



Request for Bids

**City of Westminster
PUREWater Westminster Facility
City Project #A-24-03**

**The City of Westminster
45 West Main Street
Westminster, MD 21157**

Bids@westminstermd.gov

RFB #25-13

October 31, 2024

CITY OF WESTMINSTER
45 West Main Street
Westminster, Maryland 21157



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

Date: October 31, 2024

To: Firms Interested in Submitting a Bid

From: City of Westminster

Re: Request for Bids by the City of Westminster for PUREWater Westminster Facility

The Mayor and Common Council of Westminster (“the City”) requests bids (hereinafter, a “Bid” or “Proposal”) for PUREWater Westminster Facility in accordance with the attached Contract documents.

Sealed bids consisting of all required Bid forms should be submitted to the Finance Department, 45 West Main Street, Westminster, Maryland 21157, no later than 2:00 p.m. on Wednesday December 11, 2024. Sealed bids must be clearly marked “PUREWater Westminster Facility” 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 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. Bids must be good for ninety (90) days.

A **Virtual** Pre-Bid meeting will be conducted at **10:00 A.M., Thursday, November 7, 2024**. Please use this link for the Zoom meeting:

<https://westgov.zoom.us/j/87681635203?pwd=Y0E0wPY5ljY0nchR2muaXpaHk5Vetu.1>

There will be a **Walk-through** Pre-Bid meeting at **2:00 P.M., Tuesday, November 12, 2024**. This will be held at the Former Livestock Auction Building at 1117 Old New Windsor Pike, Westminster, Maryland 21158.

References are required to be completed and emailed to Bids@westminstermd.gov by December 4, 2024 at 2:00 P.M.

Bids will be publicly opened and read aloud at 2:15 p.m. on Wednesday, December 11, 2024. The bid opening will be held at 45 West Main Street, Westminster, MD 21157.

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 Bids should email their questions to Bids@westminstermd.gov. The closing time for submission of questions is 4:30 p.m. on Friday, November 22, 2024. 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 Bids 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
PUREWater Westminster Facility
RFB #25-13
City Project #A-24-03
October 31, 2024**

I. SCOPE OF SERVICES

The Project includes the following work:

Construction of a new water purification facility for treatment of tertiary effluent from the existing Water Reclamation Facility (WRF). The new purification facility will include Ultrafiltration (UF), Reverse Osmosis (RO), and Granular Activated Carbon (GAC) systems, chemical feed systems, Ultraviolet (UV) system, various feed and finished water pumps.

II. DRAWINGS

Drawings can be found in the link below:

 [PUREWater Westminster Drawings_10-29-2024.pdf](#)

III. SPECIFICATIONS

 [PUREWater Westminster Specifications_10-29-2024.pdf](#)

IV FUNDING RESTRICTIONS:

This project is funded in part by grants from the U.S. Treasury Department under the American Recovery Plan Act (“ARPA”) and the U.S. Environmental Protection Agency under the Community Grant program and is therefore subject to conditions imposed by federal regulations.

In particular, bidders are advised that certain requirements under the Buy America Build America Act have been waived. Specifically, the project has received a De Minimis General Applicability Waiver, a Minor Components Waiver, and a Pig Iron and Direct Reduced Iron waiver. The project remains subject to requirements relating to the use of American Iron and Steel (“AIS”). The Contractor is also required to comply with the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251–1387). and regulations promulgated pursuant thereto.

When possible, the recipient of ARPA funds should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered. To that end, the City may give special consideration to qualifying firms.

Notwithstanding the foregoing, it is the Contractor'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.

CITY OF WESTMINSTER, MARYLAND

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 that 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.
- E. 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, if in the City's judgment, the City's best interests will be served by doing so.
- F. Any contract resulting from this solicitation will be awarded to the bidder who has submitted the proposal most advantageous to the City in its sole discretion, considering such things as the price and the bidder's qualifications, experience, and references, in addition to any other factors identified in the Scope of Work.

3. 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.

4. REQUIRED ATTACHMENTS TO BIDS:

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

- a. Bid Form

- b. Schedule of Values
- c. Experience Record Form
- d. List of References
- e. Contractor Responsibility Form
- f. Equal Opportunity Employer Form
- g. Affidavit of Public Contracting Eligibility
- h. Apprenticeship Funding Affidavit
- i. W-9 Form
- j. Bid Bond

5. ACCEPTANCE OR REJECTION OF BIDS:

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.

6. 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 or Request for Proposals (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.

7. 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.

8. 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.

9. SPECIFICATIONS:

Bidders must examine the specifications carefully. In case doubt shall arise as to the meaning or intent of anything shown in the specifications, 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.

10. BONDS:

If included in the Agreement, performance and payment bonds are required. Sample formats are provided in the Contract Documents.

11. 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.

12. 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 erasures 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.
- B. 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.
- C. Bids shall be based on products, materials, and methods named in the Contract Documents.
- D. 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.
- E. 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.
- F. 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.

13. EXECUTION OF THE CONTRACT:

The form of the Agreement is included with the Bid package and it is expected that the successful bidder will sign an Agreement in substantially the form included. The Bidder should not rely on an expectation of changes in the Contract form.

The successful Bidder shall return two copies of the Agreement 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.

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.

14. AFFIDAVIT OF PUBLIC CONTRACTING ELIGIBILITY:

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 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.

15. 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.

16. 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.

17. 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.

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

When payment, performance, and/or maintenance bonds are required by the agreement, they shall be posted by the Contractor in a form acceptable to the City. In that instance, template bonds will be included with the bid package.

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 has 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, the City may require the Contractor to perform the service or again provide a replacement product in conformity with Contract specifications, 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, 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.

The Standard Details for any road work contract will be those of the Maryland Department of Transportation, State Highway Administration's "Book of Standards for Highway and Incidental Structures", and revisions thereof or additions thereto.

SC-02. INTENT OF DRAWINGS AND SPECIFICATIONS

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, on the lines and slopes, at the depths, with the connections, 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 Director of Public Works shall determine which shall govern.

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. CONSTRUCTION IN RIGHTS-OF-WAY AND CONSTRUCTION STRIPS

- A. All permanent construction will be within public rights-of-way or other easements or rights-of-way through private property acquired by the City as shown on the drawings and the Contractor shall confine its operations strictly within the limits of the rights-of-way or other easements and construction strips as shown, unless it has the written permission of the City of the adjacent property to occupy additional ground. A copy of the written

permission shall be placed on file with the City. Trees in the construction strips shall not be cut down, except with the written permission of the City or the owner of the property. Trees marked to be protected in rights-of-way or other easements or construction strips shall be barricaded by 2-inch by 4-inch boards in a box form 10-foot square. Trees permitted to be cut down shall be cut to cord length and stacked. Stumps, roots, branches, and other debris shall be removed from the site unless otherwise noted or directed.

- B. All work on or through private property shall be done in such manner as to avoid all cutting of vegetation and other disturbances of the terrain not actually necessary in the installation of the pipes and appurtenances. Upon completion of the work, the Contractor shall clean up within the rights-of-way or other easements and construction strips and shall restore the surface, shrubbery, fences, and other valuable improvements to at least equal to original condition. The above work is to be included in the Contract price bid.
- C. Any damage by the Contractor to property outside the limits of the rights-of-way or other easements or construction strips, as the case may be, shall be restored by the Contractor at its own expense.

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 pipes, poles, tracks, walls, buildings, and other structures or property in the vicinity of its work whether above or below the ground or that may appear in the trench. It shall at all times have a sufficient quantity of timber and plank, chains, ropes, etc., on the ground and shall use them as necessary for sheeting its excavations and for sustaining or supporting any structures that are uncovered, undermined, endangered, threatened, or weakened. The Contractor shall take all risks attending the presence or proximity of pipes, poles, tracks, walls, buildings, and other structures and property, of every kind and description, in or over its trenches or 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. OBSTRUCTIONS SHOWN ON DRAWINGS

Certain information regarding the reputed presence, size, character, and location of existing underground structures has been shown on the Contract drawings. The City disclaims any certainty as to the accuracy of this information and it shall be considered by the Contractor in this light. The locations of underground structures shown may be inaccurate and obstructions other than those shown may be encountered. The City is not responsible for the correctness or sufficiency of the information given; the Contractor shall have no claim for delay or extra compensation on account of incorrectness of information given, or on account of the insufficiency, or absence of information regarding obstructions, either revealed or not revealed by the drawings.

SC-08. REMOVAL OF OBSTRUCTIONS

- A. Should the position of any pipe, conduit, pole or other structures, above or below the ground, be such as, in the opinion of the Director of Public Works, to require its removal, realignment or change, due to work to be done under the Contract, the work of removal, realignment or change will be done as extra work unless called for by the plans and

specifications or will be done by the City, without cost to the Contractor. The Contractor shall uncover and support the structures, at its own expense, before such removal, and before and after such realignment or change, as constituting part of the Contract; and, the Contractor shall not be entitled to any claims for damage or extra compensation on account of the presence of said structure or on account of any delay in the removal or rearrangement of the same.

- B. The Contractor shall, without extra compensation, break through and reconstruct, if necessary, the invert or arch of any sewer, culvert, or conduit that may be encountered, if said structure is in such position, in the judgment of the City, as not to require its removal, realignment, or complete reconstruction.
- C. The Contractor shall not interfere with any persons, firms, or corporations, or with the City, in protecting, removing, changing, or replacing their pipes, conduits, poles, or other structures; but, it shall suffer said persons, firms, or corporations, or the City, to take all such measurements as they may deem necessary or advisable for the purpose aforesaid, and the Contractor shall thereby be in no way relieved of any of its responsibilities under the Contract.

SC-09. STORAGE OF MATERIALS

Materials shall be stored so as to ensure the preservation of their quality and fitness for the work. When considered necessary by the City, they shall be placed on wooden platforms, or other hard, clean surfaces and not on the ground, and shall be located so as to facilitate prompt inspection. 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-10. STRUCTURES TO BE KEPT CLEAN

During the progress of the work, until the completion and final acceptance thereof, all structures, including pipelines and their appurtenances, shall be kept entirely clean throughout. Obstructions or deposits, at any time discovered, shall be removed at once by the Contractor without extra compensation. After completion of the work, the structures, pipelines, and their appurtenances shall be left clean and in good order.

SC-11. FINAL CLEAN UP

Within 10 days after the completion of the work and before final acceptance, the Contractor shall, without charge therefore, tear down and remove all temporary buildings and other structures built by it, shall remove all rubbish of all kinds from any ground which it has occupied, and shall leave the site of the work in a clean and neat condition.

SC-12. GUARANTEE

- A. The Contractor guarantees the work performed under this Contract for a period of one year after the date of final "acceptance" therefore by the City, as follows:
 - 1. Against all faulty or imperfect materials and against all imperfect, careless, and/or unskilled workmanship.

2. That all pipelines and structures shall be watertight and that leakage will not exceed the limits set forth in the specifications.
- 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 that may be found to be improper or imperfect and to restore and maintain all roads, shoulders, ditches, and crossings to their original condition and in accordance with the terms of the appropriate agency permits.
 - 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 guarantee obligations assumed by the Contractor under these documents.

SC-13. GUARANTEE BOND (MAINTENANCE BOND)

- A. Before final payment is made by the City, the Contractor shall furnish the City with a Guarantee Bond in the amount of ten percent (5%) 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. 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-14. SUPERVISION AND DIRECTION OF WORK

The work shall be under the general supervision of the City. 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 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-15. DECISIONS AND EXPLANATIONS BY ENGINEER

- 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-16. 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 pipe, joining material, etc., 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-17. CITY MAY INCREASE OR DECREASE QUANTITIES

- A. The City reserves the right to increase or decrease the quantity of material to be furnished or 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-18. 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-19. COOPERATION OF CONTRACTOR

- A. The Contractor will be supplied with three (3) copies of the supplemental attachment and of the specifications. The Contractor shall have available at all times at least one copy of the attachment, and a complete book of the specifications; 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 supervisor 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 supervisor 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-20. SERVICE OF NOTICES TO CONTRACTOR

The mailing, in a United States post office box, or emailing of a written communication, notice, or order, addressed to the Contractor at the email or 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-21. LINES, GRADES, AND ELEVATIONS

- A. The Contractor shall furnish the field stakeout of all necessary lines, grades, and elevations to complete the work as shown on the plans and specifications. Such stakeouts must be approved by the City, and corrected if and as necessary, before the Contractor proceeds with construction. The Contractor shall have no claims for damages or extra compensation due to delays originating from unapproved stakeouts and/or necessary corrections thereto.
- B. The Contractor shall be required to prepare cut sheets on forms. These forms are to be submitted to the City two days prior to the excavation of any trench section. The Contractor shall be responsible for the accuracy of the finished work.

SC-22. 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-23. 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 result in increased or 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-24. 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-25. 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-26. 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 or of conforming its work to the lines, grades, and elevations which are required. 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, 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-27. 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 will 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. 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.

SC-28. UNAUTHORIZED WORK

Work done without lines and grades being given, work done beyond the lines and grades shown on the plans or as given, except as herein provided, or any extra work done without written authority, will be considered as unauthorized and at the expense of the Contractor and will not be approved or compensated by the City. Work so done may be ordered removed and replaced by the City at the Contractor's expense.

SC-29. 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 and agents 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-30. PERMITS, LICENSES, CHARGES, NOTICES

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

SC-31. INTELLECTUAL PROPERTY 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 or other intellectual property rights by the use of any such articles, appliances, materials, or equipment covered thereby 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 attorney's fees, that the City may be obliged to pay by reason of any actual or alleged infringement of patents or other intellectual property rights used in the construction and completion of the work herein specified.

SC-32. WATER SUPPLY

The Contractor shall provide at its own expense such quantities of clean water as may be required for 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.

SC-33. 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 Director of Public Works, and their use shall be strictly enforced. The facilities shall be cleaned and disinfected daily to the satisfaction of the Director of Public Works 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-34. 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-35. LIGHTS, BARRICADES, AND SECURITY GUARDS

The Contractor shall place sufficient lights on or near the work and keep the area lit from sunset to sunrise. It shall erect suitable railings, fences, or other protection about open trenches, and provide all security guards on the work, by day or night that may be necessary for the public safety. It shall place proper guards and lights for the prevention of accidents during and after delivery of materials and supplies, and shall at all times take all necessary precautions to avoid accidents or injury to persons or property. The Contractor shall, upon notice from the Director of Public Works that it has not satisfactorily complied with the foregoing requirements, immediately take such measures and provide such means and labor to comply therewith as the Director of Public Works may direct, but the Contractor shall not be relieved of its obligations under the Contract by any such notice or directions given by the Director of Public Works, or by its neglect, failure, or refusal to give such notice or direction. In case the Contractor shall not comply with any other with respect to guarding its work, or in case of emergency, without notice to the Contractor, if the City deems it necessary, the City shall provide the required protection and the cost thereof will be deducted from any monies due or to become due the Contractor under the Contract. The Contractor shall not be relieved of its obligations under the Contract by any such action of the City.

SC-36. EXPLOSIVES

- A. The Contractor shall be licensed in accordance with the law of the State of Maryland and shall store all explosives and conduct all operations in regard to explosives in accordance with the aforementioned regulation.
- B. The Director of Public Works shall be empowered to regulate the character and strength of explosives used. Blasts shall be properly and securely covered.
- C. The Contractor shall be solely responsible for injury to persons or property that may result from its use of explosives, and the exercise of, or failure of exercise control on the part of the Director of Public Works, shall in no way relieve the Contractor's responsibility for injury or damage resulting from their use.
- D. Under no circumstances shall blasting operations be performed without the use of blasting mats and earth cushion.
- E. Adequate advance warning of blasting operations shall be given by the Contractor.

SC-37. INJURY TO PROPERTY

In case any direct or indirect damage is done to public or private property by or because of the work or as a 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-38. CONTRACT TIME FOR COMPLETION

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

SC-39. 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 to 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-40. 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 that 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-41. 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 that 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, paving, 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-42. 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-43. 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-44. 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 unless such use materially interferes with the Contractor's remaining work 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-45. 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-46. 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-47. 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. Power shovels, power cranes, compressors, tampers, power rollers, pavement breaking, material handling, and all other 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-48. 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-49. 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, may 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-50. 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 not 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-51. 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 Director of Public Works, before ordering any extra work done, 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-52. EXTRA WORK AS PART OF CONTRACT

Neither any order for extra work nor the doing of any extra work at any time or place shall 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 of the terms and requirements of the Contract documents, and fully covered by the bond furnished by the Contractor.

SC-53. 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 supervisors 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 supervisors 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 that may be deemed necessary or desirable to use, the Director of Public Works shall allow Contractor a reasonable rental price, to be agreed upon in writing before such work is begun, for each hour that said tools or equipment are in use on such work, and to which sum no percentage shall be added.
- B. The compensation 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-54. 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 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 therein, 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-55. CONDITIONAL ACCEPTANCE AND SEMI-FINAL ESTIMATE

- A. When the Director of Public Works shall deem that the Contractor has fully completed the work under the Contract, the Contractor shall make a written semi-final estimate of the whole amount of authorized work done by it 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 that it is entitled or required to retain under the Contract, 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 that 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-56. 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 that 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-57. 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, 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-58. 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 Contractor for anything done or furnished for or relating to or affecting the work under the Contract.

SC-59. 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-60. EXISTING UTILITIES AND SERVICES

- A. There are shown on the plans the approximate location of existing underground services and utilities. These have been placed on the plans from the best available information that could be obtained. However, no guarantee is given to the accuracy or completeness of the extent and location of these services and utilities. The Contractor shall exercise all possible caution in maintaining such services and utilities in a continuous operating condition.
- B. At least three days prior to starting work in the vicinity of gas mains, telephone and electric conduits, and other underground utility structures or their appurtenances, the Contractor shall notify the public utility having jurisdiction of its intention so that the utility may have representatives present. The Contractor shall support and protect the structures as these representatives shall require and shall take any other steps that may be necessary to protect

the structures from disturbance or damage. The Contractor shall call "Miss Utility" at (800) 257-7777, the City of Westminster at 410-848-9565 for water main locations (48-hour notice), and Baltimore Gas and Electric Company at 410-561-2584.

- C. Any damage to these structures resulting from the Contractor's operations shall be its responsibility and any expense that the City may incur by reason of any such damage will be charged against the Contractor and deducted from any monies due or to become due it. The Contractor shall adhere to all of the provisions contained in this section for no additional compensation over the price bid for the work.
- D. If it becomes necessary to interrupt these services and/or utilities, the Contractor shall provide written notice to the individual properties and to the City at least forty-eight (48) hours in advance of actual interruption. In no case shall an individual service be interrupted for a period exceeding four (4) hours.
- E. All costs related to repair or replacement of services and/or utilities shall be included in the respective unit prices bid for installation of services.
- F. The Contractor is to be aware of the presence of water, sewer, gas mains, electrical wires and conduit, communication cables (both overhead and underground), poles, and house service connections in the street or highway in which the construction project is to be performed. The Contractor shall exercise special care and extreme caution in order to protect and avoid damage to utility company facilities as described in the proceeding sentence. The Contractor shall take into consideration the adjustments and installations by public utilities in areas within the limits of this Contract. Existing utilities have been generally located and shown on the plans as they are believed to exist; however, the City assumes no responsibility for the accuracy of said locations.
- G. The Contractor shall be responsible for locating all existing utilities and for the safety of same and shall make good at its own expense any damage thereto due to its locations. Should any existing utilities be damaged or destroyed due to the operations of the Contractor, the damaged or destroyed component shall be immediately replaced or repaired, as necessary, to restore the utility to a satisfactory operating condition. The cost of such repair to replacement shall be borne entirely by the Contractor.
- H. No measurement of direct payment will be made to the Contractor for working around or protecting the utilities within the Contract limits. This will include the removal of temporary materials from the adjusted utilities prior to the placing of the proposed bituminous concrete. The Contractor is required to cooperate with the owners of the utilities and/or other contractors. All cost incurred thereby shall be included and considered incidental to the pay items in the Bid Proposal.
- I. The existing utilities shall be relocated, or removed by the agency responsible for their maintenance or the owner of the utility unless otherwise indicated in the Contract Documents. The Contractor shall inform the respective utility companies at least five (5) days prior to working in any area. In addition, the Contractor must give sufficient notice to the specific utilities of its overall plan for construction, so that the utility companies may have an adequate establishment of lead time, as necessary to meet the applicable utility work schedule and coordination with the Contractor's work operations.

- J. All existing utilities owned, operated and maintained by the State Highway Administration, such as wiring for signals, lighting, signing, etc., are to be considered, respected and protected as any public utility. The Contractor shall inform the District Utility Engineer or Office of Maintenance at least five (5) days prior to working in any area where State Highway facilities may be located. It will be the responsibility of the District Office of Maintenance to generally locate its facilities in the field at the request of the Contractor.

SC-61. STANDARD SPECIFICATIONS

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:

- AASHO - American Association of State Highway Officials
- ASTM - American Society for Testing and Materials
- AWWA - American Water Works Association
- MSHA - Maryland State Highway Administration
- ACI - American Concrete Institute
- AWA - American Welding Society SSPC - Steel Structures Painting Council
- ANSI - American National Standards Institute
- ASME - American Society of Mechanical Engineers
- FS - Federal Standard Stock Catalog
- CS - Commercial Standards, U.S. Department of Commerce, National Bureau of Standards
- MUTCD - Manual on Uniform Traffic Control Devices

SC-62. 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-63. BID PROPOSAL - QUANTITIES, ETC.

All construction items and quantities are contingent and included in the Contract for use when and as directed by the Director of Public Works. 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 Director of Public Works without negotiation. The Contractor will not be allowed

to submit a claim against the City 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. The Contractor shall expect reasonable deviations from proposed quantities, which may be more or less, and total cost of Contract shall be so determined.

SC-64. MAINTENANCE OF TRAFFIC

At all times, the Contractor shall use necessary staff and traffic control signs/devices required by the Specifications or the latest revision thereto, or as directed by the Director of Public Works. Such labor, devices, and facilities may include, but not be limited to, maintenance of temporary traffic signs, arrow panels, drums, traffic cones and related items. All costs for these items shall be considered incidental to the work covered under this Contract, except as otherwise provided. The Contractor shall not be entitled to any additional compensation for these items.

Traffic must be maintained on all streets during the construction period. The Contractor shall schedule its construction operations in such a manner as will cause the least inconvenience to the public. Costs incurred shall be at the Contractor's expense. Methods of traffic control used shall be in strict accord with the Traffic Control Plan and the MUTCD.

The Contractor shall be solely responsible for providing adequate advance warning to the traveling public for all equipment engaged in the operation(s), and no equipment will be permitted to interfere with the free flow of traffic during non-working hours.

When bituminous concrete surface is used for traffic control purposes, payment shall be at the unit price bid per ton and shall include the subsequent removal and disposal of the material in advance of any proposed improvement or resurfacing as directed by the Director of Public Works. This material will be used for repairing areas where milling has uncovered deteriorated pavement. This item also covers bituminous concrete necessary to ramp the drop-off of milled areas. This work shall be performed in accordance with all of the applicable sections of the Specifications, and used only when and where directed by the Director of Public Works, who shall determine the need and define the limits.

SC-65. CONSTRUCTION SEQUENCE

Essential services and vehicular access must be maintained in the zone of construction. The sequence of construction shall be established prior to start of construction and presented by the Contractor in a proposed schedule. The schedule will be submitted to the City for approval. Once the Contractor's proposed construction sequence has been approved, no deviation from that sequence without the advance approval of the City will be permitted except in emergencies. All construction of main line sewers shall commence at the lowest point and proceed up slope to the highest point. Installation of manholes, manhole frames and covers, and laterals shall proceed concurrently with main line installations. Installation of laterals between any two (2) adjacent manholes shall commence within fifteen (15) calendar days following the installation of the main line sewer connecting those two (2) manholes and shall be completed as soon as practicable thereafter. For the purposes of this paragraph the term "lowest point" is defined as the point of connection to an existing sewer line or structure.

SC-66. EROSION AND SEDIMENT CONTROL

- A. The Contract is subject to the provisions and requirements in the Environment Article of the Annotated Code of Maryland. Under these laws, it may be necessary for the Contractor to obtain permits and/or approvals from the appropriate State or Carroll County agency for off-site work that includes off-site borrow pits, waste areas, and the treatment of these during and after the completion of the grading. The County agency will refer the plan for such areas to the Soil Conservation District for review and approval of the erosion and sediment control provisions. A copy of the permits or approvals must be furnished to the Director of Public Works prior to starting any work covering the said permits or approvals. In the event of conflict between these Federal, State or Local agencies, the more restrictive laws, rules, or regulations will apply.

- B. The erosion control features installed by the Contractor shall be acceptably maintained by the Contractor for the duration of the Contract. The Director of Public Works reserves the right to inspect erosion control measures in off-site borrow pits and waste areas and to report violations of permit requirements to the County agencies.

- C. Any required erosion controls for the pipe work shall be complied with by the Contractor as shown on the drawings or on permits issued.

END OF SECTION

**BID FORM
RFB #25-13**

PUREWater Westminster Facility

The Bidder declares that it has carefully examined and understands the specifications 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 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 means that the cost of any such work contemplated by the specifications 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 _____

**CONSTRUCTION BID FORM
SCHEDULE OF VALUES
PUREWater Westminster
City of Westminster**

PROJECT NO: A-24-03

ITEM	DESCRIPTION	UNIT	ITEM TOTAL
1	Mobilization/Demobilization, engineer's trailer, and other general costs	Lump Sum	\$
2	Site work, excavation, backfill, grading, yard piping, fire hydrants, manholes, ROC pump station wet well and vault, new pavements, sidewalks, sediment/erosion control, stormwater management, landscaping, site utilities, and site restoration	Lump Sum	\$
3	Demolition and removal of all existing structures, footings, slabs, underground septic and leachate tanks, utilities (water, sewer, electrical), utility pole(s), stockpile, culvert pipes, HVAC system, electrical panels, kitchen appliances, furniture, lab cabinets, driveways in accordance with Specification Section 02050 and Appendix D	Lump Sum	\$
4	Building structures including footings, slabs, ADA ramp, exterior landing platforms, interior and exterior walls, concrete tanks, pipe gallery, all architectural features, doors, windows, overhead doors, trench drains, casework, control room console, handrails, hatches, platforms, stairs, ladders, grating, equipment pads, mezzanines, bridge crane, painting and coating, and all building and structural related items	Lump Sum	\$
5	Building mechanical, plumbing, fire protection and alarm systems, sinks, faucets, plumbing fixtures, water fountains, water heaters, fire sprinkler system, fire extinguishers, hose bibs and hose reels, valves, exhaust fans, louvers, dampers, geothermal, ductwork, unit heaters, dehumidification system, and all other HVAC and plumbing related items	Lump Sum	\$
6	Electrical work, conduits and cables for power, fiber optics, instrumentation, and controls, generator, ATS, VFDs, MCC/switchgear, electrical panels, disconnects, lighting, switches, incoming power connection, and all other electrical related items	Lump Sum	\$
7	A	Furnish Reverse Osmosis (RO) System and all related instrumentation/controls, RO control panel, cartridge filters, RO Clean in Place (CIP) systems per Spec Sections 11400, 11410, 11415, and programming and services specified in RO specifications	Lump Sum \$

	B	Furnish Ultraviolet (UV) reactors, UVT analyzer, UV control panels, and programming and services as specified in section 11390	Lump Sum	\$
	C	Furnish Granular Activated Carbon (GAC) System and valves per Spec Section 11395	Lump Sum	\$
	D	Furnish Decarbonation System and blowers per Spec Section 13520	Lump Sum	\$
	E	Furnish Vertical Turbine Pumps per Spec Sections 11214 and 11215	Lump Sum	\$
	F	Furnish lime feed system including lime hopper, dust collector, slurry tank, and control panel per Spec Section 11238	Lump Sum	\$
	G	Furnish chemical feed systems including anti-foulant, sodium hypochlorite, caustic soda, and hydrogen peroxide feed systems per Spec Sections 11235 and 11237	Lump Sum	\$
	H	Furnish permeate flush tank and pumps, and related instruments per Spec Section 11291	Lump Sum	\$
	I	Furnish vertical turbine mixer per Spec Section 11224, static mixer per spec section 11226, sample pumps per spec section 11295, ROC pumps and control cabinet per spec section 11380, laboratory equipment and supplies per spec section 12400, and all other process equipment not listed above	Lump Sum	\$
	J	Furnish preselected UF system including strainers, UF racks, modules, valve racks, UF CIP, UF air system, UF control panel, UF feed and filtrate turbidity panels, and programming and services specified in spec section 13220	Lump Sum	\$1,429,500.00
8		Instruments, controls, CSI programming services, PLC programming and HMI software, MCP per spec sections 17300, 17400, 17450, and 17500	Lump Sum	\$
9		Installation of all vendor supplied process equipment listed above in Items 7A thru 7J, and all process piping, chemical tubing, vent pipes, valves, valve actuators, pipe supports, portable hoist, wall and tank sleeves, expansion couplings, painting and coating of process pipes, and all other process related items not included in Item 7J.	Lump Sum	\$
10		Furnish and install dechlorination facility including site work, pavement, sidewalk, precast building, incoming power, chemical system, sample pump, heater, fan, louver, eye wash, chlorine analyzer, flow switch, static mixer, valves, piping, and all other items shown on dechlorination facility drawings	Lump Sum	\$

11	All other miscellaneous work not listed above	Lump Sum	\$
----	---	----------	----

TOTAL BASE BID PRICE (Bid Items 1 through 11): \$ _____
(In Figures)

CONTINGENT AND CASH ALLOWANCE BID ITEMS:					
ITEM	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
12	Pressure Grouting - Injected Grout	CY	600	\$	\$
13	Pressure Grouting – Injection Pipe	LF	1,350	\$	\$
14	Sinkhole Remediation – Aggregate	CY	40	\$	\$
15	Sinkhole Remediation – Injected Grout	CY	40	\$	\$
16	Micropiles (final production pile)	LF	2,000	\$	\$
17	Micropile Load Test	EA	2	\$	\$
18	Overexcavation and Backfill	CY	50	\$	\$
19	Gravel Removal	CY	500	\$	\$
20	Cash Allowance for additional equipment, material or work if requested by the City in Writing, Billed as Time and Material	N/A	N/A	N/A	\$100,000
21	Cash Allowance for computers, computer software, and printers per Spec Section 17450	N/A	N/A	N/A	\$30,000
22	Cash Allowance for additional soil borings by the Geotechnical Consultant per Appendix E	N/A	N/A	N/A	\$27,000

TOTAL CONTINGENT AND CASH ALLOWANCE BID PRICE (Bid Items 12 thru 22):

\$ _____
(In Figures)

<p>TOTAL BID PRICE (Base Bid Items 1 through 11 + Contingent and Cash Allowance Bid Items 12 and 22)</p> <p>\$ _____ (In Figures)</p> <hr/> <p>TOTAL BID PRICE (In Words) Basis of Evaluation</p>

NOTES:

- A. The basis of award for this bid is the lowest responsive ***Total Bid Price in Words*** from a bidder.
- B. Measurement and Payment:
 - 1. Lump Sum Items will not be measured. Payment for these items for material, labor, work, and related incidentals shall be included as part of the lump Sum bid amount stated in the Bid Form.
 - 2. Contingent Items and cash allowances should only be used when agreed by the City/Engineer and requested in writing. Payments for Contingent and cash allowance Items will be made based on actual quantities used, actual costs with invoices and unit costs in the Bid Form.
- C. Bidder shall include the names and addresses of the equipment suppliers listed below in this bid form. Substitutions will not be allowed after the bid opening.

REVERSE OSMOSIS (RO) SYSTEM SUPPLIER:

Name

Address

GRANULAR ACTIVATED CARBON (GAC) SYSTEM SUPPLIER:

Name

Address

ULTRAVIOLET (UV) SYSTEM SUPPLIER:

Name

Address

- D. The undersigned understands that, by submitting a bid, it agrees to all of the terms and conditions of Bid No. # A-24-03.
- E. Failure to properly and completely fill in all blanks may be cause for rejection of this bid.
- F. If the undersigned is notified by the City of Westminster of the acceptance of this Bid within ninety (90) days of the date of bid opening, the undersigned agrees to execute a contract for the above Total Bid Price and to guarantee the completion of all work within the time period described in the Agreement (Section 05520).

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: _____

REFERENCES

The Bidder 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.

References are required to be completed and emailed to Bids@westminstermd.gov by December 4, 2024 at 2:00 P.M.

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: _____

CITY OF WESTMINSTER, MARYLAND

CONTRACTOR RESPONSIBILITY FORM

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

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

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

Federal I.D. # _____

Name of Bidder: _____

Address: _____

Telephone #:

By: _____

Signature

Typed Name and Title

BIDDER: _____

CITY OF WESTMINSTER, MARYLAND

Equal Opportunity Employer
And
Drug Free Workplace Certification

I affirm that this Company does not discriminate in any manner against any employee or applicant for employment because of race, national origin or ethnicity, sex, pregnancy, gender identity, or family status, creed or religion or disability, age or for any other reason protected by state or federal law.

I affirm that this Company complies with all applicable federal, state and local laws and policies and programs regarding drug, alcohol and a smoke free work place.

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
AFFIDAVIT OF PUBLIC CONTRACTING ELIGIBILITY

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. 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 Bidder 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 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.

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 and executed the same for the purposes therein contained. IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year aforesaid.

My Commission Expires: _____

Notary Public

CITY OF WESTMINSTER, MARYLAND

AFFIDAVIT OF APPRENTICESHIP FUNDING

The Bidder verifies, and it is a condition of the acceptance of this bid, that the Bidder has complied with Maryland Annotated Code, State Finance and Procurement Article, § 17-603, "Contractor Verification of Participation in Apprenticeship Training Program," which requires:

- (a) A contractor that is awarded a procurement contract for a covered project shall provide to the City, as a condition of receiving the contract, written verification that:
 - (1) The contractor participates in an apprenticeship training program for each covered craft in which it will employ persons for the covered project;
 - (2) The contractor will make payments to the Fund; or
 - (3) The contractor will make payments in amounts determined under Maryland Annotated Code, State Finance and Procurement Article, § 17-605, to a registered apprenticeship program or to an organization that has registered apprenticeship programs for the purpose of supporting these programs.

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.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year aforesaid.

Notary Public

My Commission Expires: _____

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 Obligee, in the sum of _____ Dollars (\$_____.00), good and lawful money of the United States of America, to be paid upon demand of the Obligee, 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 Obligee 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 Obligee shall accept the Bid of the Principal and the Principal shall enter into a written agreement with the Obligee 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 Obligee, 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 Obligee 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)

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 officers, agents, administrators, trustees, and successors, jointly and severally, firmly by these presents.

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

NOW, THEREFORE, 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 or other misconduct 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

This Performance 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, unless otherwise agreed upon by the City and the Principal. Proceeds of this bond may be drawn upon by the City in whole or in part for the purpose of 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 to perform. Any reduction or release of this Performance Bond shall be in accordance with the terms of any applicable Public Works Agreement and in the discretion of the City. There shall be no reduction or release 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)

Witness

Principal (SEAL)

Witness

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.

BOND NO: _____

PAYMENT 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 officers, agents, , administrators, trustees, and successors, jointly and severally, firmly by these presents.

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

NOW, THEREFORE, NOW, the condition of this obligation is such that, 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 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.

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

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

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.

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

(SEAL)

Witness

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.

NOTICE OF AWARD

To: _____

Attn: _____

Project Description: **PUREWater Westminster Facility**

You are hereby notified that your Bid for PUREWater Westminster Facility, 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 _____, 2024.

The Mayor and Common Council of Westminster
Owner

By: _____
Sara Imhulse, City Administrator

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above NOTICE OF AWARD is hereby acknowledged:

By: _____

Title: _____

This _____ day of _____, 2024

NOTICE TO PROCEED

To: _____

Date: _____

Project: PUREWater Westminster Facility

You are hereby notified to commence WORK in accordance with the AGREEMENT dated on or before _____ and to complete the WORK in accordance with Section 1. B. of the agreement.

The Mayor and Common Council of Westminster

Owner

By: _____

Sara Imhulse, City Administrator

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of the above NOTICE TO PROCEED is hereby acknowledged:

By: _____

Title: _____

This _____ day of _____, 2024.

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20____, by the Mayor and Common Council of Westminster (“the City”), a municipal corporation of the State of Maryland, and _____ (“the Contractor”), a corporation organized under the laws of the State of _____.

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: PUREWater Westminster Facility(“the Services”). The Services shall be provided as detailed in the following enumerated documents, which in addition to this Agreement form the contract, and they are incorporated herein to the same extent 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 herein.

- 1) Request for Proposals, dated _____
- 2) Contractor’s Proposal, dated _____
- 3) Instructions to Bidders
- 4) General Conditions
- 5) Supplemental Conditions
- 6) Drawings
- 7) Specifications
- 8) Bid Schedule & Bid Form, dated _____
- 9) Equal Opportunity Employer & Drug Free Workplace Certification
- 10) Affidavit of Public Contracting Eligibility
- 11) Affidavit of Apprenticeship Funding
- 12) Vendor Responsibility Form
- 13) Reference List
- 14) Experience Record
- 15) Bid Bond
- 16) Performance Bond
- 17) Payment Bond
- 18) Notice of Award
- 19) Insurance Certificate

B. The Contractor agrees to complete the Services by December 18, 2026. 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.

C. Time is of the essence in the completion of this contract.

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

perform the Services.

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 _____ (\$ _____) payable in the following manner: _____.

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 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 5 days after the end of the applicable reporting period.

5. Notices: All notices or other communications required hereunder shall be in writing and delivered by email and either (a) by hand or (b) by mail, postage prepaid, addressed as follows:

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

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

To the Contractor: _____

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, overhead, mileage, copying, faxes, telephone calls, and other routine office expenses.

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 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. If 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 all fees, costs and expenses, including but not limited to, attorneys' fees, incurred thereby.

7. Insurance: The Contractor covenants to maintain the insurance coverages set forth herein. The Contractor shall provide Certificates of Insurance evidencing such coverages together with its signed Agreement. The Certificates of Insurance shall be on an occurrences basis, shall name the City as an additional insured, and shall provide either that (a) 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) 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, and provide copies of the relevant policies to the City with the Certificates. All insurance shall include completed operations and contractual liability coverage.

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. If the Contractor is an entity eligible to elect an exemption for officers or other

employees under any provisions of the Maryland Workers Compensation Act, Md. Code Ann., Lab. & Emp. Art., § 9-101 *et seq.*, the Contractor is required to submit a copy of the relevant Workers' Compensation Commission form with proof of filing.

B. **Comprehensive General Liability Insurance:** The Contractor shall provide general liability insurance in the following amounts:

1. Personal injury liability insurance with a limit of \$1,000,000.00 for each occurrence and \$1,000,000.00 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. Property damage insurance shall specifically include explosion, collapse and underground damage (X, C, U).

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 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 50% of contract amount are required.

10. Maintenance Bond: The Contractor will be required to obtain a Maintenance Bond in the amount of 5% 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 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. Grant Funding This project is funded in part by grants from the U.S. Treasury Department under the American Recovery Plan Act (“ARPA”) and the U.S. Environment Protection Agency under the Community Grants program and is therefore subject to conditions imposed by federal regulations relating thereto. It is the Contractor’s responsibility to determine the scope and requirements of and to comply with the terms of any regulations and is therefore subject to conditions imposed by regulations of the governmental entity providing such funds. It is the Contractor’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. relating to or governing the use of such grant funds.

12. Compliance with Laws: The Contractor shall, without any additional expense to the City, be responsible for complying with 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.

13. Indemnification: The Contractor shall be responsible for and indemnify and defend the City and hold it harmless from and against all claims for loss, personal injury and/or property damage, including but not limited to, attorneys’ fees and any other costs incurred by the City in defending any such claim, that may be suffered as a result of the Contractor’s negligence or willful misconduct, or that of its officers, agents, employees or subcontractors, arising from or connected to the performance of the Services, any failure of the materials supplied under this contract, and any failure by the Contractor to perform the obligations of this Agreement. This indemnification includes claims for loss or damage to the Contractor’s property located or stored on site.

14. Not Assignable: The Contractor shall not assign or transfer any interest 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 herein contracted for without the prior approval of the City.

15. Relief: In the event of a breach or threatened breach of this Agreement by the Contractor, 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 at law or in equity for such breach or threatened breach, including the recovery of damages from the Contractor.

16. City's Right to Terminate:

A. This Agreement may be terminated by the City for the convenience of the City by written notice to the Contractor specifying the termination date of the Agreement.

B. In the event of termination that is not the fault of the Contractor, the City shall pay to the Contractor the compensation properly due on work performed for Services properly performed prior to the effective date of the termination.

C. In the event the Contractor breaches or defaults upon its obligations hereunder, or through any cause fails to perform any of the terms, covenants, or provisions of this Contract, or for any cause fails to make progress in work hereunder in a reasonable manner, or if the conduct of the Contractor impairs or prejudices the interests of the City, or if the Contractor violates any of the terms, covenants, or provisions of this Contract, the City shall have the right to terminate this Contract by giving notice in writing of the termination and date of such termination to the Contractor. The City shall have the sole discretion to permit the Contractor to remedy the cause of the contemplated termination without waiving the City's right to terminate the Contract. The City may take over work to be done under this Agreement and prosecute the work to completion by Contract or otherwise, and the Contractor shall be liable to the City for all costs in excess of the total amount the City would have paid the Contractor had there been no breach or default.

D. The Services may 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 City Administrator that adequate funds have been appropriated for that purpose in the budget for the relevant fiscal year. Upon such termination, the City shall be liable to the Contractor only for payment for services provided prior to the effective date of the termination.

E. Upon the conclusion of the Contract or the termination of this Agreement for any reason all drawings, specifications, and other documents relating to the design, prosecution, or supervision of work shall be surrendered forthwith by the Contractor to the City.

17. Waiver: The waiver by the City of a breach, default, delay, or omission by the Contractor with respect to any of the provisions of this Agreement shall not be construed as a waiver of any subsequent breach of the same or other provisions.

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

19. 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 as 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 \$800 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.

20. Governing Law:

A. 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 to the courts of any other jurisdiction.

B. The parties irrevocably waive their rights, if any, to a trial by jury in any action, proceeding or counterclaim (whether based upon contract, tort or otherwise) arising out or relating to this Agreement or the actions of the parties in the negotiations, administration, performance, or

enforcement thereof.

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

22. 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.

23. 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.

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

A. Retain all financial and project-related 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 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.

WITNESS:

CONTRACTOR: [INSERT NAME]

By:

[INSERT NAME, TITLE OF SIGNER]

Federal Identification No.

WITNESS:

THE MAYOR AND CITY COUNCIL OF
WESTMINSTER

Douglass A Barber, City Clerk

By:

Dr. Mona Becker, Mayor

Approved as to Form and Legal Sufficiency:

Date: _____

Elissa D. Levan, City Attorney