



Request for Bids

City of Westminster Clocktower Rehabilitation Project

**The City of Westminster
45 W. Main Street
Westminster, MD 21157
Purchaser: John Dick**

Bids.@westminstermd.gov

*RFB #23-05
August 12, 2022*



CITY OF WESTMINSTER
45 West Main Street
Westminster, Maryland 21157



TELEPHONE
Local (410) 848-9000
Baltimore Line (410) 876-1313
www.westminstermd.gov

Date: August 12, 2022

To: Firms Interested in Submitting a Bid

From: John Dick, Deputy Director of Public Works

Re: Request for Bids by the City of Westminster for Clocktower Rehabilitation Project

The Mayor and Common Council of Westminster (“the City”) requests bids (hereinafter, a “Bid” or “Proposal”) for Clocktower Rehabilitation Services in accordance with the attached Contract documents. By submission of a Bid, the Bidder represents that it has the ability to comply with all requirements contained therein. The City reserves the right to reject any or all proposals or any portion thereof.

Sealed bids consisting of all required Bid forms should be submitted to John Dick, Deputy Director of Public Works, 45 West Main Street, Westminster MD 21157, no later than 2:00 p.m. on Monday September 26, 2022. Sealed bids must be clearly marked “Bid for Clocktower Rehabilitation” on the outside of the envelope.

All Bids are to be accompanied by a bid bond in the amount of 10% of the Bid. A sample bid bond format is provided as part of this Request for Bids.

All blanks on each and every form submitted in connection with the Request for Bids must be filled in, and no change shall be made to the items described in the form. All Bids must be signed in ink by the Bidder, with signature in full. Bid must be good for ninety (90) days.

A mandatory pre-bid meeting will be held at 10 am on August 26, 2022 (Eastern Standard Time) at 1838 Emerald Hill Lane, Westminster, MD 21157. Bidder attendance is mandatory.

Bids will be publicly opened and read aloud at 2:15 p.m. on Monday, September 26, 2022. The bid opening will be held at 45 West Main Street, Westminster, MD 21157.

Link for Specifications and Drawings can be found below:

[https://westminstermd.exavault.com/share/view/m217-849jhevl-h0ewe8fh/Finalized%20Request%20for%20Bids%20for%20Clock%20Tower%20Repairs%20\(22-0812\)](https://westminstermd.exavault.com/share/view/m217-849jhevl-h0ewe8fh/Finalized%20Request%20for%20Bids%20for%20Clock%20Tower%20Repairs%20(22-0812))

- **Password: G!S**

This Request for Bids will be placed on the City website at:

<http://www.westminstermd.gov/bids.aspx>

Any bid addenda will be posted on the City website at <http://www.westminstermd.gov/bids.aspx>. Prospective bidders who have questions regarding this Request for Proposals should email their questions to Bids@westminstermd.gov. The closing time for submission of questions is 4:30 p.m. on Wednesday September 21, 2022. All questions and the associated answers will be posted on the City website at <http://www.westminstermd.gov/bids.aspx>.

To receive notification that information regarding this Request for Proposals has been posted to the City website, bidders are encouraged to register with the City by providing their firm name, name of firm representative, and email address for the firm's point of contact to:

Bids@westminstermd.gov

REQUEST FOR BIDS

City of Westminster Clocktower Rehabilitation RFB #23-05

August 12, 2022

I. SCOPE OF SERVICES

This project includes performing repairs to the Clocktower which sits atop the three (3) story retired engine house (now office and retail space) at 66 East Main Street, Westminster, Maryland 21157. This work involves the repair/replacement of many of the clocktower components including masonry, structural steel, wood, architectural metal, windows, paint, roofing, etc.

II. SPECIFICATIONS

1. DESCRIPTION OF WORK:

- A. The Contractor shall provide all supervision, labor, equipment, temporary shoring, scaffolding, protection, materials, and implements necessary to perform all the repair work included in the Project Documents. In general, the work will include the following items.
 - 1. Furnish and install all necessary barricading, scaffolding, security measures, temporary shoring, lateral bracing, protection, etc. as required to safely perform the intended work and maintain facility access and operation. These provisions shall be designed and installed in strict accordance with OSHA and local regulations. All scaffolding, temporary shoring, and protection shall be designed by a Professional Engineer licensed in the State of Maryland. The Contractor shall be solely responsible for site safety, and the stability of all new, temporary, and existing structures, walls, slabs, etc. during the construction phase.
 - 2. Furnish and install bell protection prior to clocktower rehabilitation work and maintain during construction. Includes detaching/removing bell components as specified/required.
 - 3. Furnish and install new supplemental (sistered) building roof joists. Includes all fasteners, clip angles and masonry fasteners along walls, hangers and blocking along existing steel beam, etc.
 - 4. Carefully remove, and either replace in kind or restore/reinstall, all architectural metal/wood elements along transition between tower base and tower attic as identified in the Project Drawings. Includes documenting existing shapes, profiles, details, etc. as required for replacement/reattachment in kind. Includes removal of lead-based paints as

required for elements to be restored/reinstalled. Includes new waterproofing membrane (beneath cornice and over masonry tower base) and accessories, wood/plywood blocking, fasteners, etc.

5. Carefully remove, safely store offsite, and properly reinstall existing wood balustrade along four (4) sides of tower base. Includes new wood blocking, in kind, where top/bottom rails terminate to masonry walls. Includes primer and two (2) coats of approved paint. Remove and replace single wood balusters, in kind, as identified by the Engineer in the field.
6. In a phased manner, demolish existing multi-wythe, brick masonry tower base and reconstruct with new concrete masonry base with brick masonry veneer. Includes all masonry, reinforcement, grout, mortar, ties, fasteners, parging, structural steel elements, etc. Includes cleaning existing steel beams inside building attic and new steel plate over beams. Includes restoring EPDM roof membrane and flashings around base as required to create a watertight condition. Includes removal, restoration, and reinstallation, in kind, of lateral reinforcement rods and star-shaped plates.
7. Remove and replace deficient brick masonry at base of multi-wythe, brick masonry tower attic wall as identified by Engineer in the field and as required to ensure full bearing between existing attic structure and new base.
8. Furnish and install new supplemental (sistered) tower attic floor joists. Includes all fasteners, clip angles, fasteners, etc.
9. Following clocktower base reconstruction, move bell from under tower and relocate on designated area of roof to allow for remaining repairs. Resituate bell back into original location at project completion. Includes reattaching/replacing bell components as specified/required.
10. Remove and replace roof membrane, roof sheathing, and wood sleepers beneath footprint of clocktower (roof decking below sleepers to remain). Includes all fasteners, plywood clips, primers, flashings, etc.
11. Remove and replace damaged slate shingles, in kind, at one (1) location.
12. Carefully remove, restore/repaint offsite, and reinstall existing clock faces. Includes removing/reinstalling clock hands, all attachments/fasteners, surface prepare, primer, two (2) coats of approved paint, sealants, etc.
13. Remove and replace, in kind, deficient brick masonry along tower attic exterior, as identified by Engineer in the field. Repoint all (100% of) mortar joints along exterior of tower attic exterior.
14. Remove and replace four (4) existing wood-framed window assemblies (no lead-based paints present). Includes restoring/repainting existing transoms (to remain in place) as required.

15. Remove and replace the four (4) exterior upright assemblies with new architectural grade, LED RGBW directional upright assemblies. Includes all required accessories, wiring, conduit, junction boxes, remote transformer, connections, etc. Includes new telescoping supports/outriggers (for ease of light replacement/maintenance) and proper/watertight attachments to the tower structure.
16. Carefully and properly clean the entire clocktower exterior. Clean work area (i.e., power wash) to remove all construction dust and debris at completion of work.

2. POLLUTION CONTROLS:

- A. Dust Control: Use water mist, temporary enclosures, netting, and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations.
- B. Disposal: Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- C. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- D. Cleaning: Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

3. BELL PROTECTION AND RELOCATION:

- A. The existing bell shall remain in place during clocktower rehabilitation and be fully encased by wood framing with plywood sheathing. Provide shop drawings of the intended bell protection for the Engineer's review/approval. Work will include the following:
 - a. Document (e.g., photograph) the bell, bell components, clocks and clock components/mechanisms to allow for reattachment of components in kind. Contractor to test bell and clocks, with City representatives present, prior to disassembly to document existing conditions.
 - b. Carefully disconnect, safely store offsite, and later properly reattach the rod from the attic.
 - c. Remove, and later replace in kind, the two (2) diagonal wood struts.
 - d. Carefully disconnect, safely store offsite, and later properly reattach the "hammer" and white-painted wood to which the "hammer" is attached.
 - e. Carefully disconnect, safely store offsite, and later properly reattach the pulley and white-painted wood to which the pulley is attached.
 - f. Furnish and install the bell protection prior to demolition activities. Monitor the bell protection throughout the project and make repairs as needed.

- B. Following clocktower rehabilitation, the bell shall be relocated to allow for replacement of the roof system below the bell. Work will include the following:
 - a. Remove bell and store on rooftop on top of two (2) full sheets of 1” thick plywood. Place bell over masonry wall that separates the stairway attic from the commercial space attic to limit loads on wood roof framing (see Project Drawings). Estimated bell weight is 1,000 lbs.
 - b. Remove (and later replace in kind) all white-painted wood framing located beneath bell.
- C. Following roof replacement work, resituate bell in original location/orientation and properly reattach all components. Contractor to test bell and clocks, with City representatives present, following reassembly to confirm proper function.

4. TESTING:

- A. All material testing is the Contractor’s responsibility including, but not limited to, preconstruction and post-installation testing. All written testing reports shall be provided to the City and Engineer of Record within 5 business days of receipt by the Contractor.

5. DEMOLITION:

- A. Existing clocktower components are to be demolished and removed from the premises in a phased manner. Prior to demolition the Contractor shall provide a written demolition plan for review/approval of the City and Engineer of Record. The Project Documents include general phasing/sequencing as a basis of design. Care shall be taken during demolition work so that the remaining clocktower and building structure are undamaged. Upon removal of all required existing materials for each phase of work, contact the Engineer of Record for an inspection.
- B. At some locations, the existing conditions could not be verified. During demolition, additional assessment will be made, and details will be provided as required by the Engineer of Record.
- C. Contractor shall remove demolished material frequently as demolition proceeds to prevent any accumulation of materials. These surrounding areas (e.g. roof and sidewalks) were not designed to support stockpiles of demolished materials.
- D. Any existing construction to be left in place which is damaged by the construction operations shall be refinished, repaired or replaced at no additional expense to the City. The repair of such damage shall leave the parts in a condition at least equal to that found at the start of the work.

6. NEW MASONRY:

- A. Hollow and solid concrete masonry shall be ASTM C-90, normal weight, 125 pounds per cubic foot dry weight minimum. Provide anchorages and reinforcement as outlined in the drawings.

- B. Steel reinforcing bars: ASTM A 615/A 615M, Grade 60, deformed. Epoxy-coated.
- C. Face Brick: Provide units with colors, surface texture, size, and shape to match existing brickwork and with physical properties not less than those determined from preconstruction testing of selected units (see Section 7.A), for approval by the City and Engineer. If specialty/decorate brick is unable to be sourced, provide units cast with Matrix, by Conproco, in strict accordance with the manufacturer's written instructions, and meeting the same criteria as for face brick.
- D. All mortar for concrete masonry shall conform to ASTM C270 and ASTM C1329, prehydrated Type N. All mortar joints in masonry walls (horizontal & vertical) shall be filled 100% with mortar.
- E. Provide new vertical control joints in brick veneer of masonry tower base where backup wall changes from CMU to multi-wythe brick (i.e., just beyond arches).
- F. Provide horizontal masonry reinforcing (DUR-O-WALL or equal) at 16" o.c. in all masonry walls unless otherwise noted. Provide brick tie-back anchors as shown on drawings.
- G. Reinforced masonry shall be constructed as follows 1) All cells line up; 2) provide clean-out holes at the base of the wall in block cells to be reinforced; 3) break all mortar protruding into block cells with the reinforcing rod and remove loose mortar; and, 4) fill all cells and cavities with specified flowable grout.

7. BRICK MASONRY RESTORATION AND CLEANING:

- A. Preconstruction Testing Service: Contractor shall obtain from manufacturer/supplier evidence satisfactory to Engineer that a qualified independent testing agency performed the following tests:
 - a. Replacement Brick: Testing in accordance to ASTM C 67 for compressive strength, 24-hour cold-water absorption, 5-hour boil absorption, saturation coefficient, and initial rate of absorption (suction).
- B. Mockups: Prepare mockups of restoration and cleaning as follows to demonstrate aesthetic effects and qualities of materials and execution.
 - a. Clean an area approximately 9 square feet in area for each type of clay masonry and surface condition.
 - b. Rake out joints in work zone approximately 12 inches high by 12 inches wide for each type of repointing required. Repoint areas using the three closest mortar colors and texture samples and allow to completely cure.
- C. Face Brick: Provide units with colors, surface texture, size, and shape to match existing brickwork and with physical properties not less than those determined from preconstruction testing of selected units, for approval by the City and Engineer. If specialty/decorate brick is unable to be sourced, provide units cast with Matrix, by

Conproco, in strict accordance with the manufacturer's written instructions, and meeting the same criteria as for face brick.

- D. Pointing Mortar for Brick: RePoint, by Conproco, Type N, color matched, single component repair mortar for unit masonry repair. Install in strict accordance with manufacturer's instructions.

8. MASONRY CLEANING MATERIALS:

- A. Water for Cleaning: Potable.
- B. Hot Water: Heat water to a temperature of 140 to 160 degrees Fahrenheit.
- C. Chemical cleaners may not be used unless recommended in writing by manufacturer and approved by Engineer. Contractor shall follow all safety and environmental requirements if chemical cleaners are approved.
- D. Mildly Acidic Cleaner: Manufacturer's standard mildly acidic cleaner containing no hydrochloric, hydrofluoric, or sulfuric acid, or chlorine bleaches.
 - a. ProSoCo; Sure Klean Light-Duty Restoration Cleaner.

9. CEMENTITIOUS COATING (PARGING):

- A. Mockups: Install 4 square feet field sample at project site, or other pre-selected area, as directed by Engineer/City. Obtain written approval of field sample before start of material application, including approval of aesthetics, color, texture and appearance.
- B. Fiber-reinforced, Cementitious Coating (at interior side of tower base walls):
 - a. Base Coat: Structural Skin base coat (with K-88 Admix) by Conproco. Apply in strict accordance with manufacturer's instructions in two (2) 1/8 inches thick lifts to a total uniform thickness of 1/4 inches. Apply additional coat at 1/16 to 1/18 inches to achieve a level plane, where desirable.
 - b. Top Coats: Conproco Lastic by Conproco. Apply two (2) coats in strict accordance with manufacturer's instructions. Color and texture to be selected by Owner from standard available colors.

10. GROUTING:

- A. Non-shrink, non-metallic cementitious grout: US Construction Grout by US Concrete Products. Install in strict accordance with manufacturer's instructions.
- B. Mixing: For dry pack grout, add 128 ounces of water per 80 lb bag. For flowable grout for cavity filling, add 160 ounces of water per 80 lb bag.

11. MASONRY ANCHORS:

- A. Epoxy anchoring material for bars, dowels and threaded rods: HAS-RODS (SS304) set in HIT HY-270 epoxy by Hilti for masonry applications. Provide stainless steel screen tubes sized as required for anchor diameter and embedment depth. Install in strict accordance with manufacturer's instructions.

12. ELASTOMERIC JOINT SEALANTS:

- A. Materials, General: Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.
 - a. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer, based on testing and field experience.
 - b. Colors of Exposed Joint Sealants: As selected by City from manufacturer's full range.
- B. Preconstruction Field-Adhesion Testing: Before installing elastomeric sealants, field test their compatibility and adhesion to project joint substrates according to the method in ASTM C 1193 that is appropriate for the types of project joints.
- C. Mockups: Build mockups incorporating sealant joints, as follows, to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
- D. Elastomeric Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied chemically curing sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
 - a. Single component Nonsag Urethane Sealant (window perimeter sealants, along architectural metal elements, and other areas where sealants are to be painted): Dymonic 100 by Tremco Corp.
 - 1. Type and Grade: S (single component) and NS (nonsag).
 - 2. Class: 25.
 - 3. Uses Related to Exposure: NT (nontraffic).
 - b. Single component Nonsag Silicone Sealant (vertical control joints): Spectrum 1 by Tremco Corp.
 - 1. Type and Grade: S (single component) and NS (nonsag).
 - 2. Class: 100/50.
 - 3. Uses Related to Exposure: NT (Non Traffic).
- E. Joint-Sealant Backing: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

- a. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin) or any types, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
 - b. Compressive Filler: 3/8 inch pre-formed expanding foam sealant such as Backerseal by Emseal Joint Systems, Ltd.
- F. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- a. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
 - b. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
 - c. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealant from surfaces adjacent to joints.
 - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - 3. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.
 - 4. Profile joints so when cured and covered with membrane they will not be visible.
 - 5. Tool joints in one continuous stroke.
 - d. Clean off excess sealant or sealant smears adjacent to joints as the work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

13. SELF-ADHERED, COLD-APPLIED WATERPROOFING MEMBRANE:

- A. Self-Adhered, Cold-Applied (Peel-and-Stick) Waterproofing Membrane (along top of new tower base below new metal cornice): Perm-A-Barrier Wall Flashing by

GCP (formerly Grace). Minimum 32 mils thick, rubberized asphalt with 8 mils of cross-laminated high-density polyethylene film.

- B. Install new rubberized asphalt sheet membrane over properly prepared substrate as required and in strict accordance with manufacturer's instructions.
 - a. Thoroughly clean surfaces of all dust, debris, protruding mortar or other material that could interfere with bonding of the membrane flashing and apply primers.
 - b. Apply primer and fully adhere new rubberized asphalt sheet membrane to the masonry substrates (i.e., top of new tower base)
 - c. Turn membrane up walls (i.e., attic tower walls) a minimum of 4 inches. Seal top edge with aluminum termination bar, stainless steel fasteners, and manufacturer supplied sealant.
 - d. Seal all laps, seams, cuts, penetrations, etc. with manufacturer supplied lap sealant.

14. STRUCTURAL STEEL ELEMENTS:

- A. Structural steel shall be fabricated and erected in accordance with the latest AISC "Specifications for Design, Fabrication and Erection of Structural Steel for Buildings".
- B. Unless otherwise noted, all structural steel bars and shapes shall conform to ASTM A-572 (Grade 50), steel plates shall conform to ASTM A36, all pipes shall conform to ASTM A53, Grade B, all structural tubes shall conform to ASTM A500. Those members indicated to be A36 steel shall conform to ASTM A36.
- C. Finishes: All metal fabrications to be Hot Dip Galvanized, G-90, ASTM A653.
- D. No holes shall be located in flanges of beams unless approved by the engineer. No field cutting of the steel members shall be permitted without prior authorization of the Engineer.
- E. Submit shop drawings which adequately depict the structural elements in the Project Documents.
- F. Shop and field connections shall be welded as identified in the drawings. All welding shall be performed in accordance with the American Welding Society "Standard Code for ARC and Gas Welding in Building Construction" (AWS D1.1), latest edition, and shall be performed by certified welders only. All partial and full penetration welds shall performed by welders certified to perform such welds.
- G. The Contractor shall retain the services of a qualified inspector to inspect welded connections and provide written reports to the City and Engineer.

15. SHEET METAL:

- A. Architectural Metal Components (cornice, etc.): Galvanized steel (24 gauge) or as proposed by Contractor and approved by Engineer/City.
- B. Except as otherwise indicated, comply with SMACNA recommendations.
- C. Anchor units securely in place providing for thermal expansion of metal units. Conceal fasteners wherever possible, and set units true to line and level. Install work with laps, joints, and seams that will be permanently watertight and weather-resistant.
- D. Protect installed products until completion of project.
- E. Touch-up, repair or replace damaged products before Substantial Completion.

16. LUMBER:

- A. Lumber for posts, beams, joists, shall be Hem Fir #2, Southern Pine #2 or equal with the following minimum properties: $F_b = 850$ psi, $E = 1,300,000$ psi, $F_c = 1250$ psi. Framing lumber shall have 19% maximum moisture content.
- B. Sheathing shall be 1/2" exterior grade plywood sheathing and shall be attached to rafters, roof trusses, sleepers as identified in the drawings. Provide plywood clips spaced no more than 12" oc.
- C. Wood joists shall not be cut or drilled unless so authorized by the Engineer.
- D. All lumber shall be pressure treated against decay.

17. WINDOWS:

- A. Heritage Sash Pac by TRIMLINE Wood Windows (or Engineer approved equal). Dimensions to match existing. Standard pine wood, primed exterior and interior finishes. Hardware: Restoration White. Removable wood grilles.

18. EXTERIOR LIGHTING:

- A. Exterior LED Directional Uplights: Alcon Lighting 9170 Architectural Grade LED RGBW Directional Uplight (or Engineer-approved equal). Finish to be selected by City from standard available finishes.
- B. Provide and install all required accessories, wiring, conduit, junction boxes, remote transformer, connections, etc.
- C. Provide and install new telescoping supports/outriggers (for ease of light replacement/maintenance) and proper/watertight attachments to the tower structure. Provide shop drawings prior to ordering/fabrication.

- a. Finish: Pre-Galvanized or as approved by Engineer.
- b. Horizontal supports (outriggers) to consist of Unistrut P9000 (1-5/8"x1-5/8") and Unistrut P9200 (1-7/8"X1-7/8") Telestrut Telescoping Square Tubing. Total outrigger length to match existing. Attach sections with manufacturer-recommended bolts/nuts (minimum two bolts).
- c. Attach light fixture (1/2" NPT male thread) to tubing with Pipe Coupling Fitting (e.g., P2470-50) or as recommended by manufacturer and approved by Engineer.
- d. Attach tubing to wood blocking (similar to existing configuration) with a minimum of three (3) U-shaped Fittings per assembly as recommended by manufacturer and approved by Engineer.
- e. Provide Unistrut plastic white end caps as recommended by manufacturer.

D. All electrical work to be performed by a Licensed Electrician.

19. PAINT:

A. General:

- a. Material Compatibility: Provide block fillers, primers, base-coat and finish-coat materials that are compatible with one another and with the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- b. Material Quality: Provide manufacturer's best-quality paint material of the various coating types specified that are factory formulated and recommended by manufacturer for the application indicated. Paint material containers not displaying manufacturer's product identification will not be acceptable.
- c. Colors/Sheen: As selected by the City from manufacturer's full range.

B. Steel Elements:

- a. Primer: Sherwin-Williams; Macropoxy 646 (or Engineer-approved equal).
- b. Finish (two coats): Sherwin-Williams; Acrolon 218 HS Polyurethane (or Engineer-approved equal).

C. Wood Elements:

- a. Primer: Sherwin-Williams; Exterior Wood Primer (or Engineer-approved equal).
- b. Finish (two coats): Sherwin-Williams; Pro Industrial Acrylic (or Engineer-approved equal).

D. Review other sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.

E. Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified. Perform

adhesion tests to ensure material compatibility and specific surface preparation requirements. Provide barrier coats over incompatible primers or remove and re-prime. Apply suitable primer over all prepared steel and wood elements.

- F. Material Preparation: Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.
- G. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after substrate is completely dry, but no earlier than Manufacturer's written instructions. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is uniform finish, color, and appearance.
- H. Application Procedures: Apply paint by brush, roller, spray, or other applicators according to manufacturer's written instructions.
- I. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate. Provide total dry film thickness of the entire system as recommended by manufacturer.
- J. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags or other surface imperfections. Cut in sharp lines and color breaks.
- K. Allow adequate curing time between coats of paint as specified by the paint manufacturer.
- L. Painting Schedule (for both wood and steel):
 - a. Primer: 1 coat
 - b. Finish: 2 coats

20. ROOF COMPONENTS:

- A. Roof Membrane (for roof repairs around tower base and new roof membrane under tower base footprint): Ethylene Propylene Diene Monomer (EPDM) 60 mil thick reinforced membrane or approved equal to comply with ASTM D 4637.
- B. Insulation: To match existing type and thickness.
- C. Membrane Bonding Adhesive: Adhesive, as supplied by the manufacturer for installation of base flashing ply to various substrates.
- D. Splice Adhesive: Splice adhesive as supplied by the manufacturer for mating/splicing together field seams.

- E. In-Seam Tape: Nominal six (6) inch wide, double sided adhesive tape with release paper on one side as supplied by the manufacturer for mating/splicing together field seams.
- F. Membrane Cleaner – Splice Wash supplied by the manufacturer to remove dust, dirt and contaminants.
- G. Color-Coated Aluminum: Conforming to SAE-AMS-QQ-A-250 C, Alloy 3003 or ASTM B 209-06. Finish shall be seventy percent (minimum) Kynar 500 as supplied by Petersen Aluminum Corporation of Elk Grove Village, Illinois. Unless noted otherwise, color will be chosen by City from selections available from manufacturer. Submit charts prior to starting work. Thicknesses noted are minimum requirements for the uncoated metal.
- H. Metal Anchor Bars: Flat aluminum bar with rounded corners and three (3) inch pre-punched countersunk holes for securement of membrane at perimeter of building, curbs, walls, etc.
- I. Perimeter Fastening Plates: Two (2) inch diameter fastening plates and screws below the EPDM field membrane, as recommended by the manufacturer to achieve required wind uplift resistance rating.
- J. Lap Sealant: Sealant supplied by the manufacture for sealing membrane laps and edges on metal flashings.
- K. Install new (or repaired) roof membrane and flashings to meet project conditions. Comply with all manufacturer’s instructions and applicable industry standards.
- L. Provide EPDM protection layer/pad under wood framing/sleepers supporting bell.

21. CLEAN-UP AND DEMOBILIZATION:

- A. Clean all surfaces and any other elements soiled by the Contractor’s work and remove all markings from finished surfaces.
- B. At completion, before City’s acceptance, remove all debris and excess materials from the site.
- C. Repair/replace and restore all construction found to be damaged upon completion and after demobilization. This excludes items documented by the Contractor prior to the start of work assuming such detailed documentation was provided to the City and Engineer.

III. INSTRUCTIONS TO BIDDERS

1. BIDS:

Sealed Bids will only be accepted by the Mayor and Common Council of Westminster (“the City”) if submitted in accordance with these instructions, the General Conditions, and any other attached Bid documents.

2. RESERVATIONS:

a. The City reserves the right to waive formalities or technicalities in bids as the interests of the City may require.

b. The City may waive minor differences in specifications, provided these differences do not violate the intent of the specification or materially affect the operation for which the item is being acquired.

c. Bids which show omission, irregularity, alteration of forms, or additions not called for, and conditional or unconditional, unresponsive bids, or bids obviously unbalanced may be rejected.

d. The City reserves the right to award Contracts on a lump sum or an individual item basis, or such combination thereof as the interests of the City may require. The manner in which the award will be made is indicated on the Bid Summary Sheet.

e. The City reserves the right to purchase additional like units at the same unit cost.

f. If in the City’s judgment, the City’s best interest will be served by doing so, the City reserves the right to reject any and/or all bids; to accept a portion of a bid or bids only; to advertise for new proposals; to proceed to do the work otherwise; or, to abandon the work.

3. DISPUTES:

In cases of disputes as to whether or not an item or service quoted or delivered meets the specifications, the decision of the City or its representative shall be final.

4. QUALIFICATIONS OF BIDDERS:

The City may make such investigation as it deems necessary to determine the ability of the Bidder to furnish the services and the Bidder shall furnish to the City all such information and data for this purpose that the City may request. The City reserves the right to reject any Bid if the evidence submitted by the Bidder or an investigation of such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the Contract.

5. REQUIRED ATTACHMENTS TO BIDS:

Each Bid shall be accompanied by the following which are attached herewith:

- a. Bid Form
- b. Schedule of Values

- c. Attachment to Schedule of Values
- d. Experience Record Form
- e. List of References
- f. Vendor Responsibility Form
- g. Equal Opportunity Employer Form
- h. Affidavit of Non-Collusion and Non-Conviction
- i. W-9 Form
- j. Bid Bond

6. ACCEPTANCE OR REJECTION OF BIDS; RESERVATIONS:

The City will accept or reject bids within ninety (90) days of the date set for opening bids. The City reserves the right to reject or accept any or all bids or portion thereof where such rejection or acceptance would, in the City's sole discretion, be in the best interest of the City, and further reserves the right to reduce or modify the scope of the Project in order to meet funding limits, budget, and scheduling constraints.

7. NOTICE OF AWARD, SIGNING OF CONTRACT AND BONDS:

The successful Bidder agrees to sign a Contract in substantially the form included as Exhibit A in the Request for Bids (except that certain additional provisions may be required of non-corporate Contractors pertaining to their status as sole proprietorships or partnerships and their workers' compensation coverage) binding it to the terms of this Bid as set forth in the legal notice inviting bids and the bid documents and any addenda thereto, within ten (10) days of notice of award. Failure of the Bidder to do so may result in the loss of its Bid security and/or its award of Bid.

8. BID WITHDRAWALS:

Prior to the time of opening, Bids may be withdrawn only upon written request received from Bidder. No Bidder may withdraw its Bid for a period of ninety (90) days after the opening of Bids.

9. ADDENDA:

Any addenda issued after the Invitation to Bid and before the opening of Bids shall be covered in the proposal, and in closing the Contract they shall become a part thereof. Bidders will be required to submit a signed and dated copy of the addenda as acknowledgement of receipt.

10. SPECIFICATIONS AND DRAWINGS:

Bidders must examine the specifications and drawings carefully. In case doubt shall arise as to the meaning or intent of anything shown in the specifications and drawings, inquiry shall be made of the City before the Bid is submitted. The submission of a Bid shall indicate that the Bidder thoroughly understands the terms of the Bid and the specifications and drawings.

11. BONDS:

Performance and payment bonds in the amount of 100% of Contract amount and payment bond in the amount of 100% of Contract amount are required. Sample formats are provided in the Contract Documents.

12. TAXES:

The Contractor shall pay all sales, consumer, use, and other similar taxes required by applicable law to be paid with respect to the work performed or the materials or equipment furnished. The City of Westminster is exempt from the payment of such taxes with respect to items purchased directly.

13. BID FORMS:

A. The Bid Form and attachments are included in the Bid package. Bids shall be submitted on the attached forms and shall be filled out in full, in ink or by typewriter. If changes and erasures are made, such changes and erasers shall be clear and legible, and shall be initialed by the person signing the Bid Form. The Bid Form may provide for submission of a price or prices for one or more items, which may be lump sum Bids, alternate prices, or scheduled items resulting in a Bid on a unit of construction or a combination thereof, or other Bidding arrangements. Unless specifically called for, alternate Bids will not be considered.

Bids in which the prices obviously are unbalanced may be rejected. Unbalanced prices shall be interpreted to mean that the unit price for any items is such that it is unreasonable for that particular item when considered by itself and not considered in connection with the Bid submitted on any other item or items.

Bids shall be based on products, materials, and methods named in the Contract Documents.

The Bidder must detach the completed Bid Form and required attachments and submit them in a sealed, opaque envelope bearing the Bidder's name and address at the time and place indicated on the Invitation to Bid. Bids may be modified or withdrawn at any time prior to the opening of bids. Signing of Bids shall comply with instructions on the Bid Form.

B. The Bidder assumes full responsibility for timely delivery at location designated for receipt of Bids. Bids received after the designated time for the public bid opening will be returned to the Bidder unopened.

C. Bids will be publicly opened and read aloud at the time and place set forth in the Invitation to Bid. Only bid totals will be publicly read at the Bid Opening. Bidders and other interested parties may be present either in person or by representative. Unit prices will be made available after verification by the City. In case of discrepancy between prices in writing and in figures, the writing shall govern. In case of error in the extension of prices in the Bid, unit prices will govern.

14. EXECUTION OF THE CONTRACT:

Copies of the form of Agreement are included with the Bid package. Changes may be made to the Contract form at the sole discretion of the City and the Bidder should not rely on an expectation of changes in the Contract form.

The Bidder to whom the Contract is awarded shall return two copies of the Contract and such other Documents as required by the Contract Documents properly executed to the City within seven (7) days after the date of issuance of the Notice of Award. The Owner will execute the Contract within seven (7) days after receipt of the Contractor's executed Contract Form.

Failure by the Bidder to execute the Contract and submit such other Documents as required by the Contract Documents and file acceptable insurance and bonds within the time aforesaid shall be just cause for annulment of the Award. Award may then be made to the next lowest responsible Bidder or the Work may be re-advertised and constructed under Contract or otherwise, as the City may decide.

By executing the Contract, the Bidder represents that it has familiarized itself with, and assumes full responsibility for having familiarized itself with, the nature and extent of the Contract Documents, the work, and the site, and all federal, State and local laws, ordinances, rules, and regulations that may in any manner affect performance of the Work, and represents that it has correlated its study and observations with the requirements of the Contract Documents. The Bidder also represents that it has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Contract Documents and made such additional surveys and investigations as it deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that it has correlated the results of all such data with the requirements of the Contract Documents.

15. AFFIDAVIT OF NON-COLLUSION AND NON-CONVICTION:

Pursuant to § 16-311 of the State Finance and Procurement Article of the Annotated Code of Maryland, any person who has (1) been convicted of bribery, attempted bribery or conspiracy to bribe, under laws of any state or of the federal government; (2) been convicted under a State or federal law or statute of any offense enumerated in § 16-203 of this title; or (3) been found civilly liable under a State or federal antitrust statute as provided in § 16-203 of this Title 16 shall be disqualified from entering into a Contract with the Owner.

A Bidder shall complete and submit with its Bid the attached notarized Anti-Bribery Affidavit. The affiant shall also swear or affirm under the penalties of perjury that the Bidder has not been a party with other Bidders to any agreement to Bid a fixed or uniform price and shall also contain an affirmation that the Bidder shall not knowingly enter into a Contract with the City under which a person or business debarred or suspended under Title 16, Subtitle 3 will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

16. BID SUBMITTAL LIMIT:

A Bidder may submit only one Bid for each Contract. More than one Bid from an individual, firm or partnership, corporation, or association under the same or different names will

not be considered, and will be considered grounds for disqualification of the Bids involved, and rejection of the Bids.

17. GRANT-FUNDED CONTRACTS:

The Contract may be funded, in whole or in part, using federal or State grant funds and may therefore be subject to conditions imposed by regulations of the governmental entity providing such funds. Such funding, if any, will be identified in the description of the Work or Services included with this Request for Bids. It is the Bidder's responsibility to determine the scope and requirements of and to comply with the terms of any regulations relating to or governing the use of such grant funds. Such regulations may under certain circumstances include, but are not limited to, payment of prevailing wage rates, the purchase of materials manufactured in the United States, the maintenance of specific records for specific periods of time, and/or approval of subcontracts.

18. SUBMISSIONS ARE PUBLIC INFORMATION:

The affidavit required by Section 14 of these Instructions to Bidders shall also indicate the Bidder's understanding that all documents, information, and data submitted in its Bid/Proposal shall be treated as public information unless otherwise indicated.

IV. GENERAL CONDITIONS

GC 1. Disputes

In cases of disputes as to whether or not an item or service quoted or delivered meets the specifications, the decision of the City shall be final and binding on both parties.

GC 2. Completion of Work

If the Contractor is delayed at any time in the completion of the Services by any act or negligence of the City, or by any act or negligence by separate Contractor employed by the City, or that of any employee of either, or by any changes ordered in the materials or by strike, lockout, fires, unusual delays in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the City, the City shall decide the permissible extent of such delay.

GC 3. Failure to Deliver

In the event the Contractor fails to deliver the services and materials covered by the Contract and in accordance with the delivery terms stipulated in the Contract, then the City will have the right to purchase on the open market the services and/or materials covered in the Bid Proposal and shall have as damages the cost of obtaining such services and/or materials and any additional costs incurred by the City as a result thereof.

GC 4. Bonds

Performance bond in the amount of one hundred percent (100%) of Contract amount is required.

GC 5. Insurance

The Contractor shall maintain insurance coverages, and shall provide Certificates evidencing such insurance as required in Section 7 in the Agreement.

GC 6. Indemnification

The Contractor will be required to indemnify, defend, and hold the City harmless against all liability to any person or persons for or by any reason of any condition or malfunction of the materials used, and against any claims made or liability to any person or persons by reason of any act or omission or negligence of the Contractor or any of its agents, servants, or employees. This indemnification shall include reasonable attorney's fees incurred by the City in connection with such claim or liability.

GC 7. Inspection.

The City and the Engineer of Record have the right to inspect and test all services and materials called for by the Contract, to the extent practicable at all times and places during the term of the Contract. The City shall perform inspections and tests in a manner that will not unduly delay the

work. If any of the services and/or materials do not conform to Contract specifications and drawings, the City may require the Contractor to perform the service or again provide a replacement product in conformity with Contract specifications and drawings, at no increase in Contract amount.

SUPPLEMENTAL CONDITIONS

SC-01. GENERAL

These Supplemental General Conditions are hereby made a part of the Contract. In case of conflict with other portions of the specifications and drawings, these Supplemental General Conditions shall govern. Any reference herein to the Director of Public Works shall be deemed to mean the Director of Public Works or his or her designee. Any reference to the Director of Public Works shall include the Director's designee.

Wherever in this Request for Bids the word "State" is used, it shall be construed to mean "City of Westminster." Wherever the word "Administration" is used, it shall be construed to mean "City of Westminster, Department of Public Works." Wherever the words "Chief Engineer" or "Assistant Chief Engineer" are used, they shall be construed to mean "Director of Public Works for the City of Westminster." Wherever the words "Engineer," "Engineer of Record," "Structural Engineer of Record," "Architect," or "City's Consultant," are used, they shall be construed to mean "Engineering and Technical Consultants, Inc.; 7165 Columbia Gateway Drive, Suite B, Columbia, Maryland 21046."

SC-02. INTENT OF DRAWINGS/ SPECIFICATIONS AND EXISTING CONDITIONS

It is the intent of the drawings, specifications, and supplementary documents to provide the Contractor with such information and instructions as may be necessary to complete the contemplated work. The work under the Contract shall be constructed or installed in accordance with the materials, sizes, dimensions, and in the manner called for by the specifications and as shown on the Contract drawings, or in accordance with such changes as may be approved from time to time during the progress of the work as hereinafter provided. In case of any conflict between the specifications and drawings, the Engineer of Record shall determine which shall govern.

Existing Conditions have been documented to the greatest extent possible. All dimensions indicated on drawings shall be field verified by the Contractor prior to shop fabrication or ordering of any materials. All existing conditions indicated on drawings shall be field verified by Contractor prior to starting work. Any discrepancies shall be immediately brought to the attention of the Engineer of Record.

SC-03. WORK TO BE DONE BY THE CONTRACTOR

The Contractor shall do all the work and furnish all the labor, materials, tools, and appliances necessary and proper for performing the work required by the Contract, in the manner called for by the specifications and within the Contract time. It shall complete the entire work, together with such extra work as may be required, at the prices bid or fixed thereby to the satisfaction of the City, and in accordance with the specifications and drawings.

SC-04. PLANS AND SPECIFICATIONS SUPPLEMENTARY

The specifications are intended to supplement and clarify the plans as sometimes work is called for in the specifications that is not shown on the plans and sometimes the plans indicate work that is not mentioned in the specifications. Compliance with both plans and specifications is required

to fulfill the Contract requirements; any work called for by either is as binding as though it were called for by both. In case of conflict between drawings and specifications, or doubt as to the true meaning of the specifications, plans, and/or drawings, the decision of the City shall be final and conclusive.

SC-05. Not Used.

SC-06. PROTECTION OF PROPERTY AND STRUCTURES

The Contractor shall, at its own expense, sustain in their places and protect from direct or indirect injury all buildings and other structures or property in the vicinity of its work whether above or below the ground. The Contractor shall take all risks attending the presence or proximity of buildings and other structures and property, of every kind and description, in the vicinity of its work, whether above or below the surface of the ground and it shall be responsible for all damages and assume all expense for direct injury caused by its work, to any of them, or to any person or property by reason of injury to them, whether such structures are or are not shown on the drawings.

SC-07. Not Used.

SC-08. Not Used

SC-09. Not Used

SC-10. STORAGE OF MATERIALS

Materials shall be stored so as to ensure the preservation of their quality and fitness for the work. Lawns, grass plots, or other private or public property shall not be used for storage purposes without written permission of the City or lessee of said property.

SC-11. WORK AREAS TO BE KEPT CLEAN

During the progress of the work, until the completion and final acceptance thereof, all work areas shall be kept entirely clean throughout.

SC-12. FINAL CLEAN UP

Within 10 days after the completion of the work and before final acceptance, the Contractor shall, without charge therefore, remove all rubbish of all kinds from any work area which it has occupied, and shall leave the site of the work in a clean and neat condition.

SC-13. GUARANTEE

The Contractor hereby guarantees all of the work performed under this Contract for a period of one year after the date of final "acceptance" therefore by the City, as follows:

A. Against all faulty or imperfect materials and against all imperfect, careless, and/or unskilled workmanship.

B. The Contractor agrees to replace with proper workmanship and materials, and to re-execute, correct, or repair without cost to the City, any work which may be found to be improper or imperfect.

C. No use or acceptance by the City of the work or any part thereof, nor any failure to use the same, nor any repairs, adjustments, replacements, or corrections made by the City due to the Contractor's failure to comply with any of its obligations under the Contract documents, shall impair in any way the guaranteed obligations assumed by the Contractor under these documents.

SC-14. GUARANTEE BOND (MAINTENANCE BOND)

A. Before final payment is made by the City, the Contractor shall be required to furnish the City with a Guarantee Bond in the amount of ten percent (10%) of the Contract amount. The bond must be executed by a surety satisfactory to the City and shall be effective for the one-year guarantee period.

B. It is understood and agreed that in the event the Contractor fails to re-execute, correct, or repair any work performed in the construction of the Contract which may be found to be improper or imperfect, or otherwise fails to fulfill the terms of the Guarantee, the City may purchase materials, tools, and equipment and employ labor, or let a Contract, as required to perform the necessary corrective work covered in the Guarantee. All costs and expenses incurred thereby by the City shall be charged against the Guarantee Bond.

SC-15. SUPERVISION AND DIRECTION OF WORK

The work shall be under the general supervision of the City and at times the Engineer of Record at the City's discretion. While it is intended that the Contractor shall be allowed to carry on the Contract in accordance with such general plan as may appear to it most desirable, the City, at its discretion, may from time to time direct the order in which and points at which, the work shall be prosecuted; and, shall exercise such general control over the conduct of the work, at any time or place, as shall be required, in its opinion to safeguard the interests of the City. The Contractor shall have no claim for damages or extra compensation on account of the fact that it shall have been necessary to carry on the work in different sequence from that which it may have contemplated. The Contractor shall immediately comply with any and all orders and instructions given by the City, but nothing herein contained shall be considered such an assumption of control over the work by the City as to relieve the Contractor of any of its obligations or liabilities under the Contract.

SC-16. DECISIONS AND EXPLANATIONS BY CITY

A. The City shall make all necessary explanations as to the meaning and intent of the specifications and drawings and shall give all orders and directions, either contemplated therein or thereby, or in every case in which a difficult or unforeseen condition arises during the prosecution of the work. Should there be any discrepancies in or between, or should any misunderstanding arise as to the importance of anything contained in the drawings and specifications, the decision of the City shall be final and binding. Any errors or omissions on the drawings or in the specifications may be corrected by the Director of Public Works when such corrections are necessary for the proper fulfillment of their intent as construed by him.

B. The City shall in all cases determine the amount, quality, and acceptability of the work to

be paid for under the Contract, and shall decide all questions in relation to said work. Its decision and estimate shall be final and conclusive, and in case any question shall arise between the parties regarding the Contract, such decision and estimate shall be a condition precedent to the right of the Contractor to receive payment under that part of the Contract which is in dispute.

C. Decisions and interpretations will be rendered by the City as promptly as possible, but should delay occur, for any reason, the Contractor shall have thereby no claim for damage or extra compensation.

SC-17. MATERIAL SAMPLES

A. Before any Contract is awarded, the Bidder shall be required to furnish a complete statement of the origin, composition, and manufacturer of any or all materials to be used in the work, together with samples, which samples may be subjected to the tests provided for in these specifications to determine their qualities and fitness for the work.

B. The Contractor shall notify the City where and when it purchases materials for this Contract and such notice shall be given to the City in sufficient time to allow for inspection of such materials at the point of manufacture.

SC-18. CITY MAY INCREASE OR DECREASE QUANTITIES

A. The City reserves the right to increase or decrease the quantity of the work to be done under the Contract wherever it deems it advisable or necessary, and such increase or decrease shall in no way invalidate the terms or conditions the Contract.

B. The Contractor will be paid for the actual quantity of authorized work done or material furnished under each item of the proposal, at the unit price stipulated for such item. In case the quantity of any item is increased, the Contractor shall not be entitled to compensation over and above the unit price bid for such item; and, in case the quantity of any item is decreased, the Contractor shall have no claim for damages on account of loss of anticipated profits because of such decrease.

SC-19. INSPECTION

The City will appoint such person or persons as it may deem necessary to properly inspect the materials furnished and the work done under the Contract, and to see that the same strictly correspond with the drawings and specifications. Work and materials will be inspected promptly, but if, for any reason, delay should occur, the Contractor shall have thereby no claim for damages or extra compensation. Materials and workmanship shall be always subject to the approval of the City; but, no inspection, approval, or acceptance of any part of the work or of materials used therein, nor any payment on account thereof, shall prevent the rejection of said materials or work at any time thereafter during the existence of the Contract, should said work or materials be found to be defective or not in accordance with the requirements of the specifications and Contract. Contractor is responsible for contracting with a material testing company for the project.

SC-20. COOPERATION OF CONTRACTOR

A. The Contractor will be supplied with three (3) copies of the supplemental attachment and

of the specifications and drawings. The Contractor shall have available at all times at least one copy of the attachment, and a complete book of the specifications and drawings; it shall give the work the constant attention necessary to facilitate the progress thereof, and shall cooperate in every way with the City.

B. The Contractor shall have at all times a competent superintendent or foreman capable of reading and thoroughly understanding the drawings and specifications onsite to direct the work and to receive instructions from the City. The superintendent or foreman shall have full authority to execute the order or directions of the City without delay and to promptly supply such materials, tools, plant equipment, and labor as may be required. Such superintendent or foreman shall be furnished irrespective of the amount of work. The giving of orders or directions in the manner aforesaid shall be equivalent to their receipt by the Contractor.

C. The Contractor shall furnish the City with every reasonable facility for ascertaining whether or not the work performed, and materials used are in accordance with the requirements of the specifications and Contracts.

SC-21. SERVICE OF NOTICES TO CONTRACTOR

The mailing, in a United States post office box, of a written communication, notice, or order, addressed to the Contractor at the business address filed with the City or to its office at the site of the work shall be considered as sufficient service upon the Contractor of such communication, notice or order, and the date of service shall be the date of such mailing.

SC-22. Not Used

SC-23. WORKMANSHIP

All materials furnished and all work done shall be of the quality and character required by the drawings and specifications. Where no standard is specified for such work or materials, they shall be of a kind acceptable to the City.

SC-24. SKILLED LABOR ONLY SHALL BE USED

Competent labor only shall be used. Any employee of the Contractor who shall use profane or abusive language to the Inspector or other employees of the City, or is otherwise disorderly and interferes with him or her in the performance of its duties, or who shall disobey or evade its instructions, or who is careless and incompetent, shall be discharged on the request of the City and shall not again be employed except with the City's consent.

SC-25. ALTERATION OF PLANS AND CHARACTER OF WORK

A. The City reserves the right to make such alteration in the plans or in the character of the work as may be considered necessary or desirable from time to time to complete fully and perfectly the construction of the work, provided such alterations do not materially change the original plans and specifications, and such alterations shall not be considered as a waiver of any condition of the Contract, nor to invalidate any of the provisions thereof. Should such alterations in the plans or in the character of the work be productive of increased cost or result in decreased cost to the Contractor, a fair and equitable sum therefore, to be agreed upon in writing by the Contractor and

the City before such work is begun, shall be added to or deducted from the Contract price, as the case may be.

B. No alterations in the plans or in the character of the work shall be made without the previous written approval of the City. Approved change orders are required for alterations or work character modifications costing in excess of \$100.00. This applies to Bid or contingent items and/or negotiated work that may not be covered herein.

SC-26. TESTS OF MATERIAL SAMPLES

All tests of materials shall be made in accordance with the official approved methods as described or designated at a laboratory or testing bureau approved by the City. The cost of testing samples of materials obtained at the job site shall be paid by the Contractor who shall cooperate and assist in making field tests and in obtaining samples.

SC-27. CARE AND PROTECTION OF WORK

From the commencement of the Contract until its completion, the Contractor shall be solely responsible for the care of the work; and, all injury or damage to the same from whatever cause shall be made good at its own expense before the final payment is made. It shall provide suitable means of protection for all materials intended to be used in the work in progress, as well as for complete work.

SC-28. DEFECTIVE WORK

Neither the inspection or the supervision of the work, nor the presence or absence of any employee or agent of the City during the execution of any part of the work, shall relieve the Contractor of any of its obligations under the Contract and defective work shall be made good and unsuitable material will be rejected, notwithstanding that such work and material may have been previously overlooked and accepted or estimated for payment. If the work or any part thereof shall be found defective within one year of final acceptance or to have been damaged, at any time before the final acceptance of the whole work, the Contractor shall forthwith make good such defect or injury, in a manner satisfactory to the City, without extra compensation therefore, even though said defect or injury may not have been due to any act, default or neglect on the Contractor's part; provided, however, that should such defective work result from inherent flaws in the materials (if any) furnished by the City, the materials to replace same will be furnished by the City, and the cost of removing and replacing said defect will be paid for as extra work. All materials shall be carefully examined by the Contractor for defects, just before placing, and any found defective shall be rejected.

SC-29. CLAIMS FOR DAMAGE

A. If the Contractor shall claim compensation for any damage sustained by reason of the acts of the City, or any official or agent thereof, it shall, within five (5) days after the sustaining of such damage, make a written statement to the City of the nature of the damage sustained, and shall on or before the fifth day of the month succeeding that in which it shall allege that such damage has been sustained, file with the Director of Public Works an itemized statement of the details and amount of such damage. Unless such statement shall be made as thus required, its claim for compensation shall be forfeited and invalidated, and it shall not be entitled to payment on account

of any such damage.

B. Whenever it shall appear to the Contractor that due to the urgencies of the work, it is about to incur damage, owing to the neglect or refusal of the Director of Public Works to issue an extra order, or to any other cause whatever, it shall at once notify the City in writing of such fact and state the nature of its possible claim, in order that the Director of Public Works may obtain necessary and authentic information to guide future consideration and action on such claim; and, unless the Contractor shall comply with this requirement, its claim for damage shall be forfeited and invalidated. Such notification shall not take the place of, but shall be in addition to, the written statement hereinbefore required to be submitted within five (5) days after the occurrence of an alleged cause for damage.

C. In no case shall the City be held liable for claims of damage by or between the Director of Public Works and/or Contractor.

SC-30. UNAUTHORIZED WORK

Any extra work done without written authority, will be considered as unauthorized and at the expense of the Contractor and will not be approved by the City or paid for by the City. Work so done may be ordered removed and replaced by the City at the Contractor's expense.

SC-31. LAWS AND REGULATIONS

In all operations connected with the work, the Contractor shall comply with all applicable federal, state, and local laws and regulations. The Contractor shall protect and indemnify the City and its officers, agents, and consultants against any claim or liability arising from or based on the violation of any such law or regulation. The Contractor shall pay all taxes required by law.

SC-32. PERMITS, LICENSES, CHARGES, NOTICES

The Contractor shall procure and pay for all permits and licenses, pay all royalties, fees, and charges and give all notice necessary and incidental to the due and lawful prosecution of the work.

SC-33. PATENT RIGHTS

The Contractor shall be responsible for any claims made against the City, its agents and employees for any actual or alleged infringement of patents by the use of any such patented articles, appliances, etc., in the construction and completion of the work and shall save harmless and indemnify the City, its agents and employees from all costs, expenses, and damages, including solicitor's and attorney's fees, which the City may be obliged to pay by reason of any actual or alleged infringement of patents used in the construction and completion of the work herein specified.

SC-34. WATER SUPPLY

The Contractor shall provide at its own expense such quantities of clean water as may be required for any and all purposes under the Contract. It shall take particular care to furnish its employees with clean and safe drinking water. All sources of water supply to be used by the Contractor in connection with the work shall be subject to the approval of the City, and shall be indicated to the

City by the Contractor five (5) days before beginning work, so that examination of said supplies can be made.

SC-35. SANITARY ARRANGEMENTS

A. The Contractor shall provide and maintain approved sanitary facilities for the use of persons employed in connection with the work, properly secluded from public observation, in such manner and at such points as shall be directed by the City, and their use shall be strictly enforced. The facilities shall be cleaned and disinfected daily to the satisfaction of the City and/or removed when and as directed.

B. The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of its employees as may be necessary to comply with the requirements and regulations of the Department of Health or any governmental body having jurisdiction over such matters.

SC-36. ELECTRIC POWER

The cost of electric current used for the construction of this Contract, including that current furnished for the Contractor's Field Office, pumping of water, and other purposes shall be borne by the Contractor.

SC-37. Not Used

SC-38. Not Used

SC-39. INJURY TO PROPERTY

In case any direct or indirect damage is done to public or private property by or because of the work, or in consequence of any act or omission on the part of the Contractor, its employees or agents, the Contractor shall, at its own expense, restore such property to a condition similar or equal to that existing before such damage was done, by repairing, rebuilding, or otherwise shall make good such damage in a satisfactory manner; and, in case of failure on the part of the Contractor to promptly so restore such property, or make good such damage, the City shall, upon forty-eight (48) hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be necessary and the cost thereof will be deducted from any monies due or to become due the Contractor under the Contract; or the City shall deduct from any monies due the Contractor a sum sufficient in the judgment of the City to reimburse the City of the property so damaged.

SC-40. CONTRACT TIME FOR COMPLETION

The Contractor shall schedule its work in such a manner so as to perform the work under this Contract within the number of calendar days stated in the Proposal.

SC-41. EXTENSION OF TIME

A. If the Contractor is delayed or obstructed in the prosecution of the work by any neglect, delay, or default attributable to the City, or by any damage that may happen to the work by fire, unavoidable accident, or any unusual action of the elements, it shall be entitled to such an extension

of time for the completion of the work as the Director of Public Works shall certify to the City be just and reasonable; provided, however, that the Contractor shall make a claim in writing for such extension of time within ten (10) days after the date the alleged cause for such extension of time occurred.

B. A reasonable and proper extension of time for the completion of the work may also be allowed by the City because of extra work that may be ordered in accordance with the terms of the Contract.

C. If the satisfactory execution and completion of the Contract shall require work or material in greater amounts or quantities than those set forth in the Contract, then the Contract time shall be increased in the same proportion with no change to Contract terms.

SC-42. NORMAL WORK WEEK AND HOLIDAYS

A. The City observes the following holidays: New Year's Day, Presidents' Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the Friday following Thanksgiving, Christmas Eve, and Christmas.

B. The normal work week shall be five (5) days and the Contractor will not be permitted to work on the holidays set forth in subsection A. above or on Saturdays or Sundays unless otherwise authorized by the City in writing.

C. The normal number of working hours per day will be limited to a maximum of eight (8), unless otherwise authorized by the City.

D. In case of an emergency, which may require that work be done on Saturdays, Sundays, holidays, or longer than eight (8) hours per day, the Contractor shall request permission of the City to do so. If in the opinion of the City the emergency is bona fide, it will grant permission to the Contractor to work such hours as may be necessary. Also, if in the opinion of the City, a bona fide emergency exists, it may direct the Contractor to work such hours as may be necessary whether the Contractor requests permission to do so or not. All costs related to overtime wages for inspectors shall be borne by the Contractor provided such overtime is for the convenience of the Contractor.

E. In the event working times exceed those times specified above, for reasons stated above or at the Contractor's request, and the services of inspection personnel are deemed necessary, as determined by the City, the Contractor shall bear the costs for overtime inspection. Such costs shall be deducted from monies due to the Contractor from time to time.

SC-43. RESPONSIBILITY OF THE CONTRACTOR

A. It is the responsibility of the Contractor to construct the work under this Contract so that it will be complete and finished in every detail. If mention has been omitted in the Contract documents of any items of work or materials which are necessary for the completion of, or proper functioning of, the construction, it shall be included without extra payment.

B. If damage is done to any existing work or work placed under this Contract, such as cutting masonry, concrete work, damage to existing utilities, etc., such damage must be repaired and made

good without extra payment to the full satisfaction and approval of the City and any agencies having jurisdiction whose work has been affected.

SC-44. SHOP DRAWINGS

A. The Contractor shall submit for the approval of the City, five (5) prints of certified working drawings for all fabricated or manufactured articles to be used in the work. No items requiring submission of detail drawings shall be manufactured prior to final approval of the drawings.

B. Two (2) prints of each drawing submitted will be returned approved if found correct, or else showing the changes required. Five (5) copies shall be re-submitted after corrections have been made until final approval is given by the City.

C. The approval of the drawings shall not relieve the Contractor from its responsibility to furnish all materials and perform all work as required by the Contract documents. The City will not be responsible for errors or omissions on drawings furnished by the Contractor, even though drawings furnished containing such errors or omissions are inadvertently approved.

SC-45. PAYMENT FOR MATERIAL NOT INCLUDED IN THE WORK

Payment for equipment and materials stored on the site of the work and not actually incorporated in the work will be made on the basis of amounts of paid bills submitted to the Director of Public Works along with the monthly estimate as described under "Current Estimates".

SC-46. USE OF A PORTION OF THE WORK

A. Whenever in the opinion of the City any portion of the work is completed or is in acceptable condition for use, it may be used for its intended purpose as may be directed; and, such use shall not be held to be in any way an acceptance of that portion of the work used or as a waiver of any of the provisions of these Contract documents.

B. Necessary repairs or renewals made in any section of the work under instructions from the City due to defective materials or work, natural causes, or ordinary wear and tear, or otherwise, pending final completion and acceptance of the entire work, shall be performed at the expense of the Contractor.

SC-47. LIENS

Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof and, in either case, an affidavit that so far as it has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed, but the Contractor may if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorneys' fee.

SC-48. EXECUTION OF WORK

A. The Contractor shall begin work promptly upon issuance of the Notice to Proceed on the Contract and shall diligently execute the Work to completion within the specified number of working days or by the designated completion date. Unless work under the Contract is started within ten (10) days after the Notice to Proceed on the Contract, the City may terminate the Contract with no liability to the Contractor.

B. If at any time, progress in keeping with the intent of the Contract shall not have been made, the Contractor shall increase the force and supply additional equipment as may be necessary to complete the work at the time and in the manner specified in the Contract. Should the prosecution of the work be suspended by the Contractor, with the consent of the Director of Public Works, the Contractor shall notify the Director of Public Works in writing at least two business days before resuming operations.

C. Notification must be given to the City two business days in advance of any beginning or cessation of work.

SC-49. CHARACTER OF WORKERS AND EQUIPMENT

A. The Contractor shall employ only competent, skillful people to do or supervise the work, and whenever the City shall, in writing, notify the Contractor that any person employed on the work is, in its opinion, incompetent, disobedient, unfaithful, disorderly, discourteous, or otherwise unsatisfactory, such person shall be removed and shall not again be employed on the work.

B. The character, condition, adaptability, and quantity of equipment used by the Contractor shall be such as will be necessary for the proper execution of the work within the specified working time. All equipment used shall be maintained in good condition and shall be subject to approval of the City prior to and during its use in connection with the work to be performed under the Contract.

SC-50. STRIKES

The Contractor shall resolve all strikes or other labor troubles in a manner that permits timely completion of the Work, and no allowance will be made for delays due to labor disputes in the time limit provided for in the Contract.

SC-51. ABANDONMENT OR DELAY OF WORK

If the work under the Contract shall be abandoned by the Contractor, or if at any time the Director of Public Works shall be of the opinion, and shall so certify in writing to the City that the performance of the Contract is unnecessarily or unreasonably delayed, or that the Contractor is violating any of the provisions of the Contract or is executing the same in bad faith, or if the work is not fully completed within the time named for its completion, together with such extension of time as may have been granted, the City, by written notice, shall order the Contractor to discontinue all work thereunder, or any part thereof; and, thereupon, the Contractor shall discontinue the work, or such part thereof; and, the City shall have the power, by Contract, or otherwise, to complete said work and deduct the entire cost thereof from any monies due or to become due the Contractor under the Contract. For such completion of the work, the City may for

itself or its Contractors, take possession of and use or cause to be used any or all materials, tools, machinery, and appliances found on the line of said work. When any part of the Contract is being carried on by the City, as herein provided, the Contractor shall continue the remainder of the work in conformity with the terms of the Contract, and in such manner as not to interfere with the workers employed by the City.

SC-52. SCOPE OF PAYMENT

The payment of any current, semi-final, or final estimate or the acceptance of any part of the work as provided in the specifications shall in no way or in no degree affect the obligation of the Contractor to repair, correct, renew, or replace, at its own cost and expense, defects, or imperfections in the construction of the work under the Contract, and this payment shall in no way affect this responsibility for all damages due or attributable to such defects or imperfections which may be discovered before the final acceptance of the whole work, the City to be the judge of such defects or imperfections.

SC-53. EXTRA WORK

A. The Contractor shall perform extra work for which there is no provision included in the Contract, whenever, to complete fully the work as contemplated, it is deemed necessary or desirable, by written authority of the Director of Public Works, and such extra work shall be done in accordance with the specifications therefore, or in the best workmanlike manner as directed. This extra work will be paid for at a unit price or lump sum to be agreed upon previously in writing by the Contractor and the City, or where such a price or sum cannot be agreed upon by both parties, or where this method of payment is impracticable, the City shall order the Contractor to do such work on a "Force Account" basis, as hereinafter specified.

B. The City/Director of Public Works, before ordering any extra work done, from time to time shall determine (1) what extra time, if any, will be allowed for said extra work; or, (2) that the extra work is to be done concurrently with the work under the Contract and without allowance of any additional time.

C. Scope of extra work shall be subject to City's approval, and it shall be considered complete only upon City's acceptance.

SC-54. EXTRA WORK AS PART OF CONTRACT

No order for extra work, nor the doing of any extra work at any time or place shall in any manner relieve the Contractor or the Surety of its bond from any of their obligations under the Contract documents; all extra work orders being given and all extra work being done, under and in accordance with the Contract and to be considered a part of the same and subject to each and every one of the terms and requirements of the Contract documents, and fully covered by the bond furnished by the Contractor.

SC-55. FORCE ACCOUNT WORK

A. All work done on a "Force Account" basis will be paid for in the following manner:

1. For all labor and foremen in direct charge of the specific operation, the Contractor

shall receive the rates of wage applicable to this Contract, to be agreed upon in writing before starting such work, for each and every hour that said laborers and foremen are actually engaged in such work, to which shall be added an amount equal to fifteen percent (15%) of the sum.

2. For all materials used, the Contractor shall receive the actual cost of such materials, including freight charges, as shown by original receipted bills, to which sum shall be added an amount equal to ten percent (10%) of the sum thereof.

3. For any machine-power tools or equipment, and for any hauling equipment, including fuel and lubricants, which it may be deemed necessary or desirable to use, the Director of Public Works shall allow Contractor reasonable rental price, to be agreed upon in writing before such work is begun, for each and every hour that said tools or equipment are in use on such work, and to which sum no percentage shall be added.

B. The compensation as herein provided shall be received by the Contractor as payment in full for work done on a "Force Account" basis, and shall include superintendence, use of tools and equipment for which no rental is allowed, and profit. The Contractor's representatives and the Director of Public Works shall compare records of work done on a "Force Account" basis at the end of each day. Copies of these records shall be made in duplicate, upon the Director of Public Works' "Force Account" forms provided for this purpose, by the Director of Public Works and signed by both the Director of Public Works and the Contractor's representatives, one copy being forwarded respectively to the Director of Public Works and the Contractor. All claims for work done on a "Force Account" basis shall be submitted to the Director of Public Works by the Contractor upon certified triplicate statements, which shall also include the value of all material used in such work; and, said statements shall be filed not later than the fifteenth (15th) day of the month following that in which the work was performed and shall include all labor charges, etc., and material charges insofar as they can be verified.

C. Should the Contractor refuse or fail to prosecute the work as directed or to submit its claim as required, then the City may withhold payment of all current estimates until the Contractor's refusal or failure is eliminated, or after giving the Contractor due notice, the City may make payment for said work on the basis of a reasonable estimate of the value of the work performed.

D. On work as defined in this Section, the Contractor will be reimbursed for its expenditures for Workers' Compensation Insurance, Public Liability Insurance, Social Security Taxes, and Unemployment Compensation, covering the persons actually engaged upon such work. No percentage will be added to such payments, but the Contractor shall be entitled to receive only the actual amount of money expended for such Workers' Compensation Insurance, Public Liability Insurance, Social Security Taxes, and Unemployment Compensation. Such payments shall be based upon the prevailing standard insurance rates supported by receipted vouchers from the insurance vendors and upon the actual amount of taxes paid for Social Security and Unemployment Compensation as evidenced by proper documents furnished by the Contractor.

SC-56. CURRENT ESTIMATES

A. The Director of Public Works will, except in the month following that during which the work under the Contract is completed, as soon as possible after the first (1st) day of the month, make in writing an estimate such as it shall believe to be just and fair, of the amount of work done under the Contract during the preceding calendar month. Such estimate shall not be required to be

made by strict measurement, but may be approximate only and shall be subject to correction in later estimates. Current estimates shall not contain any allowance for materials delivered upon the site of the work, but not incorporated herein, and the Contractor shall not be entitled to receive any payment therefore.

B. Upon the City's approval of each current estimate, the City may pay to the Contractor ninety percent (90%) of the total amount of the estimate; provided, however, that the City may retain out of any such payment any or all sums which by the terms of the Contract, or of any law of the State of Maryland in force at the date of signing of the Contract, it is authorized to retain. Payments on current estimates may be at any time withheld if, in the judgment of the City, the Contractor is not complying with the terms of the Contract.

C. The City may release from the City's surety an amount commensurate with the approved payment to the Contractor, subject to retainage as determined by City.

SC-57. CONDITIONAL ACCEPTANCE AND SEMI-FINAL ESTIMATE

A. When the Director of Public Works shall deem that the Contractor shall have fully completed the work under the Contract, it shall make a written semi-final estimate of the whole amount of authorized work done by the Contractor and of the value thereof under the terms of the Contract, and shall certify to the City the completion of the work and the amount of the semi-final estimate. All current estimates are subject to correction in the semi-final estimate. The Director of Public Works' measurements upon which the semi-final estimate is based shall be deemed to be and shall be final and conclusive.

B. Upon approval of the semi-final estimate, the City will notify the Contractor, in writing, of the conditional acceptance of the work, and transmit to it a copy of the estimate. Out of the amount representing the total of the semi-final estimate, the City shall deduct five percent (5%) which shall be in addition to any and all other amounts which under the Contract it is entitled or required to retain, and shall hold said sum for a period of three (3) months from and after the date of payment of the semi-final estimate, as herein below stipulated. Such part as may be necessary, or all of said retained sum shall be applied to any expense to which the City may be subjected, during said period of three (3) months, in repairing any defects found in the work under the Contract which may be deemed to have been caused by failure of the Contractor to comply with the terms of the Contract, or to any breach of the Contract whatsoever on the part of the Contractor. The City shall be empowered to make any required repairs during said period, with such notice to the Contractor as the City may deem reasonable and feasible under the circumstances if the Contractor shall refuse or neglect to do said required work or make satisfactory progress thereon within such period as the Director of Public Works shall consider necessary or reasonable.

C. Within fifteen (15) days after the approval of the semi-final estimate, the City will pay to the Contractor the amount remaining after deducting from the total amount of the semi-final estimate all such sums as have therefore been paid to the Contractor under the provisions of the Contract and also such amounts as the City is authorized under the Contract to reserve or retain.

SC-58. FINAL INSPECTION, FINAL ESTIMATE, AND FINAL PAYMENT

Upon the expiration of the aforesaid period of three (3) months succeeding the payment of the semi-final estimate, paid as above stipulated, the City will make a final inspection of the work

under the Contract. After the City is satisfied that all requirements of the Contract have been met, after all repairs have been made to any defective work which may have become evident during the abovementioned three (3) month period, and after the Guarantee or Maintenance Bond has been furnished, the City will pay (as the final payment) to the Contractor all sums reserved or retained, less such amounts as it is empowered under the provisions of the Contract permanently to retain.

SC-59. EVIDENCE OF PAYMENT

The Contractor shall furnish the City with satisfactory evidence, before or within ten (10) days after the final completion and acceptance of the whole work under the Contract, and the final payment has been made, that all persons, partnerships, and corporations who have done work or furnished materials under the Contract, or in or about the work Contracted for, and who have given written notice to the City of claims against the Contractor on account thereof, have been fully paid or secured. In the event such evidence is not furnished by the Contractor, such amount deemed necessary by the City to pay such claims shall be retained by the City out of any money due the Contractor under the Contract until such claims shall have been fully discharged or such notice withdrawn. The City may also, with the written consent of the Contractor, use any money retained, due or to become due under the Contract, for the purpose of paying for both labor and material for the work, for which claims have not been filed with the City.

SC-60. TERMINATION OF CITY'S LIABILITY

The acceptance by the Contractor of the final payment made as aforesaid, shall operate as and be a release to the City and every officer and agent thereof, from all claims by the liabilities to the Contractor for anything done or furnished for or relating to or affecting the work under the Contract.

SC-61. TELEPHONE NUMBERS

The Contractor shall provide to the City the names, addresses, and telephone numbers of the responsible personnel who may be contacted at all times in the event the Contractor's services may be required for any eventuality or conditions affecting this work.

SC-62. Not Used

SC-63. STANDARD SPECIFICATIONS, FEDERAL GOVERNMENT AND RELATED STATE AGENCIES

Whenever standard specifications are referred to, they shall be the latest edition of that specification, and they shall be considered to be a part of these specifications insofar as they apply. Standard specifications referred to herein and the abbreviations by which they are referred to are as follows:

AIA	American Institute of Architects (The)
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
ASTM	ASTM International (American Society for Testing and Materials International)

AWS	American Welding Society
BIA	Brick Industry Association (The)
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
ICRI	International Concrete Repair Institute
MHIA	Material Handling Industry of America
NCMA	National Concrete Masonry Association
NFPA	National Fire Protection Agency
SMACCNA	Sheet Metal and Air Conditioning Contractor's National Association
SSPC	SSPC: The Society for Protective Coatings
SWRI	Sealant, Waterproofing, & Restoration Institute

Where abbreviations and acronyms are used in Contract Documents, they shall mean the recognized name of the entities in the following list.

OSHA	Occupational Safety and Hazards Act
EPA	Environmental Protection Agency

SC-64. SAFETY

In order to protect the lives and health of its employees under the Contract, the Contractor shall comply with all occupational safety laws adopted by any governmental entity with jurisdiction and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of, and in the course of, employment on work under the Contract. It will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards, including the posting of danger signs and other warnings against hazards. All damage, injury, or loss referred to in the proceeding paragraphs caused directly or indirectly, in whole or in part, by the Contractor, or any subcontractor or anyone employed by them will be remedied by the Contractor. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of its plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.

SC-65. BID PROPOSAL - QUANTITIES, ETC.

All construction items and quantities are contingent and included in the Contract for use when and as directed by the City. The quantities for these items are established for the purpose of obtaining a bid price. The quantities for these items may be increased or decreased without any adjustment to the Contract unit price or the item(s) may be deleted entirely from the Contract by the City without negotiation. The Contractor will not be allowed to submit a claim against the City of Westminster should the item(s) be increased, decreased, or eliminated.

In the event of approved over/under run in quantities and/or conditions, the Contractor shall be paid/reimbursed in accordance with unit prices in Bid Proposal. Quantities and amounts are as accurate as can be determined from available data and information. Contractor shall expect reasonable deviations from proposed quantities, which may be more or less, and total cost of Contract shall be so determined.

BID FORM
RFB #23-05
CLOCKTOWER REHABILITATION CONTRACT

The Bidder declares that it has carefully examined and understands the specifications, drawings, and form of Contract; that it has made such careful examination as is necessary to become informed as to the character and extent of the work required; and that it agrees, if the proposal is accepted, to Contract with the City of Westminster, in the form of Contract hereto attached, to do the required work in the manner set forth in the specifications.

The undersigned acknowledges receipt of Addenda numbers ____ through ____, and this Bid reflects the modifications therein.

The Bidder proposes to furnish all materials and labor, requisite and proper, and to provide all necessary machinery, tools, apparatus, and means for performing the work, and the doing of all the above-mentioned work, in the manner set forth, described, and shown in the specifications and within the time shown on the proposal for the following lump sums and/or unit prices: See Attached Schedule of Values.

All work included in the specifications and drawings to make a complete and workable installation is to be paid for under the total prices Bid for the various items of work. **The absence from the proposal form of specific bid items for any work included in the specifications and drawings means that the cost of any such work contemplated by the specifications and drawings must be included in the total price bid.**

The Bidder must sign here, and the Bidder's address must be given. In the case of firms, the firm's name must be signed and subscribed to by at least one member. In the case of corporations, the corporate name must be signed by some authorized officer or agent thereof, who shall also subscribe its name and office. The seal of the corporation shall be affixed and duly attested by its secretary or other authorized officer.

Bidder, Firm, or Corporate Name

Address

By _____ (SEAL)
Bidder, Firm Member

Signature

ATTEST:

Title _____

Date

SCHEDULE OF VALUES

	BASE SCOPE OF WORK Description of Work	Budget Quantity	Unit Price	Value
1.	Mobilization and General Conditions	LUMP SUM		\$
2.	Furnish and install bell protection prior to clocktower rehabilitation work and maintain during construction. Includes detaching bell components as required.	LUMP SUM		\$
3.	Furnish and install new supplemental (sistered) building roof joists. Includes all fasteners, clip angles and masonry fasteners along walls, hangers and blocking along existing steel beam, etc.	LUMP SUM		\$
4.	Carefully remove, and either replace in kind or restore/reinstall, all architectural metal/wood elements along transition between tower base and tower attic as identified in the Project Drawings. Includes documenting existing shapes, profiles, details, etc. as required for replacement/reattachment in kind. Includes removal of lead-based paints as required for elements to be restored/reinstalled. Includes new waterproofing membrane (beneath cornice and over reconstructed masonry tower base), accessories, wood/plywood blocking, fasteners, etc.	LUMP SUM		\$
5.	Carefully remove, safely store offsite, and properly reinstall existing wood balustrade along four (4) sides of tower base. Includes new wood blocking, in kind, where top/bottom rails terminate to masonry walls. Includes primer and two (2) coats of approved paint.	LUMP SUM		\$
6.	Remove and replace single wood baluster, in kind, as identified by the Engineer in the field.	6 Bal.		\$
7.	In a phased manner, demolish existing multi-wythe, brick masonry tower base and reconstruct with new concrete masonry base with brick masonry veneer. Includes all masonry, reinforcement, grout, mortar, ties, fasteners, parging, structural steel elements, etc. Includes cleaning existing steel beams inside building attic and new steel plate over beams. Includes restoring EPDM roof membrane and flashings around base as required to create a watertight condition. Includes removal and reinstallation, in kind, of lateral reinforcement rods and star-shaped plates.	LUMP SUM		\$
8.	Remove and replace deficient brick masonry at base of multi-wythe, brick masonry tower attic wall as identified by Engineer in the field and as required to ensure full bearing between existing attic structure and new base.	375 Bricks		\$

SCHEDULE OF VALUES - continued

	BASE SCOPE OF WORK Description of Work	Budget Quantity	Unit Price	Value
9.	Furnish and install new supplemental (sistered) tower attic floor joists. Includes all fasteners, clip angles, fasteners, etc.	LUMP SUM		\$
10.	Following clocktower base reconstruction, move bell from under tower and relocate on designated area on roof to allow for remaining repairs. Resituate bell back into original location at project completion. Includes reattaching/replacing bell components as specified/required.	LUMP SUM		\$
11.	Remove and replace roof membrane, roof sheathing, and wood sleepers beneath footprint of clocktower (roof decking below sleepers to remain). Includes all fasteners, plywood clips, primers, flashings, etc.	LUMP SUM		\$
12.	Remove and replace damaged slate shingles, in kind, at one (1) location.	LUMP SUM		\$
13.	Carefully remove, restore/repaint offsite, and reinstall existing clock faces. Includes removing/reinstalling clock hands, all attachments/fasteners, surface prepare, primer, two (2) coats of approved paint, sealants, etc.	LUMP SUM		\$
14.	Remove and replace, in kind, deficient brick masonry along tower attic exterior, as identified by Engineer in the field.	125 Bricks		\$
15.	Repoint all (100% of) mortar joints along exterior of tower attic exterior.	LUMP SUM		\$
16.	Remove and replace four (4) existing wood-framed window assemblies (no lead-based paints present). Includes restoring/repainting existing transoms (to remain in place) as required.	LUMP SUM		\$
17.	Remove and replace the four (4) exterior upright assemblies with new architectural grade, LED RGBW directional upright assemblies. Includes all required accessories, wiring, conduit, junction boxes, remote transformer, connections, etc. Includes new telescoping supports/outriggers (for ease of light replacement/maintenance) and proper/watertight attachments to the tower structure.	LUMP SUM		\$
	TOTAL FOR BID ITEMS # 1-17			\$

Notes:

- Prices include all costs associated with the entire scope of work presented in the specifications or the estimated (budget) quantities (where applicable) for repairs noted on the drawings and specifications. The

work scope descriptions provided on this form are intended to be summary in nature. Please refer to the project drawings and specifications for a more complete description.

- 2. Unit prices will be used to adjust contract price based upon actual quantities of work performed. Contractor to submit running inventory of all repair quantities completed to date with all invoices.

TOTAL PROJECT BID PRICE \$ _____
Written in words

Bidder _____

Address _____

Phone _____

Fax _____

Signature _____

Printed Name _____

Date _____

EXPERIENCE RECORD

Complete the following Experience Record and attach the same to the Bid, covering work performed similar in size and scope to that which is the subject of the request for bids during the past 5 years.

Name of Project	Date Started	Date Finished	Amount of Contract

(We are) (I am) presently working on the following projects:

EXPERIENCE RECORD (Cont.)

Have you ever defaulted on a construction project? Yes_____ No_____

If yes, give Name of Owner, Name of Bonding Company and circumstance:

Contractor

By: _____

Title: _____

Date: _____

BID BOND

BOND NO. _____

BID REQUEST NO. _____

KNOW ALL PERSONS BY THESE PRESENTS, That we, _____ hereinafter called the Principal, as Principal, and of _____ a Corporation duly organized and existing under the laws of the State of _____ and authorized to do business in the State of Maryland, hereinafter called the Surety, as Surety, are held and firmly bound unto, the Mayor and Common Council of Westminster, hereinafter called the Oblige, in the sum of _____ Dollars (\$ _____ .00), good and lawful money of the United States of America, to be paid upon demand of the Oblige, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT, Whereas, the Principal has submitted to the Oblige a Bid for furnishing all labor, materials, equipment and incidentals thereto necessary for work generally described as:

This Bid 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.

NOW, THEREFORE, if the Oblige shall accept the Bid of the Principal and the Principal shall enter into a written agreement with the Oblige in accordance with the terms, conditions and price(s) set forth therein, and furnish such insurance and give such bond or bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety for the faithful performance of such Agreement and for the prompt payment of labor and materials furnished in the prosecution thereof, then this obligation shall become null and void; otherwise, it shall remain in full force and effect; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements immediately pay to the Oblige, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

Provided, however, that the Surety shall not be liable to the Oblige on this bond for any amount in excess of the principal amount hereof.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall in no way be impaired or affected by any extension of the time within which the owner may accept such proposal, and said Surety hereby waives notice of any such extension.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20____.

Principal

By _____ (Seal)

Official Title

Surety

By _____
Attorney-in-Fact

By _____
Maryland Agent

(Accompany this bond with Attorney-in-Fact's authority from Surety Company certified to include the date of the bond)

CITY OF WESTMINSTER, MARYLAND

Equal Opportunity Employer

I HEREBY AFFIRM THAT THIS COMPANY DOES NOT DISCRIMINATE IN ANY MANNER AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF AGE, RACE, NATIONAL ORIGIN OR ETHNICITY, SEX, PREGNANCY, GENDER IDENTITY, FAMILY STATUS, CREED OR RELIGION.

Bidder: _____
Type/Print Name of Firm

Address: _____

City/State: _____
Zip Code

By: _____
Signature of Person Authorized to Sign Bid

Type/Print Name and Title of Person
Authorized to Sign Bid

CITY OF WESTMINSTER, MARYLAND
AFFIDAVIT OF NON-COLLUSION AND NON-CONVICTION

The bidder represents, and it is a condition of the acceptance of this bid, that the bidder has not been a party with other bidders to any agreement to bid a fixed or uniform price or to manipulate the outcome of the competitive bidding process in any way. The bidder also represents that none of its officers, directors, partners, or employees who are directly involved in obtaining or performing contracts with any public bodies has:

- (1) been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government;
- (2) been convicted under a State or federal law or statute of any offense enumerated in Md. Code Ann., State Fin. and Proc. §16-203; or
- (3) been found civilly liable under a State or federal antitrust statute as provided in Md. Code Ann., State Fin. and Proc., §16-203.

The Contractor warrants that it has not been debarred or suspended under Md. Code Ann., State Fin., and Proc., Title 16 Subtitle 3 and that it shall not knowingly enter into a contract with a public body under which a person or business debarred or suspended under Md. Code Ann., State Fin., and Proc., Title 16, Subtitle 3 will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

The Bidder/Offeror and/or any person signing on its behalf acknowledges that all documents, information and data submitted in its Bid/Proposal shall be treated as public information unless otherwise indicated.

ATTEST/WITNESS

Name of Bidder-Type/Print

_____ By:

Signature of Person Authorized to Sign

Name and Title of Signatory (Type or Print)

STATE OF _____

COUNTY OF _____, TO WIT:

On this ____ day of _____ 20 ____, before the undersigned officer, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed on the foregoing instrument for the purposes therein contained.

Notary Public

My Commission Expires: _____

CITY OF WESTMINSTER, MARYLAND

VENDOR RESPONSIBILITY FORM

1. Summarize briefly your experience in providing the commodities or service outlined in the attached specifications:

2. List the name and address of one bank or other institution that can provide the City with an adequate credit reference:

3. State of Maryland General Contractor License No.: _____

4. Have you ever refused to sign a contract at your original bid price? Yes _____ No _____

5. Have you ever defaulted on a contract? Yes _____ No _____

Federal I.D. #

Name of Bidder: _____

Address: _____

Telephone #:

By: _____
Signature

Typed Name and Title

BIDDER: _____

REFERENCES

The Firm shall furnish a representative list of three (3) references involving work as specified herein. Failure to submit the required information with the Proposal may be cause for rejection of the Proposal.

The City may make such investigation, as it deems necessary to determine the ability of the Firm to furnish the services, and the Firm shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by or investigation of such Firm fails to satisfy the City that such Firm is properly qualified to carry out the obligations of the contract and deliver the service herein.

Client Name: _____

Address: _____

Contact Person: _____ Phone: _____

Email: _____ Contract Value: _____

Dates of Service: _____

Client Name: _____

Address: _____

Contact Person: _____ Phone: _____

Email: _____ Contract Value: _____

Dates of Service: _____

Client Name: _____

Address: _____

Contact Person: _____ Phone: _____

Email: _____ Contract Value: _____

Dates of Service: _____

BOND NO: _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that on this _____ day of _____, 20____, we (“the Contractor”) _____ as Principal, and (Bonding Company) _____ as Surety, are held and firmly bound unto the Mayor and Common Council of Westminster (“the City”), in the penal sum of _____ Dollars (\$_____) for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal entered into a Contract (“the Contract”) with the City dated _____ 20__ concerning the _____ (the “Project”).

NOW, THEREFORE, the proceeds of this bond may be drawn upon by the City, in whole or in part, for the purpose of (1) performing, on its own or through a contractor, any work required by the Contract that has been left unperformed by the Principal more than thirty (30) days past the date on which the Principal is notified by the City of the failure or performing any of the other undertakings, covenants, terms, conditions and agreements imposed by the Contract terms that the Principal fails timely to perform or (2) holding the City harmless from any damages growing out of negligence of the Principal, or its agents, servants, or employees.

The condition of this obligation is such that if the Contractor shall in all respects well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract and the Project during the term of said Contract and any extension thereof granted by the City, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made and shall save harmless the City from any expense incurred through the failure of the Principal, its agents and servants, to complete the work as required by the Contract, or any authorized modifications thereof, or from any damages growing out of negligence of the Principal, or its agents, servants, or employees then this obligation shall be null and void and otherwise to be and shall remain in full force and effect until the requirements of the Contract and the Project have been fully completed and approved or accepted by the City.

Any modification made by agreement by and between Principal and City in terms of the Contract or the nature or scope of the work for the Project, or the giving to Principal or its officers, employees, agents, successors or assigns any extension of time on the part of Principal to be performed or any forbearance on the part of City to Principal, or its officers, employees, agents, successors or assigns, shall not in any way release Principal or Surety in this Bond. This Payment Bond will be held by the City until the expiration of three (3) years after the date of final acceptance of the work under the Contract, or earlier upon receipt of a release of liens in a form satisfactory to the City. There shall be no reduction or release of this Payment Bond until all claims by laborers and material suppliers have been paid and a release of claims has been provided to the City.

Notice to the Surety shall be sufficient if sent by certified mail to the individual named below at the following address:

Name and Title

Address

Address

IN TESTIMONY WHEREOF, Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers and Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its Attorney-in-fact, duly authorized hereunto so to do, the day and year first above written.

Principal (Typed Name)

(SEAL)

Witness/Principal

Principal

(SEAL)

Witness/Surety

Corporate Surety

By: _____
Attorney in Fact

Provide Name, Address, and telephone number of Branch Office or Resident agent to be contacted in the event action is required on the Bonds supplied, together with signature of Resident Agent.

Firm Name: _____

Address: _____

Telephone w/Area Code _____

Signature/Resident Agent: _____

Date: _____ Registration No. _____

Note: A certified copy of Power of Attorney of the person signing for Surety Company must be filed with the bond. A corporate acknowledgement is required when a principal is a corporation.

BOND NO: _____

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that on this _____ day of _____, 20_____, we _____ (Contractor) _____ as Principal, and _____ (Bonding Company) _____ as Surety, are held and firmly bound unto the Mayor and Common Council of Westminster (“the City”), in the penal sum of _____ Dollars (\$_____) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal entered into a Contract (“the Contract”) with the City dated _____ 20_____, concerning the _____ (the “Project”).

NOW, THEREFORE, the proceeds of this bond may be drawn upon by the City, in whole or in part, for the purpose of paying any contractors, subcontractors or material suppliers left unpaid by the Principal more than thirty (30) days past the date of the first invoice from the contractor, subcontractor or material supplier to the Principal, absent bona fide cause to contest the invoice.

If the Principal shall promptly make proper payment to all persons supplying labor, equipment and materials used in the prosecution of the work provided for in said Contract and the Project, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to the Surety being hereby waived, then this obligation will be void; otherwise it will remain in full force and effect.

The condition of this obligation is such that if the Contractor shall in all respects well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract and the Project during the term of said Contract and any extension thereof granted by the City, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made and shall save harmless the City from any expense incurred through the failure of the Principal, its agents and servants, to complete the work as required by the Contract, or any authorized modifications thereof, or from any damages growing out of negligence of the Principal, or its agents, servants, or employees then this obligation shall be null and void and otherwise to be and shall remain in full force and effect until the requirements of the Contract and the Project have been fully completed and approved or accepted by the City.

Any modification made by agreement by and between Principal and City in terms of the Contract or the nature or scope of the Project, or the giving to the Principal or its officers, agents, employees, successors or assigns any extension of time on the part of Principal to be performed or any forbearance on the part of the City to Principal, its officers, employees, successors and assigns shall not in any way release Principal or Surety in this Bond.

Notice to the Surety shall be sufficient if sent by certified mail to the individual named below at the following address:

Name and Title

Address

Address

IN TESTIMONY WHEREOF, Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers and Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its Attorney-in-fact, duly authorized hereunto so to do, the day and year first above written.

Principal (Typed Name)

Witness/Principal

Principal

(Seal)

Witness/Surety

Corporate Surety

(Seal)

By: _____

Attorney in Fact

Provide Name, Address and telephone number of Branch Office or Resident agent to be contacted in the event action is required on the Bonds supplied, together with signature of Resident Agent.

Firm Name _____

Address _____

Telephone w/Area Code _____

Signature/Resident Agent _____

Date: _____ Registration No. _____

Note: A certified copy of Power of Attorney of the person signing for Surety Company must be filed with the bond. A corporate acknowledgement is required when a principal is a corporation.

NOTICE OF AWARD

To: _____

Attn: _____

Project Description: Clocktower Rehabilitation Project

You are hereby notified that your Bid for Clocktower Rehabilitation Project Services, as outlined in the Specifications and other Contract Documents, has been accepted in the amount of (\$_____). You are required to execute the Agreement and furnish certificates of insurance within ten (10) calendar days from the date of this Notice of Award provided to you.

If you fail to execute the Agreement and to furnish the same with in ten (10) days from the date of this Notice of Award, the City will be entitled to consider all your rights arising out of the City’s acceptance of your bid as abandonment and as a forfeiture of your bid bond. The City will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the City.

Dated this _____ day of _____, 2022.

The Mayor and Common Council of Westminster
Owner

By: _____
John Dick, Deputy Director of Public Works

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above NOTICE OF AWARD is hereby acknowledged:

By: _____

Title: _____

This _____ day of _____, 2022

NOTICE TO PROCEED

To: _____

Date: _____

Project: _____

Contract No. _____

You are hereby notified to commence WORK in accordance with the AGREEMENT dated on or before _____ and to complete the WORK within 120 days after receiving Notice to Proceed.

The Mayor and Common Council of Westminster

Owner

By: _____

John Dick, Deputy Director of Public Works

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of the above NOTICE TO PROCEED is hereby acknowledged:

By: _____

Title: _____

This _____ day of _____, 2022.

EXHIBIT A

AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2022, by the Mayor and Common Council of Westminster (“the City”), a municipal corporation of the State of Maryland, and _____ (“the Contractor”) with its principal offices at _____.

In consideration of the mutual covenants and obligations contained herein, the sufficiency of which is hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Services Provided:

A. The Contractor shall provide the following services for the City: Clocktower Rehabilitation Project Services (“the Services”). The Services shall be provided as detailed in the following enumerated documents which form the Contract, and they are incorporated herein as if attached thereto, except that the Contractor’s Proposal is incorporated only as to the scope of work, the pricing proposal, and any warranties or representations about the nature or quality of the services or equipment to be provided contained therein. The listed documents, together with this Agreement, constitute the entire understanding of the parties and supersede any prior proposals or agreements.

- 1) Request for Bids, dated August 12, 2022
- 2) Contractor’s Bid, dated _____
- 3) Instructions to Bidders
- 4) General Conditions
- 5) Supplemental Conditions
- 6) Equal Opportunity Employer Form
- 7) Affidavit of Non-Collusion and Non-Conviction
- 8) Vendor Responsibility Form
- 9) Reference List
- 10) Performance Bond
- 11) Payment Bond
- 12) Notice of Award (when issued)
- 13) Insurance Certificate
- 14) Notice to Proceed (when issued)

B. The Contractor agrees to initiate work within ninety (90) days from date of the Notice to Proceed. The Contractor further acknowledges that the City retains the right to reduce the scope of the Services in order to accomplish the project within the City’s established budget and schedule. It is understood by the parties hereto that time is of the essence in the completion of this contract. All work must be completed by June 30, 2023.

C. The Contractor will furnish all equipment needed to perform the Services (the “Contractor’s Equipment”).

2. Fees: The City hereby agrees to pay the Contractor as full consideration for the Contractor's satisfactory performance of its obligations under this Agreement the sum of _____ Dollars (\$ _____)

payable monthly upon submission of invoices in accordance with the Supplemental Conditions.

3. Binding Effect of Agreement: This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

4. Political Contributions: If this contract involves cumulative consideration of at least \$200,000, the Contractor shall file with the State Board of Elections a statement under oath containing: (i) the name of each candidate, if any, to whom one or more applicable contributions in a cumulative amount of \$500 or more were made during the reporting period; (ii) the office sought by each candidate; (iii) the amount of aggregate contributions made to each candidate; (iv) the name of each unit of a governmental entity with which the person did public business during the reporting period; (v) the nature and amount of public business done with the City; and, (vi) if the contract or the contribution is attributed to another person who is filing the statement, the name of the contracting entity or the person who made the contribution, and the relationship of that person to the person filing the statement. The Contractor's initial statement shall be filed at that time of the inception of the contract, and shall cover the preceding 24 months, and the Contractor shall thereafter file a semi-annual statement, for the six (6) months ending on January 31 or July 31 of every year, for each reporting period during which performance remains uncompleted on the contract, and shall be filed within five (5) days after the end of the applicable reporting period.

5. Notices: All notices or other communications required or permitted hereunder shall be in writing and delivered either (a) by hand or (b) by fax and by mail, postage prepaid, certified or registered return receipt requested, addressed as follows:

To the City: Sara Imhulse, City Administrator
45 W. Main Street
Westminster, Maryland 21157
simhulse@westminstermd.gov

With a copy to: Elissa D. Levan, Esquire
City Attorney
Levan Ruff LLC
2007 Tidewater Colony Drive
Annapolis, MD 21401
elevan@levanruff.com

To: _____

With a copy to: _____

6. Other Payments, Taxes, Expenses: Except as may be specifically agreed upon by the parties in writing, the Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered or materials provided hereunder. The parties hereto further agree that the City shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Contractor in connection with the performance of its obligations under this Agreement, including, but not limited to, the cost of any insurance or license fees.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that the Contractor is an independent contractor of the City and is therefore responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, or any other fees, taxes, or expenses whatsoever. In the event that the Contractor is deemed not to be an independent contractor by any local, state or federal government agency, the Contractor agrees to indemnify and hold harmless the City for any and all fees, costs, and expenses, including, but not limited to, attorneys' fees, incurred thereby.

7. Insurance: The Contractor agrees to maintain the insurance coverages set forth herein for the full term of the Contract and, in the case of construction contracts, for a period of one year after the completion of the Services. The Contractor further agrees to provide Certificates of Insurance upon signing this Agreement and such Certificates shall be on an occurrences basis and shall either (a) provide that the City shall be given at least thirty (30) days prior written notice of the cancellation of, intention not to renew, or material change in the coverage, or (b) provide that the City shall be given such notice of the cancellation of, intention not to renew, or material change in the coverage as is required by the terms of the Contractor's policy or policies of insurance. In the case of construction contracts, insurance shall include completed operations and contractual liability coverage. All Certificates must name the City as an additional insured.

Provision of any insurance required herein does not relieve the Contractor of any of the

responsibilities or obligations assumed by the Contractor in the contract awarded, or for which the Contractor may be liable by law or otherwise.

A. **Workers' Compensation Insurance:** The Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation Insurance and must submit an insurance certificate as proof of coverage prior to contract approval. If the Contractor is a corporation or a limited liability corporation or other entity eligible to elect an exemption for officers under Md. Code Ann., Lab. & Emp. Art., §9-206, the Contractor shall provide the City with a copy of the election form filed with the Maryland Workers' Compensation Commission together with proof of filing. If the Contractor has no covered employees, the Contractor shall submit a statement attesting to that fact under the penalties of perjury.

B. **Comprehensive General Liability Insurance:** The Contractor shall provide general liability insurance, including X, C, and U, in the following amounts and shall submit an insurance certificate as proof of coverage prior to contract approval:

1. Personal injury liability insurance with a limit of \$1,000,000.00 for each occurrence and \$ 2,000,000.00 aggregate, where insurance aggregates apply;
2. Property damage liability insurance with limits of \$250,000.00 for each occurrence and \$500,000.00 aggregate, where aggregates apply.

C. **Automobile Liability Insurance:** Motor vehicle insurance meeting the requirements of Maryland law and covering every vehicle and driver involved in providing the services, in the following amounts:

1. Bodily injury liability with limits of \$500,000.00 each person and \$1,000,000.00 each accident;
2. Property damage liability with a limit of \$100,000 each accident.

8. Doing Business in Maryland: The Contractor warrants and represents that it has paid all taxes, fees, and charges owed by it to any governmental entity. In addition, it warrants and represents that any parent or subsidiary or other business entity with which it is affiliated or has been affiliated has paid all taxes, fees, and charges owed by it to any governmental agency accrued during any period during which the Contractor was affiliated with the entity. The Contractor warrants and represents that it (1) is either (a) incorporated in Maryland, or (b) registered or qualified by the Maryland State Department of Assessments and Taxation (SDAT) as required by the Maryland Annotated Code, Corps. & Assocs. Article, to do business in Maryland, and (2) is in good standing with SDAT.

9. Performance and Payment Bonds: Performance bond in the amount of 100% of contract

amount and payment bond in the amount of 100% of contract amount are required.

10. Maintenance Bond: The Contractor will be required to issue a Maintenance Bond in the amount of 10% of the Contract amount for a period of one year from the date of substantial completion. Such bond will designate the City as the Obligee and the Contractor as the Principal. The Bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of Maryland. The expense of this Bond shall be borne by the Contractor. If at any time a Surety on any such Bond is declared bankrupt or loses its right to do business in the State of Maryland, the Contractor shall, within ten (10) days after notice from the Surety Company, substitute an acceptable Bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such Bond shall be paid by the Contractor. No further payments shall be deemed due or shall be made until the new surety or sureties shall have furnished an acceptable Bond to the City. Should the Contract price be increased by 25% or more before Final Acceptance, the amount of the Maintenance Bond shall be increased accordingly.

11. Compliance with Laws: The Contractor shall, without any additional expense to the City, be responsible for complying with any and all applicable laws, codes, and regulations in connection with the services provided by the Contractor, including, but not limited to, obtaining any licenses required by the Contractor to perform the Services.

12. Indemnification: The Contractor shall be responsible for and indemnify, defend, and hold the City, its officers, agents, and consultants, harmless from and against any and all claims for loss, personal injury, and/or other forms of damage that may be suffered as a result of the Contractor's negligence or willful misconduct in the Contractor's performance of the Services, or that of its officers, employees, agents, subcontractors, and invitees, or for any failure of the materials supplied under this contract or for any failure by the Contractor to perform the obligations of this Agreement, including, but not limited to, attorneys' fees, and any other cost incurred by the City in defending any such claim. The Contractor shall be responsible for and shall indemnify and hold the City, its officers, agents, and consultants, harmless against any claim for loss, howsoever arising or incurred, for damage that may occur to the Contractor's property or property of third parties that is being stored at the construction site and/or maintained/used by the Contractor in delivery of the Services.

13. Not Assignable: The Contractor shall not assign, transfer, or subcontract any interest, obligation, or claim under this Agreement except as may be agreed upon and authorized in writing by the City and no contract shall be made by the Contractor with any other party for furnishing

any of the Services without the prior approval of the City.

14. Relief: In the event of a breach or a threatened breach by the Contractor of any provision of the Agreement, the Contractor recognizes the substantial and immediate harm that a breach or threatened breach will impose upon the City, and further recognizes that in such event monetary damages will be inadequate to fully protect the City. Accordingly, in the event of a breach or threatened breach of this Agreement, the Contractor consents to the City's entitlement to such ex parte, preliminary, interlocutory, temporary, or permanent injunctive, or any other equitable relief, protecting and fully enforcing the City's rights hereunder and preventing the Contractor from further breaching any of its obligations set forth herein. The Contractor expressly waives any requirement based on any statute, rule of procedure, or other source, that the City post a bond as a condition of obtaining any of the above-described remedies. Nothing herein shall be construed as prohibiting the City from pursuing any other remedies available to the City by law or in equity for such breach or threatened breach, including the recovery of damages from the Contractor.

15. City's Right to Terminate: The Services may be terminated immediately by the City upon written notice in whole or in part, when the City, in its sole and absolute discretion, determines such action to be in its best interests and shall be terminated whenever adequate funds have not been appropriated by the City Council in the annual budget for the purpose set forth herein. The Contractor is advised that the City does not guarantee the appropriation of funds for any subsequent fiscal year (beginning July 1). The Contractor shall not perform services in any fiscal year following the current fiscal year without verification from the Director of Public Works that adequate funds have been appropriated for that purpose in the budget for the relevant fiscal year. Upon termination, the City shall be liable to the Contractor only for payment for services actually provided prior to the effective date of the termination.

16. Entire Understanding: This Agreement contains the entire understanding between the parties, and any additions or modifications hereto may only be made in writing, executed by both parties.

17. Liquidated Damages: It is acknowledged that the Contractor's failure to complete the Services within the time provided for in the Contract Documents will cause the City to incur economic and non-economic damages and losses of types and in amounts that are impossible to compute and ascertain with certainty and accuracy so as to be a basis for recovery by the City of actual damages, and that the liquidated damages set forth herein represent a fair, reasonable, and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the City against the Contractor

and its Surety, in the event of delayed completion and without the City being required to present any evidence of the amount or character of actual damages sustained by reason of the delay. The Contractor shall be liable to the City for payment of liquidated damages in the amount of \$100.00 per day for each day that the Services are delayed beyond the time for performance set forth in the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty and the Contractor shall pay them to the City without limiting the City's right to terminate the Agreement for default as provided elsewhere herein.

18. Applicable Law: This Agreement shall be interpreted in accordance with the laws of the State of Maryland. Any suit to enforce the terms hereof or for damages or other remedy for breach or anticipated breach hereof shall be brought exclusively in the courts of the State of Maryland for Carroll County, and the parties expressly acknowledge that venue is proper therein and consent to the jurisdiction thereof and waive any right that they may otherwise have to bring such action in or transfer or remove such suit in or to the courts of any other jurisdiction.

19. Conflict of Interest: The person executing this Agreement on behalf of the Contractor certifies that he understands the provisions of the City Charter and Code dealing with conflicts of interest and the prohibition of the solicitation or acceptance of gifts.

20. Set-Off: In the event that the Contractor shall owe an obligation of any type whatsoever to the City at any time during the term hereof, or after the termination of the relationship created hereunder, the City shall have the right to offset any amount so owed the Contractor against any compensation due to the Contractor for the provision of the Services.

21. Severability: If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

22. Record Retention, Audits, and Inspections: The Contractor shall:

A. Retain all financial and programmatic records for a period of three (3) years from the date of issuance of final payment hereunder.

B. Permit the City to have access to any and all records, including all subcontracts covered by this Agreement for the purpose of making audits, examinations, reproductions, excerpts, and transcripts. Access shall be available at any time during normal business hours and as often as deemed necessary by the City.

IN WITNESS WHEREOF, on the date hereinabove set forth, the parties hereto have executed this Agreement in two duplicate originals, any one of these shall be adequate proof of this Agreement without locating or accounting for the other.

WITNESS:

[CONTRACTOR]

_____ By: _____
[Insert name and title of signatory]

WITNESS:

MAYOR AND COMMON COUNCIL OF
WESTMINSTER

_____ By: _____
Doug Barber, City Clerk Dr. Mona Becker, Mayor

Approved for form and legal sufficiency
this ____ day of _____, 2022

Elissa D. Levan, City Attorney