

# **CITY OF COLLEGE PARK, MARYLAND**

## **Request for Proposals CP-RFP 18-09 Historic Window Repair Work – Old Parish House**

### **Bid Documents**

**Issued by  
City of College Park, Maryland  
Telephone: 240-487-3601  
FAX: 301-474-0825**

**RFP Issue Date: May 3, 2018  
Mandatory Pre-Bid Meeting: May 15, 2018, 10:00 a.m.  
Proposal Due Date: Friday, June 1, 2018, 2:00 p.m.**

CITY OF COLLEGE PARK, MARYLAND

Bid Documents

Request for Proposals, RFP CP-18-09  
Historic Window Repair Work - Old Parish House

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## **I. ADVERTISEMENT AND BID REQUIREMENTS**

### **CITY OF COLLEGE PARK, MARYLAND Request for Bid Proposals Historic Window Repair Work - Old Parish House RFP CP-18-09**

The City of College Park, Maryland requests sealed bid proposals for the **Historic Window Repair Work - Old Parish House, RFP CP- 18-09**, as specified in the details outlined in the scope of work. A bid bond is required in connection with the submittal of a bid proposal.

Bid proposals must be submitted in original only, on the specified forms, in a sealed envelope containing the Bidder's name and address, in accordance with the requirements specified in the RFP. Submissions should be marked **Historic Window Repair Work - Old Parish House, RFP CP- 18-09**, and delivered to the Finance Department, City of College Park, 4500 Knox Road, College Park, Maryland 20740 no later than **Friday, June 1, 2018 at 2:00 p.m.**, at which time the sealed bids will be opened and read publicly. Award of a contract will be made by the Mayor and Council of the City of College Park.

A mandatory pre-bid meeting for interested bidders will be held on **May 15, 2018 at 10:00 a.m.** at the Old Parish House, 4711 Knox Road, College Park, Maryland. The pre-bid meeting is the potential bidder's opportunity to raise questions or issues of concern regarding this project.

Copies of the Contract Documents may be downloaded from the City's website at [www.collegeparkmd.gov](http://www.collegeparkmd.gov). The RFP package will be listed under the "Government" tab on the homepage, then click "Bids and RFPs". If you are unable to obtain the Contract Documents from the website, please contact the Finance Department, Monday-Friday 8:00 a.m.-5:00 p.m., at 240-487-3509.

The City of College Park is an Equal Opportunity Employer. Discrimination based on race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work is expressly prohibited.

The City reserves the right to reject any and all proposals in the best interest of the City.

The Project Manager for this project is Robert Marsili, telephone 240-487-3601, FAX 301-474-0825, e-mail: [rmarsili@collegeparkmd.gov](mailto:rmarsili@collegeparkmd.gov).

## II. INSTRUCTIONS TO BIDDERS

### 1. AVAILABILITY OF FUNDING/PROJECT SCHEDULING

The project **Historic Window Repair Work - Old Parish House, RFP CP-18-09** is funded by a grant from the Maryland-National Capital Park and Planning Commission (“M-NCPPC”) and by the City. The project is subject to grant agreement requirements. The Preservation Grant and Easement Contract between the City and the Maryland-National Capital Park and Planning Commission dated April 20, 2017 is attached as Exhibit B.

### 2. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

Work described herein shall be in accordance with the drawings, typical details, plans and specifications contained in the Contract Documents. All construction work must meet or exceed applicable standards established by the City.

Before submitting a bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions and on-going contracts that may in any manner affect performance of the Work, (c) become familiar with Federal, State, County and local laws, ordinances, rules and regulations affecting performance of the Work; and (d) carefully correlate these observations with the requirements of the Contract Documents.

The submission of a proposal will constitute an incontrovertible representation that the Bidder has complied with every requirement. Failure to inspect the site will not relieve the Bidder of the obligation to furnish the material, equipment, and labor necessary to carry out the work bid, and to complete said work for the consideration and in the time set out herein.

Errors in preparation of the proposal will not relieve the Bidder from the terms thereof. Errors discovered after public opening cannot be corrected and the Bidder will be required to perform if the proposal is accepted.

### 3. PREPARATION AND SUBMISSION OF BIDS

Bids shall be submitted on the attached forms and shall be filled out in full, in ink or typed and manually signed. If changes and erasures are made, such changes and erasures shall be clear and legible, and shall be initialed by the person signing the Bid Form. Proposals made on any other than the Bid Form will not be considered. Any changes not approved by the Project Manager will cause rejection of the proposal. Conditional proposals and proposals containing escalator clauses will not be accepted.

Each proposal with bid guarantee must be enclosed in an opaque, sealed envelope marked, “**Historic Window Repair Work - Old Parish House, RFP CP-18-09**, City of College Park, Maryland, Maryland Contractor Registration No. \_\_\_\_\_”. Bids will be received at the City of College Park Finance Department, 4500 Knox Road, College Park, Maryland 20740 until **Friday, June 1, 2018, at 2:00 p.m.** at which time they will be publicly opened and read.

Documents to be submitted with Bid include:

- Bid Proposal Form with itemized cost and unit prices
- Certificate of Registration
- Non-Collusion Affidavit
- Affidavit with Respect to Non-Conviction, Non-Suspension and False Pretenses
- Bid Bond with corporate acknowledgement
- Information Regarding the Bidder
- References
- Tentative Construction Schedule – Gantt chart preferred

The City may distribute copies of this Request for Proposals to firms that have requested copies and to other firms. Distribution to such firms does not imply pre-qualification of such firms.

4. PERMITS

The Contractor will be required to obtain all required permits, except that the City will obtain any required Historic Area Work Permit.

5. INTERPRETATIONS

All questions about the meanings or intent, discrepancies or omissions of the Contract Documents shall be submitted in writing or verbally by May 18, 2018 to the Project Manager. Replies to these inquiries shall be made at the pre-bid meeting and by addendum. The written responses become part of the Contract Documents and will be posted to the City’s website no later than **Wednesday, May 23, 2018 at 5:00 pm**. No questions will be accepted after May 18.

6. CONTRACT TIME

Work for this project shall begin on or before July 1, 2018 and shall be substantially completed within 60 days, and in any event by August 31, 2018. Provisions for liquidated damages for failure to comply with the Contract Time are set forth in the General Provisions. Time is of the essence to this Contract.

7. SCOPE OF WORK The Old Parish House, located at 4711 Knox Road, College Park, MD, 20740, previously known as the Woman’s Club of College Park, is a registered Prince George’s County Historical Site (inventory number PG:66-9) and is a contributing resource

in the Old Town Historic District. It is an architecturally, historically, and culturally significant building for the City of College Park and its residents, as well as to Prince George's County. The building is the second oldest building in College Park and dates back to 1817, when it was constructed as an outbuilding (possibly a dairy barn) of George Calvert's Buck Lodge plantation, a holding adjacent to the family's estate in Riversdale. It is only known surviving farm building from the Calvert estate.

The work to be completed under this contract shall include all labor, equipment and materials necessary to repair, replace deteriorated wood and paint the historic windows, repair and paint the exterior doors, replace gutters and downspouts and other exterior wood elements of the Old Parish House. Materials should conform as much as practicable with existing historic features. The work proposed under this contract includes repair and painting of historic windows, repair and painting of doors and other exterior wood elements, and replacement of gutters and downspouts to protect the building from the elements. All work will be conducted using methods and materials that are historically compatible with the existing structure. Eleven windows in the club room, sitting area, bathroom, and basement will be restored, a kitchen window will be replaced and a missing basement window will be fabricated to match an adjacent window. The three exterior doors and the exterior wood trim (window framing and sills, fascia, soffits and rake) and wood siding on the kitchen addition appear to be from the building's Church Period (1897-1930) and are generally in good condition with some repair necessary. All exterior wood elements will be repaired and painted (including paint removal to bare wood where necessary). The K-Style gutters and downspouts are historically inappropriate for this structure and will be replaced.

**The window restoration work will use traditional Dutchman repairs wherever possible to preserve the integrity of the original wood. Any new paint will be carefully matched. Restoration work on exterior wood doors, wood trim and wood siding will utilize, as much as possible, the existing structures and materials.**

The scope of work includes the following, and any work, including without limitation removal and proper disposal of debris, that is incidental thereto:

**A. WINDOW RESTORATION AND REPLACEMENT**

The window restoration work will include the following:

Remove window sashes; remove paint; repair sashes and replace any broken or cracked glass as necessary; re-glaze; paint, install weatherization system; reinstall window sashes with new sash cords for double-hung windows and install exterior screens for the bottom sash of the double hung windows. Clean and repair or replace any damaged window hardware to match original. Any rotten wood will be replaced using traditional Dutchman repairs to the greatest extent possible. Early moldings and stops will be retained whenever possible. For the kitchen window opening, a new window will be fabricated to match the dimensions and materials of the existing window. Similarly, a new window will be fabricated for the basement opening that matches the original window

adjacent. All new windows and components to be fabricated from solid clear grained wood to match existing or Spanish cedar or Cypress wood.

#### B. WINDOW "SASH" RESTORATION

1.) Mock-Up: Before proceeding with fabrication and repair of windows, prepare mock-up. Repair one existing window selected by Owner. Repairs to include wood replacement, wood consolidation, epoxy repair, putty replacement, and finish. Include installation of new screen as part of mock-up. Retain mock-up as quality standard for acceptance of the completed window work. If accepted, mock-up may be incorporated as part of work.

2.) Contractor shall submit product data on adhesives, consolidants, epoxies, sealants, primers, and paints for approval by Owner prior to start of work.

3.) Remove sash, number as to location, transport to restoration shop.

4.) Install temporary ½" plywood panels. (consider 24' x 24" plexiglass light panels)

- a.) Remove all paint, glazing compound and glass from interior and exterior side of sash
- b.) Re-glue and dowel joints as needed. Any full replacement of sash and or component parts, due to deterioration beyond repair must be brought to the project managers attention immediately
- c.) Make wood/dutchman and epoxy repairs necessary to create a smooth, structural repair.
- d.) Reuse as much of the original glass as possible. New glass to match original thickness, clear glass after painting.
- e.) Apply two (2) coats of primer, (2) coats of interior and (3) coats of exterior paint. Clean glass after painting.
- f.) Install top sash fixed and non-operable. Caulk top sash perimeter. Existing fixed non-operable sash to remain as such.
- g.) Provide and install new sash cord or chain to existing weights and pulleys.
- h.) Install zinc jamb weather strip at sides of sash, weather-seal routed into new parting bead and interior stop. Slot lower sash at meeting rail to accept kerf applied weather –seal and bottom rail for zinc sill weather strip and slot for weather seal, (2 seals at bottom rail)
- i.) Paint as needed all exterior and interior replacement parting bead and interior stop trim. Clean or replace sash locks and pulls.
- j.) Clean any construction debris created on site during removal and installation of windows. All work to be performed on site per EPA regulations.
- o.) Any Permits will be acquired by the contractor.

#### C. EXTERIOR WINDOW TRIM AND FRAME REPAIR AND REPAINT

1.) Scrape exterior loose and peeling paint and caulk.

2.) Putty holes. Epoxy repairs as necessary to create a sound and consistent surface.

3.) Caulk open joints. Apply two (2) coats of primer and (2) coats of finish paint.

4.) Clean any construction debris created on site during removal and installation of windows.

5.) All work to be performed on site per EPA regulations.

6.) The window restoration will use traditional Dutchman repairs wherever possible to preserve the integrity of the original wood. Any new paint will be carefully matched. Restoration work on exterior wood doors, wood trim and wood siding will utilize, as much as possible, the existing structures.

#### D. WINDOW SCHEDULE

**1<sup>st</sup> Floor:** Seven (7) double hung windows, (2) fixed non-operable windows and (2) new 4 over 4 double hung window units mullied together in kitchen where single non-historic replacement window is located. New windows to match original existing in profile and design.

**Basement:** (2) new window units including frames, exterior trim and 3 lite sash to match original existing in profile and design.

All new windows and components to be fabricated from solid clear grained Spanish cedar or cypress wood.

#### E. RESTORE AND REFINISH 3 EXTERIOR DOORS:

- 1.) Remove door from hinges and hardware
- 2.) Sand/Remove old paint down to bare wood
- 3.) Repair and fill any voids or any damages or rotted wood with putty
- 4.) Sand any repaired areas smooth and clean and remove all dust to prepare for re-painting
- 5.) Remove all dust from the surface, first with a brush and then with a tack cloth or clean, soft cloths. Apply two (2) primer coats to the door surface and allow it to dry. Apply two enamel top coats.

#### F. REPAIR AND REFINISH EXTERIOR WOOD TRIM (Fascia, Soffits, Rake and Wood Siding)

- 1.) Chemically strip built up paint coatings on the exterior woodwork.
- 2.) remove and replace any damaged or deteriorated exterior wood soffit, fascia or wood siding
- 3.) Apply primer and finish coats with two (2) coats to match the appearance of the original paint

#### G. REPLACE EXISTING K-STYLE GUTTERS AND DOWNSPOUTS WITH HALF ROUND GUTTERS AND ROUND DOWNSPOUTS:

- 1.) Replace approximately 160 feet of existing K style gutters and 120 feet of square downspouts with new 6-inch half round gutters (on main roof) and 5-inch half round gutters (kitchen wing roof) and 4-inch round downspouts. Gutters and downspouts shall be galvalume mill finish. Contractor shall submit samples and proposed method for hanging gutters and downspouts prior to start of work. Provide concrete splash blocks at each downspout.
- 2.) Inspect and repair and replace any deteriorated fascia board and soffit wood at \$5.00 a linear foot and time and materials

- 3.) Any wood replaced will be primed and painted to match existing trim
- 4.) Install gutter guards on all new gutters to protect gutters from clogging with leaves and debris

#### H. LEAD-BASED PAINT PROVISIONS (LBP):

General: Perform all work that disturbs lead-containing paint, handle all material that involves lead-containing paint, and transport and dispose of all lead-containing paint and residue in compliance with LEAD-BASED PAINT PROVISIONS of all applicable federal, state, and local laws and regulations for identification, removal, labeling, handling, containerization, transportation, and disposal of lead-containing material including, but not limited to, those referenced herein.

#### I. STANDARDS AND GUIDELINES:

The Contractor agrees that it will follow all applicable federal and state laws, regulations, guidelines, and technical standards, including the *Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation* and the *Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings* and the *Old Town College Park Historic District Design Guidelines* in performing the work under the Contract.

### 8. AWARD OF CONTRACT

The contract will be awarded by a vote of the Mayor and Council of the City of College Park. In determining which proposal is best, the City will take into consideration, among other things, the bid price, and the experience, qualifications, references, responsibility and currently available facilities of the Bidder to perform the work. The City reserves the right to reject any or all proposals, to amend its specifications, to interview and negotiate with bidders, and to exercise its sole discretion to best serve the interests of the City.

Except where the City exercises the right reserved herein to reject any or all proposals, each contract will be awarded on a per unit price or lump sum basis, as is in the best interest of the City of College Park.

The City of College Park reserves the right to cancel the award of the contract at any time prior to execution of the Contract without liability on the part of the City.

### 9. EXECUTION OF THE CONTRACT

The Bidder to whom the Contract has been awarded must execute a contract substantially similar to the one attached within ten business days after the award and submit such other documents as required by the Contract Documents, including bonds and insurance certificates. Failure by the Contractor to execute the Contract and submit such other documents as required by the Contract Documents shall be just cause for annulment of the Award and the forfeiture of any Bid Bond, which shall become the property of the City, not as a penalty but in liquidation of damages sustained.

If the bidder to whom the award is made shall fail to execute the contract and Performance and Labor and Material bonds hereto attached, and as herein provided, the award may be annulled and the contract awarded to the second lowest responsible bidder, and such bidder shall fulfill every stipulation embraced herein, as if he were the original party to whom the award was made, or the City of College Park may reject all of the bids, as its interest may require.

The City of College Park will hold as many of the bid bonds submitted with the proposals as it may deem advisable, until the execution and delivery of the Contract and Performance and Labor and Material bonds, whereupon they shall be returned. All other bid guarantees will be returned as soon as the award is made.

A Bidder may submit only one proposal for the Contract. More than one proposal from an individual, firm or partnership, corporation or association under the same or different names will not be considered on any given Contract, and will be considered grounds for disqualification and/or rejection of the proposals involved, unless prior approval has been given by the City.

10. BID GUARANTEE AND PERFORMANCE BONDS

Each Bidder must furnish with his Bid a Bid Guarantee in an amount not less than 5 percent (5%) of the amount of his Bid. The Bid Guarantee shall be in the form of a firm commitment, such as a postal money order, certified check or cashier's check, or bid bond payable to the City of College Park. The Bid Bond must be acceptable to the City of College Park.

No Bidder may withdraw the bid within one hundred twenty (120) days after the opening thereof. Negligence on the part of the Bidder in preparing the Bid confers no right to the withdrawal of the Bid after it has been opened.

The successful Bidder will be required to give Performance and Labor and Material Bonds and Certificate(s) of Insurance with an endorsement naming the City as an additional insured within ten (10) business days after the date of the award of the Contract. The Performance Bond shall be in the amount of 100% of the Contract Price and shall name the City as an insured, and shall be in a form and with a surety acceptable to the City. The Labor and Material bond shall be in the amount of 100% of the Contract Price.

11. CONTRACTOR LICENSE

Bidders are required under Section 17-602 of the Business Regulation Article, Annotated Code of Maryland, to show evidence of having obtained a construction license in the State of Maryland. The Bidder shall also obtain any other license or permit required by law.

12. APPROXIMATE QUANTITIES

The Bidder's attention is called to the fact that the quantities given are estimated quantities and are intended as a guide to the Bidder, but in no way bind or limit the City to the actual amount of work to be performed or the quantity of material to be furnished. Any estimates of quantities herein furnished by the City are approximate only, and have been used by the City as a basis for estimating the cost of the work, and will also be used for the purpose of tabulating and comparing the bids and awarding the Contract. The City has endeavored to estimate these quantities correctly according to its knowledge and the information as shown on the plans, but it is not guaranteed that these estimated quantities are accurate and a Contractor, in making up and/or submitting a bid or bids relies upon the accuracy of said estimated quantities, does so at his own risk.

13. POWER OF ATTORNEY

Attorneys in fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. UNBALANCED BID

Bidders are specifically warned against unbalancing their bids as this will render them liable for rejection.

15. MODIFICATION OF BID DOCUMENTS

The right is reserved, as the interests of the City may require, to revise or amend the plans and specifications prior to the date set for opening bids and to postpone the date set for opening bids. Such revisions, amendments and/or postponements will be announced by addendum, a copy of which shall be furnished to all prospective bidders.

16. RECEIPT OF ADDENDA

The successful bidder will be required to acknowledge receipt of any addenda on their Bid Proposal Form.

### **III. GENERAL TERMS AND CONDITIONS**

#### **A. DEFINITIONS**

Wherever used in the Contract Documents, the following term shall be applicable to both the singular and plural thereof:

1. Addenda - Written or graphic instruments issued prior to the Bid opening of the Contract which modify or interpret the Contract Documents.
2. Approval - Written approval from the Project Manager.
3. Bid - The offer or proposal of the Bidder submitted in the prescribed manner on the prescribed form setting forth the prices for the Work to be performed.
4. Bidder - Any person, firm or corporation submitting a Bid for the Work.
5. Bonds - Bid Bond, Performance Bonds, Labor and material Payment Bonds, Maintenance Bonds, and other instruments of security furnished by the Contractor and his surety in accordance with the Contract Documents.
6. Change Order - A written order to the Contractor signed by the Project Manager authorizing an addition, deletion or revision in the Work within the general scope of the contract Documents, authorizing an adjustment in the Contract Price or Contract Time.
7. City – The City of College Park
8. Commission - The Washington Suburban Sanitary Commission or WSSC
9. Contract/Contract Documents - The Contract, including Invitation to Bid, Information for Bidders, Bid Form, Contract, Bonds, Notice of Award, Notice to Proceed, Change Orders, Drawings, Certificate of Substantial Completion, Standard Specifications, Addenda, General Provisions, Standard Details, Geotechnical Report, Proposal, Information Regarding the Bidder, Bidder's Questionnaire, Vendor's Certification, Financial Disclosure Statement, Corporate Acknowledgement, Supplemental General Conditions, Special Conditions, Special Provisions, and Federal Contract Provisions when appropriate.
10. Construction Manager - An authorized representative of the Project Manager assigned to make interpretations, clarifications and other instructions as to the intent of the Contract Documents.

11. Contract Price - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.
12. Contract Specifications Book - A set of documents issued by the City of College Park for the Project which includes the Invitation to Bid, Information for Bidders, Bid Bond, Bid Form, General Conditions, Special Conditions, Special Provisions, Addenda and other forms and attachments.
13. Contract Time - The specific date or the number of days stated in the Bid Form for the completion of the Work.
14. Contractor - The person, firm or corporation with whom the City of College Park has executed the Contract.
15. Day - A calendar day of 24 hours lasting from midnight one day to midnight the next day.
16. Environmental Pollution - Presence and action of physical, chemical, biological, and human agents that adversely affect individual and community health and welfare; unfavorably alter or destroy ecosystems of importance to man; or degrade significant aesthetic and recreational values.
17. Field Order - A written order to the Contractor issued during construction by the Project Manager or his agent for interpretations, clarifications and other instructions as to the intent of the Contract Documents.
18. Inspector - The authorized representative of the Project Manager assigned to make detailed inspection of any or all portions of the Work or materials therefor.
19. Manufacturer - Any person or organization who changes the form of a commodity or creates a new commodity and supplies it for the Work at any time, but who does not perform labor at the site.
20. Notice of Award - The written notice of the acceptance of the Bid from the Mayor and Council of the City of College Park to the successful Bidder.
21. Notice to Proceed - Written communication issued by the Project Manager to the Contractor authorizing him to proceed with the work and establishing the dates of commencement and completion of the work.
22. Prince George's County - Shall mean the Department of Public Works and Transportation of Prince George's County or any other department of the County.
23. Project - The undertaking to be performed as provided in the Contract Documents.

24. Project Manager - The City Engineer or his designee as a construction manager.
25. Provide - Means furnish and install as specified in contract documents.
26. Rock - Any indurated material that requires drilling, wedging, blasting, or other methods of brute force to excavate.
27. Special Provisions - Clauses contained under the heading Special Provisions setting forth the requirements peculiar to the specific work included in the contract.
28. Specifications - Contract Documents under the contract.
29. Standard Specifications - Maryland Department of Transportation, State Highway Administration, "Standard Specifications for Construction and Materials", as amended.
30. Structure - Structural entity including but not limited to building, manhole, ductbank, tank, foundation, road, pavement, pipe conductor substation, pumping station.
31. Subcontractor - An individual, firm or corporation having a direct contract with the Contractor or with any other subcontractor at any time for the performance of a part of the work at the site.
32. Substantial Completion - That date as certified by the Project Manager when the construction of the Project or a specified part thereof is sufficiently completed in accordance with the Contract Documents so that the Project or specified part can be utilized for the purposes for which it is intended.
33. Supplier - Any person or organization who supplies materials or equipment for the Work at any time, including that fabricated to a special design, duty who does not perform labor at the site.
34. Work - Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the Contractor under the contract documents, labor, materials, equipment and other incidentals and the furnishing thereof.

Whenever in the Contract Documents the words DIRECTED, REQUIRED, PERMITTED, ORDERED, DESIGNATED, PRESCRIBED or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the Project Manager and/or Project Manager is intended. Similarly, the words APPROVED, ACCEPTABLE, SATISFACTORY or words of like import shall mean

approved, acceptable or satisfactory to the Project Manager unless otherwise expressly stated.

B. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

The work under this Contract shall be built of the materials, sizes, dimensions, on the lines and slopes, at the depths, and in the manner called for by the Contract Documents and/or shown on the Contract Drawings, or in accordance with such changes as may be approved from time to time during the progress of the work, as hereinafter provided.

The Contractor may be furnished additional instructions and detail drawings by the Project Manager as necessary to carry out the work required by the Contract Documents. The additional drawings and instructions thus supplied will become a part of the Contract Documents.

The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

C. SERVICE OF NOTICE

Any written communication, and any communication, notice, or order required by the Contract Documents to be in writing, may be served by facsimile transmission, personal delivery, recognized overnight delivery service or by certified mail via the United States Postal Service.

D. SCHEDULES, REPORTS AND RECORDS

**A tentative construction schedule shall be included in the bid proposal.** The Contractor shall submit to the Project Manager, in a timely manner, such schedules of quantities and costs, construction progress schedules, weekly payrolls, breakdown of lump sum items, reports, estimates, records and any other data, as requested by and acceptable to the Project Manager.

E. CONTRACT REQUIREMENTS

The Contractor shall furnish all labor, materials, tools, equipment and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy or operation by the City.

F. MATERIALS, SERVICES AND FACILITIES

The Contractor shall do all of the work as stated in the scope of work. The Contractor shall provide and pay for all materials, taxes, labor, tools, equipment, light, power,

transportation, supervision, temporary construction of any nature, and all other services or facilities of any nature whatsoever necessary to execute, complete and deliver the work within the specified time. Any temporary construction done to execute the work under contract shall be removed and the area shall be left in original condition or as specified in the Contract Documents. The Contractor shall complete the entire work together with such extra work as may be required, at the price fixed therefore, but at a total price not to exceed that provided for in this Contract, unless otherwise agreed in writing.

Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection. The Contractor shall provide temporary fencing where required and remove it at the completion of the work under contract.

The Contractor shall provide a proposed written plan for any storage of materials and equipment within the City, which must be approved in writing by the Project Manager before commencement of the work.

All construction and storage sites within the City shall be kept clean and free of debris and trash. The Contractor shall provide sufficient trash receptacles with lids for use by its employees on site. The receptacles shall be emptied on a regular basis, with the contents disposed of properly.

Manufactured articles, materials and equipment shall be stored, applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer and as approved by the Project Manager.

#### G. PATENTS

The Contractor shall indemnify and save harmless the City from all suits, actions and damages or costs to which the City may be subjected by reason of the use of any patented article or process in the work under this Contract.

#### H. SURVEYS, PERMITS, LAWS AND REGULATIONS

1. **SURVEYS** - Unless otherwise specified, Contractor will furnish all boundary surveys and establish all baselines for locating the principal component parts of the work together with a suitable number of bench marks adjacent to the Work as shown in the Contract Documents.
2. **PERMITS** – Permits and licenses shall be secured and paid for by the Contractor unless otherwise stated in the Contract Documents.

The Contractor shall give all notices and comply with all permits, laws, ordinances, rules and regulations applicable to the conduct of the work as drawn and specified.

If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Project Manager in writing.

If any permit, license, or certificate expires, or is revoked, terminated or suspended, as a result of any action or omission on the part of the Contractor, he shall not be entitled to any additional compensation, nor to any extension of the completion date, by reason thereof.

3. LAWS AND REGULATIONS - The Contractor and his agents, servants, and employees shall strictly comply with the ordinances and regulations of the City, and all other applicable laws, when performing the work on this project. The Contractor shall protect and indemnify the City and its officers, employees and agents, against any claim or liability arising from or based on the violation of any such law, ordinance or regulation, whether by himself or by his agents, servants, or employees.

#### I. PROTECTION OF WORK, PROPERTY AND PERSONS

1. GENERAL - The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work according to the accepted practices, and applicable rules, regulations and laws. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to, all employees on the work and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage, or on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement during the entire course of construction.

In case of suspension of work for any cause whatever, the Contractor shall be responsible for the Project and shall take such precautions as may be necessary to prevent damage to the work, and provide for proper drainage, and shall erect any necessary temporary structure, signs, or other facilities at his expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in acceptable growing condition all living material in newly established plantings, seedings and sodding furnished under this Contract, and shall take adequate precautions to protect new growth and other important growth against injury.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. The Contractor shall notify owners of adjacent utilities when prosecution of the work may affect them.

2. ACCIDENT PREVENTION - Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery and equipment and other hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, as published by the Associated General Contractors of America, to the extent that such provisions are not inconsistent with applicable laws and regulations.
3. LIGHT, RAILINGS AND WATCHMEN - The Contractor shall place sufficient lights to light the work and work area to protect workers and public, and shall erect suitable railings, fences or other protection around open trenches, and provide all watchmen on the work, at all times, if they become necessary for the public safety. The Contractor shall place proper guards and lights for the prevention of accidents during and after delivery of materials and supplies, and shall at all times take all necessary precautions to avoid accidents or injury to persons or property.

The Contractor shall, upon notice from the Project Manager that he has not satisfactorily complied with the foregoing requirements, immediately take such measures and provide such means and labor to comply therewith as the Project Manager may direct. The Contractor shall not be relieved of his obligations under the Contract by any such notice or directions given by the Project Manager, or by his neglect, failure or refusal to give such notice or directions. In case the Contractor shall not comply with any order with respect to guarding the work, or public and private properties, the Project Manager may provide the required protection and the cost thereof will be deducted from any monies due or to become due the Contractor under the Contract Documents. The Contractor shall not be relieved of his obligations under the Contract Documents by any such action of the Project Manager.

4. 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 same, from whatever cause, shall be made good by him, at his own expense, before the final estimate is made. The Contractor shall provide suitable means of protection for all materials intended to be used in the work and for work in progress, as well as for completed work.
5. PROTECTION OF STRUCTURES FROM MATERIALS - It shall be the responsibility of the Contractor to adequately protect the curb, gutter and other adjacent structures from materials being applied or otherwise used in the project. The Contractor may use any protection method that is a normal practice, such as protective paper, courses of sand, etc. If any of the structures are defaced, they shall be repaired at the Contractor's expense. Within the construction area the Contractor shall protect manhole frames and covers and other similar utility street structures. After the construction is complete, it shall be the Contractor's

responsibility to examine the various street structures to see that they are unimpaired and that their covers are free, at grade and sit properly.

6. INJURY TO PROPERTY - In case of any direct or indirect damage done to public or private property by or because of the work, or in consequence of any act or omission on the part of the Contractor, his agents, servants or employees, the Contractor shall, at his own cost and expense, restore such property to a condition similar or equal to that existing before such damage was done. In case of failure on the part of the Contractor to so restore such property or properties, the cost of such restorations shall be deducted from any monies due or to become due the Contractor under the contract, or the City may deduct from any monies due the Contractor, a sum sufficient, in the judgment of the Project Manager, to reimburse the owners of the property so damaged. This remedy shall be in addition to, and not in place of, any other remedy allowed by law.
7. PIPE LINES TO BE KEPT CLEAN - During the progress of the work and until completion and final acceptance thereof, the pipe lines and their appurtenances should be kept thoroughly clean throughout. Obstructions or deposits, at any time discovered, shall be removed at once by the Contractor without extra compensation. After the completion of the work, the pipe lines and their appurtenances shall be left clean, free of dirt debris and in good order.

#### J. CHANGES IN THE WORK

1. INCREASE OR DECREASE OF QUANTITIES - The City reserves the right to increase or decrease the quantity of materials to be furnished or of work to be done under this Contract whenever it is deemed advisable or necessary. Such increase or decrease shall in no way void this Contract and the total price of the contract shall be adjusted accordingly. The City reserves the right to increase or decrease quantities based on a per unit price for the specific item, amount, or work requested without affecting the contract prices for any item or remaining work. Unit prices shall not be increased or decreased regardless of changes in quantity and shall be based solely on the unit price quotation.
2. ALTERATIONS - The City reserves the right to change the alignment, grade, form, length, dimensions or materials of the work under the Contract whenever any conditions or obstructions are met that render such changes desirable or necessary. In the event such alterations make the work less expensive for the Contractor, a proper deduction shall be made from the Contract price and the Contractor shall have no claim on this account for damages or for anticipated profits on the work that may be dispensed with. In the event such alterations make the work more expensive for the Contractor, a proper addition shall be made to the Contract price as shall be determined by the Project Manager.

3. IMPLIED WORK - All incidental work required by the Contract Documents for which no payment is specifically provided and any work or materials not therein specified which are required to complete the work, and which may fairly be implied as included in the Contract and which the Project Manager shall judge to be so included, shall be done or furnished by the Contractor without extra compensation.
4. EXTRA WORK - The Contractor shall do such extra work as may be ordered by the Project Manager in writing. No claim for extra work shall be considered or allowed unless the said work has been so ordered. The extra work will be paid for on the basis of the unit prices agreed upon in the Contract Documents. In the event the extra work is not priced by unit in the Contract Documents, then the payment shall be as agreed upon by the Contractor and the Project Manager . The amount to be paid to the Contractor for extra work shall be determined in the following manner:
  1. Wages of necessary day laborers and foremen actually employed on extra work, for such time as they are so employed, plus fifteen (15) percent.
  2. Actual purchase price, as paid by the Contractor for materials actually incorporated into the extra work, plus zero (0) percent.
  3. Actual rental price for vehicles equipment or machinery, as paid by the Contractor for their use in connection with extra work, plus zero (0) percent.

Payment for extra work shall not include an allowance for the time of superintendents, timekeepers, water-boys, flagmen or of any workmen or foremen not employed upon the extra work in question for a definitely and easily ascertainable period, or for insurance of employees or the public, or the use, maintenance or repair of tools or for the maintenance, operation and repair of machinery, or office accounting, Project Managing or administrative expense, or any rent, interest, depreciation or bonding costs, or any other overhead, collateral or estimated expense, or any profit, and the costs of all such items shall be deemed to be included in the said allowance of fifteen (15) percent on labor.

All extra work shall be done as economically and expeditiously as possible, and under sufficient but not disproportionate supervision. Labor shall be furnished at the current rates and materials shall be charged at the lowest market prices. The City may, at its option, furnish any material required for extra work and the Contractor shall not be entitled to any allowance or percentage on materials so furnished. Likewise, the City may supply any necessary machinery or equipment and the Contractor shall not be entitled to any allowance thereupon.

Separate itemized statements and itemized bills, covering the extra work done in each month on each order for extra work shall be delivered to the Project Manager

before the 5th day of the following month. All bills shall include vouchers showing the cost of materials supplied by the Contractor that have been actually incorporated into such extra work. The Contractor shall permit such examination of his books, bills, vouchers and accounts as the Project Manager may require in checking bills for extra work.

The decision of the Project Manager shall be final and binding upon all questions relating to extra work. If it is determined that any extra work bill is unreasonable or improperly performed, the Project Manager shall be empowered to require its revision and adjustment in accordance with such terms as they shall judge to be fair and reasonable.

The Project Manager will certify to the City those bills for authorized extra work, submitted in approved form and by the prescribed date, for which he recommends payment. Payment for approved extra work completed under the Contract during any month shall be subject to all the provisions of the Contract relating to the payment of current estimates. Should the work under any extra work order remain uncompleted during any month, the payment shall not be made until the correct estimate is determined for the month, or the entire work under said extra work order is completed. The Contractor shall not be entitled to any claim for interest on any bill for extra work on account of delay in its approval.

All approved extra work shall be considered a part of the Contract and shall be subject to all of the provisions thereof.

In case of neglect or refusal on the part of the Contractor to perform any required extra work, or to make satisfactory progress in its execution, the City may invoke the provisions of "O. Waiver of Contract and Right of Recovery of this Section". The Contractor shall not interfere with the prosecution of such work by the City.

During the progress of the extra work the Contractor shall carry forward all other parts of the work under the Contract, and may suspend any other part of the work only as approved by the Project Manager . No claim by the Contractor for extra compensation, including any claim for General Conditions, shall be allowed. The Contractor, however, shall be entitled to an extension of time to complete the work to the extent that the Project Manager shall certify that the work done under the Contract has been delayed by the performance of said extra work, provided that a claim for such extension shall be submitted in a timely manner.

K. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

1. EXTENSION OF TIME - If the amount of work done under the Contract is greater than indicated by the statement of quantities, or if the Contractor is materially obstructed or delayed in the procedure of the work by delay on the part of the City,

the Contractor shall be entitled to such extension of the Contract time for the completion of the work, or any phase of the work, as the Project Manager shall certify in writing to be just and proper. A claim for such extension shall be made by the Contractor by a written notice sent to the Project Manager within ten (10) days after the date when such alleged cause for extension of time occurred. The notice shall state specifically the amount of delay that the Contractor is claiming. If said statement, thus made out, is not received within the prescribed time, the claim for extension of time shall be forfeited and invalid.

No extension of time will be granted for ordinary delays, weather conditions or minor accidents.

2. **DEFAULT IN COMPLETION** - The Project Manager shall determine the number of working days that the Contractor is in default in completing the Contract, or any of its phases, within the specified period of time, and shall certify same to the City in writing. For each day so certified, the Contractor shall pay to the City the sum of \$100.00 per day, which sum is hereby agreed upon, not as a penalty, but as liquidated damages which the City will suffer by reason of such default, as the actual damage is difficult to quantify. The City, in its discretion, may extend the time for completion of the work beyond the Contract time. The City shall be fully authorized and empowered to deduct and retain the amount of any such liquidated damages for each day that the Contractor shall be in default in completing the work after the time fixed in the Contract, or after any later date to which the time for completion may have been extended, from any monies due or to become due to the Contractor under the Contract at any time after such default has occurred. The permitting of the Contractor to finish the work or any part of it after the time fixed for its completion, or after the time to which completion may have been extended, shall in no way operate as a waiver on the part of the City of any of its rights under the Contract.

#### L. EXECUTION OF WORK

1. Unless otherwise stated herein, the execution of work under this Contract shall not commence until the Contractor has received a written Notice to Proceed, signed by the Project Manager and the work shall begin within ten (10) working days of receipt and be carried on continuously to completion, subject to such suspensions as are provided for herein. The progress of the work shall be at a rate sufficient to complete the Contract, and its phases, in an acceptable manner within the time specified. If it appears that the rate of progress is such that the Contract is not being executed in a satisfactory and workmanlike manner, the Project Manager may order the Contractor to take such steps as he considers necessary to complete the contract within the time provided, or to prosecute the work in a satisfactory matter. The Contractor shall prepare and submit a written construction schedule, indicating the

manner and order in which the work is to be accomplished, prior to beginning construction. The schedule must be approved by the Project Manager.

2. **SUPERVISION AND DIRECTION OF WORK** - The Contractor shall supervise the Work. The Contractor is solely responsible for the means, methods, techniques, sequences and procedures of construction. At all times when work is progressing within the City, the Contractor shall provide one or more supervisors on site who are capable of communicating with all parties involved. The supervisor(s) shall be designated by the Contractor in writing, and shall have full authority to act on behalf of the Contractor, to bind the Contractor, and to stop work. Communications given to the designated supervisor(s) shall be as binding as if given to the Contractor. In the absence of a supervisor on site, no work on the project will proceed. A fine of \$200.00 shall be assessed against the Contractor for each occasion on which a designated supervisor is not present on site as required.

While it is intended that the Contractor shall be allowed, in general, to carry out the Contract in accordance with the approved schedule, the Project Manager shall have the discretion to direct the manner in which the work shall be prosecuted, and may exercise such general control over the conduct of the work at any time or place as shall be necessary to safeguard the interests of the City. The Contractor shall have no claim for damages or extra compensation by reason of any such change in scheduling or conduct of the work. The Contractor shall immediately comply with any and all orders and instructions given by the Project Manager, provided however that nothing herein contained shall be considered such an assumption of control over the work by the City or the Project Manager as to relieve the Contractor of any of its obligations or liabilities under this Contract.

3. **LINES, GRADES AND ELEVATIONS** - Unless otherwise specified the Project Manager will give all necessary lines, grades and elevations for the guidance of the Contractor and the Contractor shall conform his work thereto. Such lines, grades and elevations will be given as needed, but if for any reason minor delays should occur, the Contractor shall have thereby no claim for damage or extra compensation.

The Contractor shall preserve and maintain the position of all stakes, grade-boards and lines until authorized to remove same. If the Contractor fails to do so, any stakes or grade-boards that are moved shall be reset at the Contractor's expense. The Contractor shall furnish, when required, all necessary materials, labor and assistance, except for Project Manager assistance, for the setting of all stakes, grade-boards, line forms, etc., which may be required for the proper construction of the work.

Any work done without utilizing lines, levels and instructions provided by the Project Manager or without the supervision of any inspector will not be estimated

or paid for except when such work is authorized by the Project Manager. Work so done without lines, levels, and instructions of the Project Manager or without supervision of an inspector may be ordered removed and replaced at the Contractor's cost.

4. NOTIFICATION OF PROJECT MANAGER - The Contractor must notify the Project Manager or his representative at least twenty-four (24) hours prior to commencing work, if work has been suspended for any reason other than normal non-working days. Failure to so notify the Project Manager may result in material or work being declared unsatisfactory and being removed or redone at the Contractor's expense. The Contractor must obtain written approval from the Project Manager or his representative at least twenty-four (24) hours prior to suspending work, except for normal non-working days. In the event that work that scheduled commencement or suspension of work is delayed by inclement weather, the Project Manager must be notified immediately. The sum of \$50.00 for each such failure to notify shall be assessed against the Contractor. The monies will be deducted from any monies due to the Contractor under the Contract.
5. SATURDAY, SUNDAY AND HOLIDAY WORK - No exterior material may be placed on Saturdays, Sundays, or holidays, or after 5:00 p.m. on workdays, without the written consent of the Project Manager. A violation of this requirement may result in the removal of material at the Contractor's expense.
6. MAINTENANCE OF TRAFFIC - The Contractor shall carry on the work in such a manner so as to cooperate with all pedestrian and vehicular traffic in the vicinity. The Contractor shall make all reasonable efforts to keep access to adjacent properties open at all times. The attention of the Contractor is directed to the fact that right-of-way for emergency vehicles and/or construction vehicles must be maintained by the Contractor at all times.
7. WATER SUPPLY - The Contractor shall provide at his own expense such quantities of clean, potable water as may be required for any and all purposes under this Contract.
8. SANITARY ARRANGEMENTS - Approved sanitary conveniences for the use of laborers and others employed on the work, properly screened from public observation, shall be furnished and maintained at the Contractor's expense. The collections in the same shall be disinfected or removed on a regular basis.
9. WORKMANSHIP - All materials furnished and all work done shall be of the quality and character required by the drawings and/or Contract Documents. Where no standard is specified, such work or materials shall be of a kind acceptable to the Project Manager. Any unsatisfactory materials furnished or work done, at whatever time they may be discovered, shall be immediately removed and

satisfactorily replaced by the Contractor when notified to do so by the Project Manager . If the Contractor shall neglect or refuse to remove such unsatisfactory work or material within forty-eight (48) hours after the receipt of the notice to do so, or if he does not make satisfactory progress, the Project Manager may cause said work or material to be removed and satisfactorily replaced by other means. The expense thereof shall be charged to the Contractor. Such expense shall be deducted from any monies due or to become due to the Contractor under the Contract. Upon completion of the Contract, the entire work shall be delivered to the City in a satisfactory working condition.

10. **ADJUSTMENT OF STREET STRUCTURES** - It shall be the Contractor's responsibility well in advance of the beginning of work to notify all public utility corporations, municipal bureaus or owners to make all necessary adjustments to public utility fixtures and appurtenances within or adjacent to the limits of the construction. Unless otherwise specified, these adjustments will be made by the owners and in advance of construction. Any charges that may be made by the utility organizations for adjustments to structures shall be borne by the City.
11. **EMPLOYMENT OF SKILLFUL WORKMEN** - The Contractor shall employ only competent, skillful workers to do or supervise the work. Whenever the Project Manager shall, in writing, notify the Contractor that any person employed on the work is, in his opinion, incompetent, disobedient, disorderly, discourteous or otherwise unsatisfactory, such person shall be removed and shall not again be employed on the work except with the consent of the Project Manager.
12. **TIMBER AND BRUSH** - All cut timber and brush shall be removed from the site of the work in a timely fashion unless otherwise directed.
13. **CONSTRUCTION OUTSIDE THE RIGHTS OF WAY OF THE CITY** - Where the construction lies outside its rights of way, the City has or will obtain the permission from the owner to occupy the property during construction. The Contractor shall not move any equipment or materials outside the right of way or construction strips and shall not commence any clearing within or outside the rights of way until authorized by the Project Manager. The Contractor shall confine his operations strictly within the limits of the rights of way of the City and the construction strips, unless he has the written permission of the owner of the property to occupy additional ground. Trees in the construction strips shall not be cut down except with the written permission of the owner of the property. Trees within the limits of the rights of way of the City shall not be cut down without the written permission of the Project Manager.

The Contractor shall so conduct his work in rights of way that there will be a minimum of disturbance of the properties crossed. Fences shall be disturbed as

little as possible and if damaged or removed shall be replaced to the satisfaction of the owner.

14. CONSTRUCTION IN VICINITY OF TREES - In general, the State Department of Forestry has control over trees in public areas such as roads, streets and public rights of way. To cut down any trees in these areas, permission of the State must be obtained. Any other trees may be cut down only with the written permission of the Project Manager or other owner of the property. The Contractor shall exercise due care not to unnecessarily injure any trees. The Contractor shall carry on his operations in conformity with the requirements of the State Department of Forestry without additional compensation over the price bid for the work.
15. UTILITIES - The Contractor shall be responsible for contacting all agencies relative to their installations and for locating them in the field. The Contractor shall be prepared to modify operations in order to accommodate utilities and shall bear the expense of all repairs to utilities damaged as a result of activities undertaken as part of the project.

M. REMOVAL OF DEFECTIVE WORK AND CONDEMNED MATERIAL

1. DEFECTIVE WORK - Neither the inspection or supervision of the work, nor the presence or absence of any employee of the City during the execution of any part of the work, shall relieve the Contractor of any of his obligations under the Contract or of conforming his work to the lines, grades and elevations given by the Project Manager. 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 or to have been damaged at any time before the final acceptance of the whole work, the Contractor shall make good such defective and damaged work at his own cost, even though said defect or injury may not have been due to any act, default or neglect on the Contractor's part. All materials shall be carefully examined by the Contractor for defects just before placing, and any material found defective shall not be placed in the work.
2. REMOVAL OF CONDEMNED MATERIAL - If any material brought upon the site or selected for use in the work shall be condemned by the Project Manager as unsuitable or not in conformity with the Contract Documents, the Contractor shall forthwith remove it from the City. Condemned materials not removed within forty-eight (48) hours after the receipt of notice by the Contractor, may be removed by the City and the cost of said removal shall be deducted from any monies due or to become due to the Contractor under the Contract.

N. SUSPENSION, ABANDONMENT OR DELAY IN THE WORK

1. **SUSPENDING WORK** - The City may suspend the whole or any part of the work under this Contract, if in its judgment such action is necessary or advisable.
2. **ABANDONMENT OR DELAY IN THE WORK** - If the work under this Contract shall be abandoned by the Contractor, or if at any time the Project Manager shall determine, that the performance of the Contractor is unnecessarily or unreasonably delayed, or that the Contractor is violating one or more provisions of the Contract, or is executing the same in bad faith, or if the work is not fully completed within the time allowed for its completion, together with such extensions of time as may have been granted, the City, by written notice, may order the Contractor to discontinue all work under the Contract, or any part thereof. Upon receipt of such notice, the Contractor shall discontinue the work, or such part thereof, and the City shall have the right to complete said work and charge the Contractor for same. The City may deduct the entire cost of said work from any monies due or to become due the Contractor under the Contract. For such completion of the work, the City may take possession of and use any or all materials, tools, machinery and appliances found on the site of the work.

When any part of the Contract is carried out by the City under this section, 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 workmen employed by the City.

O. WAIVER OF CONTRACT AND RIGHT OF RECOVERY

1. **WAIVER OF CONTRACT** - Neither the acceptance of the whole or any part of the work by the Project Manager or the City or any of its employees, or any order, measurement or certified by the Project Manager or any order of the City for the payment of money, or any payment by the City for the whole or any part of the work, or any extension of time, or any possession taken by the City or its employees, shall operate as a waiver of any portion of the Contract or of any power therein reserved to the City, or any right to damages therein provided. Nor shall any waiver of any breach of the Contract be held to be a waiver of any other or subsequent breach.
2. **RIGHT OF RECOVERY** - The City shall not be precluded or estopped by any certificate made or given by the City or any of its agents, servants, or employees, under any provision of the Contract, from showing the true and correct amount and character of the work done and materials furnished by the Contractor or any other person under the Contract, at any time before or after the final completion and acceptance of the work and payment therefore, or from showing at any time that any such certificate is untrue and/or incorrect or improperly made in any particular,

or that the work, or any part thereof, does not in fact conform to the Contract Documents. Notwithstanding any such certificate, or payment made by reason thereof, the City shall not be precluded or be estopped from demanding and recovering from the Contractor such damages as it may sustain by reason of his failure to comply with the terms of the Contract.

P. USE OF THE PREMISES

The City of College Park will have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work or the restoration of any damaged work.

Prior to substantial completion, the City may use any completed or substantially completed portion of the work. Such use shall not constitute an acceptance of such portions of the work.

Q. PAYMENTS TO THE CONTRACTOR

1. **CURRENT ESTIMATES** - The Project Manager will prepare, on a monthly basis, his written estimate of the amount of work completed under the Contract. Such estimate may be approximate and shall be subject to correction in later estimates. Current estimates shall not contain any allowance for materials delivered upon the site of the Work but not incorporated therein, and the Contractor shall not be entitled to receive any payment therefore.

Upon approval by the Project Manager, the City will pay to the Contractor up to ninety percent (90%) of the total amount of the estimate, provided, however, that the City may retain out of any such payments any or all sums it is authorized to retain by the terms of the Contract and/or any applicable law. The City shall be entitled to retain an additional five percent (5%) of the estimate pending receipt from the Contractor of any certificates required by the Project Manager from utilities. Further, payments on current estimates may be withheld at any time if, in the judgment of the Project Manager, the Contractor is not in compliance with the terms of the Contract.

2. **MEASUREMENT OF WORK AND MATERIAL** - All quantities, work and material to be paid for will be measured and determined by the Project Manager in his sole discretion, according to the specifications, drawings, additional instructions in writing, and detail drawings that may be given to carry out the work required by the Contract Documents. No allowance will be made for any excess above the quantities required by the specifications, additional instructions in writing, and detail drawings on any part of the Work, except where such excess material has been supplied or work done by order of the Project Manager and in the absence of

default or negligence on the part of the Contractor. Should the dimensions of any part of the work or of the materials be less than those required by the drawings or the directions of the Project Manager, only the actual quantities placed will be allowed in the calculations of the total price to the City.

3. EVIDENCE OF PAYMENT - The Contractor shall certify to the City 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, have been fully paid or secured. In the event such evidence is not furnished by the Contractor, such amount as may be deemed necessary by the City to pay such claims may be retained by the City out of any money due the Contractor under the Contract until such claims have been fully discharged.
4. FINAL ESTIMATE - When the Project Manager shall deem that the Contractor shall have fully completed the work under the Contract, he shall make a written final estimate based upon actual measurements, of the whole amount of authorized work done by the Contractor and of the value thereof under the terms of the Contract, and shall certify to the City the completion of the work and the amount of the final estimate. All current estimates are subject to correction in the final estimate. The Project Manager's measurements upon which the final estimate is based, shall be deemed to be, and shall be, final and conclusive.

Upon approval of the final estimate, the City will notify the Contractor, in writing, of the acceptance of the work and transmit to him a copy of the final estimate. Out of the amount representing the total of the final estimate, the City shall deduct five (5) percent, which shall be in addition to any and all other amounts which under the Contract it is entitled or required to retain, and shall hold said sum for a period of six (6) months from and after the date of payment of the final estimate. Such part as may be necessary, or all of said retained sum, shall be applied to any expense which may be deemed to have been caused by failure of the Contractor to comply with the terms of the Contract, or to any breach of the Contract on the part of the Contractor. The City shall be empowered to make any required repairs or renewals during said period without notice to the Contractor if it shall judge such action to be necessary, or if after notice, the Contractor shall refuse or neglect to do said required work or make satisfactory progress thereon within such period as the Project Manager shall consider necessary or reasonable. Further, the City is entitled to retain five percent (5%) of said sum pending receipt from the Contractor of any certification required by the Project Manager from utilities. In addition, the City shall retain those sums equal to any outstanding unpaid amounts claimed by any suppliers, sub-contractors, or others for labor or materials contributed to the work.

Within fifteen (15) days after the approval of the final estimate, the City will pay to the Contractor those sums remaining after the deductions as set out herein.

5. FINAL PAYMENT - Upon the expiration of the aforesaid period of six (6) months succeeding the payment of final estimate, the City will pay to the Contractor all sums reserved or retained, less such amounts as it may be entitled under the provisions of the Contract to permanently retain.

R. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

1. TERMINATION OF CITY'S LIABILITY - The acceptance by the Contractor of the final payment shall release the City and every officer, employee and agent thereof, from all claims by the Contractor made for work and/or materials provided under the Contract.

S. LIABILITY INSURANCE

Contractor will purchase from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in Maryland and maintain during the entire term of this Contract, comprehensive general liability insurance, automobile liability insurance, and workers' compensation insurance with limits of not less than those set forth below. On each policy, Contractor will name the City and the Maryland-National Capital Park and Planning Commission as additional insureds, with the exception of the workers compensation insurance and will provide an additional insured endorsement.

- i. Comprehensive General Liability Insurance:
  - (1) Personal injury liability insurance with a limit of \$2,000,000 each occurrence/aggregate;
  - (2) Property damage liability insurance with limits of \$2,000,000 each occurrence/aggregate.

All insurance shall include completed operations and contractual liability coverage. Contractor shall obtain builder's risk insurance. The City will not be liable for any damages during construction.

- ii. Automobile Liability Coverage: Automobile fleet insurance \$1,000,000 for each occurrence/ aggregate; property damage - \$500,000 for each occurrence/aggregate.)
- iii. Workers' Compensation Insurance: Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance. Contractor shall provide workers' compensation insurance meeting the statutory limits for Maryland and Employers' Liability limits of \$500,000. All corporations are required to provide Workers' Compensation Certificates of Insurance.

Contractor covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Contractor on behalf of the City under this Agreement. Copies of the certificates of insurance and additional insured endorsements for all required coverage shall be furnished to the City within ten (10) business days following the execution of this contract and prior to commencement of any work. The City shall receive 30 days prior notice of any amendment, reduction or elimination of the insurance coverage required herein.

Provision of any insurance required herein does not relieve Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded, or for which the Contractor may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the City's immunities or any damage limits applicable to municipal government as provided by law.

The Contractor shall also furnish to the City a Certificate of Insurance and additional insured endorsement in like amounts for any approved sub-contractor prior to commencement of work in the City.

The required insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Coverage will be primary and noncontributory with any other insurance and self-insurance.

Any special hazards, such as blasting, shall be covered by a rider or riders to the Public Liability and/or Property Damage Insurance policy or policies to cover any special hazards which may develop in the course of the work with such companies and in such amounts as may be approved by the City.

The Contractor shall indemnify and save harmless the City, its officers, agents, servants, and employees, from all suits, actions, and damages or costs of every kind and description arising directly or indirectly out of the performance of the Contract, including attorneys' fees, whether caused by actions or omissions on the part of the Contractor, its agents, servants and employees, or to other causes.

T. MAINTENANCE GUARANTEE

The Contractor shall warrant all of the work performed under this Contract for a maintenance period of one (1) year after the date of conditional acceptance thereof by the City.

In case of the Contractor neglects to make such repairs required during the maintenance period, the City may cause such damage to be repaired and made good at the cost of and expense of the Contractor.

Upon the expiration of the maintenance period, the Project Manager shall make a final inspection of the entire work and upon completion of all repairs or renewals which may appear at that time to be necessary in the judgment of the Project Manager, he shall certify to the City in writing as to the final acceptance of the entire work.

U. RESOLUTION OF CONTRACT QUESTIONS

The Project Manager shall decide any and all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work and shall decide all questions which may arise as to the interpretation of any or all plans relating to the work and of the specifications and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor; and the Project Manager shall determine the amount and quantity of the several kinds of work performed and materials which are to be paid for under the Contract and such decision shall be final and conclusive, in case any question shall arise, shall be a condition precedent to the right of the Contractor to receive any money due under the Contract. Any doubt as to the meaning of the wording of the specifications, Contract, the intent of the plans and all directions and explanations requisite or necessary to complete the work, or make definite any of the provisions of the specifications, Contract or plans and to give them due effect, will be interpreted by the Project Manager. The decision of the Project Manager shall be final.

#### **IV. SPECIAL PROVISIONS**

##### **A. MEETINGS**

The Contractor, or designated Supervisor, shall be available to meet with the Project Manager, and any State, County or City or Commission representative on an as-necessary basis.

##### **B. GUARANTEE OF UNIT PRICE**

The unit prices in the Contract shall be guaranteed by the Contractor for up to and until the completion of the project.

##### **C. WAIVER OF LIENS**

The Contractor shall provide a signed, notarized waiver of liens to the Project Manager upon completion of the work, which shall state that all liens have been fully paid.

##### **D. INTERIM AND FINAL INSPECTIONS**

Upon completion of the work, or various phases of the work, as appropriate, the Project Manager, in conjunction with any required governmental inspector and representative of the Maryland-National Capital Park and Planning Commission, may also make periodic and final inspections, as necessary, will inspect the completed project or part thereof, and if deficiencies are present, shall so inform the Contractor, who shall have all said deficiencies corrected. The Contractor shall provide written certification that streets and rights of way are on grade. The Contractor is responsible for ensuring that all necessary inspections are scheduled and performed by the appropriate individual and/or agency. The Project Manager shall be notified immediately of any adverse or unexpected conditions located in the field in order to allow for inspection before further action is taken or work performed in that area.

##### **E. WORK RECORDS**

The Contractor is responsible for maintaining all records necessary to demonstrate the cost, in terms of labor and materials, and for providing a final accounting of costs, of all phases of this Contract, as required by the City. This project is subject to audit by the City. The Contractor agrees to make all of its records available to the City upon request.

The records of the Contractor must be in sufficient detail to determine the nature of the costs incurred and/or expenditures made or claimed by the Contractor for the Project. Contractor accounting records shall be maintained for a period of three (3) years after the final completion and acceptance of the Project.

F. CONTRACT DOCUMENTS

The Contract Agreement and the following enumerated documents form the contract:

Request for Proposals

Bid Proposal Forms and Affidavits

General Provisions

Special Provisions

Addenda

Exhibit A Old Parish House Historic Structures Report dated July 4, 2016

Secretary of Interior's Standards and Guidelines for Archaeology and Historic Preservation

Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings

Old Town College Park Historic District Design Guidelines

Exhibit B Preservation Grant and Easement Contract between the City and the Maryland-National Capital Park and Planning Commission dated April 20, 2017

Permits

Bid Bond

Performance Bond

Labor and Materials Bond

Other Documents Contained within the Bid Specifications

Certifications and Affirmations required by the City

Schedule of Work

**CITY OF COLLEGE PARK, MARYLAND**  
**Request for Proposals CP-18-09**  
**Historic Window Repair Work - Old Parish House**

**BID PROPOSAL FORM (4 PAGES)**

CITY OF COLLEGE PARK  
Project Manager  
Robert Marsili  
[rmarsili@collegeparkmd.gov](mailto:rmarsili@collegeparkmd.gov)

BID DUE DATE: June 1, 2018  
TIME: 2:00 p.m.

---

(to be filled out by bidding company)

hereby submits the following proposal for the **Historic Window Repair Work - Old Parish House RFP CP-18-09**. Having carefully examined the Request for Bid Proposals, Instructions to Bidders, the General Provisions, Special Provisions, the Plans and Specifications, the proposed Contract and **Addenda Numbered** \_\_\_\_\_ (complete if any addenda were issued, or enter "None"), and having received clarification on all items of conflict or upon which any doubt arose, and understanding that all unit prices bid will remain in effect throughout the term of the contract, whether completed at one time or in interrupted phases, the undersigned proposes to furnish all labor, equipment, materials, etc., required by the documents for the entire work, all in strict accordance with the contract documents, for the stipulated sum of:

**A. Total Price (to include all permits and bonds)**

---

(Written)

\$ \_\_\_\_\_  
(Figures)

**SPECIAL TERMS AND CONDITIONS:**

- A. Failure to properly and completely fill in all blanks may be cause for rejection of this proposal.
  
- B. It is understood that the proposal price will be firm for a time period of one hundred twenty (120) calendar days from the proposal opening date, and that, if the undersigned is notified of acceptance of this proposal within this time period, the Bidder shall execute a contract for the above stated compensation. The contract is a one-year contract that expires four months after notice to proceed. The City reserves the right to extend this contract for an additional amount of time, if necessary.

- C. Accompanying the Proposal is a fully executed bid bond security in the amount of 5% of the total bid amount. Bid bonds, except those of the top three Bidders, will be returned after the related contract has been executed.
- D. The prices shall be stated in both words and figures.
- E. In submitting this bid, the Bidder certifies that the Bidder:
  - a. Currently complies with the conditions of §69-6 “Equal Benefits” of the City Code, by providing equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners; or
  - b. Will comply with the conditions of §69-6 at time of contract award; or
  - c. Is not required to comply with the conditions of §69-6 because of allowable exemption.
- F. In submitting this bid, the Bidder certifies that the Bidder does not discriminate on the basis of age, race, color, creed, pregnancy, religion, national origin, ancestry, disability, marital status, sex, sexual orientation, gender identity, physical characteristic or other unlawful basis of discrimination.

Name of Bidder: \_\_\_\_\_

Name of Individual Authorized to Bind the Bidder \_\_\_\_\_

Signature: \_\_\_\_\_

Federal ID Number: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Construction Firm License No.

\_\_\_\_\_  
Date Issued

\_\_\_\_\_  
Place of Issuance

TO BE SUBMITTED WITH BID

**RFP CP-18-09**  
**CERTIFICATE OF REGISTRATION**

- A. Bidders are required to show evidence of a Certificate of Registration before the bid may be received and considered on a general contract or subcontract of \$20,000.00 or more. The Bidder shall place on the outside of the envelope containing his bid and in his bid over his signature the following notation: “Registered Maryland Contractor No. \_\_\_\_\_” as well as providing this information on this form.
  
- B. An opinion by the Attorney General has granted an exemption to all properly qualified non-resident corporations as well as to resident General Contractors and Subcontractors. These firms need merely apply for an Exemption Certificate in order to meet the requirements of the law. Individuals, firms, partnerships and associations are required to qualify by application and submission of a financial statement. Bids on Federal projects are exempt under the law.
  
- C. The bidder shall provide its Federal Employer Identification Number.

Federal EIN Number: \_\_\_\_\_

TO BE SUBMITTED WITH BID

**RFP CP-18-09**  
**NON-COLLUSION AFFIDAVIT**

The following affidavit is attached hereto and made a part thereof.

STATE OF \_\_\_\_\_ )

ss:

CITY/COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_ being first duly sworn, deposes and say: That he/she  
(name of affiant)

is the \_\_\_\_\_  
(Title)

of \_\_\_\_\_  
(Name of Corporation)

(or a partner of \_\_\_\_\_).  
(Name of Partnership)

The party making the foregoing Bid; that (he has not) (no officer of the said Corporation has) (no member of the said Partnership has) nor has any person, Firm or corporation acting on (his) (its) (their) behalf, agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the Bid being submitted herewith; and that (he) (the said Corporation) (the said Partnership) has not in any manner, directly or indirectly entered into any Agreement, participated in any Collusion to fix the Bid Price of the Bidder herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the within Bid is submitted; that in making this Affidavit, the Affiant represents that he/she has personal knowledge of the matters and facts herein stated. I HEREBY CERTIFY UNDER THE PENALTIES OF PERJURY THAT THE FOREGOING IS TRUE TO THE BEST OF MY KNOWLEDGE AND INFORMATION

\_\_\_\_\_  
(SEAL)

To be signed by Bidder, if the Bidder is an Individual, or by a *Partner*, if the Bidder is a Partnership, or by a duly authorized Officer, if the Bidder is a Corporation

**RFP CP-18-09**  
**AFFIDAVIT WITH RESPECT TO NON-CONVICTION, NON-**  
**SUSPENSION AND FALSE PRETENSES**

I hereby affirm that:

- (1) I am the \_\_\_\_\_ (Title) and duly authorized representative of \_\_\_\_\_ (Name of Business Entity) whose address is \_\_\_\_\_ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.
- (2) Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted, or in an official investigation or other proceeding admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery or conspiracy to bribe under the provisions of Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported); and
- (3) Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted under a State or federal law or statute of any offense enumerated in §16-207 of the State Finance and Procurement Article; and
- (4) Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been found civilly liable under a State or federal antitrust statute as provided in §16-207 of the State Finance and Procurement Article.
- (5) Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees who will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction have been debarred or suspended under this subtitle
- (6) Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, information and belief, any officer, director, partner, member or associate thereof; nor any of its employees directly involved in obtaining contracts with the Town, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses under the laws of any state or federal government, based upon acts committed after July 1, 1981.
- (7) State "none" below or, as appropriate, list any suspension, debarment, conviction, plea or admission described in Paragraph 2 - 6 above, with the circumstances, date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any.

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I acknowledge that this affidavit is to be furnished, where appropriate, to the City of College Park, Maryland, under Section 16-311 of the State of Maryland Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the City of College Park may terminate any contract awarded and take any other appropriate actions. I further acknowledge that I am executing this affidavit in compliance with Section 16-309 of the State Finance and Procurement Article of the Annotated Code of Maryland, which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the Town.

I further affirm that the business entity is properly registered to do business in the State of Maryland.

I do solemnly declare and affirm under the penalties of perjury that the contents of the affidavit are true and correct.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

Printed Name: \_\_\_\_\_

TO BE SUBMITTED WITH BID

TO BE SUBMITTED WITH BID

**INFORMATION REGARDING THE BIDDER  
RFP CP-18-09**

City of College Park

1. Name of Bidder \_\_\_\_\_  
(Individual /Firm/Corporation)

Place of Business of Bidder \_\_\_\_\_

Telephone Number (     ) \_\_\_\_\_

Email address of contact person \_\_\_\_\_

2. Is the business incorporated?           \_\_\_\_\_ Yes           \_\_\_\_\_ No

Non-Corporation Business

3. If response to item # 2 above is No, list the name and business and residence address of each individual having a ten percent (10%) or greater financial interest in the business.

<u>Name</u>	<u>Business address</u>	<u>Residence Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Corporate Business Entities - Please answer items 4 and 5.

4. List all officers of the corporation, their business address and the date on which they assumed their respective offices.

<u>Name</u>	<u>Office</u>	<u>Business address</u>	<u>Date Office Assumed</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

5. List the members of the current Board of Directors, and their business address.

<u>Name</u>	<u>Business Address</u>
_____	_____
_____	_____
_____	_____

6. Please provide information concerning work that you have done within the last five (5) years, including work that is similar to the Project and work for any Maryland governmental units or agencies, on the attached References form.

7. Bidders will answer the following questions: (The word “you” refers any individual, partnership, partner and/or corporation and it’s officers.)

a. Have you ever failed to complete any work awarded to you? \_\_\_\_\_  
If yes, state where and why \_\_\_\_\_

b. Have you ever been affiliated with some other organization that failed to complete a contract? \_\_\_\_\_  
If yes, state name of individual and reason therefore. \_\_\_\_\_

c. With what other businesses are you affiliated? \_\_\_\_\_

d. Please list all persons who will supervise the work under the Contract? \_\_\_\_\_

e. Identify all personnel who will be employed to prosecute the work described in the Contract Documents and list their hourly rate.

\_\_\_\_\_  
\_\_\_\_\_

f. Provide telephone number(s) for 24 hour a day emergency contact. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

g. Identify all subcontractors, materialmen, and suppliers that you intend to use in performing the work under the Contract, and specify the work each is expected to perform.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Name of Bidder

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

TO BE SUBMITTED WITH BID

**RFP CP-18-09  
REFERENCES**

List up to six (6) projects--include the following information:

1. \_\_\_\_\_  
Name of Project  
  
\_\_\_\_\_  
Physical Address, including City and State  
  
\_\_\_\_\_  
Point of Contact, including address and phone number  
  
\_\_\_\_\_  
Brief description of project  
Percentage of work forces participating on project: \_\_\_\_\_  
Construction value: \_\_\_\_\_
  
2. \_\_\_\_\_  
Name of Project  
  
\_\_\_\_\_  
Physical Address, including City and State  
  
\_\_\_\_\_  
Point of Contact including address and phone number  
  
\_\_\_\_\_  
Brief description of project  
Percentage of work forces participating on project: \_\_\_\_\_  
Construction value: \_\_\_\_\_

3.

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Physical Address, including City and State

\_\_\_\_\_  
Point of Contact including address and phone number

\_\_\_\_\_  
Brief description of project

Percentage of work forces participating on project: \_\_\_\_\_

Construction value: \_\_\_\_\_

4.

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Physical Address, including City and State

\_\_\_\_\_  
Point of Contact including address and phone number

\_\_\_\_\_  
Brief description of project

Percentage of work forces participating on project: \_\_\_\_\_

Construction value: \_\_\_\_\_

5.

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Physical Address, including City and State

\_\_\_\_\_  
Point of Contact including address and phone number

\_\_\_\_\_

\_\_\_\_\_  
Brief description of project

Percentage of work forces participating on project: \_\_\_\_\_

Construction value: \_\_\_\_\_

6.

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Physical Address, including City and State

\_\_\_\_\_  
Point of Contact including address and phone number

\_\_\_\_\_

\_\_\_\_\_  
Brief description of project

Percentage of work forces participating on project: \_\_\_\_\_

Construction value: \_\_\_\_\_

TO BE SUBMITTED WITH BID

**RFP CP-18-09**  
**TENTATIVE CONSTRUCTION SCHEDULE**

**Attach tentative construction schedule – Gantt chart preferred**

TO BE SUBMITTED WITH BID

**RFP CP-18-09  
BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

that we, \_\_\_\_\_ as Principal, hereinafter called the  
Principal, and \_\_\_\_\_ a corporation duly organized under the  
laws of the State of \_\_\_\_\_, as Surety, hereinafter called  
the Surety, are held and firmly bond unto City of College Park, hereinafter called "City",  
for the sum of \_\_\_\_\_, for the payment of which sum, the said  
Principal and the said Surety bind ourselves, our heirs, executors, administrators,  
successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

NOW, THEREFORE, if the Principal, upon acceptance by the City of its bid identified above,  
within the period specified herein for acceptance, being 120 days if no period is otherwise  
specified, shall execute such further contractual documents, if any, and give such bond(s), as  
may be required by the terms of the bid as accepted within the time specified, being ten (10) days  
if no period is otherwise specified, after receipt of the forms, or in the event of failure so to  
execute such further contractual documents and give such bonds, if the Principal shall pay the  
City for any cost of procuring the work which exceeds the amount of its bid, then the above  
obligation shall be void and of no effect.

The Surety executing this instrument hereby agrees that its obligation shall not be impaired by  
any extension(s) of the time for acceptance of the bid that the Principal may grant to the City,  
notice of which extension(s) to the Surety being hereby waived; provided that such waiver of  
notice shall apply only with respect to extensions aggregating not more than 120 calendar days in  
addition to the period originally allowed for acceptance of the bid.

In Presence of:

WITNESS:

Individual Principal

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

**Co-partnership Principal**

\_\_\_\_\_  
(Name of Co-Partnership)

WITNESS:

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

**Corporate Principal**

\_\_\_\_\_  
(Name of Corporation)

Attest:

\_\_\_\_\_

Corporate Secretary

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

Title \_\_\_\_\_

AFFIX  
CORPORATE  
SEAL

SURETY \_\_\_\_\_  
Name of company

Attest:

\_\_\_\_\_

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

Title: \_\_\_\_\_

## CORPORATE ACKNOWLEDGEMENT – Signing Bond

STATE OF MARYLAND ) ss:  
CITY/COUNTY OF \_\_\_\_\_ ) :

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned notary public, personally appeared \_\_\_\_\_,  
(Corporate Secretary or other Officer)  
and acknowledged as follows:

That he/she is the \_\_\_\_\_ of the  
(Title)  
\_\_\_\_\_, a corporation in good standing in the State of  
(Name of Corporation)  
Maryland and named as Principal in the attached instrument;

That \_\_\_\_\_ as \_\_\_\_\_  
of said corporation, being so authorized, did sign the foregoing instrument on behalf of the Principal;

That said signature is genuine and that said instrument was duly signed, sealed, and attested to on behalf of the said corporation by authority of the following officers of said corporation:

_____ (Name)	_____ (Title)
_____ (Name)	_____ (Title)
_____ (Name)	_____ (Title)

and that said acknowledgement of the said instrument is the free act and deed of the said corporation.

(SEAL)

\_\_\_\_\_  
Notary Public

**CITY OF COLLEGE PARK CONTRACT**  
**Request for Proposals CP-18-09**  
**Historic Window Repair Work - Old Parish House**  
**SAMPLE CONTRACTOR AGREEMENT**

THIS CONTRACT is effective this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the City of College Park, (hereinafter referred to as the “City”) and \_\_\_\_\_ (hereinafter) referred to as “Contractor”.

WHEREAS, the City wishes to provide for **Repair Work - Old Parish House**; and

WHEREAS, the Contractor is willing to provide said services.

NOW THEREFORE, the parties hereto agree as follows:

**I. SCOPE OF WORK**

The work required of the Contractor will be performed in coordination with the City and Robert Marsili, Assistant Director, Public Works Operations & Facilities as project manager. The work to be performed by the Contractor is as follows:

The work to be completed under this contract shall include all labor, equipment and materials necessary to repair, replace and paint the historic windows, repair and paint the exterior doors, replace gutters and downspouts and other exterior wood elements of the Old Parish House, located at 4711 Knox Road, College Park, MD 20740, which is a contributing resource in the Old Town Historic District. As a result, materials should conform as much as practicable with existing historic features. An Old Parish House Historic Structures Report dated July 4, 2016, detailing existing conditions, is attached as Exhibit A.

The scope of work includes the following, and any work, including without limitation removal and proper disposal of debris, that is incidental thereto:

**The window restoration work will use traditional Dutchman repairs wherever possible to preserve the integrity of the original wood. Any new paint will be carefully matched. Restoration work on exterior wood doors, wood trim and wood siding will utilize, as much as possible, the existing structures and materials.**

**B. WINDOW RESTORATION AND REPLACEMENT**

The window restoration work will include the following:

Remove window sashes; remove paint; repair sashes and replace any broken or cracked glass as necessary; re-glaze; paint, install weatherization system; reinstall window

sashes with new sash cords for double-hung windows and install exterior screens for the bottom sash of the double hung windows. Clean and repair or replace any damaged window hardware to match original. Any rotten wood will be replaced using traditional Dutchman repairs to the greatest extent possible. Early moldings and stops will be retained whenever possible. For the kitchen window opening, a new window will be fabricated to match the dimensions and materials of the existing window. Similarly, a new window will be fabricated for the basement opening that matches the original window adjacent. All new windows and components to be fabricated from solid clear grained wood to match existing or spanish cedar or Cypress wood.

#### B. WINDOW “SASH” RESTORATION

1.) Mock-Up: Before proceeding with fabrication and repair of windows, prepare mock-up. Repair one existing window selected by Owner. Repairs to include wood replacement, wood consolidation, epoxy repair, putty replacement, and finish. Include installation of new screen as part of mock-up. Retain mock-up as quality standard for acceptance of the completed window work. If accepted, mock-up may be incorporated as part of work.

2.) Contractor shall submit product data on adhesives, consolidants, epoxies, sealants, primers, and paints for approval by Owner prior to start of work.

3.) Remove sash, number as to location, transport to restoration shop.

4.) Install temporary ½” plywood panels. (consider 24’ x 24” plexiglass light panels)

- k.) Remove all paint, glazing compound and glass from interior and exterior side of sash
- l.) Re-glue and dowel joints as needed. Any full replacement of sash and or component parts, due to deterioration beyond repair must be brought to the project managers attention immediately
- m.) Make wood/dutchman and epoxy repairs necessary to create a smooth, structural repair.
- n.) Reuse as much of the original glass as possible. New glass to match original thickness, clear glass after painting.
- o.) Apply two (2) coats of primer, (2) coats of interior and (3) coats of exterior paint. Clean glass after painting.
- p.) Install top sash fixed and non-operable. Caulk top sash perimeter. Existing fixed non-operable sash to remain as such.
- q.) Provide and install new sash cord or chain to existing weights and pulleys.
- r.) Install zinc jamb weather strip at sides of sash, weather-seal routed into new parting bead and interior stop. Slot lower sash at meeting rail to accept kerf applied weather –seal and bottom rail for zinc sill weather strip and slot for weather seal, (2 seals at bottom rail)
- s.) Paint as needed all exterior and interior replacement parting bead and interior stop trim. Clean or replace sash locks and pulls.
- t.) Clean any construction debris created on site during removal and installation of windows. All work to be performed on site per EPA regulations.
- o.) Any Permits will be acquired by the contractor.

#### C. EXTERIOR WINDOW TRIM AND FRAME REPAIR AND REPAINT

- 1.) Scrape exterior loose and peeling paint and caulk.
- 2.) Putty holes. Epoxy repairs as necessary to create a sound and consistent surface.
- 3.) Caulk open joints. Apply two (2) coats of primer and (2) coats of finish paint.
- 4.) Clean any construction debris created on site during removal and installation of windows.
- 5.) All work to be performed on site per EPA regulations.
- 6.) The window restoration will use traditional Dutchman repairs wherever possible to preserve the integrity of the original wood. Any new paint will be carefully matched. Restoration work on exterior wood doors, wood trim and wood siding will utilize, as much as possible, the existing structures.

#### D. WINDOW SCHEDULE

**1<sup>st</sup> Floor:** Seven (7) double hung windows, (2) fixed non-operable windows and (2) new 4 over 4 double hung window units mullied together in kitchen where single non-historic replacement window is located. New windows to match original existing in profile and design.

**Basement:** (2) new window units including frames, exterior trim and 3 lite sash to match original existing in profile and design.

All new windows and components to be fabricated from solid clear grained Spanish cedar or cypress wood.

#### E. RESTORE AND REFINISH 3 EXTERIOR DOORS:

- 1.) Remove door from hinges and hardware
- 2.) Sand/Remove old paint down to bare wood
- 3.) Repair and fill any voids or any damages or rotted wood with putty
- 4.) Sand any repaired areas smooth and clean and remove all dust to prepare for re-painting
- 5.) Remove all dust from the surface, first with a brush and then with a tack cloth or clean, soft cloths. Apply two (2) primer coats to the door surface and allow it to dry. Apply two
- 6.) enamel top coats.

#### F. REPAIR AND REFINISH EXTERIOR WOOD TRIM (Fascia, Soffits, Rake and Wood Siding)

- 1.) Chemically strip built up paint coatings on the exterior woodwork.
- 2.) remove and replace any damaged or deteriorated exterior wood soffit, fascia or wood siding
- 3.) Apply primer and finish coats with two (2) coats to match the appearance of the original paint

#### G. REPLACE EXISTING K-STYLE GUTTERS AND DOWNSPOUTS WITH HALF ROUND GUTTERS AND ROUND DOWNSPOUTS:

- 1.) Replace approximately 160 feet of existing K style gutters and 120 feet of square downspouts with new 6-inch half round gutters (on main roof) and 5-inch half round gutters (kitchen wing roof) and 4-inch round downspouts. Gutters and downspouts shall be

galvalume mill finish. Contractor shall submit samples and proposed method for hanging gutters and downspouts prior to start of work. Provide concrete splash blocks at each downspout.

- 2.) Inspect and repair and replace any deteriorated fascia board and soffit wood at \$5.00 a linear foot and time and materials
- 3.) Any wood replaced will be primed and painted to match existing trim
- 4.) Install gutter guards on all new gutters to protect gutters from clogging with leaves and debris

#### H. LEAD-BASED PAINT PROVISIONS (LBP):

General: Perform all work that disturbs lead-containing paint, handle all material that involves lead-containing paint, and transport and dispose of all lead-containing paint and residue in compliance with LEAD-BASED PAINT PROVISIONS of all applicable federal, state, and local laws and regulations for identification, removal, labeling, handling, containerization, transportation, and disposal of lead-containing material including, but not limited to, those referenced herein.

#### I. STANDARDS AND GUIDELINES:

The Contractor agrees that it will follow all applicable federal and state laws, regulations, guidelines, and technical standards, including the *Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation* and the *Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings* in performing the work under the Contract.

The Contractor shall furnish all of the material and perform all of the work as described in these Contract Documents.

#### II. DATES OF WORK

Work under this contract shall begin on or before July 1, 2018 and shall be substantially completed within 60 days and in any event by August 31, 2018. Provisions for liquidated damages for failure to comply with the Contract Time are set forth in the General Provisions. Time is of the essence to this Contract.

#### III. CONTRACT PRICE

The City agrees to pay the Contractor the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the performance of the Contract.

#### IV. CONTRACT DOCUMENTS

This Contract and the following enumerated documents form the Contract Documents and they are fully a part of the Contract as if attached hereto:

- Request for Proposals
- Bid Proposal Forms and Affidavits
- General Provisions

Special Provisions

Addenda

Exhibit A Old Parish House Historic Structures Report dated July 4, 2016

Secretary of Interior's Standards and Guidelines for Archaeology and Historic Preservation

Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings

Exhibit B Preservation Grant and Easement Contract between the City and the Maryland-National Capital Park and Planning Commission dated April 20, 2017

Old Town College Park Historic District Standards

Permits

Bid Bond

Performance Bond

Labor and Materials Bond

Other Documents Contained within the Bid Specifications

Certifications and Affirmations required by the City

Construction Schedule

The bid documents and construction schedule submitted by the Contractor are incorporated herein and made part of the contract documents by reference. In the event of a conflict in terms, the terms of this Contract shall prevail.

#### V. CAPACITY TO PERFORM

The Contractor represents that all equipment and personnel necessary for providing the described services and items will be available as needed.

#### VI. STATUS OF CONTRACTOR

The Contractor shall perform the services described herein as an independent contractor and not as an employee of the City.

#### VII. INSURANCE AND INDEMNIFICATION

a. Contractor will purchase from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in Maryland and maintain during the entire term of this Contract, comprehensive general liability insurance, automobile liability insurance, and workers' compensation insurance with limits of not less than those set forth below. On each policy, Contractor will name the City and the Maryland-National Capital Park and Planning Commission as additional insureds, with the exception of the workers compensation insurance, and provide an additional insured endorsement.

iv. Comprehensive General Liability Insurance:

(3) Personal injury liability insurance with a limit of \$2,000,000 each occurrence/aggregate;

(4) Property damage liability insurance with limits of \$2,000,000 each occurrence/aggregate.

All insurance shall include completed operations and contractual liability coverage. Contractor shall obtain builder's risk insurance. The City will not be liable for any damages during construction.

- v. Automobile Liability Coverage: Automobile fleet insurance \$1,000,000 for each occurrence/ aggregate; property damage - \$500,000 for each occurrence/aggregate.)
- vi. Workers' Compensation Insurance: Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance. Contractor shall provide workers' compensation insurance meeting the statutory limits for Maryland and Employers' Liability limits of \$500,000. All Corporations are required to provide Workers' Compensation Certificates of Insurance.

Contractor covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Contractor on behalf of the City under this Agreement. Copies of the certificates of insurance and additional insured endorsements for all required coverage shall be furnished to the City within five (5) business days following the execution of this contract and prior to commencement of any work. The City shall receive 30 days prior notice of any amendment, reduction or elimination of the insurance coverage required herein.

The required insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Coverage will be primary and noncontributory with any other insurance and self-insurance.

Provision of any insurance required herein does not relieve Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded, or for which the Contractor may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the City's immunities or any damage limits applicable to municipal government as provided by law.

- b. The Contractor shall also furnish to the City a Certificate of Insurance and additional insured endorsement in like amounts for any approved sub-contractor prior to commencement of work in the City.

The Contractor shall indemnify and save harmless the City and its officers, employees and agents, from all suits, actions and damages or costs of every kind and description, arising directly or indirectly out of the performance of the contract, whether caused by negligence on the part of the Contractor, its agents and employees, or to other causes.

#### VIII. LICENSES AND APPLICABLE LAWS

The Contractor will be responsible for obtaining any and all licenses pertaining to performance of work under the contract. All services and materials provided by the Contractor shall conform to all applicable laws and regulations.

## IX. MATERIALS AND STANDARD OF WORK

All work performed, and material provided, pursuant to this contract shall be in conformance with standards adopted by the State of Maryland and Prince George's County and will be appropriate for existing conditions. All work shall be performed in a neat and workmanlike manner by trained and experienced personnel. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor at Contractor's expense, notwithstanding that such deficiencies have been previously accepted or were due to no fault of the Contractor. The Contractor will guarantee that materials conform to specifications herein, that the items will be free from defects, and that the items are fit for the purpose for which intended. Further, the Contractor shall, in a manner acceptable to the City, return to original condition any property disturbed or damaged during the work.

## X. ACCURATE INFORMATION

The Contractor certifies that all information provided in response to the invitation to bid or in response to other requests for information is true and correct. Any false or misleading information is grounds for the City to reject the bid and to terminate this contract.

## XI. PERIODIC AND FINAL INSPECTION

The City will make periodic inspections of the work through the City engineer or other City representative. A final inspection of the work shall be made by a representative of the City and the Contractor at the end of the work and cure period to ensure that all requirements have been met. The Maryland-National Capital Park and Planning Commission may also make periodic and final inspections. The Contractor is responsible for ensuring that all necessary inspections are scheduled and performed by the appropriate individual and/or agency. The Project Manager shall be notified immediately of any adverse or unexpected conditions located in the field in order to allow for inspection before further action is taken or work performed in that area.

## XII. RETAINAGE

The City will pay the contract price, less 5% retainage, to the Contractor upon completion of the contract work, and correction of any deficiencies discovered as a result of final inspection. The remaining 5% retainage shall be paid to the contractor within six months following the end of all work, and correction of any deficiencies. The said retainage is held as security for performance and not as liquidated damages and the forfeiture of the retainage shall not release the contractor from any liability in excess of the retainage.

## XIII. PERFORMANCE BOND

The Contractor shall give a Performance and Labor and Material Bond within ten business (10) days after the date of the award of the Contract. The Performance and Labor and Material Bond shall be in the amount of 100% of the Contract Price.

XIV. RESTORATION OF PROPERTY

The Contractor, at its own expense, will restore or replace any property displaced or damaged as a result of work performed under this contract, to the satisfaction of the City.

XV. TERMINATION FOR DEFAULT

Failure of the Contractor to deliver work, supplies, materials, or services in a timely manner, to correct defective work or materials, to act in good faith, or to carry out the work in accordance with contract documents shall constitute a breach of contract. In such event, the City may give notice to the contractor to cease work until the cause for such order has been eliminated. Should the Contractor fail to correct such default within 24 hours after receipt of notification, the City may terminate any such contract. This provision shall not limit the City in exercising any other rights or remedies it may have.

XVI. TERMINATION FOR CONVENIENCE

The performance of work or delivery of services may be terminated in whole or in part at any time upon written notice when the City determines that such termination is in its best interest. The City will be liable only for labor, materials, goods and services furnished prior to the effective date of such termination.

XVII. NOTICES

All notices shall be sufficient if delivered in person or sent by certified mail to the parties at the following addresses:

For the City:  
Scott Somers, City Manager  
City of College Park  
4500 Knox Road  
College Park, MD 20740

For the Contractor:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

XVIII. ERRORS IN SPECIFICATIONS

The Contractor shall take no advantage of any error or omission in the specifications. The City shall make such corrections and interpretations as may be deemed necessary and that decision shall be final.

XIX. GOVERNING LAW

This contract is executed in the State of Maryland and shall be governed by Maryland law without reference to its conflict of laws provisions. The Contractor, by executing this contract, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this contract.

## XX. INTERPRETATION

Any questions concerning conditions and specifications shall be directed in writing to the Project Manager. No interpretation shall be considered binding unless provided in writing by the Project Manager. By execution of this contract, the Contractor certifies that it understands the terms and specifications.

## XXI. ATTORNEYS' FEES AND COSTS

The prevailing party shall be entitled to attorney's fees and costs incurred in any actions or claims brought to enforce this contract, or for damages thereunder.

## XXII. SUCCESSORS AND ASSIGNS

This contract shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. In any event, the Contractor shall not assign any right or obligation under this contract without the City's express written consent, which may be withheld in the City's sole discretion.

## XXIII. NON-DISCRIMINATION.

A. The City of College Park is an Equal Opportunity Employer. Discrimination based on race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work is expressly prohibited.

B. The Contractor certifies that it does not discriminate on the basis of race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work.

## XXIV. EQUAL BENEFITS.

A. Contractor must comply with the applicable provisions of § 69-6 of the City Code. The Contractor shall provide the City Manager, or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with these provisions.

B. Upon request, the Contractor shall provide evidence of compliance with the provisions of § 69-6 of the City Code upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Contractor may not be in compliance with the provisions of this section.

C. The failure of the Contractor to comply with § 69-6 of the City Code will be deemed to be a material breach of the covered contract.

#### XXV. PERMITS

The Contractor is responsible for obtaining all permits required for the work, with the exception of any required Historic Area Work Permit, which shall be obtained by the City.

#### XXVI. OTHER PAYMENTS; EXPENSES; TAXES

The City will not be responsible for any cost or expenses of operation of any kind associated with Contractor's provision of services pursuant to this Agreement, except as set out herein. Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder except as set out herein. 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 his obligations under this Agreement, except as set out herein.

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

#### XXVII. SUBCONTRACTING

The Contractor may not subcontract any other work required under this Agreement without the consent of the City. If the Contractor wishes to subcontract any of the said work, it must provide subcontractor names, addresses, and telephone numbers and a description of the work to be done. The Contractor is not relieved of primary responsibility for full and complete performance of any work identified to the subcontractor. There shall be no contractual relationship between the City and the subcontractor.

#### XXVIII. CONSTRUCTION AND LEGAL EFFECT

This Agreement, including all Contract Documents, constitutes the entire understanding between the parties. No modification or addition to this Agreement shall have any effect unless made in writing and signed by both parties hereto.

#### XXIX. NO ASSIGNMENT

This Agreement shall not be assigned or transferred by Contractor, whether by operation of law or in any other manner, without prior consent in writing from the City. In the event of insolvency of either party, this Agreement shall terminate immediately at the election of the other party.

#### XXX. RELIEF

The Contractor recognizes the substantial and immediate harm that a breach or threatened breach of this Agreement will impose upon the City, and further recognizes that in such event monetary damages may be available to the City. Accordingly, in the event of a breach or threatened breach of this Agreement, Contractor consents to the City's entitlement to seek 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. 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 Contractor.

#### XXXI. ENFORCEMENT PROVISIONS

The failure of the City or Consultant, at any time, to enforce any of the provisions of this Agreement, or any right with respect thereto, will in no way be construed to be a waiver of such provisions or right, or in any way to affect the validity of this Agreement. The exercise by either party of any rights under this Agreement shall not preclude or prejudice the subsequent exercise of the same or any other rights under this Agreement.

#### XXXII. 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.

#### XXXIII. SET-OFF

In the event that Consultant shall owe an obligation of any type whatsoever to the City at any time during the term hereof or after termination of the relationship created hereunder, the City shall have the right to offset any amount so owed by the Consultant against any compensation due the Consultant from the City.

#### XXIV. ENTIRE AGREEMENT

This contract, including attached hereto, constitutes the entire agreement between the City and the Contractor.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

WITNESS:

CITY OF COLLEGE PARK

\_\_\_\_\_  
Janeen S. Miller, CMC, City Clerk

By: \_\_\_\_\_  
Scott Somers, City Manager

WITNESS:

CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_

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

Title: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

\_\_\_\_\_  
Suellen M. Ferguson, City Attorney

## RFP CP-18-09 PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS**, that we, \_\_\_\_\_ hereinafter known as the "Contractor," as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto City of College Park as obligee, hereinafter known as the "City," in the penal sum of \_\_\_\_\_ lawful money of the United States of America, to be paid to the City, for the use and benefit of the said obligee, and all persons, doing work or furnishing skill, tools, machinery, or materials under or for the purpose of the Contract hereinafter named, for which payment, well and truly to be made, we bind ourselves, our successors and our several respective heirs, assigns, executors, and administrators, jointly and severally, firmly by present.

**AFFIXED WITH OUR SEALS THIS** \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**WHEREAS**, the Contractor \_\_\_\_\_ by an instrument in writing, bearing even date, with these presents, has contracted with the City to furnish all equipment, tools, materials, skill and labor for the completion of the work according to this Contract.

All work to be performed in strict accordance with the attached Agreement or Contract, plans and specifications, which Contract is by this reference made a part hereof.

**NOW, THE CONDITION OF THIS OBLIGATION IS SUCH**, that is the said Contractor \_\_\_\_\_ shall complete the work provided for in said Contract according to the terms, and shall save the obligee hereunder free from all costs and charges that may accrue on account of the doing of the work specified in the Contract, and shall comply with the laws appertaining to said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

**AND THE FURTHER CONDITION OF THIS OBLIGATION IS SUCH, THAT IF** \_\_\_\_\_ as Contractor, shall fully and faithfully perform work in accordance with the terms of the annexed Contract during the original term thereof and any extensions thereof which may be granted by the City, with or without notice to the Surety, and the plans and specifications therein referred to, and provide the materials therein called for, and replace defective work or material for a period of one year after the completion of this Contract, and if the Principal shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the City from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in making good any default, then this obligation shall be null and void, otherwise they \_\_\_\_\_, as Contractor, and \_\_\_\_\_, as Surety, jointly and severally agree to pay the City the difference between the sum of which the said \_\_\_\_\_, as Contractor, would be entitled in the completion of the Contract, and that which the City, may be obliged to pay for the completion of the work by Contract or otherwise, and agree to pay any damage, direct or indirect or consequential, which said City may sustain on account of such work or on account of the failure of said Contractor, properly and in all things to keep and execute the provisions of the Contract.

And the said \_\_\_\_\_, as Contractor, and \_\_\_\_\_ as Surety, hereby further bind themselves, their successor, assigns, heirs, executors and administrators, jointly and severally, and agree that they shall indemnify and

save harmless and shall pay all amounts, damages, costs and judgments which may be recovered against, and all expense incurred by, the City and all representatives of said City, from or arising out of all or any suits, actions or claims of any character brought on account of any injuries or damages sustained by any persons or property in consequence of any neglect in safeguarding the work or any such claim arising from any other act, omission, negligence or misconduct of the Contractor, his agents, representatives, servants and employees in the performance of said work or of the repair or maintenance thereof or the manner of doing the same, or the neglect of said Contractor, or agents or servants, or the improper performance of the said work by the Contractor or agents or servants, or the infringement of any patent rights by reason of the use of any equipment, or material, furnished under the said Contract, and will also pay any damages for delay in performance, as stated in the Contract; further, failure to do so with such person, firms, partnership, or corporation shall give them a direct right of action against the principal and surety under this obligation.

As the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract of the work to be performed thereunder of the plans or specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract or to the work or to the plans or specifications.

Without limiting the effect of any other provision herein contained, this bond is to be construed as a statutory bond under the provision of: \_\_\_\_\_ as amended to date.

IN WITNESS WHEREOF, the said \_\_\_\_\_ has caused \_\_\_\_\_ corporate seal to be hereto affixed, and the presents to be signed in its name by \_\_\_\_\_, and the said \_\_\_\_\_ as Surety, has caused \_\_\_\_\_ corporate seal to be hereto affixed and these presents to be signed in its name by \_\_\_\_\_

(As to Contractor)

CONTRACTOR (Seal)

Signed, sealed and delivered in the presence of: \_\_\_\_\_

By: \_\_\_\_\_ L.S. \_\_\_\_\_

Title: \_\_\_\_\_

(As to Surety)

SURETY (Seal)

Signed, sealed and delivered in the presence of: \_\_\_\_\_

By: \_\_\_\_\_ L.S. \_\_\_\_\_  
Attorney-in-Fact

APPROVED AS TO FORM

COUNTERSIGNED

By: \_\_\_\_\_ L.S. \_\_\_\_\_  
Resident Agent

NOTE: If the Principal is a corporation, the bond shall be signed by the President or Vice President, attested by the Secretary and the Corporate Seal Affixed. If the principal is a partnership, the bond shall be signed in the partnership name by one of the general partners.

**RFP CP-18-09**  
**LABOR AND MATERIALS BOND**

This Bond is issued simultaneously with the performance bond in favor of the City conditioned on the full and faithful performance of the Contract:

KNOW ALL MEN BY THERE PRESENTS: that \_\_\_\_\_  
(Here insert full name)

\_\_\_\_\_  
(Address of legal title of Contractor)

as Principal, hereinafter called Contractor, and

\_\_\_\_\_  
(Here insert full name and address of legal title of Surety)

a corporation created existing under the laws of the State of Maryland, hereinafter called Surety, are held and firmly bound unto City of College Park as Obligee, hereinafter called the City, for the use and benefit of claimants as herein below defined, in the penal sum of

\_\_\_\_\_  
(Full value of contract price in written words)

in lawful money of the United States, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS

Principal has a written agreement dated \_\_\_\_\_, 20 \_\_\_\_\_, entered into by Contractor with City in the sum of \_\_\_\_\_ which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if, Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise it shall remain in full force and effect, subject however, to the following conditions;

1. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being constructed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Contractor and Surety hereby jointly and severally agree with the City that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or

materials we furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum of sums as may be justly due claimant, and have execution thereon. The City shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice the Contractor, the City or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, starting with substantial accuracy the amount claimed and the name of the a party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, City and Surety, and any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Contractor ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the County or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or recorded against said improvement, whether or not the claim for the amount of such lien be presented under and against this bond.

5. The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications. No final settlement between the City and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

IN THE PRESENCE OF:

\_\_\_\_\_

\_\_\_\_\_  
(Principal) (Seal)

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

Title \_\_\_\_\_

\_\_\_\_\_  
(Surety) (Seal)

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

Title: \_\_\_\_\_