CONTRACT PWTB 17-04

SPECIFICATIONS
INFORMATION FOR BIDDERS

PROPOSAL AND CONTRACT AGREEMENT

TOWN HALL SECURITY RENOVATIONS

Department of Public Works
STEPHEN D. KLINE
Director of Public Works

August 8, 2016
Town of Bel Air
705 E. Churchville Road
Bel Air, Maryland 21014
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# CONTRACT PWTB 17-04

Specifications for

**TOWN HALL SECURITY RENOVATIONS**

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## ATTACHMENTS

I. DRAWINGS – Renovation For Bel Air Town Hall, Frederick Ward Associates:  
   Drawing No.'s – T1, A1, A2, A3, A4, A5

II. PROJECT SPECIFICATIONS – Bel Air Town Hall, Frederick Ward Associates  
    Project #2161069 dated August 5, 2016
SECTION I
Contract PWTB 17-04
TOWN HALL SECURITY RENOVATIONS

General Conditions

1. TERMINOLOGY - Whenever certain terms are used in the text of this document, the definitions of such terms are as follows:

1.1 "Contract Documents" - consists of information and Instruction to Bidders, Proposal, Bidder's Statement of Qualifications, Contract Agreement, Contract Bond, General Requirements, Working Drawing, Specifications and all modifications thereof incorporated in the documents before their execution. Contract documents are complementary, that which is called for by any one shall be as binding.

1.2 "Contractor" - shall mean the person having direct contractual relation With the Owner for the execution of the work.

1.3 "DPW" - shall mean the Department of Public Works for the Town of Bel Air.

1.4 "Owner" - shall mean the Town of Bel Air. The Owner may be sometimes referred to as the Town.

1.5 "Project" - shall mean work outlined in the specifications to be completed.

1.6 "Sub-Contractor" - shall mean those having a direct contract with the Contractor. It includes one who has furnished material work to a special design according to the working drawings and specifications for the work. It does not include one who merely furnishes material not so worked.

1.7 "Director" - shall mean the Director of Public Works or his designee who shall represent the Town and/or Town Administrator in the execution of this contract.

1.8 "Engineer" - the Director of Public Works or his representative.

1.9 "Inspector" - the Director of Public Works or his representative.

1.10 "Work" - shall mean labor, tools, material, equipment and transportation or any combination of these items necessary for the execution and completion of the contract by the Contractor or by a sub-contractor.
1.11 "Working Drawings" - shall mean those drawings, sketches or maps that are incorporated within or separately submitted with these specifications.

1.12 "Written Notice" - shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended or if delivered to or sent by mail to the last business address known to him who gives the notice.

1.13 “TBA” - Town of Bel Air.

1.14 “TBA Coordinator” – Charlie Dawson, Deputy Director, DPW

2. THE PROPOSAL FORM

2.1 The "Proposal Form" is a form which each bidder is to complete by setting forth the cost of each division or combination of divisions of the work, the alternatives (if any), and the unit prices (if any), solicited by the Town. Each bidder must deliver to the Department of Public Works the completed Proposal Form and (1) any necessary security; (2) proof of your contractor's firm license (if applicable); and (3) Certificate of Insurance. Proposals can be rejected if any required items are omitted.

2.2 The plans, specifications, supplemental specifications, and all other contract documents will be considered a part of the proposal form whether or not attached thereto.

2.3 Unit Prices: Should the Contractor be required to perform work over and above that required by the contract documents or should he be ordered to omit work required by contract documents, he will be paid an extra or shall credit the Town as the case may be, on the basis of unit prices quoted in the Proposal, or if no unit prices are quoted, at an equitable rate. Unit prices quoted shall be the same for "extra" work and for work in the scope of the contract and shall be the sum total compensation payable or creditable for such items of work, including all labor, materials, removal, overhead, profit, insurance, etc. to cover the finished work of the several kinds called for in the specifications. Changes shall be processed in accordance with these specifications.

3. DISCREPANCIES

3.1 Should a bidder find discrepancies in the plans and/or specifications or should he be in doubt as to the meaning or intent of any part thereof, he must, no later than five (5) days (Saturday and Sunday excluded) prior to the bid opening, request, in writing a clarification from the Department of Public Works. Failure to request such clarification is a waiver of any claim by the bidder for expense made necessary by reason of later interpretation of the contract documents by the Director.

3.2 Clarification and explanation of the specifications, and other bid documents shall be requested in writing from the Department of Public Works no later than five (5) days prior to the
bid opening. Requests shall include the project number and name and shall be directed to the Director of Public Works at the address indicated on the coversheet of the specifications.

3.3 Oral explanation or instructions will not be binding; only written addenda are binding. Any addenda resulting from these requests will be mailed to all listed holders of the proposal documents. Each bidder shall acknowledge the receipt of all addenda in the space provided on the proposal form.

4. **PREPARATION OF PROPOSAL FORM**

4.1 All proposals shall be submitted upon the blank proposal form furnished by the Town. Each proposal shall indicate a price in dollars and cents in both words and figures.

4.2 The Proposal Form shall be filled out in ink or typed. Any erasures or alterations shall be initialed by the signer in ink.

4.3 The Proposal Form, if submitted by an individual, shall be signed by the individual. If submitted by a partnership, it shall be signed by such member or members of the partnership as may have authority to bind the partnership. If submitted by a corporation, it shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary. If not signed by an officer, as aforesaid, there must be attached a copy of that portion of the By-Laws or a copy of a Board Resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.

4.4 You must attach to the Proposal Form, your properly executed proof of your Contractor's License and, if required, a bid bond or certified check.

4.5 Requested information must be provided totally in compliance with instructions provided. Information requested and the manner in which it is submitted is essential to enable the Town to make a proper evaluation of all proposals on a uniform basis. Accordingly, the Town reserves the right to declare as non-responsive and reject any proposal in which indirect or incomplete answers or information is provided.

4.6 Submit Price Proposal complete with Qualification Statement including all supplementary information as indicated in paragraph 4.1, 4.2, 4.3, 4.4 and 4.5 above, in a sealed envelope with identified notation in bold typing, the name of the project and project number as shown on the cover sheet.

4.7 Address Proposal to:

Stephen D. Kline  
Director of Public Works  
Town of Bel Air  
705 Churchville Road  
Bel Air, MD 21014
5. **PUBLIC INFORMATION ACT**

5.1 Bidders should give specific attention to the identification of those portions of their proposals which they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by the Town under the Maryland Public Information Act, Article 76a, Sections 1 through 5 of the Annotated Code of Maryland.

6. **SITE INVESTIGATION**

6.1 By submitting a proposal, you, the Contractor, acknowledge that you have investigated and satisfied yourself as to the conditions affecting the work including, but not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, or similar physical conditions at the site, the conformation and conditions of the ground, and the character of equipment and facilities needed preliminary to and during execution of the work. You further acknowledge that you have satisfied yourself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Town as well as from information presented by the drawings (if applicable) and specifications made a part of this contract. Any failure to acquaint yourself with the available information will not relieve you from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Town is not responsible for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Town.

6.2 The Contractor is required to obtain their own square footages for the proposed application.

7. **SITE CONDITIONS**

7.1 The area and/or conditions involved in the completion of the work will be clearly defined by the Director, or his representative at a pre-proposal conference, scheduled as indicated on the cover sheet hereto. Attendance is considered vital to the preparation of a competitive and cost-effective offer, and to understand the total result desired by the Town. Failure to attend this meeting may not be used as an excuse for omission or miscalculations in proposals.

8. **BID SECURITY**

8.1 If the total proposal is in excess of $40,000.00 you must furnish a bid bond, underwritten by a company licensed to issue bonds in the State of Maryland, with the proposal. The bond must be in an amount not less than five percent (5%) of the total amount of the total overall bid.

8.2 Certified checks, cash, and other security set as agreed to by the Town are acceptable in lieu of a bid bond and are subject to the same conditions.
8.3 Should the bidder to whom the contract is awarded fail or be unable to execute the contract, for any reason, within ten (10) days after notification of award, then an amount equal to the difference between the accepted bid price and that of next highest bidder shall be paid to the Town as liquidated damages.

8.4 The Contractor to whom a contract in excess of $40,000.00 is awarded also must furnish a Payment and Performance Bond in the amount of one hundred percent (100%) of the contract price.

9. **RIGHT TO REJECT PROPOSALS AND WAIVE INFORMALITIES**

9.1 The Town reserves the right to reject any and all proposals and/or to waive technical defects as it may deem best for the interest of the Town.

10. **PROPOSALS FIRM FOR 60 DAYS**

10.1 Proposals when filed shall be irrevocable. The Contractor shall maintain the proposal price as fixed for a period of 60 days from the date of opening proposals.

11. **MODIFICATIONS AND WITHDRAWAL OF PROPOSALS**

11.1 Withdrawal of proposals and modifications of proposals are effective only if written notice thereof is filed, prior to the time for opening of proposals, at the place specified in the Notice to Bidders for delivery of proposals. A notice of withdrawal or modification to proposal must be signed.

12. **PROPOSAL SECURITY AND GUARANTY BONDS**

12.1 Prior to signing the contract, the Contractor will be required to furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising there under. The Contractor shall pay the premium. The Bond shall be in the amount of the total contract price. At the direction of the Owner, the Contractor may be required to increase the above bonds. Such addition, will be paid for by the Owner in the amount of the actual cost to the Contractor.

12.2 In addition to the bond listed in "12.1" above, the Contractor must also provide the necessary Certificates of Insurance as outlined in this section.

13. **LICENSES AND QUALIFICATION**

13.1 Bidder must be licensed to perform work in this State of Maryland and Harford County, Maryland.
14. **CONTRACTOR'S INSURANCE**

14.1 The Contractor shall maintain such insurance as will protect him from claims under Workmen's Compensation Acts, by coverage with the representative insurance companies recognized by the State Insurance Commissioner and by no other method, for damages for personal injury, including death, which may arise from the operations under this contract, whether such operations by himself or by any sub-contractor or anyone directly or indirectly employed by either of them. He shall protect himself and the Owner from other claims. Valid certificates of current Workmen's Compensation coverage from the Contractor, sub-contractor or anyone directly or indirectly employed by either of them shall be furnished to the Town by the insurance carrier.

14.2 The Contractor shall provide and maintain during the life of the contract Public Liability and Property Damage Insurance and Umbrella Coverage in the following amounts:

   a) Public Liability - $1,000,000 combined single limit
   b) Umbrella Liability- $1,000,000 with a $10,000 self insured retention

This insurance is to protect the contractor, his agents, and employees from claims of damages for personal injury including wrongful and accidental death and property damage which may arise from operations under the contract, whether such operations be performed by himself or his employees. The policy or policies shall name the Town as additional insured and shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving the Town ninety (90) days notice in writing. A lapse in insurance coverage shall be considered as contract default.

15. **INDEMNITY**

15.1 The Contractor agrees to indemnify and save harmless the Town of Bel Air, its agents, servants and employees from and against any and all liability or damage arising from injuries to persons or damage to property occasioned by any act or omission of the Contractor, his sub-contractor(s), agents, servants or employees including any or all expense, legal or otherwise, which may be incurred by the Owner, its agents, servants or employees in the defense of any claim, settlement or suit.

16. **SUB-CONTRACTS**

16.1 The Contractor shall not assign the Contract. He shall not sublet it as a whole or sublet it by trades or other portions in an amount of more than 25% of the monetary value of the Contract. The remaining percentage shall be executed by the Contractor with labor and materials directly purchased and paid for by the Contractor. Costs for insurance, overhead, supervision, etc., may not be claimed as a portion of the sublet work mentioned above. The execution of the work by a subsidiary of the Contractor is not considered direct employment. The contractor shall not assign any monies due or to become due to him hereunder, without the previous written consent of the Owner.
16.2 The Contractor shall, within seventy-two (72) hours after the award of contract, notify the owner in writing of the names of sub-contractors proposed for the principal parts of the work and for such others as the Owner may direct and shall employ only those as may be approved by the Owner.

16.3 The contractor agrees that he is fully responsible to the Owner for the acts and omissions of his sub-contractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons employed directly by him.

16.4 Nothing contained in the contract documents shall create any contractual relation between any sub-contractor and/or supplier and the Owner.

17. **SALES TAX**

17.1 Contractors who are performing work for the State of Maryland or any of its political subdivisions are required to pay the tax on materials and supplies which will be incorporated in the work.

17.2 The Contractor must pay the tax on all equipment which he purchases even though it may be used on a job for the Town.

18. **PERMITS, ROYALTIES REGULATIONS, ETC.**

18.1 The Contractor shall procure any and all permits necessary and shall pay all charges and fees necessary and incidental to the due and lawful prosecution of the work. All temporary services such as water, electric, gas, telephone, etc., shall be applied for and paid for by the Contractor.

18.2 The Contractor must be licensed as required by the laws of the State of Maryland.

18.3 The Contractor shall give all notices and comply with all Town, County, State and Federal laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and contract specifications are at variance therewith, he shall promptly notify the Owner, in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner he shall bear all costs arising therefrom.

18.4 The Contractor must comply with the provisions of the Workmen's Compensation Act and Federal, State, County and Town laws relating to hours of labor.

18.5 The Contractor shall pay for all royalties and license fees. He shall defend all suits and claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular process or the product of a particular manufacturer is specified, but if the Contractor has
information that the process or article specified is an infringement of a patent he shall be responsible for such loss unless he promptly gives such information to the Owner.

18.6 All work to be performed under this contract shall be done in accordance with the laws of Maryland, the Town of Bel Air, and Harford County, and these specifications prepared by the Town of Bel Air Department of Public Works.

19. SUSPENSION OF WORK

19.1 The Owner may at any time suspend the work, or any part thereof, by giving five (5) days notice to the Contractor in writing. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the Owner to the Contractor.

20. RESPONSIBILITY FOR DAMAGE

20.1 The Contractor shall be entirely responsible for any loss or damage to his own materials, supplies and equipment and for the personal property of his employees while they are within the Town limits.

20.2 The Contractor shall repair and restore to its original condition, any material or surface damaged by his operations.

20.3 All materials, supplies and equipment used by the Contractor shall be suitable and not harmful to surrounding surfaces.

20.4 The Contractor shall be solely responsible for any damage to buildings or their contents and for any loss or damage to any property, regardless of ownership, while acting in the performance of this contract.

21. LIMITATION OF LIABILITY

21.1 The Contractor shall not be liable for any delay in furnishing or failure to furnish service due to fire, flood, commotion, war, act of God or any cause beyond reasonable control.

22. CONTRACTOR SUPERVISION

22.1 The Contractor shall be responsible for the supervision of his employees at all times when work is in progress. The Contractor shall be responsible for the safety of his employees, the public and damage to the buildings when performing his work.

22.2 The Town or the designated representative reserves the right to disapprove any employee of the contractor who does not conduct himself in a satisfactory manner.
23. **HOLIDAY SCHEDULE**

23.1 Routinely, the Town is closed on the following holidays with no work expected on such "shut-down" days by the Contractor:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

*Note:* Whenever a holiday date occurs on a Saturday, the Town will observe the holiday on the preceding Friday. Whenever a holiday date occurs on a Sunday, the Town will observe the holiday on the following Monday. In the event the contractor may wish to work a holiday for his advantage, he may request approval from the Department of Public Works.

24. **INVOICES**

24.1 Submit invoices for approval to the Director of Public Works. All invoices will indicate the project number and name as called out on the cover sheet.

25. **REDUCTION OR INCREASE IN SCOPE OF WORK**

25.1 When the scope of work is reduced or increased, the cost of such changes will be subject to negotiation or re-negotiation of the monthly billing and/or contract cost. Such cost adjustment is to ensure a fair return to the contractor and eliminate the possibility of the Town paying for services no longer performed or required. Where possible unit prices, if applicable, provided in the proposal form will be utilized to make adjustments.

26. **ADDITIONS OR CHANGES TO CONTRACT**

26.1 The Contractor shall immediately alert the inspector where conditions warrant additional work or changes in the specified work. An agreement to any additional work under this contract must have **prior** approval of the Director of Public Works.

27. **CONDITIONS OF AWARD**

27.1 In submitting this proposal, it is agreed that it may not be withdrawn for a period of sixty (60) days after the scheduled closing time for receipt of proposals.

27.2 Accompanying this proposal is required Bid Security. It is understood and agreed that if this proposal is accepted by the Town, the undersigned Bidder shall furnish the Bonds required by these Contract Documents and sign the Contract Agreement within five (5) days of notification of such acceptance of this proposal.
27.3 The proposer understands that a bid bond is required if total proposal price exceeds $25,000 and that this proposal can be rejected if it is not received with the necessary bond, and proof (photocopy) of the proposer's contractor's license.

27.4 The Proposer acknowledges his/her understanding that the award of the contract is subject to submission of all required documents as outlined in the Specifications for Service. Failure to comply will be cause for rejection of proposal.

27.5 In case the work is not started, without just cause, within sixty (60) days of the Notice to Proceed, this Contract at the option of the Town, may be cancelled.

27.6 The bidder understands that the Town reserves the right to reject any or all proposals and to waive any informality in the bidding, and to exercise its sole discretion in considering the qualifications of bidders.

27.7 The proposer understands that the Town reserves the right to make the award of proposal for all Items Base bid, or any options, as set forth in detail under the information furnished in the Specifications.

28. **AWARD OF CONTRACT**

28.1 The Town of Bel Air reserves the right to reject any one or all proposals, to waive any technicalities, and to exercise its sole discretion in considering which proposal(s) shall be most beneficial for the Town.

28.2 In determining which proposal is best for the Town of Bel Air, the Town reserves the right to award any contract to any one (1) bidder or any portion of a proposal to more than one bidder when multiple bid items are involved.

28.3 The Town will award contracts to the proposer(s) with the best combination of price and qualifications. The Town will exercise its sole discretion in considering the qualification of bidders. Prior successful contract experience with the Town will be considered in all contract awards.

29. **NOTICE TO PROCEED**

29.1 Notice to Proceed will be given to the contractor by the Engineer. The contractor shall begin work as soon as possible but no later than ten (10) calendar days after receipt of such notice.
SECTION II
Contract No. PWTB 17-04

TOWN HALL SECURITY RENOVATIONS

Special Provisions

1. GENERAL

1.1 Reference

1.1.1 General Conditions, Proposal and Contract Agreement apply to the work under this section.

1.1.2 All work shall be in accordance with MOSHA – State Occupational Safety and Health Acts.

1.1.3 Project shall comply with the 2015 International Building Code (IBC), the 2015 NFPA 101 Life Safety Code, and all other required codes.

1.2 Description of Project

1.2.1 This contract is to provide labor, materials, tools, and equipment for the following:

In general the work includes constructing security improvements to the Finance and Administration Departments in Town Hall. In addition, an Add Alternate project to construct a new vestibule to the front of Town Hall is included.

1.3 Project Location/Pay Items

The project is located at Town Hall, 39 N. Hickory Avenue, Bel Air, Maryland 21014. The following three (3) items describe the work to be done on this project.

1.3.1 Item I – : FINANCE OFFICE SECURITY RENOVATIONS:

This item shall consist of all work associated with the security renovations as shown on Drawings and Project Specifications provided by Frederick Ward Associates. This shall include all labor, materials, testing, submittals, tools, and equipment necessary to make the renovations.
1.3.2 **Item II – ADMINISTRATION OFFICE SECURITY RENOVATIONS:**

This item shall consist of all work associated with the security renovations as shown on Drawings and Project Specifications provided by Frederick Ward Associates. This shall include all labor, materials, testing, submittals, tools, and equipment necessary to make the renovations.

1.3.3 **ADD ALTERNATE #1 – VESTIBULE RENOVATION**

This item shall consist of all work associated with the security renovations as shown on Drawings and Project Specifications provided by Frederick Ward Associates. This shall include all labor, materials, testing, submittals, tools, and equipment necessary to make the renovations.

1.4 **SPECIAL CONDITIONS**

The Project is by the Town of Bel Air (TBA), Department of Public Works (DPW), and the Project Coordinator is Charles Dawson, Deputy Director, DPW., referred to herein as the “TBA Coordinator.”

1.4.1 **Project Schedule:** It is the intent of the Town that bidding and execution of the Project shall proceed in accordance with the following schedule:

   a) Bid documents issued: On or about August 8, 2016.

   b) Pre-Bid Meeting: Tuesday, August 23, 2016, 2:00 PM,
      Town of Bel Air Town Hall
      39 N. Hickory Avenue, Bel Air, MD 21014.

   c) Bids Due: Friday, September 2, 2016, 2:00 PM,
      Bel Air Department of Public Works, Conference Room
      705 Churchville Road, Bel Air, MD 21014.

1.4.2 **Inspection of Premises:** The Bidder shall inspect the premises prior to submitting a bid in order to be fully aware of the conditions under which the work is to be done. Failure to do so shall not relieve the Contractor from performing in accordance with the strict intent and meaning of the specifications and plans, without additional cost to the Town.

1.4.3 **Prior Submittals & Approvals:** Submittals shall be submitted to the TBA for review and approval prior to installation per the Project Specifications:

1.4.4 **Secure Building:** Contractor shall be responsible for all persons, materials and equipment entering the building for or incidental to his contracted Work under this Project.

1.4.5 **Protection of Work & Property:** Contractor will be held responsible for any and all damage to property of the Town, or other occupants, done or caused by him or his employees or other
personnel engaged in his execution of the Contract. He shall be similarly responsible for all injury to persons that occur as a result of his fault or negligence. He shall take proper safety and health precautions to protect the occupants, the workers, the public, the Town, and the property of others. Contractor shall be responsible for any and all damage to facilities incurred in the performance of the Contract and shall hold the Town free of any and all claims for damages arising from the execution of the Contract.

1.4.6 Safety Requirements: Contractor shall adhere to all applicable safety and environmental laws and regulations during the life of the Contract.

1.4.6.1 Safety to Occupants - Contractor shall be responsible for coordinating all work with the TBA Coordinator. Work site shall include provisions for protecting occupants and the public from harm. Contractors may expect full cooperation from the TBA Coordinator in observing these requirements. Contractor shall endeavor to cause as little interruption or interference as possible to normal building operations.

1.4.6.2 MOSHA Requirements - In the performance of this work, Contractor shall conform to all MOSHA requirements in the performance of deliveries or installation of equipment and materials ordered herein. Contractors shall be responsible to deliver only the equipment and materials which conform in all respects to MOSHA requirements. Any deficiencies found by MOSHA inspectors in equipment or materials delivered herein or deficient to MOSHA standards at the time of the job performance shall be promptly corrected by the Contractor at no cost to the Agent.

1.4.7 Bathroom Facilities: It shall be the responsibility of the Contractor to provide a toilet for him and his employees in a convenient location agreed upon by himself and the TBA. No other restroom inside the facility shall be used by the Contractor’s personnel.

1.4.8 Clean Up: Contractor shall protect surrounding areas from damage resulting from the construction work. Contractor shall remove and dispose of all construction debris.

1.4.9 Taxes: Contractor shall separately pay all taxes in accordance with applicable law.

1.4.10 Guarantee: The materials and workmanship of all parts of all work shall be guaranteed, in writing, unconditionally for a period of one (1) year from the date of acceptance against any defects arising from faulty equipment, materials or workmanship. Either replacement or acceptable repairs shall be made promptly to any defective materials or workmanship without charge to the Town.

1.4.11 Other Work in the Building: The Town is the custodian of the Building, and as such performs management of the building and its operations. The Town will act as coordinator for this Project and other Projects that may be underway from time to time.
1.5 CONDITIONS

1.5.1 CODES, REGULATIONS AND PERMITS: Bidder shall comply with federal, state, and local codes and regulations. Give all necessary notices and obtain all necessary permits. Pay all fees and other costs appertaining. Arrange for all inspections and pay all costs attendant to inspection by agencies having jurisdiction. Make all corrections and remedy all deficiencies to the satisfaction of the agencies having jurisdiction.

1.5.2 SUBMITTALS: Within ten (10) working days of notice to proceed, submit to the TBA Coordinator, for review and approval, manufacturers’ printed catalog information and shop drawings. Should submitted material be found unacceptable, Contractor shall provide re-submission of complying products as required until approved. Contractor shall clearly note any deviations from the accompanying Plans or these specifications on his submittals. Deviations will not be accepted unless they are found to be in the best interests of the Town.

1.5.3 DEMOLITION, REMOVALS & DISPOSITION OF MATERIALS:

Materials shall be promptly removed from the property and disposed of in accordance with law and at Contractor’s expense.

1.5.4 ACCEPTANCE: Upon essential completion, provide documentation of final inspections per code and demonstrate to TBA Coordinator the proper operation of the completed work.

1.5.5 PROJECT PLANS: Provided with this specification is a set of Drawings titled, Renovation For Bel Air Town Hall, prepared by Frederick Ward Associates, drawings T1, A1-A5. These drawing shall have the same effect as if they were included within this specification:

1.6 Progress Schedule and Schedule of Operation

1.6.1 The Contractor will be held responsible for a “Progress Schedule” which will enable him to complete the work within the time specified.

1.6.2 It will be the Contractor’s responsibility to submit a schedule of operations to the Director and obtain his approval before any work is done under this Contract.

1.6.3 No work will be allowed on Holidays, Saturdays or Sundays on this contract unless written permission is given by the TBA.

1.6.4 No work will be allowed on this contract between the hours of 5:00 p.m. & 7:00 a.m. unless written permission is given by the TBA.
1.7 **Quantities of Materials**

1.7.1 The Contractor shall be required to acquire all measurements and material quantities.

1.8 **Time of Completion**

1.8.1 All work for this contract shall be fully and finally completed within 120 business days from Notice to Proceed.

1.9 **Liquidated Damages**

1.9.1 For each calendar day that the Contractor is in default in starting or completing the work to be done under this contract, the contractor shall pay to the Town liquidated damages, which the Town will suffer by reason of such default. The Town shall be fully authorized and empowered to deduct and retain the amount of any damages, determined as monies due the contractor under the contract at any time after such damages are incurred. The permitting of the contractor to finish work, or any part of it, after the period of time of completion may have been extended, shall in no way operate as a waiver on the part of the Town of any of its rights under the contract. The amount of liquidated damages shall be $100.00 per calendar day.
SECTION III
Contract No. PWTB 17-04

TOWN HALL SECURITY RENOVATIONS

Proposal and Contract Agreement
Bid Documents

Proposal Due: FRIDAY, SEPTEMBER 2, 2016 @ 2:00 p.m.

PROPOSAL (Original only to be submitted)

PROPOSAL OF __________________________ (Contractor)

ADDRESS: ______________________________________

________________________________________________________________________

* a corporation organized and existing under the laws of the State of ____________, a partnership
consisting of __________________________________________ an individual
trading as ____________________________________________ hereinafter called "Contractor",

made this _____ day of __________________, 20____.

TO: TOWN OF BEL AIR
705 CHURCHVILLE ROAD
BEL AIR, MARYLAND 21014

FOR: TOWN HALL SECURITY RENOVATIONS
Contract No. PWTB 17-04

The Contractor, in compliance with the invitation for bids for the above project, having carefully
examined the contract documents and being familiar with all of the conditions of the site and having
received clarification on all items of conflict or upon which doubt may arise, of the proposed project,
hereby proposes to furnish all labor, materials and supplies and equipment required by said documents
for work in strict accordance with the contract documents, within the time set forth below at the proposal
cost stated below. The cost is to cover all expenses, including taxes incurred in performing the work
required under the contract documents of which this proposal is a part.
Bidder acknowledge receipt of the following addenda:

Addendum No. _________  Dated _______________________
Addendum No. _________  Dated _______________________
Addendum No. _________  Dated _______________________

(Indicate number of numbers of Addendum received)

* Insert corporation, partnership or individual as applicants.

[TO BE SUBMITTED IN DUPLICATE]
SECTION III

Contract No. PWTB 17-04

TOWN HALL SECURITY RENOVATIONS

SCHEDULE OF PRICES

NOTE: This proposal shall be filled in by the Bidder, with the prices written in words and numerals, and the extensions shall be made by him. For complete information concerning these items, see Specifications, Special Provisions and Contract Form.

<table>
<thead>
<tr>
<th>Item Nos.</th>
<th>Approx. Qty.</th>
<th>Description of Items &amp; Price Bid (in written words)</th>
<th>AMOUNT $$$ Cts.</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>LUMP SUM</td>
<td>FINANCE OFFICE SECURITY RENOVATIONS:</td>
<td></td>
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<td>at ______________________________________________</td>
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<td>(Lump Sum)</td>
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<tr>
<td>II</td>
<td>LUMP SUM</td>
<td>ADMINISTRATION OFFICE SECURITY RENOVATIONS:</td>
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<td>at ______________________________________________</td>
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<td></td>
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<td>(Lump Sum)</td>
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<tr>
<td>III</td>
<td>ADD ALTERNATE #1</td>
<td>VESTIBULE RENOVATION</td>
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<td>at ______________________________________________</td>
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<td>(Lump Sum)</td>
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</table>
The undersigned swears (or affirms) under the penalty of perjury that the Bidder, its agents, servants and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for an don behalf of the Bidder, or themselves, to obtain information that would give the Bidder an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Bidder, or themselves, to gain any favoritism in the award of any contract resulting from this bid.

BID SUBMITTED BY:

Name of Company

Address

Telephone Number

Representative Signature

Representative /Title (please print/type)

Date

20
SECTION III
Contract No. PWTB 17-04
TOWN HALL SECURITY RENOVATIONS
Proposal and Contract Agreement
Bidders Certificate

The bidder hereby certifies:

That this proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association or other corporations;

That he has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal;

That he has not sought by collusion or otherwise to obtain for himself an advantage over any other bidder or over the Town.

Bidder will not discriminate against any employee or applicant for employment because of race, creed, color or national origin in connection with the performance of the work.

IF A CORPORATION:

Name of Corporation

Name and Title of Officer

Address for Communications

IF A PARTNERSHIP:

Name of Partnership

Partner

Address for Communications

1. Incorporated under the laws of the State of ____________________.

2. Licensed to do business in the State of Maryland:
   ____Yes  ____No
### IF AN INDIVIDUAL:

<table>
<thead>
<tr>
<th>Name of Individual</th>
<th>1. State residence address:</th>
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<tbody>
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<tr>
<td>Firm Name, if any</td>
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<tr>
<td>Address for Communications</td>
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### IF A JOINT VENTURE:

<table>
<thead>
<tr>
<th>Name of Corporation</th>
<th>1. Incorporated under the laws of the State of</th>
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<tr>
<td>Name and Title of Officer</td>
<td>2. Licensed to do business in the State of Maryland:</td>
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<td>____Yes  ____No</td>
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<td>Address for Communications</td>
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<tr>
<th>Name of Corporation</th>
<th>1. Incorporated under the laws of the State of</th>
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<tr>
<td>Name and Title of Officer</td>
<td>2. Licensed to do business in the State of Maryland:</td>
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<td>____Yes  ____No</td>
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<td>Address for Communications</td>
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(EACH BIDDER MUST COMPLETE THE PROPOSAL FORM BY SIGNING IN THE PROPER SIGNATURE LINE ABOVE AND BY SUPPLYING THE REQUIRED INFORMATION CALLED FOR IN CONNECTION WITH THE SIGNATURE.)
SECTION III
Contract No. PWTB 17-04

TOWN HALL SECURITY RENOVATIONS
Proposal and Contract Agreement
Bidders Statement of Qualifications

1. Number of years in business: ___________. If not under present firm name, list previous firm names and types of organization.

2. Contracts on hand: (Complete the following schedule).

<table>
<thead>
<tr>
<th>Project &amp; Address</th>
<th>Owner</th>
<th>Owners Rep.</th>
<th>Amt. of</th>
<th>% Compl.</th>
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3. General character of work performed.

4. The following are the more important contracts completed in the last five (5) years on a type similar to the work now bid for, including approximate cost.

5. Other experience qualifying you for the work now bid for.

6. There has been no default in any contract completed or uncompleted except as noted below:
   (a) Number of contracts on which default was made ___________.
   (b) Description of defaulted contracts and reason therefore:
7. Have any administrative or legal proceedings been started against you alleging violation of any Wage and Hour regulations or laws? ___ (If yes, give details)

8. List banking references.

8.1 Do you have a current confidential statement with the Town (if not, and you desire, you may file such statement with this bid, sealed in a separate envelope and appropriately designated.)

8.2 If not, upon request will you within three (3) days file a detailed confidential financial statement? ___Yes ___No

Dated at __________________________ this __________________________

Day of __________________________, 20 ____.

Name of Organization (s)

By: ______________________________

Title of Person Signing
SECTION IV  
Contract No. PWTB 17-04  
TOWN HALL SECURITY RENOVATIONS  

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT made this ___ day of ______, 20___, by and between the TOWN OF BEL AIR, a municipal corporation of the State of Maryland, party of the first part, hereinafter called the Owner, and _________________________, party of the second part, hereinafter called the Contractor.  

WITNESSETH: That the Contractor hereby declares that it has carefully examined the specifications and material requirements forming part of this Contract, the same being on file with the Director of Public Works, Public Works Building, 705 Churchville Road, Bel Air, Maryland, and have to their satisfaction examined the locality and site of the work proposed to be done hereunder, and it does hereby covenant and agree to deliver, furnish and erect all materials and provide all labor to do and to perform all the work to be furnished and delivered, done and performed in and about the limits of service for the providing of:  

__________________________________________  

It is recognized that the form of this Contract Agreement is contained as Section IV of the Invitation for Proposals and Specifications for CONTRACT No. PWTB 17-04 dated AUGUST 8, 2016. This Contract Agreement is executed as an acceptance of the Proposal dated _________, 2016 submitted by ___________________________.  

The said Invitation for Proposals and the said proposal of the Contractor are incorporated herein and made a part of this Contract Agreement.
IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first above written.

ATTEST:

TOWN OF BEL AIR

BY: ____________________________
Jesse Bane
Town Administrator
(Party of the First Part)

Approved as to Legal Form and Sufficiency:

Town Counsel

ATTEST:

CONTRACTOR

BY: ____________________________
(Party of the Second Part)

(TO BE SUBMITTED IN DUPLICATE)