



Request for Bids

**City of Westminster
Exterior Repairs of the Building at 1838 Emerald Hill Lane
Westminster, MD 21157**

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

Bids@westminstermd.gov

RFB #26-04

March 3, 2026

CITY OF WESTMINSTER
45 West Main Street
Westminster, Maryland 21157



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

Date: March 3, 2026

To: Firms Interested in Submitting a Bid

From: City of Westminster

Re: Request for Bids by the City of Westminster for Exterior Repairs of the Building at 1838 Emerald Hill Lane, Westminster, MD 21157

The Mayor and Common Council of Westminster (“the City”) requests bids (hereinafter, a “Bid” or “Proposal”) for Exterior Repairs of the Building at 1838 Emerald Hill Lane, Westminster, MD 21157 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 Thursday, April 9, 2026. Sealed bids must be clearly marked “Exterior Repairs of the Building at 1838 Emerald Hill Lane, Westminster, MD 21157” 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 mandatory Pre-Bid meeting will be conducted at **10:00 A.M., Thursday, March 12, 2026**, at 45 West Main Street, Westminster, MD 21157. **Bidder attendance is mandatory.**

Bids will be publicly opened and read aloud at 2:15 p.m. on Thursday, April 9, 2026. 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 4:00 p.m. on Thursday, April 2, 2026. 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
Exterior Repairs of the Building at 1838 Emerald Hill Lane
Westminster, MD 21157
RFB# 26-04**

March 3, 2026

I. SCOPE OF SERVICES

DECK REPAIR 1838 EMERALD HILL LANE

Contractor shall remove approximately 1,400 sq ft of mahogany porch decking and replace with Aeratis Heritage deck boards per manufacturer's specifications (included as Exhibit A).

Contractor shall paint the decking by Aeratis specification. To meet the paint rebate program, the City will purchase painting material in quantity approved by contractor.

Contractor shall replace all (21) balcony posts with aluminum or vinyl. Existing railings shall not be replaced and must be reattached to posts after replacement.

Deck Repair shall include 5-year labor and materials warranty

EXTERIOR PAINTING OF 1838 EMERALD HILL LANE

Surfaces To Be Painted

- All Previously Painted Brick surfaces, Concrete Foundation, and Basement Stair Walls (White)
- Porch: Ceilings, Columns, Horizontal Wood Supports, Skirt and Lattice (White)
- Doors, Frames, Side Lights, Top Lights (White)
- Dormer Wood Trim (White)
- Stairs: White Wood Surfaces (Treads, Risers, Stringers, Rails, Posts, Underside (Color to be determined))
- Wood Shutters (Fixed, Louvered) (Color to be determined)
- Fascia Trim (White)
- NO Window Sashes- JUST Sill Where Peeling

Prep and Paint

- Cover grounds with drops and plastic
- Scrape areas of loose and peeling paint to a tight bond

- Clean surfaces prior to painting/staining with hot water washer, cleaning solution and high volume/low pressure to remove dirt, mildew, and other surface grime. City will provide working water spigots
- Spot prime bare areas
- Caulk open gaps in trim with high quality caulking
- Spot prime any rusted areas with KemBond primer
- Apply two (2) coats Sherwin Williams Duration to surfaces listed above.

Exterior painting shall include 5 year labor and materials warranty

II. WORK PHASES

As part of the bid submission, bidders shall submit a schedule showing the sequence, commencement, and completion dates for the various phases within the project.

III. TYPE OF CONTRACT

The project will be designed and constructed under a single prime contract.

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. Vendor Responsibility Form
- f. Equal Opportunity Employer Form
- g. Affidavit of Public Contracting Eligibility
- h. W-9 Form
- i. 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 an Agreement in substantially the form included as Exhibit B 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 electronically. If changes and deletions are made, such changes and erasers shall be clear and legible, and shall be initialed by the person signing the Bid Form. The Bid Form may provide for submission of a price or prices for one or more items, which may be lump sum Bids, alternate prices, or scheduled items resulting in a Bid on a unit of construction or a combination thereof, or other Bidding arrangements. Unless specifically called for, alternate Bids will not be considered.

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 Agreement 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 ten (10) 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.

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.

SC-02. 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-03. PROTECTION OF PROPERTY AND STRUCTURES

The Contractor shall, at its own expense, maintain, support and protect from direct or indirect damage 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 bear all risks associated with the presence or proximity of any 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 the work site, whether above or below the surface of the ground. The Contractor shall be fully responsible for, and indemnify the City against, all damages and all costs arising from injury or damage to any such structures, property, or persons caused by its work, whether or not such structures are shown in the drawings.

SC-04. 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-05. 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-06. FINAL CLEAN UP

Within 5 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-07. GUARANTEE

A. The Contractor guarantees the work performed under this Contract for a period of five (5) years after the date of final "acceptance" therefore by the City, against all faulty or imperfect materials and against all imperfect, careless, and/or unskilled workmanship.

B. The Contractor agrees to replace with proper workmanship and materials, and to re-execute, correct, or repair without cost to the City, any work 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 by the City 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 in any way limit, waive, or impair the guarantee obligations assumed by the Contractor under the Contract documents.

SC-08. 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 (10%) of the Contract amount. The bond must be executed by a surety satisfactory to the City and shall be effective for the five-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 that is found to be improper or imperfect, or otherwise fails to fulfill the terms of the Guarantee, the City may, at its discretion, purchase materials, tools, and equipment and employ labor, or enter into a separate contract, 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-09. 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-10. MATERIAL SAMPLES

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

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

SC-11. 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-12. 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-13. COOPERATION OF CONTRACTOR

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.

SC-14. 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-15. 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-16. 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 five years 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-17. 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 within ten (10) days after the sustaining of such damage, shall file with the Director of Public Works an itemized statement of the details and amount of such damage. Failure to provide any or both statements as required herein, shall result in forfeiture of any claim for compensation, and the Contractor shall be deemed to have waived any right to payment for such alleged damages.

SC-18. UNAUTHORIZED WORK

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-19. LAWS AND REGULATIONS

In all operations connected with the work and services, 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-20. 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-21. 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-22. 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-23. 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-24. 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-25. 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-26. 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, as determined by the City, the satisfactory execution and completion of the Contract requires work or materials in greater amounts or quantities than those set forth in the Contract, the City may increase the Contract time in the same proportion, with no change to the Contract Amount or any other terms or conditions of the Contract.

SC-27. 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, Veterans 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 may 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-28. 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-29. 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-30. 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, the Contractor's progress is determined by the City to be insufficient to meet the intent or schedule of the Contract, 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-31. 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-32. 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-33. 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-34. 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 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. The City's payment shall in no way affect Contractor's 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 shall have sole authority to determine whether any work or materials are defective or otherwise non-conforming.

SC-35. FINAL INSPECTION AND FINAL PAYMENT

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, 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 entitled to under the provisions of the Contract permanently to retain.

SC-36. 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-37. TERMINATION OF CITY'S LIABILITY

The Contractor's acceptance of the final payment as provided herein shall constitute a full and irrevocable release of the City, and all of its officers, agents, and employees, from any and all claims, demands, liabilities, or causes of action of any kind arising out of or relating to the work performed under the Contract.

SC-38. 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-39. 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. The Contractor 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.

END OF SECTION

BID FORM
RFB #26-04
Exterior Repairs of the Building at 1838 Emerald Hill Lane
Westminster, MD 21157

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 _____

SCHEDULE OF VALUES

Item Numbers	Approximate Quantities	Description of Item	Unit Price	Amount
1.	LS	Mobilization and Demobilization	LS	
2.	LS	Deck Repair according to the Deck Repair Scope of Work	LS	
3	LS	Exterior Painting of the Building according to the Scope of Work	LS	
Total				

LUMP SUM, BID AMOUNT INCLUDING LINE ITEMS:

The undersigned, having examined the proposed Contract Documents titled:

**Exterior Repairs of the Building at 1838 Emerald Hill Lane
Westminster, MD 21157**

and having visited the site and examined the conditions affecting the Work, hereby proposes and agrees to furnish all labor, materials, equipment, services and appliances, necessary and incidental to complete the Work as required by said proposed Contract Documents, for the stipulated, lump sum of:

Bid must be written and shown numerically below. In case of a discrepancy, the written amount shall supersede.

\$ _____
(written numerically)

_____ DOLLARS
(written in words)

Bidder _____

Address _____

Phone _____

Signature _____

Fax _____

Printed Name _____

Date _____

Basis of Award

The Contract, if awarded, will be awarded to the responsible bidder who has proposed the lowest Contract Sum, subject to the Owner's right to reject any or all bids, to waive informality and irregularity in the bids and in the bidding, and to negotiate with any of the bidders. Award of the Contract will be at the sole discretion of the City of Westminster and in the best interest of the City of Westminster.

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.

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

VENDOR 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

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)

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.

NOTICE OF AWARD

To: _____

Attn: _____

Project Description: Exterior Repairs of the Building at 1838 Emerald Hill Lane, Westminster, MD 21157

You are hereby notified that your Bid for Exterior Repairs of the Building at 1838 Emerald Hill Lane, Westminster, MD 21157, 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 _____, 2026.

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 _____, 2026

NOTICE TO PROCEED

To: _____

Date: _____

Project: Exterior Repairs of the Building at 1838 Emerald Hill Lane, Westminster, MD 21157

You are hereby notified to commence WORK in accordance with the AGREEMENT dated on or before _____ and to complete the WORK June 30, 2026.

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 _____, 2026.

EXHIBIT A

Aeratis Installation Specs

AERATIS INSTALLATION INSTRUCTIONS

Aeratis Products must be installed in accordance with installation instructions to qualify for, and maintain the product warranty. These recommendations and requirements are in no way meant to supersede local or national building codes. Before installing, check all applicable building codes. For videos and other resources, please visit the Aeratis website(www.aeratis.com).

AERATIS PROTECTIVE FILM AND PRODUCT INSPECTION

In an effort to effectively communicate with end users, each board of Aeratis is shipped with a protective/ installation reminder film. Notice that all Aeratis porch boards are double-sided. Make sure to read and remove the film PRIOR TO INSTALLATION. Make sure to inspect each Aeratis board prior to installation. If the board is damaged on one side, simply flip the board over and use the other side.

If the board is damaged on both sides, please set the board aside for replacement. The installation of a damaged board is not covered under the Aeratis Warranty.

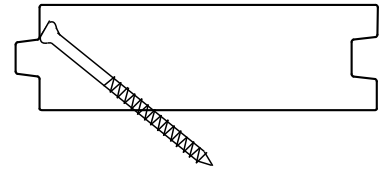


GENERAL INFORMATION AND ACCLIMATION

Aeratis products may be installed on either covered or uncovered porch applications. For best results, pay close attention to the slope and ventilation suggestions as this can help limit standing water and extend the life of your joists system.

Store Aeratis porch flooring in the environment in which the product is going to be installed for a minimum of 24 hours prior to installation. Make sure the boards are supported, at a minimum, every 24" during storage. It is best practice to remove the protective film and inspect each board at this stage of your project. (NEVER leave the protective film exposed to light and UV longer than 24 hours as in certain conditions this can potentially cause some discoloration.)

It is best practice to use a KDAT (Kiln Dried After Treating) joists or provide ample amount of drying time for the joists prior to installation. It is common for treated wood to be delivered moist or even wet. As these joists dry, they may shrink. This issue can manifest itself in the visual appearance of the porch floor in the form of gapping. To reduce the risk of shrinking or unsightly joints appearing where the boards meet, it is best practice to lay all of the Aeratis boards out on your structure, or flat surface, and allow them to reach an ambient temperature, in addition to using dried wood joists.



TOOLS

For cutting and ripping Aeratis products, you can use a standard miter saw, circular saw, jigsaw or table saw with carbide saw blades (make sure the blade is sharp). A standard router and router bits may also be used. The best method of installing Aeratis is by using a pneumatic flooring nailer. This can be purchased or rented at a local rental center. You will need a screw gun and the correct bit for the screws selected to be used on the starter, finishing and potentially, for the boards that are over the ledger board next to the house. **Please note: you cannot use a hand held finish nailer to install Aeratis, this will void the warranty.**

FASTENERS

While no specific brand of fastener is **required**, we recommend stainless-steel as the best-practice choice in all installations. Also, when it comes to the size screw, we recommend the #7 over the #8. This provides a greater margin of error for the installer. However, we do recommend the use of a pneumatic nailer over the screws. The pneumatic nail guns are more consistent and help create a much better installation than screws.

This is because of the variation of angle that can come with human error when using screws to install.

- GRK #7 or #8 x 2" stainless-steel trim-head screws (Pheinox™ RT Composite™) or the GRK #7 or #8 x 2" Climatek coated Trim™ Head (uses T-10 starhead bit)
- Simpson Strong Tie type 305 Stainless-steel (Trimhead Decking Screw 305 or 316 #6, 7, or 8).
- Pneumatic flooring nailer with T or L barbed cleat nails (best practice to use a construction adhesive if you are using a pneumatic nailer) 2" stainless-steel is best practice.
- **Pneumatic flooring stapler with 2" 15 or 18-gauge 1/2" crown stainless-steel flooring staples with construction adhesive is the #1 recommended fastening method to install Aeratis T&G products.**
- Finish nails installed by hand or by hand nailer **CANNOT** be used when installing Aeratis porch boards. This will void the warranty.



Please note, you cannot use a hand-held pneumatic stapler, framing gun or finish nailer. Aeratis is too dense and the nails may not penetrate the material, nor does it have the holding power needed for exterior flooring. Also, FINISH NAILS are **not acceptable** fastener and the use of finish nails will void the warranty.

PREPARATION

Aeratis recommends leaving a 1/4" gap where the product meets any wall, column, or vertical surface. Leaving this gap will allow spacing for the porch/home to settle or move with the changing of temperature and weather. When Aeratis porch flooring is fastened to a wood joist it should be installed in a wellventilated application creating continuous airflow around the joists. FAILURE TO DO SO CAN ACCELERATE THE DECAY OF YOUR WOOD Joists. If your installation is a waterproof install, make sure you completely seal up any gaps where your Aeratis boards meet structures using a clear 100% silicone product.

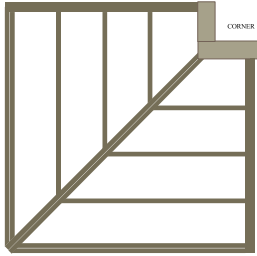
Aeratis porch flooring must be properly supported with structural blocking and framing under columns or structural supports to prevent sagging and possible structural failure over time. Also, make sure all joists are flush with one another and are continuously sloped away from the main structure. If one joists is higher or lower than the others, it may be reflected in the porch surface. Please note: most joists can crown after installation. Many of these joists can crown 1/8 of an inch. If the proper slope is not observed, it can result in a level surface with ponding water.

Install Aeratis porch flooring on joists no greater than 16" on center (10" on center for stair applications). it is highly recommended to install Aeratis perpendicular to the main structure. This will help promote water runoff away from the structure and reduce ponding or puddling. If you are looking to make your installation waterproof, you are **required** to run the Aeratis boards perpendicular to the structure (Boards should not be installed parallel to the structure on a waterproof installation). It is best practice to slope Aeratis 1/4" per foot away from the structure to maintain continuous drainage away from the main structure.



INSTALLATION

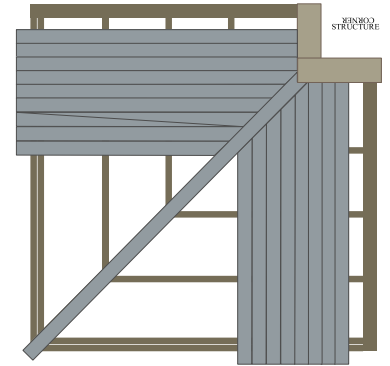
Square your first board to the house and fasten into place (you may want to consider ripping the groove off of this first board if it is going to be exposed). If you are using screws to fasten Aeratis to the joists, insert the screw just above the tongue at a 45° angle or less and counter sink the screw a minimum of



1/16" into the material. NOTE: If the tongue cracks, you are putting too much pressure on the tongue and you should reduce the angle of your screw. Take the next Aeratis plank, line up the groove to the tongue and slide it into place. Make sure the boards are completely snug together and the bottom surface is flush with the joists and then fasten it to the joists. Also, your fastener must be completely counter sunk into the material. The tongue and groove must be completely clear of all debris for each board to go together completely. It is best practice to leave an overhang between 2" to 2-1/2" beyond the rim joists.

CORNER APPLICATIONS

It is recommended that you run one or two Aeratis boards from the corner of the house off the edge of the porch, then butt all other boards to the angled board. It is best to secure this board at an angle every 12 inches on both sides of the board. Securing just one side of the "breaker board" is not acceptable. Additional framing may be needed in wrap-around applications.



TRIM

Attach the desired Aeratis trim pieces using Aeratis approved PVC GLUE and a trim head screw every two feet. It is always best practice to allow your trim pieces and Universal Porch Plank (UPP), if used, to be in direct sunlight, uncovered and un-stacked and in direct sun for 24 to 48 hours prior to cutting and installing. Trim pieces should be installed with 2" #7 trim head screws and PVC glue. Make sure NOT to get any glue on the surface of the trim boards. Aeratis trim pieces should not be installed using a trim nail or finish nail.

MITER JOINTS AND BUTT JOINTS

Secure miter joints and butt joints with screws, and only use an Aeratis approved Epoxy. If you use a faster cure pvc glue and not a slow cure epoxy you will need to tape the face of each board at the joints to keep the glue from flashing on the surface and discoloring the face of the boards. This will help reduce the possibility of gapping in the event of settling, or changes over time, in the framing structure. You must glue the board with the butt-joint to the adjacent boards on either side of the butt-joint (Minimum 12"). If possible, it is better to change the direction of the boards using a sleeper system on top of the framing rather than install with butt-joints. Gapping at a butt-joint is not covered under the Aeratis warranty.

PARALLEL VS PERPENDICULAR

It is always best practice to make sure your Aeratis boards are run perpendicular to the structure (make sure the boards are running the same direction as the desired direction of runoff water.) If you are running the boards parallel, you will want to make sure that you pay close attention to the acclimation and butt-joint video at https://www.aeratis.com/installation_videos. If you are installing Aeratis parallel to the structure, you are **required** to glue on all butt joints with an Aeratis approved PVC glue. PLEASE VISIT BUTT JOINT INSTALLATION VIDEO AT https://www.aeratis.com/installation_videos. Make sure you order the PVC glue at the same time you order your Aeratis boards. Make a special note: YOU WILL HAVE TO SQUARE THE ENDS OF EACH BOARD BEFORE INSTALLING IN AN



APPLICATION USING BUTT JOINTS. Never line up the butt-joints on a structure make sure they are staggered like an interior floor. Failure to address butt joints properly can result in gapping and **will void your Aeratis warranty**. If you have questions about the right way to secure a butt joint, see additional information at www.aeratis.com.

VENTILATION

It is best practice to ventilate your wooden framing structure. Keep in mind that wood is an organic material and is subject to deterioration under overly wet or dry conditions. If your joists are kept too wet or moist, the holding power of the fasteners could be compromised. If the wood is kept too dry, dry-rot can occur and your fasteners can fail. Aeratis does not require ventilation to maintain the warranty, however, pay close attention to the ventilation requirements for the products used as the substrate.



STARTING AND ENDING BOARDS

If a picture frame boards or a trim pieces are not going to be utilized to cover the end boards, the first and last board will need to be modified if you don't want the tongue and groove to be visible. This can be done by ripping the tongue off the last board and the groove off of the first board. Use #7 2" screws to fasten these boards securely to the joists.

PICTURE FRAMING

It is recommended to only use Aeratis UPP for picture-frame installations. It is recommended to secure the framing to support the picture-framing first. Then install the Aeratis T&G boards using a recommended installation method. While the T&G boards are being installed, it is required to remove the protective film from the UPP boards and store them in direct sunlight unstacked for 48 hours minimum. If you can put them on a dark surface such as a roof or an asphalt drive-way it would be best. Once the picture-frame boards have been acclimated in direct sun, follow miter and butt-joint installation instructions above.

INSTALLATION QUESTIONS

If you have any questions as to whether or not your specific application will be warrantied, you can fill out our pre-installation warranty on the Aeratis website at www.aeratis.com. If your installation is not preapproved, a member of our staff will contact you with suggestions on how to modify your install so it is completely warrantied. As always, additional information is available at www.aeratis.com.

LOW-E-GLASS ADVISORY

Please note: For uncovered porch projects with multiple low-e-glass window we offering the following recommendations. These recommendations are not to supersede your local or any national building code requirements.

In many cases across the US synthetic manufactures will void the warranty of any synthetics installed near or in the path of direct reflection from low-e glass. Aeratis is offering a strong suggestion for installations that have a high concentration of sunlight reflection directly onto the porch floor. Please keep in mind, these are not requirements however, following them can help reduce the possibility of having issues caused by low-e glass.

Check the project prior to installation. Note the location of the window or windows on the house adjacent to the porch. Make a special note of the direction of the windows. If the windows are southern facing, check to see if there are trees or bushes obstructing the direct path of the sun's rays to the window. If their window received full sun, we recommend adding additional blocking to all joist within the first 36" from the rim joist. The reason for this is, as the sun's rays are reflecting off the low-e-glass they are intensified and redirected to the floor in many cases. This practice should be considered as best practice for all materials used adjacent to any areas of high intensity low-e-glass reflection.

Please understand, with the increased intensity of the sunlight or UV rays, this could potentially cause the area in the direct path of the UV rays to fade at a different rate than the rest of the porch.

HVAC DRAINAGE ADVISORY

Please note: for covered and uncovered application for residential and commercial use, it is essential to make sure a HVAC drainage system is installed so HVAC units do not discharge nitrogen rich moisture onto the surface of the boards and allowed to pond or puddle. A drainage line should be installed to carry the discharged moisture through the floor and down to the ground level and disposed of in accordance with local building codes.

EXHIBIT B

AGREEMENT

THIS AGREEMENT (“Agreement”) is entered into this _____ day of _____, 20____ (“Effective Date”), by and between 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 _____. The City and the Contractor are each also referred to herein individually as a “Party” and collectively as the “Parties.”

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

1. **Services Provided:** The Contractor shall complete Exterior Repairs of the Building at 1838 Emerald Hill Lane, Westminster, MD 21157 (“the Services”).

1.1 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. In the event of any conflict or inconsistency between the terms of this Agreement and any other documents or agreements between the Parties, the terms of this Agreement shall prevail and control.

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

1.2 The Contractor agrees to complete the Services by **June 30, 2026**. The City retains

the right to reduce the scope of the Services to meet the City's needs.

1.3 The Parties agree that time is of the essence in completing this Agreement.

1.4 The Contractor will furnish all equipment (the "Contractor's Equipment") needed to perform the Services.

1.5 The Contractor 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 agrees to pay the Contractor a lump sum of _____ (\$ _____) ("Contract Amount") as full consideration for the Contractor's satisfactory performance of its obligations under this Agreement, payable as provided in the Supplemental Conditions.

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

4. **Political Contributions:** If this contract involves cumulative consideration of at least \$200,000.00, 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 \$500.00 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: Ramsay M. Whitworth, Esq.
City Attorney
Silverman, Thompson, Slutkin & White
400 E. Pratt Street, Suite 900
Baltimore, Maryland 21202
rwhitworth@silvermanthompson.com

To the Contractor: _____

6. Other Payments, Taxes, Expenses:

6.1 Except as may be specifically agreed upon by the Parties in writing, the Contractor is not entitled to any fees, bonuses, contingent payments, or any other amount in connection with the Services or materials provided under this Agreement. 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.

6.2 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 any local, state, or federal government agency determines that the Contractor is not an independent contractor, the Contractor shall indemnify and hold the City harmless from all fees, costs, and expenses (including, without limitation, attorneys' fees) incurred as a result of that determination.

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. The insurance required under this Agreement does not relieve the Contractor of any responsibilities or obligations assumed under the Agreement, or of any liability imposed by law or otherwise.

7.1 **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. If the Contractor is a foreign business entity that has procured workers' compensation insurance under the laws of the State in which it is located, it will submit a statement from its insurance broker or carrier, confirming that its policy covers injuries to employees conducting work-related activities in the State of Maryland.

7.2. **Comprehensive General Liability Insurance**: The Contractor shall procure and maintain 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.

A. **Personal Injury Liability Insurance**. The Contractor shall procure and maintain personal injury liability insurance in the minimum amount of \$1,000,000.00 for each occurrence and \$1,000,000.00 aggregate, where insurance aggregates apply;

B. **Property Damage Liability Insurance**. The Contractor shall procure and maintain property damage liability insurance in the minimum amount of \$250,000.00 for each occurrence and \$500,000.00 aggregate, where aggregates apply.

7.3. **Automobile Liability Insurance**. The Contractor shall procure and maintain motor vehicle insurance meeting the requirements of Maryland law and covering every vehicle and driver involved in providing the services, in the following amounts:

A. **Bodily Injury Liability Insurance**. The Contractor shall procure and maintain bodily injury liability insurance in the minimum amount of \$500,000.00 for each person and \$1,000,000.00 for each accident;

B. **Property Damage Liability Insurance**. The Contractor shall procure and maintain property damage liability insurance in the minimum amount of \$100,000.00 for each accident.

7.4. **Professional Liability Insurance** (errors and omission insurance). The Contractor shall procure and maintain professional liability insurance in the minimum amount of

\$1,000,000.00 per claim and aggregate, including pollution errors and omissions.

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: The Contractor shall obtain a Performance Bond equal to 100% of the Contract Amount and a Payment Bond equal to 50% of the Contract Amount.

10. Maintenance Bond: The Contractor shall obtain a Maintenance Bond equal to 10% of the Contract Amount, effective for five years from the date of completion of Services. The Maintenance Bond must designate the City as the Obligee and the Contractor as the Principal. The Contractor shall execute the Maintenance Bond with a corporate surety licensed to conduct business in the State of Maryland. The Contractor shall bear all expenses and pay all premiums associated with the Maintenance Bond. If any surety providing the Maintenance Bond is declared bankrupt or loses its right to do business in the State of Maryland, the Contractor shall, within ten (10) days of receiving notice, obtain and deliver to the City a replacement Maintenance Bond in a form, amount, and with a surety acceptable to the City. The City will withhold further payments under this Contract until an acceptable replacement bond is provided. If the Contract Amount increases by 25% or more before Final Acceptance, the Contractor shall increase the amount of the Maintenance Bond accordingly.

11. 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, including but not limited to procurement of any licenses required by law in connection with the performance of the Services..

12. Indemnification: The Contractor shall defend, indemnify, and hold harmless the City, its officials, and employees from and against any and all claims, suits, actions, damages, losses, liabilities, or costs, including reasonable attorneys' fees and expenses, arising out of or related to injury to persons or damage to property (including loss or damage to the Contractor's property located or stored on site), the performance or failure to perform the Services or any other

obligations under this Agreement, any failure of materials supplied by the Contractor, or the negligence, errors, omissions, or willful misconduct of the Contractor or its officers, employees, agents, or subcontractors. This obligation applies to all claims, whether actual or alleged, that arise from or are connected to the Contractor's performance of Services under this Agreement.

13. Not Assignable: The Contractor shall not assign or transfer any obligation, 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 without the prior approval of the City.

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

15. Termination:

15.1 **Termination for Convenience.** The City may suspend or terminate this Agreement for convenience when the City determines that such suspension or termination is in the City's best interest by delivering a written notice to the Contractor specifying the termination date of the Agreement.

15.2 **Breach and Default.** 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 Agreement, 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, the City shall have the right to terminate this Agreement 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. In the event of a breach or default by the Contractor, the City

reserves the right to assume responsibility for the completion of the Services, whether by engaging another contractor or by other means. The Contractor shall be liable to the City for any and all costs incurred by the City in excess of the amount that would have been payable to the Contractor had the work been completed without such breach or default, as well as for any other damages to which the City may otherwise be entitled under applicable law.

15.3 The City may suspend or terminate this Agreement if the 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 actually provided prior to the effective date of the termination.

15.4 Upon the conclusion 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.

16. **Waiver:** The City's waiver of any breach, default, delay, or omission by the Contractor under this Agreement does not waive any subsequent breach of the same or any other provision.

17. **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.

18. **Liquidated Damages:** The Parties acknowledge that if the Contractor fails to complete the Services within the time specified in this Agreement, the City will suffer economic and non-economic losses that are impossible to compute and ascertain with certainty and accuracy. The parties agree that the liquidated damages established in this Agreement represent a fair and reasonable estimate of those losses. Accordingly, if the Contractor delays completion of the Services beyond the agreed upon time, the City may assess and recover liquidated damages from the Contractor and its Surety without the need to prove the actual amount or nature of the damages caused by the delay. The Contractor shall pay liquidated damages to the City in the amount of \$100 per day for each calendar day of delay. These liquidated damages constitute agreed compensation for delay, not a penalty, and the Contractor's obligation to pay them does not limit the City's right to terminate the Agreement for default or to exercise any other remedies available

under the contract.

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

20. **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.

21. **Set-Off:** If the Contractor owes any obligation or amount to the City at any time during or after this Agreement, the City may offset that amount against any compensation due to the Contractor for the Services.

22. **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.

23. **Record Retention, Audits and Inspections:** The Contractor shall:

23.1 Retain all financial and project-related records for a period of three (3) years from the date of issuance of final payment hereunder.

23.2 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.

[Signatures appear on the next page]

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:

I hereby certify that I have reviewed the foregoing Agreement and that it has been approved as to form and legal sufficiency, subject to proper execution by the Parties.

By:

Ramsay M. Whitworth, Esq.

Date