

# **CITY OF COLLEGE PARK, MARYLAND**

## **Request for Proposals CP-17-09 City of College Park, Maryland**

### **Replacement of Roof at Youth and Family Services Building 4912 Nantucket Road, College Park, Maryland 20740**

## **Bid Documents**

**Issued by**  
*City of College Park*  
*Department of Public Works*  
**Telephone: 240-487-3590**  
**FAX: 301-474-0825**

### **Bid Submission**

**RFP Issue Date: Monday, November 14, 2016**  
**Mandatory Pre-Bid Meeting: Tuesday, November 29, 2016 at 11:00 a.m.**  
**Proposal Due Date: Wednesday, December 7, 2016 at 3:00 p.m.**

**REQUEST FOR PROPOSALS CP-17-09**  
**Replacement of Roof at**  
**Youth and Family Services Building**

**I. ADVERTISEMENT AND BID REQUIREMENTS**

**CITY OF COLLEGE PARK, MARYLAND**

**Request for Bid Proposals**

**Roof Replacement at Youth and Family Services Building**

**RFP CP-17-09**

The City of College Park requests sealed bid proposals for (“Project”) **RFP CP-17-09**, as specified in the plans, specifications, drawings and all other contract documents (the “Contract Documents”). **A bid bond is required in connection with the submittal of a bid proposal.** Work under the contract must be completed by February 28, 2017, weather permitting.

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 **Roof Replacement – Youth and Family Services Building, RFP CP-17-09**, and delivered to the Finance Department, City of College Park, 4500 Knox Road, College Park, Maryland 20740, no later than **Wednesday, December 7, 2016 at 3:00 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 **Tuesday, November 29, 2016 at 11:00 a.m.** at 4912 Nantucket 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 240-487-3597, FAX 301-474-0825, e-mail: [rmarsili@collegeparkmd.gov](mailto:rmarsili@collegeparkmd.gov).

## II. PROJECT DESCRIPTION

The City of College Park (“City”) is requesting proposals (“Proposal”) for the removal and disposal of the old roof and installation of a new roof at the City’s Youth and Family Services Building (“YFS Building”), located at 4912 Nantucket Road, College Park, Maryland 20740, (the “The Project”). The Proposal shall also include a 50 year manufacturer’s warranty and 10 year workmanship warranty.

Contractor will have limited use of the project site for construction operations. Contractor will be required to maintain portions of the existing building affected by construction operations in a weather-tight condition throughout the construction period. The City and Maryland National Capital Park and Planning Commission will utilize the existing building during the entire construction period. Ingress to/egress from the entire YFS Building must remain unobstructed during construction. Contractor must coordinate with the City of College Park Department of Public Works during construction operations to minimize conflicts and facilitate the use and occupancy of the facilities by the City. Contractor must perform the work so as not to interfere with the City’s day-to-day operations. **Due to the presence of children in after-hours programs, work can be performed between 7:00 a.m. and 2:00 p.m., Monday - Friday. Work may also be scheduled on Saturdays through the Project Manager. Request to work at any other time will be evaluated based on operations at the facility.**

### Building Details

*Roof Construction:* The current roof system is asphalt architectural roof shingles with wooden truss construction with 5/8” plywood and 50 year asphalt shingles.

**Figure 1: Aerial View of Youth and Family Services Building**



**Figure 2: Southern View of Youth and Family Services Building**



**Figure 3: Western View of Youth and Family Services Building**



### III. BID TERMS AND CONDITIONS

- a. *General.* For purposes of this document, the party to whom this RFP is addressed shall be referred to as “Bidder” and any materials submitted in response to this RFP shall be referred to as a “Proposal.”
- b. *Costs and Expenses of Bid.* The City is not liable for any costs or expenses incurred by the Bidder or any other person or entity in the preparation of their Proposal.
- c. *Evaluation, Right to Reject Bids, Cancellation.* The City reserves the right to reject any and all Proposals received from Bidders as a result of this RFP, as is in the best interests of the City, as determined solely by the City. In determining which Proposal is best, the City will take into consideration the bid price and the experience, qualifications, references, responsibility and current availability of the Bidder to perform the Work. The City may waive any technicalities or formalities in determining how best to serve the interests of the City. The City 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.
- d. *Notice to Firms.* This RFP may be sent as a courtesy to known interested individuals and firms. The receipt of this RFP from the City in no way implies that the recipient is a qualified Bidder.
- e. *Confidentiality, Use of Bid Proposal.* Any Proposal submitted to the City is not confidential. All materials submitted become the property of the City. The City has the right to use any or all un-copyrighted concepts presented in any Proposal. Approval or disapproval of a Proposal does not affect this right.
- f. *Addenda, Format, Withdrawal of Bid.* If it becomes necessary to revise any part of this RFP, an addendum will be provided to all respondents or Bidders who respond to the original RFP, and will be posted on the City of College Park website: [www.collegeparkmd.gov](http://www.collegeparkmd.gov).

To be considered, a Bidder’s Proposal must be complete and in the format indicated in this RFP, and delivered by the date and time indicated in this RFP. Bidders will not be given an opportunity to change any part of a Proposal after submission. A Bidder may submit only one Proposal for the Contract and must bid on all Work. 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.

Any bid may be withdrawn before the scheduled due date. After a bid has been opened, it may not be withdrawn during the period stated herein, for which prices and terms must remain valid. The request to withdraw a bid must be made in writing addressed to the Project Manager, Robert Marsili.

- g. *Contract Execution.* The Bidder to whom the Contract has been awarded must execute a Contract substantially similar to the one attached within ten days after the award and submit such other Documents as required by the Contract Documents. Failure by the Bidder to execute the Contract and submit such other documents as required by the Contract Documents shall be just cause for annulment of the Award. If the Bidder to whom the award is made shall fail to execute the Contract 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 s/he were the original party to whom the award was made, or the City may reject all of the bids, as its interest may require.
- h. *Contact.* From the issue date of this RFP until a determination is made regarding the qualification of Bidders, all contacts with the City concerning this RFP must be made through the Project Manager. All questions about the meanings or intent, discrepancies or omissions of the RFP shall be submitted in writing to Robert Marsili. Replies to these inquiries shall be made in writing. The written responses become part of the RFP and will be provided to each Bidder who has, to the City's knowledge, received an RFP Package and will be posted on the City's website at [www.CollegeParkmd.gov](http://www.CollegeParkmd.gov).
- i. *Notice to Proceed.* The successful Bidder will initiate work within five days of Notice to Proceed. Materials ordered or work done on the site prior to this date shall be at the Bidder's risk.
- j. *Licenses and Permits.* The Bidder shall obtain any license or permit required by law to undertake the Work as described in the Contract Documents.
- k. *Documents to be submitted with bid.* Documents to be submitted with the Proposal shall include:
  - I. Bid Proposal
  - II. Non-Collusion Affidavit Attachment A
  - III. Affidavit with Respect to Non-Conviction, Non-Suspension and False Pretenses B
  - IV. Contractor's Qualification Questionnaire Attachment C
  - V. References
  - VI. Bid Bond Attachment D

l. *Bid Bond 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.

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 within ten (10) 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.

#### **IV. SCOPE OF SERVICES**

The intent of this Project is to remove and dispose of the existing roof and provide and install a new asphalt roof with Certain Teed Landmark Architectural Shingle 50 year roofing shingles or equivalent to match existing shingles with a 50 year manufacturer's warranty and 10 year workmanship warranty.

The scope of work is to include:

- Removal/Tear/Strip off of existing shingle asphalt roof system including torch down roof at main entrance and underlayment on roof down to wood substrate. Remove and lawfully haul away and dispose of all layers of roofing materials as quickly as possible. Gutters and downspouts are to be protected and returned to operating condition at end of work. The contractor will be responsible to replace any gutters or downspouts damaged during the project.
- Inspect and sweep clean and prepare/replace any damaged wood-1/2inch plywood and re-nail all loose decking identify and replace any rotted or damaged wood, including rake boards, fascia, trim, molding (including priming and painting to match existing trim) with rate quoted as time and material, with material at \$5.00 per square foot.
- Replace any or all deteriorated plank board with rate quoted as time and material, with material at \$12.00 per linear foot.
- Underlayment: Install 16 gauge aluminum drip edge along all gutter and fascia lines. (White) Install ice and Watershield water proofing underlayment or equivalent over all roof penetrations, on gutter line, in valleys, mechanical penetrations, dormers, eave edges, pipe flashing, and along all wall flashings. Install synthetic roofing felt underlayment on all other areas on the roof.
- Flashing: Install all new 16 gauge aluminum step flashings, apron and counter flashing on transitions, and walls, to match existing color. Seal with roofing polyurethane caulk. New CertainTeed or equivalent aluminum pipe boots apron and counter.
- Furnish and install CertainTeed or equivalent attic ventilation ridge vent system on all ridges to increase attic ventilation.
- Furnish and Install new asphalt shingles (CertainTeed Landmark Architectural Shingle 50 year or equal- Color to match existing). All shingles to be fastened with 1 1/4 roofing nails, 6 nails per shingle.

- Apply one (1) coat of Rust-Oleum metal paint (oil Based) to roof accessories, including heating and air conditioning vents
- Trim Dormer Wood Repair with rot resistant wood: Remove and haul away up to 250 linear feet of rotted trim wood. Included 120 feet of 1x1, 13' of 1x6 around dormers and 113' of rake crown trim.

Pre-construction setup:

- Set up safety cones, yellow caution tape and protection as needed around areas prior to start of work.
- Contractor shall take all necessary precautions to ensure public safety and convenience of the occupants at Youth and Family Services and its customers during construction. A continuous safe operation at this facility is mandatory.
- The Contractor shall, at all times, leave an unobstructed way along walks and roadways at the facility and shall protect all property with tarps and plywood as needed.

Job Conditions:

- Substrate: Proceed with shingle work only after substrate construction and penetrating work have been completed.
- Weather Conditions: Proceed with shingle work only when weather conditions are in compliance with manufacturer's recommendations and, when substrate is completely dry. Absolutely no work will be done in the rain. No shingle work shall be performed when air temperature is below 34F.
- Clean up and haul away all job related debris. Scan facility with nail magnet and leave property rake and broom clean every day.
- All work must be completed within 14 days

**Warranty: 50 year manufacturer's warranty/ 10 year workmanship warranty**

## **V. QUALIFICATIONS.**

Bidder must be registered in the State of Maryland to provide any and all services which are required to complete this Project, and must demonstrate that they have all professional licensure required by the State to provide any services required to complete this project.

## **VI. REQUIRED MATERIALS.**

The Bidder must include the following information in the Proposal:

- a) Completed Affidavits - **Attachments A and B**
- b) Completed Contractor's Qualification Questionnaire – **Attachment C**
- c) Bid Bond – **Attachment D**

## **VII. MANDATORY PRE-BID MEETING**

A mandatory pre-bid meeting will be held at 11:00 a.m. on Tuesday, November 29, 2016, at the YFS Building. **Attendees are instructed to park in the lot to the left side of the building.**

## **VIII. PROPOSED SCHEDULE**

The selected contractor will be required to submit a final proposed construction schedule for the Project for approval by the City within 5 days of issuance of Notice to Proceed.

## **IX. AWARD**

The contract award will be made to the most qualified bidder who, in the City's sole opinion, has presented the proposal most advantageous to the City. The City reserves the right to reject any and all proposals and to accept the proposal that the City, in its' sole and absolute discretion, considers most advantageous. All proposals will become the property of the City.

## **X. ADDENDA**

All Addenda issued by the City for the Project will be posted on the City's website at [www.collegeparkmd.gov](http://www.collegeparkmd.gov) under the RFP for *Roof Replacement*. It is the responsibility of the interested party to check these locations for any issued addenda, prior to submitting a bid.

## **XI. REPRESENTATIONS BY BIDDER**

In submitting a 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; and
- d. 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.

## **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. As-Built Survey – A certified as built survey within limits of disturbance.
4. 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.
5. Bidder - Any person, firm or corporation submitting a Bid for the Work.
6. 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.
7. 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.
8. Commission - The Washington Suburban Sanitary Commission or W.S.S.C.
9. Contract/Contract Documents - The Contract, including Invitation to Bid, Instructions to Bidders, Bid Form, Contract, Bonds, Notice of Award, Notice to Proceed, Change Orders, Drawings, Certificate of Substantial Completion, Standard Specifications, Addenda, General Terms and Conditions, Standard Details, Bid Proposal Forms, Contractor's Qualification Questionnaire and References, Contractor Certification and documents submitted with bid, Financial Disclosure Statement, Corporate Acknowledgement, Supplemental General Conditions, Special Conditions, Special Provisions, and Federal Contract Provisions when appropriate.
10. Contract Price - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

11. 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, Supplemental General Conditions, Special Conditions, Special Provisions, Addenda and other forms and attachments.
12. Contract Time - The specific date or the number of days allowed for the completion of the Work.
13. Contractor - The person, firm or corporation with whom the City of College Park has executed the Contract.
14. Day - A calendar day of 24 hours lasting from midnight one day to midnight the next day.
15. 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.
16. 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.
17. The holidays upon which work under the Contract may not occur without permission of the Project Manager are:
  - New Year's Day
  - Martin Luther King's Birthday
  - Presidents Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Columbus Day
  - Veterans Day
  - Thanksgiving Day
  - Employee Appreciation (Day after Thanksgiving)
  - Christmas Day
18. Inspector - The authorized representative of the Project Manager assigned to make detailed inspection of any or all portions of the Work or materials.
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 - The Department of Public Works and Transportation of Prince Georges County or any other department of the County.
23. Project - The undertaking to be performed as provided in the Contract Documents.
24. Project Acceptance – Acceptance of the project, and commencement of all warranty periods, occurs when the City accepts the As-Built Plans after completion of the entire project.
25. Project Manager - The STEP Project Manager or his designee.
26. Provide - Means furnish and install as specified in contract documents.
27. Special Provisions - Clauses contained under the heading Special Provisions setting forth the requirements peculiar to the specific work included in the contract.
29. 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.
30. 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.
31. 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.
32. 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, including labor, materials, equipment and other incidentals and the furnishing thereof.

33. Working Days – Generally, Monday through Friday (except holidays) and any other day authorized by the Project Manager.

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, or be certified mail via the United States Postal Service, 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:

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**D. SCHEDULES, REPORTS AND RECORDS**

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 WORK**

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 Contract Documents. 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 to the City or other owner's satisfaction, or as otherwise 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 outside the designated staging and stockpile areas, that 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 – The City will provide, in the Contract Documents, information concerning the existing roof structure at the YFS Building.
2. PERMITS – Any permits and licenses necessary for the prosecution of the work 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. Such employees shall comply with the policy of **No Tobacco Use of Any Kind on the work site**. 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 the Contractor, or its agents, servants, subcontractors 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.

The Contractor shall give all notices and post all required signs warning against hazards created by such features of the work such as stairways, hatchways, hoists, scaffolding, and falling materials. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

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.

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.

3. CARE AND PROTECTION OF WORK - From the commencement of the Contract until its completion and final acceptance, 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 acceptance 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, and shall maintain the site to specifications until final acceptance.
4. PROTECTION OF STRUCTURES FROM MATERIALS - It shall be the responsibility of the Contractor to adequately protect the curb, gutter and other adjacent structures from equipment or 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 and utility structures to see that they are unimpaired and that their covers are free, at grade and sit properly.
5. 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 promptly, at his own cost and expense, restore such property to a condition similar or equal to that existing before such damage was done. Any repair or restoration of City property must be accepted by it as sufficient. 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.

6. **STORM DRAIN PIPE LINES TO BE KEPT CLEAN** - During the progress of the work and until completion and final acceptance thereof, storm drain pipe lines, gutters 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, storm drain pipe lines, gutters 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:

- a. Wages of necessary day laborers and foremen actually employed on extra work, for such time as they are so employed, plus fifteen (15) percent.
- b. Actual purchase price, as paid by the Contractor, for materials actually incorporated into the extra work, plus zero (0) percent.
- c. 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 definite 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 manager services 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 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 paragraph O., Waiver of Contract and Right of Recovery. 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 shall thereby be allowed. The Contractor, however, shall be entitled to an extension of time 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. In any event, all work must be completed on or before February 28, 2017, weather permitting. 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, or minor accidents, provided, however, that days missed due to rain or natural disasters do not count toward the working days allowed for completion of the project.

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 \$500.00 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. 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 five (5) 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 - The Contractor shall make all field measurements necessary to lay out the lines, grades and elevations required in the Contract documents. 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 as provided in the Contract Documents or 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 material may be placed on Saturdays, Sundays, or Holidays, or before 7:00 a.m. or after 2:00 p.m. on work days, 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. The work involved in the construction of this Contract shall be handled in a manner which will minimize any interruption to pedestrian and vehicular traffic through the areas of the proposed work in accordance with Section 104 of MSHA Standard Specifications. All Maintenance of Traffic will be a subsidiary obligation of the pay items within this contract and will not be paid for separately. The Contractor shall maintain barricades at each location of work until such time as the hazard otherwise marked has been removed. The Engineer may, whenever traffic conditions make it possible, permit the Contractor to close the roads or portions thereof to traffic.
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 said conveniences 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 – Not used.
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, BUSH, AND DEBRIS – Not used.
13. CONSTRUCTION OUTSIDE THE RIGHTS OF WAY OF THE CITY – Not used.
14. CONSTRUCTION IN VICINITY OF TREES – Not used
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.
16. SCHEDULE OF WORK  
At commencement of work, the Contractor shall provide a Schedule for the work to the Project Manager, indicating each day on which work will be performed. The Contractor shall give prior notice to the Project Manager of any deviation from the Schedule.

## **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, elevations and requirements given by the Project Manager or indicated in the specifications. 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.
  
2. WORK INSTALLED WITHOUT REQUIRED INSPECTION - Any work that is installed or performed without an inspection required by specifications or orders of the Project Manager is subject to being uncovered, removed and redone, at the cost of the Contractor.

## **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 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 Contractor will prepare, on a monthly basis, his written estimate of the amount of work completed under the Contract. 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-five percent (95%) 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 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 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. 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.

At the time of each request for payment or draw, the Contractor shall provide payment certification from each subcontractor whose bills for labor or materials were included in any prior request for payment.

2. **MEASUREMENT OF WORK AND MATERIAL** - All quantities, work and material to be paid for will be measured and determined by the Contractor 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. The Project Manager may measure and/or verify the quantities, work and material submitted by the Contractor, at his discretion. 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 retainage of 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 sixty (60) days from and after the date of payment of the final acceptance for that phase. 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 acceptance, 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**

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 AND INDEMNIFICATION**

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 as an additional insured, 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 in an amount appropriate to cover potential losses. 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) 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.

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 City shall be named as Insureds on the Comprehensive General Liability Insurance, the Automobile Fleet Insurance, Professional Insurance and the Property Damage Insurance by additional insured endorsement.

A Certificate of Insurance shall be provided to the City by the Contractor within ten days after the award of the contract. The Certificate shall demonstrate that the Contractor has complied with the requirements of this section and be in a form acceptable to the City.

**T. 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 and such determination 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, the 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.

**U. DISPUTES**

Except as may otherwise be provided herein, all disputes arising under or as a result of a breach of the contract which is awarded which are not disposed of by mutual agreement shall be resolved in accordance with this clause.

As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or as a result of the contract.

A claim by the Contractor shall be in writing and submitted to the Project Manager for decision. A claim by the City shall be submitted to the Contractor by the Project Manager. When a controversy cannot be resolved by mutual agreement, the matter shall be resolved by litigation in the courts of the State of Maryland.

**V. NON-DISCRIMINATION**

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.

**W. GUARANTEE OF UNIT PRICE**

The unit prices in the Contract shall be guaranteed by the Contractor for up to and until the completion of those phases identified to be performed during the Contract period.

**X. 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.

**Y. INTERIM AND FINAL INSPECTIONS**

Upon completion of the work, or various phases of the work, or at any other time, as appropriate, the Project Manager, in conjunction with any required governmental inspector, will inspect the completed project or any part thereof, and if deficiencies are present, shall so inform the Contractor, who shall have all said deficiencies corrected. 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. Neither the Project, nor any part thereof, is considered to be accepted until the work is complete and final project acceptance has occurred. Contractor is responsible for maintaining the work to specifications until final acceptance. The Contractor shall permit inspection of its operations, at any time, by the City or its authorized representatives, to determine that standards of quality are being met.

**Z. CONFLICT WITH OTHER PROVISIONS**

In the event of a conflict between these General Terms and Conditions, Drawings/Plans, and the Contract, the Drawings/Plans will prevail over the Contract, which will prevail over the General Terms and Conditions.

**AA. HAZARDOUS SUBSTANCES**

Contractor must comply with all applicable Federal, State, County and local laws, ordinances and regulations relating to hazardous and toxic substances including such laws, ordinances, and regulations pertaining to access to information about hazardous and toxic substances and as amended from time to time. Contractor shall provide to the City a "Material Safety Data Sheet" including reference to the purchase order number, or in the case of a controlled hazardous waste substance, a hazardous waste manifest for all hazardous chemicals listed or subsequently added to the Chemical Information List in compliance with applicable laws, ordinances and regulations.

**BB. PRE-WORK INSPECTION**

Prior to the commencement of the installation of the roof, the Contractor and the City shall perform an inspection to document the existing condition of the roof, flashing, parapet walls, curbs, roof penetrations, and any other roofing related aspects.

**TO BE SUBMITTED WITH BID**

**CITY OF COLLEGE PARK, MARYLAND  
Request for Proposals CP-17-09  
ROOF REPLACEMENT – YOUTH AND FAMILY SERVICES BUILDING  
BID PROPOSAL FORM (3 PAGES)**

CITY OF COLLEGE PARK  
Department of Finance  
4500 Knox Road  
College Park, MD 20740

BID DUE DATE: December 7, 2016  
TIME: 3:00 p.m.

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(to be filled out by bidding company)

hereby submits the following proposal for the **Roof Replacement – Youth and Family Services Building CP-17-09**. 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. Roof Replacement, with removal and disposal of existing roof – Total Price to include all permits and bonds – Do not include pricing for time and materials to replace any or all deteriorated plank board or to replace any rotted or damaged wood, including rake boards, fascia, trim, molding (including priming and painting to match existing trim), which are included in B and C below.**

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(Written)

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

B. Time and materials at \$12.00 per linear foot to replace any or all deteriorated plank board

C. Time and materials at \$5.00 per square foot to replace any rotted or damaged wood

**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. 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.
- B. Should the Contractor fail to complete the work within the time specified, the Contractor shall reimburse the City for any extra administrative and inspection costs necessitated by the continuance of the work beyond the time herein specified for completion. Such extra administrative costs charged to the Contractor as hereby agreed to in no way constitutes a penalty, but said costs represent additional expense to the City caused by delayed prosecution of the work by the Contractor. Such additional expense will be deducted from the monies due the Contractor at the time of final payment, recognizing any extensions of time granted by the City as herein provided in the Special Terms and Conditions.

The expenses for extra administration and inspection will be:

**\$100.00** per calendar day

Payment of the City's expenses as set forth herein shall be in addition to the Contractor's obligation as set forth in any other section hereof.

- D. The prices shall be stated in both words and figures.
- E. In submitting this bid, the Bidder certifies that the Bidder:
  - 1. 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
  - 2. Will comply with the conditions of §69-6 at time of contract award; or
  - 3. Is not required to comply with the conditions of §69-6 because of allowable exemption.
- G. 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

How did you learn about this RFP?	
<input type="checkbox"/> City Staff	<input type="checkbox"/> eMaryland Marketplace
<input type="checkbox"/> findrfp.com	<input type="checkbox"/> Other (please specify): _____

**RFP CP-17-09**

**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-17-09**  
**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 §16-208 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 §16-208 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 do solemnly declare and affirm under the penalties of perjury that the contents of the affidavit are true and correct.

_____ Date	_____ Signature
Printed Name: _____	

RFP CP-17-09  
CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

**IMPORTANT**

This questionnaire is intended as a basis for establishing the qualifications of Contractors for undertaking this Project and working under the jurisdiction of the City of College Park, Maryland.

1. **GENERAL**

(a) Legal Title and Address of Contracting Organization

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

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

E-mail: \_\_\_\_\_

(b) Name of Contractor's Representative, Title and Address

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

(c) Check one:  
\_\_\_\_ Corporation  
\_\_\_\_ Partnership  
\_\_\_\_ Individual

Name and Address of your Bonding Company:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CIRCLE BELOW WHETHER:  
Union  
Non Union  
Open Shop

(d) If a Corporation - State:

Date of Incorporation \_\_\_\_\_

State in which Incorporated \_\_\_\_\_

Name and Title of Principal Officers	Date of Assuming Position	Address	Phone Number
---	------------------------------	---------	--------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(e) If Partnership - State:

Date of Organization \_\_\_\_\_ Nature of Partnership (General, Limited or Association)

Names and Addresses of Partners:	Phone Number	Age
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_____	_____	_____
_____	_____	_____
_____	_____	_____

(f) If Individual - State:

Full Name, Address, and Phone Number of City \_\_\_\_\_

\_\_\_\_\_

(g) Is any member of your organization employed by the State of Maryland, any County or municipal corporation in Maryland, a member of any State Institution's Board of Managers or Trustees, or in any way officially connected with the State, County or Local Governments? If yes, explain.

\_\_\_\_\_

\_\_\_\_\_

(h) Give name and date about any site development project you have failed to complete (use separate sheet if necessary). \_\_\_\_\_

(i) Has your organization ever been party to any criminal litigation as a result of services rendered, regarding work performance, methods, costs, etc? If yes, explain. \_\_\_\_\_

\_\_\_\_\_

2. **FINANCIAL**

(a) Give value of any judgments or liens outstanding against your organization. \_  
\_\_\_\_\_

(b) Has any Bonding Company refused to write or issue a bond for you on any construction work? \_\_\_\_\_ If yes - Explain. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(c) Give maximum value of contract work for which you could obtain a bond. \_\_\_\_\_  
\_\_\_\_\_

(d) Is your organization licensed in the State of Maryland for the current year? \_\_\_\_\_

I HEREBY CERTIFY UNDER THE PENALTIES OF PERJURY THAT THE FOREGOING IS TRUE TO THE BEST OF MY KNOWLEDGE AND INFORMATION

DATED at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2016.

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title of Person Signing)

**TO BE SUBMITTED WITH BID**

**RFP CP-17-09  
REFERENCES**

List at least three (3) and 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: \_\_\_\_\_

**RFP CP-17-09**  
**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

**RFP CP-17-09  
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 "Owner," in the penal sum of \_\_\_\_\_ lawful money of the United States of America, to be paid to the Owner, 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 Owner 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 Owner, 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 Owner from all costs and damages which it may suffer by reason of failure

to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner 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 Owner the difference between the sum of which the said \_\_\_\_\_, as Contractor, would be entitled in the completion of the Contract, and that which the Owner, 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 Owner 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 Owner and all representatives of said Owner, 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 \_\_\_\_\_,



RFP CP-17-09  
LABOR AND MATERIALS BOND

This Bond is issued simultaneously with the performance bond in favor of the Owner 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 Owner, 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 Owner 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 Owner 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 Owner 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 Owner 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, Owner 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 Owner 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: \_\_\_\_\_

**CONTRACT FOR REPLACEMENT OF ROOF AT  
YOUTH AND FAMILY SERVICES BUILDING**

CP-16-09

THIS CONTRACT FOR THE ROOF REPLACEMENT – CITY OF COLLEGE PARK YOUTH AND FAMILY SERVICES BUILDING (this “Contract”) is effective the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of College Park, (hereinafter referred to as the "City ") and \_\_\_\_\_ (hereinafter referred to as the "Contractor").

WHEREAS, the City wishes to remove and dispose of the existing roof and to install a new roof at the Youth and Family Services building (“YFS Building”) with a 50 year warranty for materials and 10 year warranty workmanship and related services as set forth in this Contract (collectively, the “Project”); 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 the City’s designated project manager. The work to be performed by the Contractor is as follows:

The Contractor shall supervise and direct the work, using its best skill and attention. It shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Contract.

The scope of Work under this Project Contract shall include labor, materials, equipment and services and miscellaneous improvement items related to the site as described and specified in the Contract Documents. The scope of Work shall include all other work and items incidental to completion of Work and shall include all modifications and miscellaneous items as shown on Contract Documents or as directed by the Engineer.

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

**II. CONTRACT TIME**

The Work must be commenced within five days from Notice to Proceed from City. The work shall be completed within 10 days of commencement and must be completed, fully invoiced, and paid on or before February 28, 2017, weather permitting. Provisions for liquidated damages for failure to comply with the Contract Time are set forth in the General Terms and Conditions. Time is of the essence with respect to this Contract.

### III. CONTRACT PRICE

The City agrees to pay to the Contractor the sum of \_\_\_\_\_ for the Work described in the Contract.

### IV. CONTRACT DOCUMENTS

This Contract and the following enumerated documents form the entire Contract between the City and Contractor and they are fully a part of the Contract as if attached hereto:

- A. Request for Bid Proposal and all attachments
- B. Bid Proposal and Affidavits
- C. General Terms and Conditions
- D. Bid Bond
- E. Performance Bond
- F. Labor and Materials Bond
- G. Other Documents Contained within the Bid Specifications
- H. Schedule of work
- I. Insurance Certificates and additional insured endorsements
- J. Warranties

### V. CAPACITY TO PERFORM

The Contractor represents to the best of its knowledge, information and belief 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

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 as additional insureds, with the exception of the workers compensation insurance, and will provide an additional insured endorsement.

Comprehensive General Liability Insurance:

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

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 in an amount appropriate to cover potential losses. The City will not be liable for any damages during construction.

Automobile Liability Coverage: Automobile fleet insurance \$1,000,000 for each occurrence/ aggregate; property damage - \$500,000 for each occurrence/aggregate.)

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) 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.

A Certificate of Insurance shall be provided to the City by the Contractor within ten (10) days after the full execution and delivery of the Contract and in any event prior to undertaking any work under this Contract. The Certificate shall demonstrate that the Contractor and its Professional Engineer, if applicable, has complied with the requirements of this section and be in a form reasonably acceptable to the City.

#### VIII. LICENSES, PERMITS, APPLICABLE LAWS

The Contractor will be responsible for obtaining any and all licenses and permits pertaining to the performance of the 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 applicable 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 materials will be free from defects, and that the materials are fit for the purpose for which they are intended. All warranties provided by Contractor under this Contract are as set forth exclusively in Attachment \*\*\* to this Contract. Further, the Contractor shall, in a manner reasonably 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 Project Manager or other representatives. A final inspection of the Work shall be made by representatives of the City and the Contractor at the end of the Work and cure period to ensure that all requirements have been

met. Final acceptance of the Work shall be deemed when the System has passed all final building and electrical inspections (“Acceptance”), and the City will provide a written notice to Contractor upon such Acceptance . Title and risk of loss to all equipment comprising the System shall pass to the City upon Acceptance.

## XII. RETAINAGE

The City will pay the Contract Price, less five percent (5%) retainage (“Retainage”), to the Contractor upon Acceptance. The Retainage shall be paid to the Contractor sixty (60) days after Acceptance, or upon completion of the Work items remaining on the punch list, whichever is later. The said Retainage is held as security for performance, including but not limited to receipt from the Contractor of an approval to operate from utilities, and not as liquidated damages and the forfeiture of the Retainage shall not release the Contractor from any liability in excess of the Retainage. 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.

## XIII. PERFORMANCE BOND

The Contractor shall give a Performance and Labor and Materials Bond within (10) days after the date of the full execution and delivery of the Contract. The Performance Bond shall be in the amount of 100% of the Contract Price attributable to labor, and the Labor and Materials Bond shall be in the amount of 100% of the Contract Price attributable to the materials included in the Project.

## XIV. RESTORATION OF PROPERTY

The Contractor, at its own expense, will restore or replace any property displaced or damaged by Contractor as a result of Work performed under this Contract to the condition in which it existed immediately prior to such displacement or damage to the reasonable 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 within 10 days of the date on which Contractor receives written notice from the City specifying in reasonable detail the nature of Contractor’s non-performance, or within 24 hours after receipt of notification concerning a default involving acts or omissions by Contractor agents, servants or employees violating on-site restrictions such as smoking or presence in unauthorized areas, shall constitute a breach of this Contract. In such event, the City may give notice to the Contractor to cease work if the cause for such order has not been eliminated within such 10-day period or 24 hour period as appropriate. Should the Contractor fail to correct such default within such 10-day or 24 hour period, the City may

terminate this Contract. This provision shall not limit the City in exercising any other rights or remedies it may have under applicable law.

#### XVI. TERMINATION FOR CONVENIENCE

The performance of the Work or delivery of services may be terminated in whole or in part at any time upon written notice if the City determines that such termination is in its best interest. The City will be liable only for labor, materials and services furnished prior to the effective date of such termination and for materials and other goods ordered by Contractor or any of its subcontractors prior to Contractor's receipt of such notice for which Contractor or its subcontractor is unable to cancel its order with its suppliers.

#### XVII. NOTICES

All notices shall be sufficient if delivered in person or sent by certified mail, with proper postage affixed and return receipt requested, by electronic transmission with receipt, by facsimile transmission or by overnight delivery carrier to the parties at the following addresses:

If to City:

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

If to Contractor:

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#### XVIII. ERRORS IN SPECIFICATIONS

The Contractor shall take no advantage of any error or omission in the specifications, and will design and install the System in conformity with the Contract Documents and specifications provided by the City. In the event that Contractor becomes aware of any error or omission in the specifications or Contract Documents that makes it unable to design or construct the System in accordance therewith, it shall promptly notify the City in writing and the parties shall thereafter meet and confer within three (3) Working Days with respect to reaching a mutually agreeable resolution. In the event that the error or omission is due to any act or omission on the part of a party other than Contractor, and Contractor is unable as a result thereof to complete the Work as required under the Contract Documents in a manner that does not increase the Contract Price or change the critical path of the Project schedule, then the resolution of the error or omission shall be considered as a Change Order for Extra Work.

## XIX. GOVERNING LAW

This Contract is executed in the State of Maryland and shall be governed by Maryland law without regard 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 to Contractor by the Project Manager. By execution of this Contract, the Contractor certifies that it understands the terms and specifications as set forth in the Contract Documents.

## XXI. ATTORNEYS' FEES AND COSTS

The prevailing party as determined by a court of competent jurisdiction shall be entitled to attorney's fees and costs incurred in any actions or claims brought to enforce this Contract, or for damages hereunder.

## 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. ENTIRE AGREEMENT

This Contract, including exhibits attached hereto and the Contract Documents, constitutes the entire agreement between the City and the Contractor with respect to the subject matter hereof and may only be amended in a writing executed by both parties.

## XXIV. 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. Contractor shall post its non-discrimination policy in conspicuous places.

C. The Contractor will, in all advertisements or solicitations for employees, state that all qualified applicants will receive consideration for employment without regard to 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.

**XXV. 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.

**XXVI. SEVERABILITY.**

If and for so long as any provision of this Contract shall be deemed to be judged invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other provision of this Contract, except only so far as shall be necessary to give effect to the interpretation of such invalidity, and any such invalid provision shall be deemed severed from this Contract without affecting the validity of the balance hereof.

**XXVII. COUNTERPARTS.**

The parties may execute this Contract in counterparts, which each such document shall, in the aggregate and when signed by both parties, constitute one and the same instrument; and, thereafter, each counterpart shall be deemed an original instrument as against any party who has signed it. This Contract shall not be valid or enforceable unless and until duly executed by a duly authorized officer of each party.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

WITNESS:

CITY OF COLLEGE PARK

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

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

WITNESS:

CONTRACTOR

\_\_\_\_\_

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

Approved as to form and legal sufficiency

\_\_\_\_\_  
Suellen M. Ferguson,  
Attorney for the City of College Park