



## **Request for Proposals**

### **City of Westminster National Register Nomination Update**

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

**[Bids@westminstermd.gov](mailto:Bids@westminstermd.gov)**

**RFP #25-15**

**April 4, 2025**

---

**CITY OF WESTMINSTER**  
45 West Main Street  
Westminster, Maryland 21157

---



---

**TELEPHONE**  
Local (410) 848-9000  
Baltimore Line (410) 876-1313  
[www.westminstermd.gov](http://www.westminstermd.gov)

---

Date: April 4, 2025

To: Firms Interested in Submitting a Proposal

From: City of Westminster

Re: Request for Proposals by the City of Westminster for National Register Nomination Update

The Mayor and Common Council of Westminster (“the City”) requests proposals (hereinafter, a “Bid” or “Proposal”) for National Register Nomination Update in accordance with the attached Contract documents.

**Sealed Proposals 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 Monday, April 28, 2025. Sealed bids must be clearly marked “National Register Nomination Update” on the outside of the envelope. Please submit two copies of the proposal.**

All blanks on each form submitted in connection with the Request for Proposals 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.

Bids will be publicly opened and read aloud at 2:15 p.m. on Monday, April 28, 2025. 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](mailto:Bids@westminstermd.gov). The closing time for submission of questions is 4:30 p.m. on Tuesday, April 15, 2025. 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](mailto:Bids@westminstermd.gov)

# **REQUEST FOR PROPOSALS**

## **City of Westminster National Register Nomination Update**

**RFP# 25-15**

**April 4, 2025**

### **I. BACKGROUND**

The City of Westminster invites proposals for the preparation of an update of the National Register-listed Westminster Historic District (CARR-152) with all supporting documentation. The update will include an expanded historical context that includes ethnic history as well as historical events critical to the history of Westminster. The Westminster Historic District was first listed in the National Register of Historic Places in 1978. Since then, there have been no comprehensive surveys or evaluations of the district or within the city limits. The City of Westminster is intent to work with the Consultant to provide historical context to the public through an informational map as a secondary result. The Consultant must have experience in National Register documentation.

### **II. SCOPE OF WORK**

The Consultant will be responsible for updating the Westminster Historic District National Register Nomination ultimately resulting in acceptance by the Maryland Historical Trust (MHT) and the National Park Service (NPS). The research will expand upon topics such as the rural free delivery system, the area's Civil War history, with specific attention to Corbit's Charge and the history of the city's ethnic neighborhoods, including African American, Irish, and Greek areas. This project will be intentional about collecting information that would support the celebration of the 250<sup>th</sup> anniversary of the American Revolution. An updated contributing and non-contributing inventory will be developed that considers the new areas of significance.

#### **The Consultant shall deliver the following items:**

In consultation with the Project Monitor, the Consultant will develop a new National Register nomination form for the Westminster Historic District (the "National Register Nomination Form"). Documentation will be submitted in accordance with the National Register Bulletin 16 A: How to Complete the National Register Registration Form and Standards and Guidelines for Architectural and Historical Investigations in Maryland, 2019 (the "Standards and Guidelines") and will include:

- a. A comprehensive inventory of properties within the District, with current street addresses, construction dates, physical descriptions and an evaluation of contributing/non-contributing status.
- b. A thorough narrative of the District's development and historic context.

- c. One set of 5" by 7" photographs thoroughly depicting the appearance of the District, including streetscape views and images of pivotal and/or representative individual buildings. Digital images and prints must meet the exact requirements as outlined in MHT's Standards and Guidelines.
- d. Two (2) copies of a base map scaled to 1"=200' or larger showing District boundaries, building footprints, property lines, and contributing and non-contributing status of all resources in the District.

The consultant shall also complete the following tasks:

1. Prepare a letter and/or press release to residents and with the help of the City Staff, complete a direct mailing (paper, ink, envelopes, postage to approx. 1,400 properties) to residents in the Westminster Historic District and to local news media.
2. Host two (2) in-person community meeting(s) between City elected officials, staff and Historic District Commission board members, Consultant, Westminster Historic District residents/property owners, and the public.

The consultant shall deliver the following items to the Project Monitor (collectively, the "Project Deliverables") on or before the dates set forth in the Project Timetable (the "Project Deliverables Due Dates").

1. A draft of the National Register Nomination Form in electronic format, with all accompanying documentation as more fully described above, for MHT's review and comment; and
2. A final National Register Nomination Form that incorporates MHT's comments.
3. Written confirmation of the number of property owners in the district; and, if fewer than 50 property owners, a list of owners' names and contact information (in accordance with Chapter V of the Standards and Guidelines).
4. Working with City GIS, prepare a digital database of architectural and cultural landscape information with primary and secondary research results available for public searching capabilities.
5. An option for an Archeological Predictive Survey Map of potential historic sites.
6. Recommendations for increased areas of significance in Westminster's history that could benefit from future areas of study.

## **STIPULATIONS**

- 1) The consultant shall coordinate with the City, the Maryland Historical Trust, and the National Park Service to complete the work as and when required.

Coordination may include participating in conference calls, product review meetings, and quarterly reports.

- 2) All work must be technically and legally defensible. The consultant must utilize the guidelines the National Register of Historic Places bulletins including: 15, How to Apply the National Register Criteria for Evaluation; 16A, How to Complete the National Register Registration Form; 21, Defining Boundaries for National Register Properties (with Appendix, Definition of National Register Boundaries for Archeological Properties).  
<http://www.nps.gov/nr/publications/index.htm#bulletins>. Consultant shall also utilize the guidelines contained in NPS-28 (Cultural Resource Management Guideline): Appendix Q, "Preparing a National Register Registration Form."  
[https://www.nps.gov/parkhistory/online\\_books/nps28/28contents.htm](https://www.nps.gov/parkhistory/online_books/nps28/28contents.htm)
- 3) Documentation must be submitted on Form 10-900, which may be downloaded from: <http://www.nps.gov/nr/publications/forms.htm>.
- 4) All digital photography, including printing on acceptable ink and paper combination for digital images, must be accomplished in accordance with the 2024 National Register of Historic Places and National Historic Landmarks Program Consolidated and Updated Photograph Policy and the *Standards for Submission of Digital Images to the Maryland Inventory of Historic Properties*. If there is a conflict, the stricter regulations shall govern.
- 5) Research files, photographs, and other material produced as a result of this project shall be delivered to the City Administration Building, 45 West Main Street, Westminster, MD 21157, ATTN: Department of Planning & Community Development, and become the property of the City of Westminster upon completion of the contract or upon its previous termination.

### **PROPOSAL AND PROJECT TIMEFRAME**

The proposal shall be held by the consultant until May 30, 2025, and shall be itemized. The project shall be completed by February 28, 2026.

### **REQUIRED EDUCATION AND/OR EXPERIENCE:**

The consultant and key team members shall meet the requirements specified in 36 CFR Appendix A, Professional Qualification Standards and the intent of Section 112 (a)(1) of the National Historic Preservation Act of 1966, as Amended through 1992  
<https://www.nps.gov/history/local-law/nhpa1966.htm>.

### **PREFERRED NOT REQUIRED:**

- Experience conducting architectural, archeological, and cultural surveys in Maryland and working with the Maryland Historical Trust.
- Knowledge of eighteenth through twentieth century commercial and residential architecture in the region.
- Experience working on National Register Nominations, particularly district nominations.

### **REQUIRED SKILLS:**

- Knowledge of the general history and architectural history of the City of Westminster and Carroll County.
- Ability to develop and implement budgets, schedules, scopes of work and deliverables.
- Ability to facilitate benchmarks from pre-field tasks to final report preparation.
- Ability to perform historic research, to organize and analyze data.
- Ability to effectively write and communicate clearly, and to author and present oral reports at public meetings.
- Ability to interact and collaborate with other government agencies and the general public and to respond to inquiries by phone, email and in person.
- Knowledge of basic computer software and familiarity with GIS Systems.
- Self-motivation and the ability to take initiative.
- Strong analytical skills.
- Strong consultative skills.

### **PROPOSAL/STATEMENT OF QUALIFICATIONS REQUIREMENTS**

The proposal, in addition to the itemized costs of each task and deliverable, must contain the following response items, arranged in the order set forth below, tabbed, and preceded by a table of contents.

1. Letter of Interest: Provide the name, address, and a brief history of your organization as well as a statement of your interest in the proposed project. Describe the strengths of your organization.
2. Schedule: Provide the estimated timetable for each task and deliverable. The project should be set to start around June 2, 2025.
3. Project Team Organization: Provide an organizational chart showing the names and

titles of staff members of your organization who have responsibilities related to this project. Submit professional qualifications and resumes of staff to be assigned to this project, including a description of their respective roles with your organization in the last five years.

4. Specialized and Past Experience: Provide a detailed description of no more than five projects your organization has completed in the last five years. Include only those projects completed by the staff described above. Include a reference/client point of contact (name, email address and phone number) familiar with each project, approximate project cost, and project start/completion date. If the project was not completed on schedule, state the reason(s) it was not.

## **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. Proposal
- b. Experience Record Form

- c. List of References
- d. Vendor Responsibility Form
- e. Equal Opportunity Employer Form
- f. Affidavit of Public Contracting Eligibility
- g. W-9 Form
- h. 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.

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.

## 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.

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

Client Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Contract Value: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

---

Client Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Contract Value: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

---

Client Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Contract Value: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

**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, age, creed or religion or disability, 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

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 Consultant”), 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 Consultant hereby agree as follows:

**1. Services Provided:** The Consultant shall provide the following services for the City: National Register Nomination Update(“the Services”).

A. 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 Consultant’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) Consultant’s Proposal, dated \_\_\_\_\_
- 3) Instructions to Bidders
- 4) General Conditions
- 5) Equal Opportunity Employer & Drug Free Workplace Certification
- 6) Affidavit of Public Contracting Eligibility
- 7) Notice of Award
- 8) Notice to Proceed
- 9) Insurance Certificate

B. The Consultant agrees to begin work June 2, 2025 and to complete the Services by February 28, 2026. The City retains the right to reduce the scope of the Services 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 Consultant agrees to strictly conform to and be bound by standards, criteria, budgetary considerations, and memoranda of policy furnished to it by the City and further agrees to design the work in strict compliance with all applicable laws, codes, and industry standards.

**2. Fees:** The City hereby agrees to pay the Consultant as full consideration for the Consultant’s satisfactory performance of its obligations under this Agreement the sum of \_\_\_\_\_ (\$ \_\_\_\_\_ ) payable in the following manner: \_\_\_\_\_.

**3. Political Contributions:** If this contract involves cumulative consideration of at least \$200,000, the Consultant 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 Consultant's initial statement shall be filed at that time of the inception of the contract, and shall cover the preceding 24 months, and the Consultant 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.

**4. 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: Mark Depo, Director Community Planning & Development  
45 W. Main Street  
Westminster, Maryland 21157  
planning@westminstermd.gov

To the Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**5. Other Payments, Taxes, Expenses:** Except as may be specifically agreed upon by the parties in writing, the Consultant 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 Consultant in connection with the performance of its obligations under this Agreement, including, but not limited to, the cost of any insurance or license

fees.

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 Consultant 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 Consultant is deemed not to be an independent contractor by any local, state or federal government agency, the Consultant agrees to indemnify and hold harmless the City for all fees, costs and expenses, including but not limited to, attorneys' fees, incurred thereby.

**6. Insurance:** The Consultant must maintain the insurance coverages set forth herein. The Consultant must provide evidence of such insurance within ten (10) days from notice of award commencing any work pursuant to this Agreement. The certificates of insurance shall provide that the City shall be given at least thirty (30) days prior written notice of cancellation, intention not to renew, or material change in the coverage. All certificates must name the City as an additional insured, not just a certificate holder.

Provision of any insurance required herein does not relieve the Consultant of any of the responsibilities or obligations assumed by the Consultant in the contract awarded, or for which the Consultant may be liable by law or otherwise.

A. **Workers' Compensation Insurance:** The Consultant shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation Insurance. If the Consultant 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 Consultant is required to submit a copy of the relevant Workers' Compensation Commission form with proof of filing.

B. **Comprehensive General Liability Insurance:** The Consultant shall provide general liability insurance in the amount set forth herein. Coverage shall include completed operations and contractual liability coverage and shall be issued on an occurrences basis.

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.

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.

**7. Doing Business in Maryland:** The Consultant 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 Consultant was affiliated with the entity. The Consultant 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.

**8. Compliance with Laws:** The Consultant shall, without any additional expense to the City, be responsible for complying with all applicable laws and regulations in connection with the Services, including but not limited to procurement of any licenses required by law in connection with the performance of the Services.

**9. Indemnification:** The Consultant shall defend and indemnify the City, and its officials and employees and save them harmless from any and all suits, claims, actions, damages or costs, including reasonable attorneys' fees to which the City may be subject, including but not limited to any suit, claim, or action alleging injury to persons or property as a result of Consultant's professional services, or caused or alleged to be caused by the negligence or willful acts of misconduct of the Consultant, or its employees, subcontractors, or agents.

**10. Binding Effect of Agreement:** This Agreement shall be binding upon all parties hereto and their respective officials, employees, successors, and assigns.

**11. Not Assignable:** The Consultant shall not assign or transfer any obligation, interest, or claim under this Agreement except as may be authorized in writing by the City and no contract shall be made by the Consultant with any other party for furnishing any of the Services without the prior approval of the City.

**12. Relief:** In the event of a breach or a threatened breach by the Consultant of any provision of the Agreement, the Consultant recognizes the substantial and immediate harm that a breach or threatened breach will impose upon the City, and further recognizes that in such event monetary damages will be inadequate to fully protect the City. Accordingly, in the event of a breach or threatened breach of this Agreement, the Consultant 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 Consultant from further breaching any of his obligations set forth herein. The Consultant 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 prohibit 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 Consultant.

**13. City's Right to Terminate:**

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

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

C. In the event the Consultant through any cause fails to perform its obligations hereunder, if it for any cause fails to make progress in work hereunder in a reasonable manner, if the conduct of the Consultant impairs or prejudices the interest of the City, or if the Consultant violates any of the terms, covenants, or provisions of this Contract, the City shall have the right to terminate this Contract by giving five (5) days' notice in writing of the termination to the Consultant. The City shall have the sole discretion to permit the Consultant to remedy the cause of the contemplated termination without waiving the City's right to terminate the Contract. All drawings, specifications, and other documents relating to the design or supervision of work shall be surrendered forthwith by the Consultant to the City. The City may procure substitute performance and the Consultant shall be liable to the City for all costs greater than those the City would have incurred had there been no termination.

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 Consultant is advised that the City does not guarantee the appropriation of funds for any subsequent fiscal year (beginning July 1). The Consultant 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 Consultant only for payment for services provided prior to the effective date of the termination.

**14. Waiver:** The waiver by the City of a breach, default, delay, or omission by the

Consultant 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.

**15. 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.

**16. 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.

**17. Conflict of Interest:** The person executing this Agreement on behalf of the Consultant 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.

**18. Set-Off:** In the event that the Consultant 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 Consultant against any compensation due to the Consultant for the provision of the Services.

**19. 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.

**20. Record Retention, Audits and Inspections:** The Consultant 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.

**21. Ownership of Documents:** The City shall have unlimited rights in the ownership of all drawings, designs, specifications, notes and other work developed in the performance of the Agreement, including the right to use same on any other the City's projects without additional cost to the City, and with respect thereto the Consultant agrees to and does hereby grant to the City an exclusive royalty-free license to all data and to all designs furnished to the City in connection with this Agreement as to which it may assert any rights or establish any claim under the patent or copyright laws.

**22. Grant Funding:** Funding for this Agreement is provided, in whole or in part, using grant funds from the Maryland Historical Trust, 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. 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.

**IN WITNESS WHEREOF,** on the date hereinabove set forth, the parties hereto have executed this Agreement.

WITNESS:

CONSULTANT: [INSERT NAME]

\_\_\_\_\_  
[INSERT NAME AND TITLE]

By: \_\_\_\_\_

Federal Identification No.

\_\_\_\_\_

WITNESS:

THE MAYOR AND COMMON 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