 1/2" mesh grid zip tied together.

Landscape specifications shall conform to the Landscape Specification Guidelines for Baltimore-Washington Metropolitan Areas 2014, or latest edition, developed by the Landscape Contractors Association, MD-DC-VA. All nursery stock shall be planted in accordance with the procedures outlined in the guidelines with the following exceptions:

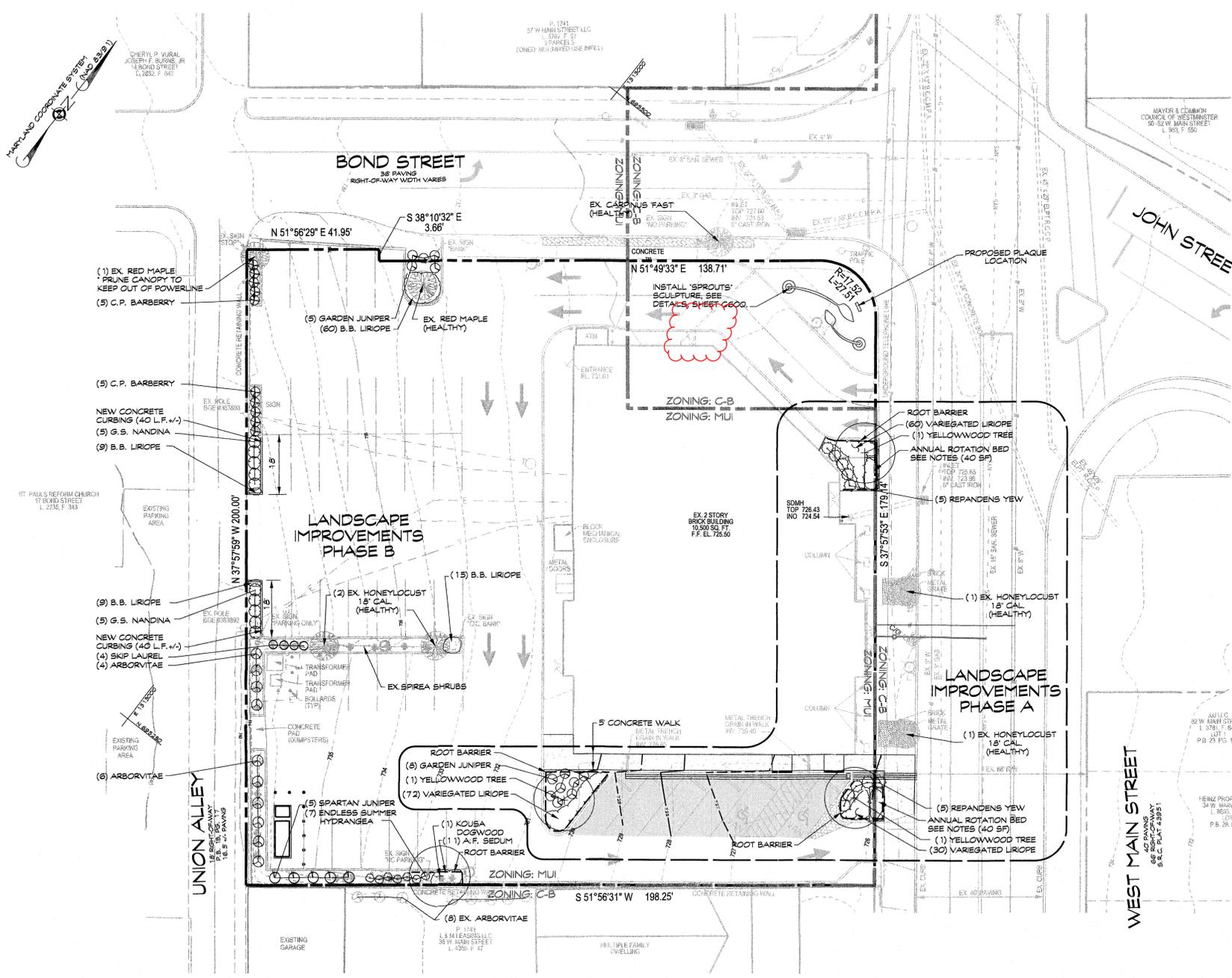
- If the soil is wet or compacted, all containerized and balled nursery stock should be planted such that the top one-fourth of the rootball is above the existing grade. This departure in the established procedures has been documented to increase the rate of transplant success in these types of soils.
- Wire and non-degradable materials should be removed as far as practical before backfilling to prevent root girdling.

MAINTENANCE AND REPLACEMENT

Maintenance of plant material shall begin when project commences and continue until the final inspection and acceptance. Planting maintenance shall include all necessary watering, cultivation, weeding, pruning, wound dressing, disease and insect pest control, protective spraying, replacement of unacceptable material, straightening plants which lean or sag, adjustment of plants which settle or are planted too low, and any other procedure consistent with good horticultural practices necessary to insure normal, vigorous, and healthy growth of all work under this contract.

Contractor shall be responsible for the use of all materials, labor and equipment, and any injury to plant material caused by such material, labor, and equipment shall be corrected and repaired by the contractor at no additional expense to the Owner.

A proving period shall follow the completion of all planting for one year. All plant material found to be unsatisfactory during the proving period shall be replaced by the Contractor, at no additional expense to the Owner. All replacement shall have a one year proving period and shall be installed in accordance with the planting times and specifications specified above.



Plant List for Phase A

Botanical Name	Cultivar	Common Name	Quantity	Size	Root Cont.	Remarks
TREES						
Cladonia lentucaa		Yellowwood	3	2.5' cal.	B&B	Single-leader
Shrubs						
Taxus baccata	Repandens	Spreading Yew	10	24"	B&B	evergreen
Juniperus procumbens	Nana	Japanese Garden Juniper	8	18"	5 gal.	evergreen
Annual Rotation - (2) 40 sf beds						
Spring May 1st, Lantana	Goldsome	Lantana	96	6"	container	yellow
Fall Nov. 1st, Pansies	Deep Orange	Pansies	96	4"	container	orange
Groundcover/Perennials						
Liriope muscari	Variegated	Variegated Liriope	162	4" pot.	24"/flat	evergreen

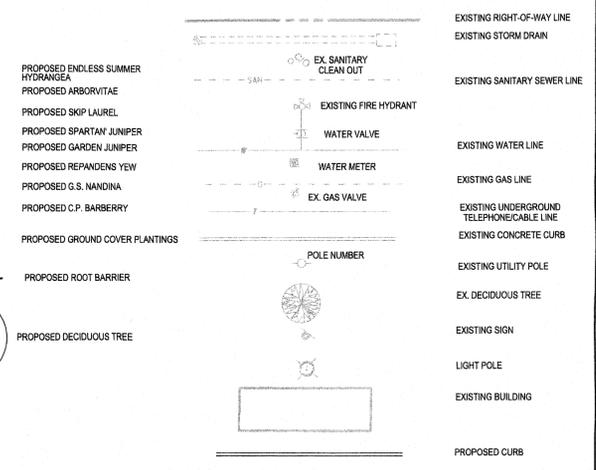
Pavement Removal Area: 812 sf
Bed Area: 725 sf
Topsoil Mix: 25 cy at 11" depth Plant Mix: 7 cy for top 3" depth Fertilizer: 14x14x14
Shredded Hardwood Mulch: 7 cy at 3" depth

Plant List for Phase B

Botanical Name	Cultivar	Common Name	Quantity	Size	Root Cont.	Remarks
Small Trees						
Kousa kousa		Kousa Dogwood	1	2.5' cal.	B&B	Single-leader
Evergreen Trees						
Juniperus chinensis	Spartan	Spartan Juniper	5	6' ht.	B&B	evergreen
Thuja occidentalis	Emerald Green	Arborvitae	10	6-8' ht.	B&B	evergreen
Shrubs						
Berberis thunbergii	Crimson Pygmy	C.P. Barberry	10	12" ht.	3 gal.	maroon
Hydrangea macrophylla	Endless Summer	Hydrangea	7	24" ht.	5 gal.	pink
Juniperus procumbens	Nana	Japanese Garden Juniper	5	24" ht.	5 gal.	evergreen
Nandina domestica	Gulf Stream	G.S. Nandina	10	18" ht.	3 gal.	evergreen
Prunus laurocerasus	Schipkaensis	Skip Laurel	4	48" ht.	B&B	evergreen
Groundcover/Perennials						
Liriope muscari	Big Blue	B.B. Liriope	93	4" pot.	24"/flat	evergreen
Sedum spp.	Autumn Fire	A.F. Sedum	11	# 1	cont.	red

Pavement Removal Area: 175 sf Bed Area: 1215 sf
Topsoil for New Plant Beds: 6 cy Plant Mix: 5 cy
Fertilizer 14x14x14
Shredded Hardwood Mulch: 11 cy at 3" depth

LEGEND:

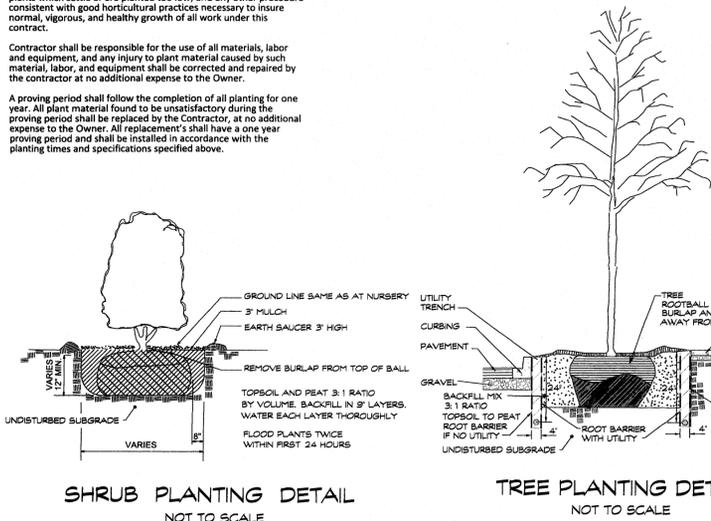
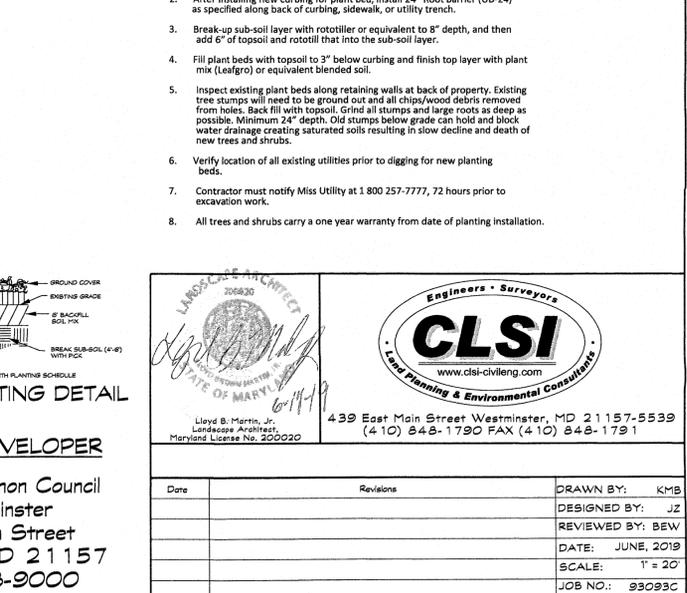
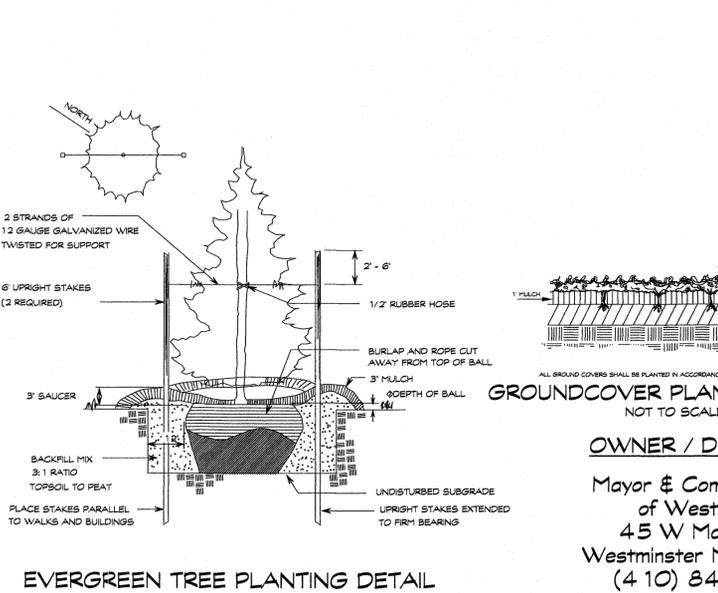
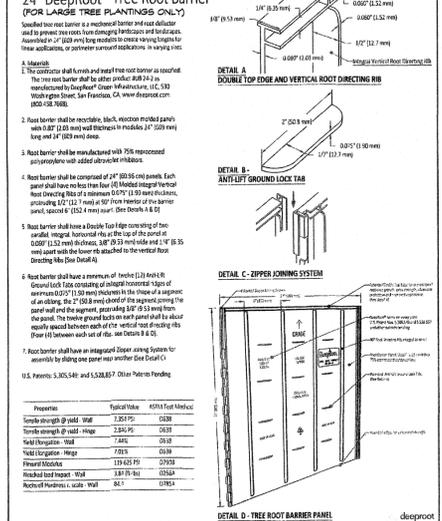


Landscape Construction Notes:

- Where new plant beds are being created from existing pavement. Remove concrete, asphalt, and curbing, and all gravel base material. Remove paving material from site, and reuse gravel or haul away.
- After installing new curbing for plant bed, install 24" Root Barrier (UB-24) as specified along back of curbing, sidewalk, or utility trench.
- Break-up sub-soil layer with rototiller or equivalent to 8" depth, and then add 6" of topsoil and rototill that into the sub-soil layer.
- Fill plant beds with topsoil to 3" below curbing and finish top layer with plant mix (leafgro) or equivalent blended soil.
- Inspect existing plant beds along retaining walls at back of property. Existing tree stumps will need to be ground out and all chips/wood debris removed from holes. Back fill with topsoil. Grind all stumps and large roots as deep as possible. Minimum 24" depth. Old stumps below grade can hold and block water drainage creating saturated soils resulting in slow decline and death of new trees and shrubs.
- Verify location of all existing utilities prior to digging for new planting beds.
- Contractor must notify Miss Utility at 1 800 257-7777, 72 hours prior to excavation work.
- All trees and shrubs carry a one year warranty from date of planting installation.

FOR LARGE TREE PLANTINGS - TREE ROOT BARRIER UB-24-2 DEEPROOT, INC. OR EQUIVALENT MIN. 10 MIL PLASTIC SHEETING TO 24" DEPTH WWW.DEEPROOT.COM

UB 24-2 Specifications
24" DeepRoot® Tree Root Barrier (FOR LARGE TREE PLANTINGS ONLY)



TREE PLANTING DETAIL
NOT TO SCALE

EVERGREEN TREE PLANTING DETAIL
NOT TO SCALE

GROUNDCOVER PLANTING DETAIL
NOT TO SCALE

OWNER / DEVELOPER

Mayor & Common Council of Westminister
45 W Main Street
Westminister MD 21157
(410) 848-9000

LABORERS ARCHITECTS
Lloyd B. Morris, Jr.
Landscape Architects
Maryland License No. 2002020

Engineers - Surveyors
CLSI
Civil Planning & Environmental Consultants
www.clsi-civileng.com
439 East Main Street Westminister, MD 21157-5539
(410) 848-1790 FAX (410) 848-1791

Date	Revisions	DRAWN BY: KMB
		DESIGNED BY: JZ
		REVIEWED BY: BEV
		DATE: JUNE, 2019
		SCALE: 1" = 20'
		JOB NO.: 93093C
		SHEET: 4 OF 7

gba
gant-brunnett
ARCHITECTS
15 West Mulberry Street
Baltimore, Maryland 21201-4406
Telephone Number: 410-234-8444

CONSULTANTS:

PROJECT:
CITY OF WESTMINSTER
ADMINISTRATIVE OFFICES
45 WEST MAIN STREET
WESTMINSTER, MD 21157

PROJ. NO.:	20564
DATE:	10/2/2018
SCALE:	AS NOTED
REVISION:	

LANDSCAPE PLAN

C400



217 Monroe Avenue
Frederick, MD 21701
Ph (301)662-5387 Fax (301)698-0451

Change Request

To: Jake Fields
Warner Construction
1530 Tilco Dr
Suite A
Frederick, MD 21704
Ph: (301)696-0525 Fax: (301)696-0530

Number: 11
Date: 9/29/20
Job: 19-01-0230 Westminster City Admin
Phone:

Description: Connect sump to storm inside building and run 5 feet outside building

We are pleased to offer the following pricing to make the following changes:
Scope of work to connect the sump line and the storm line inside the building and run to 5 feet outside the building.
All other scopes of work are excluded from this proposal. including but not limited to the excavation and backfill.
This change order proposal covers only the direct costs associated with the change order work described above. We reserve the right to assess the impact of this change order and to submit these costs as they become known. It is anticipated that all work required by this change will be done on a straight time basis. Premium time work, if required, must be directed in writing and all costs shall be billed as an additional item. The work covered by this change order shall be performed under the same terms and conditions as that included in the original contract.

The total amount to provide this work is \$2,135.46
(Please refer to attached sheet for details.)

Please note that Warner Mechanical will require an extra 3 days.

This proposal is valid if accepted within 30 days.
If you have any questions, please contact me at (301)662-5387.

Submitted by: Scott Scherer
Warner Mechanical

Approved by: _____

Date: _____



217 Monroe Avenue
 Frederick, MD 21701
 Ph (301)662-5387 Fax (301)698-0451

Change Request 11 Price Breakdown
 Continuation Sheet

Description: Connect sump to storm inside building and run 5 feet outside building

Description	Hours	Rate	Labor	Material	Equipment	Subcontract	Other	Price
Underground Plumbing	13.00	\$65.00	\$845.00	\$761.92				\$1,606.92
Insulation Sub						\$250.00		\$250.00
						Subtotal:		\$1,856.92
					OH&P	\$1,856.92	15.00%	\$278.54
						Total:		\$2,135.46

Company: R.W. WARNER, INC.
 Job Name: WESTMINSTER CITY ADMIN BLDG - RFP 32 - STORM DRAIN REPAIR II
 Material Set: Factor #1
 Labor Set: BOOK (PHCC)
 Run Date: 09-28-2020 @ 13:50:38
 Sort Key: By System

- Exclude Job Items
- Hide \$ Breakdown
- Hide Unit Price
- Hide Net Labor
- Hide Adj Labor
- Hide Labor BreakDown
- Hide Net Price
- Hide Mat'l Group
- Hide Weight
- Hide Volume

Show / Hide All

S	Qty	Size	Description	Price Total	Labor Total
DEMO SUMP PUMP DISCHARGE TIE-IN TO STORM	15.0	3	Pipe Demolition	\$ -	3.451
DEMO SUMP PUMP DISCHARGE TIE-IN TO STORM	15.0	(SUBTOTAL)		\$ -	3.451
EXTERIOR STORM LINE REPLACEMENT	55.03	6	Sch 40 PVC DWV PE Pipe	\$ 157.16	7.374
2	6		PVC DWV Coupling	\$ 73.82	2.68
1	6		Sch 40 PVC DWV SW 90 Ell	\$ 64.90	1.34
2	6		Sch 40 PVC DWV SW 45 Ell	\$ 122.18	2.68
10	6		Solvent Weld Joints	\$ 6.00	0.0
1	6		CI Foundation Sleeve w/Link Seal	\$ 161.00	0.8
16.3	NA		cu yards Excavation	\$ 635.88	24.946
EXTERIOR STORM LINE REPLACEMENT	87.33	(SUBTOTAL)		\$ 1,220.95	39.82
SUMP PUMP DISCHARGE TIE-IN TO STORM	11.62	3	No-Hub Cast Iron Soil Pipe	\$ 100.09	0.813
10	6		No-Hub Cast Iron Soil Pipe	\$ 192.20	1.0
1	3		NH CI Soil Test Tee L/Plug	\$ 18.86	0.7
1	6		NH Cast Iron 1/4 Bend	\$ 45.95	1.0
2	3		NH CI Soil 1/8 Bend	\$ 21.24	1.4
1	3x2 1/2		NH CI Soil Ferrule w/A Plug	\$ 23.76	0.35
1	6x3		NH CI Soil Combo	\$ 68.49	1.35
10	3		No-hub Couplings	\$ 115.50	0.0
4	6		No-hub Couplings	\$ 138.20	0.0
3	3		Plain Standard Clevis Hanger	\$ 8.15	1.8
6	1/2		Hex Nuts	\$ 0.42	0.0
6	1/2		Plain Washer	\$ 0.18	0.0
3	1/2		Plain Wide Jaw Top C-Clamp	\$ 7.82	0.0
12	1/2		Plain Threaded Rod	\$ 6.00	0.0
1	6		Plain Standard Clevis Hanger	\$ 5.60	0.8
2	3/4		Hex Nuts	\$ 0.26	0.0
2	3/4		Plain Washer	\$ 0.08	0.0
1	3/4		Plain Wide Jaw Top C-Clamp	\$ 6.13	0.0
4	3/4		Plain Threaded Rod	\$ 3.00	0.0
SUMP PUMP DISCHARGE TIE-IN TO STORM	81.62	(SUBTOTAL)		\$ 761.92	9.213
183.96	(TOTAL)			\$ 1,982.87	52.484



CUSTOMER: Warner Construction

PHONE: _____

Fax _____

PROPOSAL DATE: 10/6/2020

JOB 1-2

START: Weeks

CONTACT: Jake Fields

JOB LOCATION: 45 West main Street Westminster MD 21157

PROPOSAL - The Company agrees to provide labor and materials as follows:

Option #1 Equipment-Dump Truck, Mini Excavator, Skid Loader, Concrete Saw, Tamper (Waterproofing per specs)

Scope- Saw Cut, Excavation, Demo, Hauling, Waterproofing, Backfill & Compaction-CR-6 Stone Testing, Concrete & Asphalt Replacement (Per RFP#32)

Man power- Dump truck driver, 1 laborer, 2 ea. operators

Daily Rate \$3,027.50

Mobilization included

(see additional sheets if necessary)

Cost: \$12,110.00

Deposit: _____

Due Upon Completion: _____

The Company agrees to begin work with in approximately 30 days, and the above specified work will take approximately 4 days to complete. If labeled an "estimate", it is just that, a good faith estimate based on our experience. Much of our work is dependent on the weather - Please be patient if/ when weather affects our schedule. Additional work (work not specified above) will be done at the customer's request for an agreed upon additional charge. The Customer agrees to hold harmless the Company for acts of God or intentional acts of third parties not affiliated with the Company including, but not limited to weather damage, disease, pests, vehicle and/ or pedestrian damage, as well as other naturally occurring problems and vandalism.

Payment is due upon completion of the work unless terms are agreed upon and noted on this form. Payments past due will immediately accrue pre-judgment interest in the amount of Ten Percent (10%) per year. Interest shall begin to accrue on or about the Thirty-First (31st) day after completion of the work.

Should collection efforts be necessary to collect any monies due and owing, the customer agrees to pay reasonable attorneys fees actually incurred by the company as a result thereof. Moreover, the customer agrees that any and all claims resulting from or related in any way to the work performed in accordance with this agreement shall be litigated in Frederick County, Maryland and shall be based solely on Maryland law.

Carla Matz

Warner Construction

Estimator:

Customer: