



Town Council
Regular Meeting
November 12, 2024, 6:00 PM

Agenda

1. Call to Order

1.1. Call to Order

Attendees, please use meeting courtesy. Virtual attendees are asked to mute microphones when joining the meeting. Participants may be muted by the Town Clerk and meetings will be recorded.

In accordance with the Open Meetings Act, the public has the right to view/listen to the discussion only. At their discretion, the Town Council may allow participants to voice questions or provide comments on the topics under discussion. Written comments may be submitted via email to Legislative@townoflaplata.org. Individuals wishing to address the Town Council may sign up in advance on the Town's website (Public Communications) or on the meeting sign-up sheet.

Join on your computer, mobile app, or room device.

[Join the Meeting](#)

Meeting ID: 239 407 032 347

Passcode: vEFjZB

[Download Teams](#) | [Join on the web](#)

In accordance with the Code of Maryland, General Provisions, Section 3-302 (Open Meetings Act), notice is hereby given that a portion of this meeting will be held in closed session.

1.2. Roll Call

1.3. Pledge of Allegiance

1.4. Approval of the Meeting Agenda

2. Approval of Minutes

2.1. Approval of minutes from the Special Meeting on October 29, 2024.

3. Petitions, Communications, Appearances and Public Comment

3.1. Public Comment

4. Matters of Information

4.1. Pension Plan Update (Kennedy)

5. Matters of Council Discussion

5.1. Water Meter Setter Purchase (Wood)

5.2. Inspections Department Vehicle Purchase (Mosrie)

5.3. Willow Lane Pump Station Maintenance (Parks)

5.4. Tilghman Lake Settling Basins (Adams)

5.5. Fiscal Year 2024 Financial Plan/Budget Amendment (Larsen)

6. Legislation

6.1. Resolution 24-23 Water Meter Setter Purchase (For Introduction and Consideration of Adoption)

A RESOLUTION concerning

Water Meter Setter Purchase

FOR the purpose of authorizing the Chief Executive Officer to enter into a contract purchase agreement for the purchase of water meter setters; and all matters generally relating thereto.

6.2. Resolution 24-25 Inspections Department Vehicle Purchase (For Introduction and Consideration of Adoption)

A RESOLUTION concerning

Inspections Department Vehicle Purchase

FOR the purpose of authorizing the Town Manager to enter into a contract agreement for the purchase of one (1) 2024 Chevrolet Silverado 1500 Truck for use by the Inspections Department for code enforcement and inspection activities; and all matters generally relating thereto.

6.3. Resolution 24-24 Willow Lane Pump Station (For Introduction and Consideration of Adoption)

A RESOLUTION concerning

Willow Lane Pump Station Maintenance

FOR the purpose of authorizing the Chief Executive Officer to enter into a contract agreement for the cleaning of accumulated fats, oil, and grease from Pump Station Wet Well, and the hauling and disposal of said accumulation; and all matters generally relating thereto.

6.4. Resolution 24-26 Tilghman Lake Settling Basins (For Introduction and Consideration of Adoption)

A RESOLUTION concerning

Tilghman Lake Park Settling Basins

FOR the purpose of authorizing the Chief Executive Officer to enter into a contract service agreement for the creation and maintenance of settling basins at Tilghman Lake Park; and all matters generally relating thereto.

6.5

 . Ordinance 24-18 Fiscal Year 2025 Financial Plan/Budget Amendment (1st Reading; For Introduction)

AN ORDINANCE concerning

**Amendment to Town of La Plata Fiscal Year
2024 Financial Plan/Budget – 2023 Series Bonds**

FOR the purpose of amending the Town of La Plata Fiscal Year 2024 (FY24) Financial Plan/Budget to reflect the activities of the 2023 Series Bonds; and all matters generally relating thereto.

7. New Business

7.1. Reports from the Mayor and Town Council

8. Motion for a Closed Session

8.1. Statutory Authority to Close Session: § 3-305(b)(7) To consult with counsel to obtain legal advice on a legal matter.
Topic: To obtain legal advice for potential litigation.

9. Adjourn

9.1. Adjournment

TOWN OF LA PLATA
Department of Human Resources

Pension Plan Update

To:	Mayor and Town Council
From:	Monica L. Kennedy, Director of Human Resources
Date:	November 12, 2024

As I continue to make progress with the proposed pension plan, I want to share some important details regarding the projected costs associated with the plan's setup and ongoing maintenance. These costs reflect initial startup expenses as well as long-term maintenance requirements. Based on procurement rules, we will need Council approval to enter the necessary contracts through a resolution if that is still the Council's will based on this new information.

- I consulted with several firms; three disengaged after receiving our initial plan outline.
 - All firms recommended exploring alternatives to the Plan Three framework currently under consideration.
 - Firms described the plan as unique, convoluted, intricate, and challenging.
- Estimated first-year setup, maintenance, and compliance costs are \$55,000+ annually.
- These costs do not include potential additional expenses such as travel, extra reporting, or plan updates.
- Legal costs will vary based on the team members assigned, with a rate-based fee structure.
- Actuarial fees will increase by 3% annually.
- A favorable determination letter from the IRS will be required, which includes an additional filing fee.
- We are developing a list of plan rules that will need to be addressed, including:
 - Reemployment guidelines
 - Breaks in service
 - Credible service and leave of absence policies
 - Required documents (enrollment, beneficiary information)
 - Grandfathering considerations
 - Payment options (lump sum, DROP, etc.)
 - Disability provisions
 - Transition in and out of "eligible" positions
 - Defining eligible positions if titles change, or positions added/removed
 - Town contributions if vested, but no longer in covered position



TOWN OF LA PLATA

305 Queen Anne Street
Post Office Box 2268
La Plata, Maryland 20646

MEMORANDUM

To: Mayor and Council, Town of LaPlata
From: Kristen DeMarr, PW Project Manager
Subject: Water Meter Setters Purchase Request
Date: October 31, 2024

The Public Works Department is requesting to purchase setters correlating to our recent purchase order for 5/8 x 3/4" water meters. We currently have 260 setters in stock and are requesting to order an additional 200 units. The current order request is to replenish inventory to support the growth in Pinegrove.

Please see the three setter quotes from Ferguson, Core & Main, and LB Water. Although most likely compatible, Ferguson is quoting a different manufacturer brand than we typically use for meter installation. By apples to apples comparison between Core & Main and LB Water, the latter vendor came in with the lowest price, at \$178.59/unit or a total of \$35,718.00. This purchase will be paid for using Water Distribution Enterprise funds.

I request that Council authorize the Town Manager to sign this quote and approve the purchase of the 200 Ford meter box setters. Danny Wood, Acting Asst. Director of Public Works, and Karina Larsen, Town Treasurer, will be happy to answer any questions at the upcoming November 12^h Council session. Thank you for your consideration.

Attachments:

1. Ferguson Quote
2. Core & Main Quote
3. LB Water Quote

CC:

Jeanine James, Town Mayor/CEO
Michelle Miner, Assistant Town Manager
Karina Larsen, Town Treasurer
Danny Wood, Acting Assistant Director of Public Works
Kelly Phipps, Director of Legislative Services



Sold To:
TOWN OF LA PLATA
PO BOX 2268
LA PLATA, MD 20646-2268

Ship To:
TOWN OF LA PLATA
Branch - 513
2720 Old Washington Rd
Waldorf, MD 20601

Customer #	152689
Order #	V840489
Date Ordered	10/16/24
Job #	
Job Name	
Customer Reference	
Purchase Order #	NEED PO
Method of Shipment	PICKUP
Contract Order #	U648769
Ordered By	
Ship Via	CPU

Branch:
WALDORF MD
Branch - 513
2720 Old Washington Rd
Waldorf, MD 20601

Phone: 301-843-0126

Bid Seq#	Product Code	Description	Qty Ordered	Qty Shipped	Qty B/O	Net Price	UOM	Ext Price
	4607VV727W1133NL	VV72-7W-11-33-NL 5/8X3/4 METER SETTER 7 HEIGHT 3/4 DUAL PURPOSE NUT DPXDP IN/OUT NO LEAD	200			200.00000	EA	40000.00

Terms in accordance with shipping manifest.

Special Instructions/Comments:

BID # 3460168 C/O # U648769
BID NM: TOWN OF LA PLATA

Total Ordered:	40000.00
Tax Amount:	.00
Other Charges:	.00
Total:	40000.00



FERGUSON WATERWORKS #7835
8520 PENNSYLVANIA AVE SERV RD
UPPER MARLBORO, MD 20772-4884

Phone: 301-870-7901
Fax: 301-736-1582

Deliver To:
From: Bob Johns
bob.johns@ferguson.com
Comments:

09:45:36 OCT 14 2024

Page 1 of 1

FERGUSON WATERWORKS #7835

Price Quotation

Phone: 301-870-7901

Fax: 301-736-1582

Bid No: B048653
Bid Date: 10/14/24
Quoted By: RWJ

Cust Phone: 301-934-8421
Terms: NET 10TH PROX

Customer: TOWN OF LA PLATA
PO BOX 2268
LA PLATA, MD 20646

Ship To: TOWN OF LA PLATA
PO BOX 2268
LA PLATA, MD 20646

Cust PO#:

Job Name: SETTERS

Item	Description	Quantity	Net Price	UM	Total
SP-M720207LLDD	5/8 X 3/4 NL DP SETTER	200	203.171	EA	40634.20

Net Total: \$40634.20
Tax: \$0.00
Freight: \$0.00
Total: \$40634.20

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=7835&on=3539>

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QUOTATION

L/B Water Service, Inc.
7111 GEOFFREY WAY
FREDERICK, MD 21704
301-874-2560



Quote Number	
2005229	
Quote Date	Page
10/03/2024	1 of 1

Quote Expires On: 11/03/2024

Proposal Submitted to: 12614
MISCELLANEOUS CUSTOMER
(PAYMENT AT TIME OF SALE)
FREDERICK, MD 0

Ship To:
TOWN OF LA PLATA
305 QUEEN ANNE ST
LA PLATA, MD 20646

Requested By: AUSTIN CORBIN

PO/Job Name		Salesperson	Entered By
METER SETTER 70 SERIES /TOWN OF LA PLATA		Damien Brown	DAMIEN_BROWN
Quantity	Item ID	Unit	
Quoted	UOM	Price	
Item Description		Extended Price	

Delivery Instructions: **NON RETURNABLE**

DUE TO CONTINUOUSLY CHANGING SUPPLY CHAIN CONDITIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.

200.00	EA	MSC-10261272 VV72-7W-11-33-NL 5/8X3/4 COPPERSETTER 70 SERIES (LA PLATA)	***NON-STOCK***	\$178.59	\$35,718.00
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Total Lines: 1

SUB-TOTAL: 35,718.00

TAX: 0.00

EXTENDED QUOTE \$: 35,718.00

**L/B Water Service, Inc.
TERMS AND CONDITIONS OF SALE**

Please see full terms and conditions at www.lbh2o.com. These terms and conditions (these "Terms") apply to the purchase and sale of products ("Goods") from L/B Water Service, Inc. (the "Seller") and are subject to change by Seller without prior written notice at any time, at Seller's sole discretion. Any purchases by Purchaser after written notice by Seller of such changes either via its website or other writing will constitute Purchaser's acceptance of and agreement to the Terms.

I/we, _____, hereby agree to purchase the goods presented on this quotation and to accept the terms and conditions listed above.

Signature

Title

Date



TOWN OF LA PLATA

305 Queen Anne Street
Post Office Box 2268
La Plata, Maryland 20646

MEMORANDUM

To: Mayor and Council, Town of La Plata
From: Aaron Mosrie, Director of Inspections
Subject: Inspections Vehicle Purchase Modification
Date: November 05, 2024

The Planning Department accounted for \$42,000.00 towards the purchase of a new vehicle in the FY24 budget. A 2024 Ford Maverick was ordered through the National Auto Fleet Group (Sourcewell Vehicle Contract #091521-NAF) for the amount of \$27,331.82.

Unfortunately, Ford Motor Company experienced high demand in the 2024 Ford Maverick production, and they were unable to fulfill the order. The National Auto Fleet Group advised that they could not guarantee a 2025 model for the coming year, but if available, they would try to honor the current price. The Town was offered the option to cancel the order and seek other purchase opportunities without penalty.

We have contacted four automotive dealerships in the area, with three vendors unable to deliver a comparable vehicle for the price. Due to high demand, and the increase in cost for new vehicles, only one dealership was able to offer discounts and incentives that allowed the Town to purchase a comparable vehicle within the approved budget.

For your consideration, the Inspections Department is requesting the purchase of a 2024 Chevrolet Silverado 1500 pickup truck. This vehicle is similarly equipped to the previous vehicle that was ordered, as it is also equipped with 4-wheel drive to allow inspections in areas with unpaved access, such as construction sites. The 4-wheel drive vehicle will also allow the inspector to respond during inclement weather. The vehicle has the cargo capacity needed to continue with the daily operations of inspections, with duties that include sign enforcement, shopping cart removal, and trash/debris pickup. The proposed vehicle is equipped with a fuel efficient 2.7L (4-cylinder) engine. The total price of the new vehicle is \$39,131.00. This represents a cost increase of \$11,799.18, as compared to the proposed FY24 purchase price. The increased cost is due to the increase in new vehicle prices, along with a model that is larger and more capable of performing the duties of the Inspections Department. This vehicle is similar to the other ½-ton vehicles in the current fleet.

This new truck will replace an existing 2016 Ford F-150 that has suffered from increased maintenance costs, due to both age and the estimated service-life of the vehicle. The 2016 Ford F-150 will be reassigned to a department where it will be utilized for light duty use.

Attachments:

1. Sourcewell Vehicle Contract #091521-NAF
2. New vehicle purchase order

CC: Michelle Miner, Asst Town Manager
Karina Larsen, Town Treasurer
Kelly Phipps, Director of Legislative Services



TOWN OF LA PLATA

305 Queen Anne Street
Post Office Box 2268
La Plata, Maryland 20646

MEMORANDUM

To: Mayor and Town Council
From: Jeanine Harrington, AICP, Director of Planning
Subject: Purchase of a Town Truck for Code Enforcement
Date: July 27, 2023

Executive summary:

The proposal before the Town Council is for the purchase of a new 2024 Ford Maverick Truck for Code Enforcement.

Background:

The Planning Department currently has a 2016 Ford F250 truck which is utilized by the Manger of Inspections and a 2022 F F250 which is utilized by the Planning Director. We hired an Inspector II in January of 2023 and will need to purchase a vehicle for his use. The recommended features include basic needs for performing inspections and driving in inclement weather.

The base purchase price is \$23,400 with the following options:

Spray-In Bedliner = \$495.00
Front and Year Floor Mats = \$135.00
Equipment Group 100A Standard = \$2,220.00
Manufacturer Destination Charge = \$1,595.00
Discount (Contract Price) = \$513.18

For a total purchase price of \$ 27,331.82

Budget:

The planning department accounted for \$42,000 towards the purchase of a new vehicle in the FY24 budget.

Reference Documents:

1. Sourcewell Quote - 25060



WWW.LEXINGTONPARKCHEVY.COM
Leonardtown Motors
22675 Three Notch Road, California, MD 20619
(301) 842-4287

STOCK NO.
00LC3646

PURCHASER'S FULL NAME Town of LaPlata FIRST MIDDLE LAST
SALESPERSON Grant Williams DATE 10/29/2024

CO-PURCHASER'S FULL NAME _____ EMAIL _____

ADDRESS 305 Queen Anne Street, RES. PHONE _____

ADDRESS La Plata MD 20646 BUS. PHONE _____

CELL PHONE 301-715-3004

PLEASE ENTER MY ORDER FOR THE FOLLOWING VEHICLE:

YEAR 2024 MAKE Chevrolet MODEL SILVERADO COLOR MIT WHITE NEW ☐ USED ☐ DEMO ☐ PREVIOUS RENTAL ☐

MVI OR SERIAL NO. 1GCRDAEK2RZ345888 MILEAGE 6 TO BE DELIVERED ON OR ABOUT _____

PRICE OF VEHICLE _____ PRICE OF VEHICLE MSRP 45085

SUB TOTAL _____ DEALER PROCESSING CHARGE (NOT REQUIRED BY LAW) 799.00

APPLICABLE TAXES _____

TITLE FEE _____ CVR FEE _____ TAG FEE _____ LICENSE FEE _____ TIRE TAX _____ TOTAL FEES _____

TOTAL VEHICLE PRICE 43631

DEPOSIT SUBMITTED WITH ORDER _____ THIS BUYER'S ORDER IS NOT A CASH RECEIPT

ALLOWANCE FOR USED CAR TRADE IN _____

LESS BALANCE OWING TO - _____

DESCRIPTION OF TRADE-IN NET EQUITY TRADE _____

MAKE _____ MODEL _____ TYPE _____ YEAR _____ LICENSE NO. _____ REBATES 4500

SERIAL NO. _____ DRIVERS LICENSE NO. _____ D.O.B. _____ GUARANTEED ASSET PROTECTION _____

TRADE MILES _____ TITLE NO. _____ DRIVERS LICENSE NO. _____ D.O.B. _____ EXTENDED SERVICE PLAN _____

INSURANCE COMPANY _____ SERVICE/MAINTENANCE CONTRACT _____

POLICY NO. _____ BALANCE DUE ON DELIVERY 39131

As to used vehicles, information on the window forms part of this agreement and the information on the window form makes any contrary provisions in this agreement void. La informacion que aparece en la ventanilla de este vehiculo forma parte de este contrario. La informacion contenida en el formulario de la ventanilla anula cualquier prevision que establezca lo contrario y que aparezca en el contrato de venta.

NOTICE TO PURCHASERS

1. The Maryland Automotive Warranty Enforcement Act gives you certain additional rights against the manufacturer or factory branch in the event your new car does not conform to all applicable manufacturer's warranties during the first 24 months of ownership or 18,000 miles of the car's operation, whichever comes first. To preserve your rights under this law, you must report the non-conformity, defect, or condition by giving written notice to manufacturer or factory branch by certified mail, return receipt requested.
2. Purchasers warrant that the balance owed on trade vehicle is accurate and agree to pay the dealer any difference between the amount shown above and the actual amount due, and agree that the total cash due may be increased by the amount of the difference.
3. The other terms on the back of this Agreement constitute a part hereof.
4. Any modification of this Agreement must be in writing and signed by an authorized manager representative of the dealer.
5. Purchasers certify that they are over 18 years of age.
6. New Car Purchasers certify that they have been given the opportunity to read the owners manual including the manufacturer's express warranty and rustproofing information.

Purchasers' Signature: We have read the matter printed on the back hereof and agree to it as a part of this order the same as if it was printed above our signatures. We authorize the dealer to make whatever credit inquiries it deems necessary in connection with this contract. Purchasers understand that the annual percentage rate (APR) for any installment sale of the vehicle may be negotiated with Dealer and that Dealer may receive some portion of the finance charge or receive other compensation for providing financing, service contracts and other products. We specifically acknowledge that Paragraph 23 on the reverse side hereof requiring arbitration of any disputes has been reviewed with us and we understand those terms and conditions.

SALESPERSON'S SIGNATURE

SALESPERSON

BY [Signature] AUTHORIZED MANAGER

THIS ORDER IS NOT VALID
UNLESS SIGNED
AND ACCEPTED BY DEALER
OR HIS AUTHORIZED
REPRESENTATIVE

10/29/2024

Purchaser

Date

Co-Purchaser

10/29/2024

Date



TOWN OF LA PLATA

305 Queen Anne Street
Post Office Box 2268
La Plata, Maryland 20646

MEMORANDUM

To: Mayor and Council, Town of LaPlata
From: Kirk Parks, Wastewater Superintendent
Subject: Wind River Environmental (dba Kline's Services) Willow Lane PS cleaning Proposal
Date: October 30, 2024

It is time again for the annual cleaning and waste disposal service at the Willow Lane Pump Station.

The town received 1 (one) bid for these services from Wind River Environmental Services LLC. Please see the attached proposal, including scope of work in the amount of \$69,212.00. As the proposal states, the cost is based on projected work hours and up to 125 tons of waste material needing to be removed and properly disposed of.

We have been utilizing Wind River Environmental (Kline's Services) for annual and as needed Pump Station cleaning services since 2015. Being the only bid I am recommending the continuation with Wind River Environmental (Kline's Services). This is a specialized service performed by very few companies, with Kline's being the only one that is local. They have the necessary equipment, experience and DEP permitted disposal facility to handle this scope of work. And finally, we've built a good working relationship with Kline's over the years and know we can rely on them to do the job proficiently and in a timely fashion.

As normal, these services will be paid for using Sewer Collection Enterprise funds. I request that Council authorize the Town Manager to sign this proposal and approve expenditures in the current fiscal year. I'm happy to answer any questions at the upcoming Council meeting. Thank you for your consideration.

Attachments:

1. Wind River Environ. Bid Package - Willow Lane Maintenance

CC:

Michelle Miner, Asst Town Manager
Karina Larsen, Town Treasurer
Kelly Phipps, Director of Legislative Services

NOTICE OF PUBLIC BID

**TOWN OF LA PLATA
305 QUEEN ANNE ST
LA PLATA, MARYLAND 20646**



**BID NO. – WLM-08-2024-07
Willow Lane Maintenance**

TOWN OF LA PLATA
PROCUREMENT OFFICE
305 QUEEN ANNE STREET
LA PLATA, MARYLAND 20646
acontee@townoflaplata.org
301-934-8421

DUE DATE/TIME: Tuesday, October 8, 2024 - 2:00 p.m.

PRE-BID MEETING: Tuesday, September 17, 2024 - 2:00 p.m.

WRITTEN QUESTIONS SHALL BE DUE ON OR BEFORE Tuesday, September 24, 2024 BY 2:00 P.M. ADDENDUM SHALL BE POSTED ON OR BEFORE Tuesday, October 1, 2024 BY 2:00 P.M. ALL QUESTIONS SHALL SUBMITTED TO THE OPERATIONS DEPARTMENT, DIVISION OF PUBLIC WORKS AT Kdemarr@townoflaplata.org.

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NOTICE TO CONTRACTORS

Sealed bids shall be due on or before Tuesday, October 8, 2024 by 2:00 p.m. for:

WLM-08-2024-07

Willow Lane Maintenance

The Contractor may submit their response as follows:

Ship package through UPS, FedEx, USPS or hand delivery to:

TOWN OF LA PLATA
PROCUREMENT OFFICE
305 QUEEN ANNE STREET
LA PLATA, MARYLAND 20646

There will be a pre-bid meeting held on Tuesday, September 17, 2024 at 2:00 p.m. The pre-bid meeting will be held at the La Plata Town Hall located at 305 Queen Anne St. Written requests for information related to this RFB shall be directed to the Operations Dept, attention Kristen DeMarr, Assistant Director of Operations - Administration, by email: at kdemarr@townoflaplata.org. Inquiries pertaining to this RFB shall give the RFB number, title, due date, and time. ***Written questions shall be due on or before Tuesday, September 24, 2024 by 2:00 p.m.*** Unauthorized contact with other TOWN OF LA PLATA staff regarding this RFB may result in the disqualification of the Contractor. Verbal questions and/or answers will not be binding. ***Written questions will be answered in the form of an addendum that will be posted on the Town's website <https://townoflaplata.org/bids.aspx> on or before Tuesday, October 1, 2024 by 2:00 p.m.***

A **bid opening** meeting will be held upon bid submittal deadline on Tuesday, October 8, 2024 at 2:00 p.m. This meeting will be held at:

Town Hall Council Chambers - 305 Queen Anne St La Plata, MD 20646

To be considered for award, a bid shall comply in all material respects with the Request for Bid (hereinafter, RFB). Such compliance enables Contractors to stand on an equal footing and maintain the integrity of the sealed bidding system.

Bids shall be submitted in a **SEALED ENVELOPE** with the label provided herein affixed to the front. The Town of La Plata, Maryland (or the officially authorized official), reserves the right to reject bids improperly labeled. The **SEALED ENVELOPE** shall also show the Contractor's name and address.

Where bids are sent by mail by any method to TOWN OF LA PLATA'S Procurement Office, the Contractor shall be responsible for their delivery before the date and time set for the closing of bid acceptance. If the delivery is delayed beyond the due date and hour set for the bid closing, bids shall not be accepted.

Acceptance of bids by TOWN OF LA PLATA employees other than the TOWN OF LA PLATA Procurement Office shall not be deemed proper delivery.

If an emergency or unanticipated event interrupts normal government processes so that bids cannot be received at the TOWN OF LA PLATA Procurement Office by the exact time specified in the RFB and urgent TOWN OF LA PLATA requirements preclude amendment of the bid opening date, the time specified for receipt of bids shall be deemed to be extended to the same time of day specified in the RFB on the first work day on which normal governmental processes resume.

All bids received before the time set for the opening of bids shall be kept secure. The bids shall not be opened or viewed, and shall remain in a locked bid box, a safe, or in a secured, restricted-access electronic bid box. If an RFB is cancelled, bids shall be returned to the Contractors. Necessary precautions shall be taken to ensure the security of the bid box or safe. Before bid opening, information concerning the identity and number of bids received shall only be made available to employees of TOWN OF LA PLATA Procurement Office. Such disclosure shall be only on a "need to know" basis. If bid samples are submitted, they shall be handled with sufficient care to prevent disclosure of characteristics before bid opening.

Bids made on any form(s) other than the required form(s) included in this RFB shall not be considered. Changes in the phraseology of the proposal, additional or limiting provisions, shall render the proposal informal and may cause its rejection.

Contractors shall be responsible for obtaining all documentation, including but not limited to any addenda issued by going to <https://townoflaplata.org/bids.aspx> prior to submitting their bid.

Changes to the Information for Contractors or Technical Specifications shall only be made in writing. TOWN OF LA PLATA assumes no responsibility for verbal instructions or interpretations.

Unless otherwise specified, all formal bids shall be binding for 120 calendar days following bid opening date, unless extended by mutual consent of all parties.

TOWN OF LA PLATA is tax exempt and all prices quoted shall be exclusive of any Federal or Maryland State Taxes. This includes Federal Excise Tax and any other Excise Tax applicable to any other equipment or accessories. However, taxes are required to be paid by the Contractor on all materials and equipment to be incorporated into the project. The Contractor is prohibited from using TOWN OF LA PLATA'S tax exempt number for any purchases.

Contractors are warned against unbalancing their proposals as this will render them liable to rejection.

The right is hereby reserved to reject any or all proposals, and to waive informalities, as the interest of TOWN OF LA PLATA may require.

If the Contractor to whom an award is made shall fail to execute the Contract hereto attached, and as herein provided, the award may be annulled and the Contract awarded to the next lowest responsible Contractor, and such Contractor shall fulfill every stipulation embraced herein, as if they were the original party to whom the award was made; or TOWN OF LA PLATA may reject all bids as its interests may require.

Contractors shall examine all documentation carefully. In case doubt shall arise as to the meaning or intent of anything comprised in the specifications, inquiry shall be made to the Procurement Office before a bid is submitted. Written questions and inquiries shall be accepted from any and all Contractors. The Procurement Office shall be the sole point of contact for this solicitation unless otherwise instructed herein.

The Town Manager reserves the right to reject any and all bids and to waive any informalities in bids received, whenever such waiver is in the best interest of the Town.

Small, local and minority owned business are encouraged to respond to this solicitation.

It shall be the responsibility of all Contractors to ensure they have received any and all addenda and other documents issued. Any and all addenda issued shall become a part of the Contract Documents and shall be fully considered by all Contractors during formation of Bids. The submission of a bid shall indicate the Contractor thoroughly understands the terms of all Contract Documents.

The submission of a bid on this work and service shall be considered as a representation that the Contractor has carefully investigated all conditions which affect or may, at some future date, affect the performance of the work or services covered by the proposal, the entire area to be serviced as described in the

specifications and other Contract Documents, and that the Contractor is fully informed concerning the conditions to be encountered, character, quality and quantity of work to be performed, and equipment and materials to be furnished; also, that the Contractor is familiar with all Federal, State and County laws, all codes and ordinances of TOWN OF LA PLATA to which affect the prosecution of the work and persons engaged or employed in the work or the materials and equipment used in the work.

Contractors should execute the following forms and provide required information and include as part of their bid. Failure to do so may be cause for rejection of bid as nonresponsive.

1. Notice to Contractors
2. General Conditions
3. Specifications
4. Price Proposal
5. Name and Signature Requirements for Bid and Contracts
6. Contractor References
7. Anti-Bribery Affirmation and Affidavit of Qualification to Bid
8. Subcontractors and Suppliers
9. Copy of Company Experience Modification Rating (EMR)
10. Agreement

GENERAL CONDITIONS OF BID AND CONTRACT

DEFINITIONS. Wherever the words defined in this section or pronouns used in their stead, occur in the specifications, proposal, contract or bond, they shall have the meanings herein given and as defined:

BIDDER/OFFEROR/CONTRACTOR shall mean a firm that responds to this RFB with a bid.

TOWN OF LA PLATA, MARYLAND shall mean the governing body.

TOWN OF LA PLATA or TOWN shall mean Town of La Plata, Maryland, noted hereinafter as TOWN OF LA PLATA (or the officially authorized official).

CONTRACT DOCUMENTS shall mean those written documents that define the roles, and responsibilities, and work under the Contract, and are legally binding on the parties (TOWN OF LA PLATA and the Contractor). The individual documents constituting the Contract Documents are as outlined herein under Contract interpretation by the Project Manager.

CONTRACTING OFFICER shall mean the Procurement Officer or their designated representative entrusted by TOWN OF LA PLATA with the authority to enter into, administer, renew, or terminate the Contract, along with related determinations and findings.

DIRECTOR shall mean the Director, Department of Operations, and shall mean the principal or their duly authorized representatives; said agents acting severally within the scope of the particular duties entrusted to them.

PROJECT MANAGER shall mean that person whom the Director has designated to supervise performance of this Contract on behalf of the TOWN within the scope of duties entrusted under such delegation of authority.

Whenever the Contract Documents or upon any drawings 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 is intended, and similarly the words APPROVED, ACCEPTABLE, SATISFACTORY, or, words of like import, shall mean approved by, acceptable or satisfactory to, the Project Manager, unless otherwise expressly stated.

CONTRACT INTERPRETATION BY THE PROJECT MANAGER. Any inconsistencies or ambiguities in the Contract Documents shall be immediately reported, in writing, to the Project Manager. Questions regarding the meaning and intent of the Contract Documents shall be referred in writing by the Contractor to the Project Manager with a Request for Information. The Project Manager shall respond to the Contractor in writing with a decision within fifteen (15) calendar days of receipt of the request, or if it is necessary to extend this period, the Project Manager shall notify the Contractor in writing as to when a decision will be provided.

Work done by the Contractor after its discovery of such inconsistencies or ambiguities without such notice and prior to response from the Project Manager shall be done at the Contractor's risk.

In resolving conflict, error, or discrepancies within the Contract Documents, the Contract Documents shall be given precedence in the following order (highest precedence and Notice to Contractors, lowest precedence):

Federal, State, and/or County Requirements
General Conditions of Bid and Contract
Specifications
Price Proposal

Contract
Notice to Contractors
Addenda

In the event that conflicts, errors, or discrepancies are not resolved by the Contract Documents' order of precedence, the more restrictive provision shall govern.

BID FORMS AND AFFIDAVITS

All bids shall be submitted on the forms provided, shall be signed by a principal duly authorized to make contracts, and submitted in a sealed envelope.

The attached Anti-Bribery Affirmation and Affidavit of Qualification to Bid form shall be submitted with bids. Failure to comply may be cause for rejection of bids.

ALTERNATE BIDS

Alternate bids shall only be considered when they are submitted separately and clearly marked and labeled ALTERNATE BID. The alternate bid shall only be considered if the Contractor's primary bid is the lowest responsible bid.

BRAND NAME OR EQUAL ITEMS

Unless otherwise provided in the RFB, the name of a certain brand, make or manufacturer does not restrict Contractors to the specific brand, make or manufacturer named; it conveys the general style, type, character and quality of the article desired, and any article which TOWN OF LA PLATA in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

FORMAL SOLICITATION

When a formal specification (no substitutes) is included or referred to in the solicitation, no deviation therefrom shall be permitted and the Contractor shall be required to furnish articles in conformity with that specification.

NEW GOODS, FRESH STOCK

All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design, or pack.

DEVIATIONS TO SPECIFICATIONS

Any deviations from the specifications shall be noted in detail by the Contractor in writing by the Contractor and submitted with the price proposal. TOWN OF LA PLATA reserves the right to accept or reject any deviation.

PROHIBITION AGAINST UNIFORM PRICING

TOWN OF LA PLATA shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market transaction methods of procurement. In submitting a bid each Contractor shall, by virtue of submitting a bid, guarantee that the Contractor has not been a party with other Contractors to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bid of such Contractors. Any disclosure to or acquisition by a competitive Contractor, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor shall render the entire proceedings void and shall require re-advertising the bids.

AWARD OR REJECTION OF BIDS

TOWN OF LA PLATA shall award the Contract to the lowest responsible bidder, subject to its right to reject any or all bids. TOWN OF LA PLATA reserves the right to award a Contract by individual items, in the aggregate, or in combination thereof, and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the Town. TOWN OF LA PLATA reserves the right to reject all bids and make purchases based on state, county, or municipal contracts that are established by a legal competitive process whenever it is in the best interest of the Town to do so. TOWN OF LA PLATA also reserves the right to reject the bid of a Contractor who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a Contractor who investigation shows is not in position to perform the Contract.

In determining the "lowest responsible bidder," in addition to considering price, TOWN OF LA PLATA shall consider:

1. The ability, capacity, and skill of the bidder to perform the Contract or provide the services required;
2. Whether the bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
3. The character, integrity, reliability, reputation, judgment, experience, and efficiency of the bidder;
4. The quality of performance of previous contracts or services;
5. The previous and current compliance by the bidder with laws and ordinances relating to the Contract or service;
6. Whether the bidder is in arrears to TOWN OF LA PLATA on any debt or Contract, is in default on any surety to TOWN OF LA PLATA, or is delinquent as to any taxes or assessments; and
7. Any other information that may have a bearing on the decision to award the Contract.

INDEMNIFICATION

Nothing contained in the Contract shall be construed to constitute the Contractor an agent of TOWN OF LA PLATA. The Contractor shall indemnify, keep, and save harmless TOWN OF LA PLATA, its agents, officials, and employees, against all injuries, death, loss, damage, claims, patent claims, suits, liabilities, judgments, costs, and expenses which may or otherwise accrue against TOWN OF LA PLATA in consequence of the granting of a Contract or which may or otherwise result therefrom. If it shall be determined that the act was caused through negligence or omission of the Contractor or his officers, directors, agents, or employees, of the subcontractor or his officers, directors, agents or employees, if any, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith. An if any judgement shall be rendered against TOWN OF LA PLATA in any such action, the Contractor shall at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend TOWN OF LA PLATA as herein provided.

NON-DISCRIMINATION IN EMPLOYMENT

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, gender identity, sexual orientation, or disability (physical or mental), except where religion, sex, national origin, gender identity, sexual orientation, or disability (physical or mental), is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer. In addition to complying with the provision of Equal Opportunity, the Contractor shall, in good faith, cooperate with TOWN OF LA PLATA in investigation of Equal Employment Opportunity (EEO) complaints, whether formal or informal.
3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
4. The Contractor shall include the provisions above in every subcontract or purchase order so that the provisions shall be binding upon each subcontractor or vendor.

INSURANCE

The Contractor shall not commence work under this Contract until it has obtained the insurance required under this section. All coverage shall be with insurance carriers licensed and authorized to do business in Maryland. Insurance companies providing insurance shall be acceptable to TOWN OF LA PLATA. Self-insured Contractors shall submit an affidavit attesting to their self-insured coverage.

1. Certificate Holder, Additional Insured, and Contract Information
 - a. The Town of La Plata, Maryland shall be named as certificate holder and as an additional insured for the duration of the Contract as follows:

Town of La Plata, Maryland
Attention: Procurement Office
305 Queen Anne Street
La Plata, Maryland 20646
 - b. The certificate shall also indicate the contract name and number.
 - c. Additional insured shall be as pertains to general liability and automobile liability and shall be stated under Description on the certificate as: Town of La Plata, Maryland shall be named as additional insured as pertains to general liability and automobile liability.
 - d. The "ADDL INSD" box shall be checked for general liability and automobile liability.
2. Commercial General Liability Insurance

During the life of this Contract, the Contractor shall procure and maintain Commercial General Liability Insurance in an amount not less than \$1,000,000.00 (combined personal injury and/or property damage) per occurrence subject to \$2,000,000.00 aggregate.

3. Workers Compensation

During the life of this Contract, the Contractor shall procure and maintain Workers Compensation, Insurance, including Employers Liability Coverage in accordance with the statutes of the State of Maryland, covering all employees engaged in performance of the contract. If a Contractor is a sole proprietor or is a company that is not required to maintain workers compensation insurance coverage under the laws of the state of Maryland, that Contractor shall submit the Workers' Compensation Commission Sole Proprietor's Status indicating "I have not elected to become a covered employee" and provide proof of General Liability coverage.

4. Automobile Liability Insurance

During the life of this Contract, the Contractor shall procure and maintain Automobile Liability Insurance, including applicable No-Fault coverage, with limits of liability not less than \$1,000,000.00 per accident combined single limit Bodily Injury and Property Damage. Coverage shall include vehicles to be used in conjunction with this Contract on behalf of the Contractor.

If during the life of this Contract the Contractor owns commercial vehicles or obtains commercial vehicles, the Contractor shall procure and maintain Automobile Liability Insurance, to include No-Fault coverage, with limits not less than \$1,000,000.00 per accident combined Bodily Injury and Property Damage. Coverage shall include "Any Auto" as indicated on the required Certificate of Insurance.

If during the life of this Contract the contractor does not own commercial vehicles, the Contractor shall procure and maintain vehicle coverage in accordance with the statutes of the State of Maryland. Coverage shall include "Non-Owned" and "Hired" as indicated on the required Certificate of Insurance.

5. Notice of Cancellation

Prior to starting performance of the Contract and for each extension of the Contract, a certificate of insurance shall be furnished to TOWN OF LA PLATA. Insurance companies providing insurance shall be acceptable to TOWN OF LA PLATA. The Contractor agrees to provide TOWN OF LA PLATA a Certificate of Insurance evidencing that all coverage, limits and endorsements required herein are maintained and in full force and effect. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, the Contractor agrees to notify TOWN OF LA PLATA within two (2) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. It shall be the Contractor's responsibility to make immediate notification to TOWN OF LA PLATA if any changes are made to the policy.

WORK TO BE DONE AND MATERIALS TO BE FURNISHED

The Contractor shall perform all the work and furnish all the labor, materials (unless otherwise stated), equipment, tools, and appliances necessary or proper for performing the work required during the term of this Contract, in the manner called for by any specifications and/or drawings provided. The Contractor shall complete the required work, together with such extra work as may be required to the satisfaction of TOWN OF LA PLATA and the Project Manager or duly authorized representative(s) and in accordance with any drawings. All installations and materials shall comply with building codes in effect at the time work is performed.

RESTORATION OF DISTURBED SURFACES

Upon completion of work under this project, any road, driveways, walks, steps, lawns, and slopes which have been disturbed shall be restored to their original condition and the cost thereof shall be included in the various unit prices bid.

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, equipment, and other hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not inconsistent with applicable law or regulation.

WORKMANSHIP

All work done shall be of the quality and character required by any drawings/specifications and projects to be completed during the course of the Contract. Where no standard is specified for such work, it shall be of a kind acceptable to the Project Manager or duly authorized representative.

Any unsatisfactory work performed or materials installed, at whatever time discovered, shall be immediately rectified and/or satisfactorily replaced by the Contractor when notified to do so by the Project Manager or duly authorized representative. If the Contractor neglects or refuses to remedy such unsatisfactory work within forty-eight (48) hours after the receipt of the above mentioned notice, or if the Contractor shall not make satisfactory progress in doing so, TOWN OF LA PLATA may cause said work or material installation to be removed and satisfactorily replaced, by contract or otherwise, and 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 PROJECTS UNDER THIS CONTRACT, THE ENTIRE WORK SHALL BE DELIVERED TO TOWN OF LA PLATA PERFECT AND COMPLETE AND IN A SATISFACTORY WORKING CONDITION.

EMPLOYMENT OF SKILLFUL PERSONNEL

The Contractor shall employ only competent, skillful personnel to perform or supervise the work, and whenever the Project Manager or duly authorized representative shall, in writing, notify the Contractor that any personnel employed on the work is, in TOWN OF LA PLATA'S opinion incompetent, disobedient, unfaithful, disorderly, discourteous, or otherwise unsatisfactory, such employee shall be removed and shall not again be employed on the work, except with the consent of the Project Manager or duly authorized representative.

CARE AND PROTECTION OF WORK

From the commencement of each project during the course of this Contract until its completion, the Contractor shall be solely responsible for the care of the work and all injury or damage to the same, from whatever cause shall be made good by the Contractor, at the Contractor's own expense, before payment 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.

INJURY TO PROPERTY

In case any direct or indirect damage is 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, the Contractor's employees or agents, the Contractor shall, at the Contractor's own cost, restore such property to a condition similar or equal to that existing before such damage was done, by repairing, rebuilding, or otherwise, as may be required by the Project Manager or duly authorized representative or shall make good such damage in a satisfactory manner. In case of failure on the part of the Contractor to promptly so restore such property, or make good such damage, the Project Manager or duly authorized representative may, upon forty-eight (48) hours written

notice, proceed to repair, rebuild, or otherwise restore such property, as may be necessary, and the cost thereof shall be deducted from any monies due or to become due the Contractor under the Contract; or TOWN OF LA PLATA may deduct, from any monies due the Contractor, a sum sufficient, in the judgment of the Project Manager or duly authorized representative, to reimburse the owners of the property so damaged.

SURVEYS, PERMITS, AND REGULATIONS

Unless otherwise specified, the TOWN OF LA PLATA Project Manager shall furnish any boundary surveys and establish all baselines required for locating the principal component parts of the work, together with suitable number of benchmarks adjacent to the work as shown in the Contract Documents.

Unless otherwise specified, permits and easements for permanent structures and permanent modifications to existing facilities shall be secured and paid for by TOWN OF LA PLATA.

Permits for electrical work of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor.

The Contractor shall give all notices and comply with all permits, laws, ordinances, rules, and regulations bearing on the conduct of the work as shown and specified. If there is a conflict between requirements in the Contract Documents and permits, laws, ordinances, rules and regulations, the requirements of the permits, laws, ordinances, rules and regulations shall govern.

SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of their contractual duties to any other person, firm, or corporation, without the previous written consent of TOWN OF LA PLATA.

If the Contractor desires to assign their right to payment of the Contract, Contractor shall immediately notify TOWN OF LA PLATA, in writing, of such assignment of right to payment. In no case shall such assignment of Contract relieve the Contractor from their obligations or change the terms of the Contract.

STATUS OF CONTRACTOR AND SUBCONTRACTORS

The Contractor shall be required to establish to the satisfaction of TOWN OF LA PLATA the reliability and responsibility of each subcontractor to furnish and perform work under this Contract.

Subcontractors and other persons and organizations proposed by the Contractor and accepted by TOWN OF LA PLATA shall be used on the work for which they were proposed and accepted and shall not be changed except with the prior written approval of TOWN OF LA PLATA.

If any part of the Work to be done under this Contract is subcontracted, the subcontract shall be in writing and shall provide that all work to be performed thereunder shall be performed in accordance with the terms of the Contract. The subcontracting of any work to be done shall in no way relieve the Contractor of any part of its responsibility under the Contract. Certified copies of subcontract agreements shall be provided by the Contractor to TOWN OF LA PLATA upon request.

Any person undertaking a part of the work under the terms of the Contract, by virtue of an agreement with the Contractor, who, prior to such undertaking must receive the approval of TOWN OF LA PLATA. TOWN OF LA PLATA may terminate the Contract if subcontracting is done without prior approval.

The Contractor shall submit to TOWN OF LA PLATA copies of executed subcontractors as a condition of TOWN OF LA PLATA executing an agreement with the Contractor. A complete Subcontractor List shall be completed and submitted with Contractor's bid.

1. It is stipulated and agreed that the Contractor shall be an independent contractor in the performance of this Contract and shall have complete charge of persons engaged in performance of the Work. The Contractor shall perform work in accordance with its own methods, subject to compliance with the requirements of the Contract.
2. Subcontractors shall not be recognized as having a direct relationship with TOWN OF LA PLATA. The persons engaged in the work, including employees of subcontractors and suppliers, shall be considered employees of the Contractor and their work shall be subject to the provisions of the Contract. References in these Contract Documents to actions required of subcontractors, manufacturers, suppliers, or any person other than the Contractor or TOWN OF LA PLATA shall be interpreted as requiring that the Contractor shall require such subcontractor, manufacturer, supplier, or person to perform the specified action.

The Contractor shall not employ any subcontractors not properly licensed in accordance with State or County law. Prior to commencement of any work by a subcontractor, the Contractor shall submit verification to TOWN OF LA PLATA that the subcontractor is properly licensed for the work it shall perform.

Contractor shall be fully responsible to TOWN OF LA PLATA for the performance, acts, and omissions of its subcontractors, and of persons directly or indirectly employed by them. Each subcontract shall expressly incorporate by reference the terms of this Contract, including the following provisions:

- a. Each subcontractor shall carry insurance as required by this Contract and provide evidence of such insurance.
- b. Each subcontractor shall be obligated to defend, indemnify, and hold TOWN OF LA PLATA harmless from all claims arising from the subcontractor's portion of the Work in the same manner as Contractor.
- c. Each subcontractor shall grant TOWN OF LA PLATA a license to use its drawings and design materials.
- d. Each subcontractor shall acknowledge TOWN OF LA PLATA'S right to suspend or terminate the Contract and waive any right to anticipate profits in the event of such termination.
- e. The removal and/or substitution of any subcontractor shall be made in writing by the Contractor and approved by TOWN OF LA PLATA.
- f. If TOWN OF LA PLATA deems any subcontractor is unsatisfactorily performing work under this Contract, the Project Manager shall give written notice to the Contractor that the subcontractor shall not be utilized for work under this Contract.

COOPERATION AMONG SUBCONTRACTORS

Each subcontractor shall coordinate the work with adjacent work and cooperate with other trades so to facilitate general progress of work. Each trade shall afford other trades every reasonable opportunity for installation of work and for storage of materials. Each subcontractor shall thoroughly examine all existing and connecting work before starting work under its own trade section and shall report to the Contractor, any conditions which would impair the excellence of any work to be performed under this Contract. In absence of any such report each subcontractor, upon the beginning of their work, shall be considered as having accepted all preceding work, and as having waived all claims to the contrary.

TERMINATION OF CONTRACT

TOWN OF LA PLATA may terminate a contract, in whole or in part, whenever TOWN OF LA PLATA determines that such termination is in the best interest of TOWN OF LA PLATA, without showing cause, upon giving written notice to the Contractor. TOWN OF LA PLATA shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price proposed for the work performed. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

When the Contractor has not performed or has unsatisfactorily performed the Contract, TOWN OF LA PLATA may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of TOWN OF LA PLATA. Failure on the part of a Contractor to fulfill the contractual obligations shall be considered just cause for termination of the Contract. The Contractor shall be paid for work satisfactorily performed prior to termination, less any excess costs incurred by TOWN OF LA PLATA in completing the Contractor's obligations under the Contract.

AVAILABILITY OF FUNDS

Multi-year contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by TOWN OF LA PLATA. In the event TOWN OF LA PLATA does not appropriate funds for the continuation of this Contract, then the affected multi-year contract becomes null and void effective July 1 of the fiscal year for which such approvals have been denied.

TOWN OF LA PLATA reserves the right to immediately terminate a contract in the event funds are no longer available or have been exhausted. If TOWN OF LA PLATA shall terminate a contract, TOWN OF LA PLATA shall attempt to give written notice at least thirty (30) calendar days in advance of the effective date. The Contractor shall be paid for all labor provided as of termination date. No consideration shall be given for anticipated loss of revenue or profit on the cancelled portion of the Contract.

SERVICE DELIVERY FAILURES

Failures of a Contractor to provide the services required under this Contract within the time specified, or within reasonable time as interpreted by TOWN OF LA PLATA shall constitute authority for TOWN OF LA PLATA to procure the services required under this Contract in the open market. On all such purchases, the Contractor shall reimburse TOWN OF LA PLATA, within a reasonable time as specified by TOWN OF LA PLATA, for any expense incurred in excess of Contract prices. Such purchases shall be deducted from Contract quantities.

NON-LIABILITY

The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in TOWN OF LA PLATA'S opinion, is unforeseeable and beyond the control of the Contractor. Under such circumstances, however, the Procurement Office may at their discretion, cancel the Contract.

BREACH OF CONTRACT

1. In the event the Contractor shall fail to comply with any of the terms or conditions of the Contract Documents the Project Manager shall notify the Contractor of such failure or default and demand that the same be remedied within five (5) business days. In the event of the failure of the Contractor to remedy the same within said period, the Project Manager shall authorize the services to be procured from any available source, with the difference between the actual cost paid and the defaulting Contractor to be deducted from any monies due the defaulting Contractor or their surety.

2. In addition to those instances specifically referred to in other sections herein contained, TOWN OF LA PLATA shall have the right at its option to terminate the Contract under any one or more of the following:
 - A. If the Contractor becomes insolvent
 - B. If the Contractor makes an assignment for the benefit of creditors pursuant to the statutes in such case made and provided without notification or approval from TOWN OF LA PLATA
 - C. In the event a voluntary or involuntary petition in bankruptcy shall be filed by or against the Contractor
 - D. In the event the Contractor fails to commence work in accordance with the specifications of this RFB
 - E. In the event the Contractor shall abandon the work or any portion of the work to be performed under this contract before completion
 - F. If the Contractor shall fail to fully, properly, and in a good and workman-like manner perform any or all of the conditions, covenants, terms or conditions contained within the Contract Documents
 - G. If the Contractor shall sublet, assign, convey, or otherwise dispose of his Contract or any portion thereof other than in accordance with the terms set forth within the Contract Documents
 - H. If a receiver or receivers or any other person shall be appointed by court order to take charge or custody of the Contractor's property, financial affairs, or business
 - I. If TOWN OF LA PLATA shall be of the opinion that the Contractor is not or has not been performing the Contract in good faith and in accordance with the terms of the specifications

OWNERSHIP OF DOCUMENTS

Any reports, specifications, or other documents prepared by the Contractor in the performance of its obligations under the resulting contract shall be the exclusive property of TOWN OF LA PLATA, and all such materials shall be surrendered to TOWN OF LA PLATA upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose than performance of all Contractor's obligations under the resulting Contract without the prior written consent of TOWN OF LA PLATA. Documents and materials developed by the Contractor under the resulting contract shall be the property of TOWN OF LA PLATA; however, the Contractor may retain file copies, which cannot be used without prior written consent of TOWN OF LA PLATA. TOWN OF LA PLATA agrees that the Contractor shall not be liable for any damages, loss, or injury resulting from future use of the provided documents for other than the project specified, when the Contractor is not the company of record.

PAYMENT(S)

Payment(s) shall be made after satisfactory performance of work required during the course of the Contract, in accordance with all of the provisions thereof, and upon receipt of properly completed invoices. TOWN OF LA PLATA reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provisions of the Contract or any modifications thereto.

DISCLOSURE OF CONTENTS OF PROPOSALS AND BIDS

Subject to the exception for confidential information noted below, after an award, all proposals shall be open to public inspection, and at and after bid opening; the contents of a bid and any document submitted with the bid shall be open to public inspection.

However, TOWN OF LA PLATA shall deny inspection of any part of a proposal or bid that contains confidential commercial or financial information or other commercial information for which denial is required pursuant to Title 4 of the General Provisions Article of the Maryland Annotated Code. IT SHALL BE THE RESPONSIBILITY OF THE BIDDER, OFFEROR, OR CONTRACTOR TO INVOKE THE PROTECTION OF THIS SECTION PRIOR TO OR UPON SUBMISSION OF THE DATA OR OTHER MATERIALS AND SHALL IDENTIFY THE DATA OR OTHER MATERIALS TO BE PROTECTED AND STATE THE REASONS WHY PROTECTION IS NECESSARY. Otherwise, TOWN OF LA PLATA disclaims responsibility for disclosure of any such material in the public record.

If a Contract is awarded to a bidder, offeror, or contractor as a result of the submission of restricted information, TOWN OF LA PLATA shall have the right to duplicate, use or disclose the data to the extent consistent with TOWN OF LA PLATA'S need in the procurement process.

A bidder, offeror or contractor agrees to indemnify, protect and save harmless TOWN OF LA PLATA, its officers, agents, and employees with respect to any claim, action, cost or judgment arising from exercising this disclosure restriction, including any reasonable attorney's fees and other costs incurred in defending the confidentiality of the material sought to be protected.

INCURRING COSTS

TOWN OF LA PLATA shall not be liable for any costs incurred by the Contractor prior to the issuance of the contract.

NOTICE OF POLITICAL CONTRIBUTIONS

The Contractor agrees, in accordance with the current Maryland Code, State Finance and Procurement Article, §17-402, to comply with the political contribution reporting requirements, as amended from time to time, to which the Contractor may be subject.

COOPERATIVE PURCHASES

1. Acceptance of this bid and submission of a proposal is an agreement to extend the same prices, terms, and conditions to other governmental agencies, and public or quasi-public agencies that receive government funds that require these commodities and/or services.
2. All purchase and payment transactions shall be made directly between the Contractor and the requesting entity. TOWN OF LA PLATA assumes no obligation on behalf of any other public entity.

ARITHMETICAL ERRORS

Any errors in computations shall be corrected when the proposals are canvassed.

GENDER NEUTRAL CLAUSE

Wherever used herein, a pronoun in the masculine gender shall be considered as including the feminine gender unless the context clearly indicates otherwise.

SOVEREIGN IMMUNITY

By entering into this Contract, TOWN OF LA PLATA and its "employees," as defined in the Local Government Tort Claims Act, §§5-301, *et seq.* of the *Courts and Judicial Proceedings Article*, do not waive sovereign immunity, do not waive: any defenses; any limitations of liability as may be provided for by law; or any provision of the Local Government Tort Claims Act.

THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of this Contract to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein without the written consent of TOWN OF LA PLATA and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof in fulfilling the obligations of the Contract.

NO INDIVIDUAL LIABILITY

No elected official, appointed official, employee, servant, agent, or law enforcement officer shall be held personally liable under this Contract and any extension or renewals thereof because of its enforcement or attempted enforcement provided they are acting within the course and scope of their employment or governmental duties and responsibilities.

SUFFICIENT APPROPRIATIONS

TOWN OF LA PLATA'S financial obligations, if any, under this Contract are contingent upon sufficient appropriations and authorization being made by TOWN OF LA PLATA for the performance of this Contract.

TOWN OF LA PLATA'S decision as to whether sufficient appropriations are available shall be accepted by the other party or parties to this Contract and shall be final.

SEVERABILITY

In the event any portion of this Contract is found to be unconstitutional, illegal, null, or void, by a court of competent jurisdiction, it is the intent of TOWN OF LA PLATA to sever only the invalid portion or provision, and that the remainder of the Contract shall be enforceable and valid, unless deletion of the invalid portion would defeat the clear purpose of the Contract, or unless deletion of the valid portion would produce a result inconsistent with the purpose and intent of TOWN OF LA PLATA in entering into this Contract.

ENTIRE AGREEMENT

The parties hereto agree that the above writing constitutes the entire Contract between them concerning this matter and that there are no understanding, promises, or arrangements binding either part hereto that have not been written herein. The parties further agree that this Contract can be amended only by written agreement signed by the parties hereto.

CHOICE OF LAW

This Contract shall be governed by the internal laws of Maryland, without giving effect to its choice of law provisions, and any action brought by or between the parties shall vest jurisdiction and venue exclusively in the Courts located in Charles County, Maryland.

DEFAULT IN COMPLETION

The Project Manager shall determine the number of working days that the Contractor is in default in completing the Contract and shall certify the same to the TOWN OF LA PLATA in writing. For each calendar day so certified, the Contractor shall pay to the TOWN OF LA PLATA the sum of five hundred dollars (\$500.00) per day, which sum is hereby agreed upon, not as a penalty, but as liquidated damages which the TOWN OF LA PLATA will suffer by reason of such default; provided, however, that the TOWN OF LA PLATA may, as hereinafter provided, extend the time for completion of the work beyond the Contract time. The TOWN OF LA PLATA shall be fully authorized and empowered to deduct and retain the amount of any damages, determined as hereinto fore stipulated, 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 time for completion may have been extended by the TOWN OF LA PLATA, from any monies due or to become due

the Contractor under the Contract, at any time after such damages are so incurred. The permitting of the Contractor to finish the work or any part of it after the time fixed for its completion, or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the TOWN OF LA PLATA of any of its rights under the Contract.

MEASUREMENT OF WORK

All quantities of work to be paid for shall be measured and determined by the Project Manager according to the Contract Documents and project specifications. No allowance shall be made for any excess work, except where such excess work has been done by a change order of the Project Manager and in the absence of default or negligence on the part of the Contractor. Should the portions of any part of the work be less than those required by project specifications or the directions of the Project Manager, only the actual labor and equipment hour quantities shall be allowed in total.

ADDITIONAL INSPECTION

In the event the Contractor fails to perform in a timely manner and the project is not completed within the Contract time, the Contractor shall be required to compensate the TOWN OF LA PLATA for the cost of additional inspection services incurred by the TOWN OF LA PLATA.

Costs for additional inspection services shall be computed as follows:

Two and one-half (2 ½) times direct payroll costs of TOWN OF LA PLATA personnel involved, plus reimbursement for actual travel, subsistence, telephone, printing, and other direct expenses at cost.

These costs shall be deducted from the Contractor's payment and shall be paid by the Contractor in addition to any liquidated damages the Contractor's may be charged with. The Contractor's payment and the contract price shall be adjusted by a Change Order.

EVIDENCE OF PAYMENT

The Contractor shall furnish the Project Manager with satisfactory evidence, before or within ten (10) days after the final completion of acceptance of the site work under the Contract, that all persons, partnerships, and corporations who have done work under this Contract, or in or about the work contracted for, and who have given written notice to the Project Manager of claims against the Contractor on account thereof, have been fully paid or secured. In the event such evidence is not furnished by the Contractor, such amount shall be withheld as may be deemed necessary by the Project Manager out of any money due to the Contractor under the Contract until such claims have been fully discharged or such notice withdrawn.

The Project Manager may also, with the written consent of the Contractor, use the money retained, due or to become due under the Contract, for the purpose of paying labor hours for work, for which claims have not been filed with the Project Manager.

CODES AND ORDINANCES

It is understood and agreed that the Contractor is familiar with all Federal, State, County, and Local codes and ordinances which govern the work as required in this Contract and that nothing in or omitted in these Specifications and any Drawings shall relieve the Contractor of full responsibility for compliance with the law.

NOTIFICATION OF PROJECT MANAGER

Contractor shall notify the Project Manager at least twelve (12) hours prior to commencing work, if work has been suspended for any reason other than normal non-working days. Violation shall result in work being declared unsatisfactory, incomplete, and subject to being redone at the Contractor's expense.

SATURDAY, SUNDAY, AND HOLIDAY WORK

No work shall be performed on Sundays, Holidays, or after 6:00 p.m. on work days without the prior written consent of the Project Manager, except within SHA ROW. The contractor should coordinate with SHA District 5 Utilities for allowable sweeping hours within SHA ROW. Violation shall result in work performed going unpaid to Contractor.

PROTECTION OF WORK, PROPERTY, AND PERSONS

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. 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 or any other person(s) who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage 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 in the course of this Contract.

The Contractor shall, as necessary, place their personnel at the project site(s) to assure protection. All costs shall be borne by the Contractor. Any and all damages with or without personnel of the Contractor present shall be made good by the Contractor.

In case of suspension of work for any cause, the Contractor responsible for the Contract shall take such precautions as may be necessary to prevent damage to the work, all material or equipment to be incorporated therein, whether in storage or off site, and other property at the site or adjacent thereto, provide for proper drainage, temporary heat, light, and other required utilities and services and shall erect any necessary temporary structures, signs, or other facilities at the Contractor's expense. In addition, if applicable, the Contractor shall properly and continuously maintain in acceptable growing condition of all living material in newly established plantings, seedings, and sodding furnished, under this Contract, and shall take adequate precautions to protect the new and existing growth against injury.

ADJUSTMENT OF UTILITIES

It shall be the TOWN OF LA PLATA'S responsibility to adjust any utilities and/or obstructions within the specified work area(s) as needed to perform work.

Payment for the adjustment of the service utilities is the TOWN OF LA PLATA'S. Payment for damaged utilities post adjustment shall be the Contractor's responsibility.

WATER SUPPLY

The Contractor shall provide at his own expense such quantities of clean water as may be required for any and all purposes under this Contract. The Contractor shall take particular care to furnish their employees with pure and wholesome drinking water. All sources of water supply to be used by the Contractor in connection with the works shall be subject to the approval of the Project Manager and shall be indicated to the Project Manager by the Contractor five (5) days before beginning work, so that examinations of said supplies can be made.

SANITARY ARRANGEMENTS

Approved sanitary conveniences for the use of laborers and others employed on the work, properly secluded from public observation, shall be constructed and maintained by the Contractor, in such manner and at such points as shall be approved or directed, and their use shall be strictly enforced. The collections in the same shall be disinfected or removed as necessary.

ADJUSTMENT OF ROAD STRUCTURES

It shall be the TOWN OF LA PLATA'S responsibility well in advance of the beginning of work to notify all

public utility corporations, municipal bureaus or owners to make all necessary adjustments to public utility fixtures and appurtenances within or adjacent to the limits of construction. Unless otherwise specified, these adjustments shall be made by the TOWN OF LA PLATA and in advance of construction.

The Contractor shall be held responsible for any damage to the surface or subsurface utility installations during work under this Contract, and any so damaged, shall be replaced or repaired at the Contractor's expense. Any expense resulting from damage to utility structures by the Contractor shall be charged against the Contractor and deducted from any monies due or to become due to the Contractor.

TIMBER AND BRUSH

All cut timber and brush shall be removed from the site of the work each work day unless otherwise directed.

CONSTRUCTION OF RIGHT OF WAYS

If/where applicable, The Contractor shall not move any equipment or materials in the right of way or construction strips and shall not commence any clearing within the right of way unless and until authorized to do so by the Project Manager. The Contractor shall confine his operations strictly within the limits of the right of way and these construction strips, unless the Contractor has the prior written permission of the owner of the adjacent property to occupy additional ground. Trees in the construction strips shall not be cut down except with the written permission of the owner of the property. Trees within the limits of the right of way may be cut down unless otherwise indicated or directed by the Project Manager.

The Contractor shall so conduct his work in the vicinity of right of ways so that there shall be a minimum of disturbance of the properties crossed. Fences shall be disturbed as little as possible and if damaged or removed shall be replaced at the cost of the Contractor to the satisfaction of the property owner.

CONSTRUCTION IN THE VICINITY OF TREES

In right of ways, the Contractor shall be permitted, where the tree in question does not come under the jurisdiction of the La Plata Forest Conservation Program, to cut down any trees, unless otherwise indicated on any drawings. In general, the State Department of Forestry has control over trees in public areas such as roads. Any other trees may be cut down only with the written permission of the Project Manager or owner of the adjacent property as the case may be. The Contractor shall execute due care not to injure trees, within or adjacent to the line of work, under the jurisdiction of the La Plata Forest Conservation Program. The Contractor shall carry on their operations in conformity with the requirements of the La Plata Forest Conservation Program without additional compensation over the price bid for the work.

LIGHTS, RAILINGS, AND WATCHMEN

If/where applicable, the Contractor shall place sufficient lights on or near the work and keep them burning from twilight to sunrise. The Contractor shall erect suitable railings, fences, or other protection about open trenches, and provide all watchmen on the work, by day or night, that may be necessary for the public safety. The Contractor shall place proper guards and lights for the prevention of accidents during and after the delivery of materials and supplies and shall at all times take all necessary precautions to avoid accidents or injury to persons or property. The Contractor shall, upon notice from the Project Manager that the Contractor 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, but the Contractor shall not be relieved of his obligations under the Contract by any such notice or directions. In case the Contractor shall not comply with an order with respect to guarding his work, the Project Manager may provide the required protection and the cost thereof shall be deducted from any monies due or to become due to the Contractor under the Contract. The Contractor shall not be relieved of his obligations under the Contract by any such action of the Project Manager.

SUPERVISION BY THE CONTRACTOR

No work shall be performed or material placed by the Contractor without a responsible representative of the Contractor present at all times. The Contractor shall supervise and direct the work. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor shall employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site(s). The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be binding as if given to the Contractor. The supervisor shall be present on the site(s) at all times and required to perform adequate supervision and coordination of the work as determined by TOWN OF LA PLATA. If the Contractor's representative is not present all work shall be declared unsatisfactory and shall be removed at the Contractor's expense.

PIPELINES TO BE KEPT CLEAN

During the progress of the work and until the completion and final acceptance thereof by TOWN OF LA PLATA, the pipelines and their appurtenances should be kept thoroughly clean throughout, if/where applicable. Obstructions or deposits, at any time discovered, shall be removed at once by the Contractor without extra compensation. After the completion of the work, the pipelines and their appurtenances shall be left clean, free, and in good order.

LAND

Site(s) shall be delivered to the Contractor "as is" of the date of these specifications.

PROTECTION OF STRUCTURES FROM WORK AND MATERIALS

It shall be the responsibility of the Contractor to adequately protect curb, gutter, and other adjacent structures when performing work. The Contractor may use any method that is normal practice, such as protective paper, courses of sand, etc. If any of the surrounding structures are defaced, they shall be repaired at the Contractor's expense. Within the work area the Contractor shall protect manhole frames and covers and other similar utility road structures with paper or other means before performing work to the area.

After work has been completed, it shall be the Contractor's responsibility to remove the protective covering and examine the various surrounding structures to see that they are unimpaired and that their covers are free and sit properly.

DEFECTIVE WORK

Neither the inspection or supervision of the work, nor the presence or absence of any employee of the Town of La Plata, Maryland 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 project specifications given by the Project Manager; and defective work shall be made good and unsuitable material installation shall 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 forthwith make good such defect, or injury, in a manner satisfactory to the Project Manager, without extra compensation therefore, 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 and jointly examined by the Contractor and Project Manager for defects, just before placing, and any found defectives shall not be placed in the work.

CLEANING UP

On or before the completion of the work each day, the Contractor shall, without charge leave the line of the work in a clean and neat condition.

ALTERATIONS

TOWN OF LA PLATA reserves the right to alter work requested under the contract, whenever any conditions or obstructions are met that render such changes desirable or necessary. In case such alterations make the work less expensive to the Contractor, a proper deduction shall be made from the Contract prices 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 case such alterations make the work more expensive, a proper addition shall be made to the Contract prices. Any such deduction or addition shall be determined by the Project Manager.

COMPLETENESS

All information required by this RFB shall be supplied to constitute a proper bid. TOWN OF LA PLATA shall not be responsible for the premature opening of bids if not properly addressed or identified.

LATE BIDS

Formal bids or amendments thereto received by TOWN OF LA PLATA after the time specified for bid opening shall not be considered. Bids received after the time specified for bid opening shall be returned unopened.

BID NO. – WLM-08-2024-07
Willow Lane Maintenance

SPECIFICATIONS

1. INTENT

The Town of La Plata, Maryland, is requesting sealed proposals from qualifying contractors to enter a contract to provide Preventative maintenance on the pump station and protect the wastewater plant from excess grease and line clogging

- Clean and dispose grease and trash at Willow Lane Pump Station
- Clean transport and dispose of up to 125 tons of waste to an approved facility
- Yearly maintenance of Willow Lane Pump Station
- Maintenance usually done around May or June yearly.

The Contractor shall submit a copy of their Experience Modification Rating (EMR) with their bid.

All materials and services needed to complete work efforts under this contract will be supplied by the Contractor, including equipment, labor, materials (i/a) and debris disposal. The Contractor(s) will perform all required administration, management, and quality assurance to ensure proper execution of services under this contract. All work performed shall be coordinated with the TOWN OF LA PLATA, Department of Operations personnel as applicable to this job.

This RFB and the specifications herein are being offered to qualify and select a Contractor(s) to furnish all necessary labor, equipment, materials (unless otherwise stated), supervision, tools, services and all related incidentals required to perform all work necessary. The requirements outlined herein and engineering plan sets are intended as an aid to acquaint Bidders with what is required to execute the work on this contract. These specifications will serve as the source documents for work performed throughout construction and until completion of work.

- A. If the Contractor(s) foresees that he/she is going to exceed the original estimate in the quotation, he/she must notify the Project Manager for approval prior to proceeding with any additional work. The Town shall not pay for additional work that the Contractor performs without the Town's approval.
- B. Guarantee – When applicable, the contractor shall furnish a one-year (1 year) guarantee of workmanship, dating from time of acceptance of the project and shall make good any defects which may occur during that period.

2. WORK HOURS

Per Town of La Plata Ordinance, no sweeping permitted before 7:00 a.m. or after 6:00 p.m., except within SHA ROW. The contractor should coordinate with SHA District 5 Utilities for allowable sweeping hours within SHA ROW. Work may also be performed on Saturdays between 8:00 a.m. and 6:00 p.m. with prior approval of the Project Manager. No work is to be performed on Sundays or Holidays.

3. JOB INSPECTION

The specifications for this Contract shall be those of the TOWN OF LA PLATA. The TOWN OF LA PLATA will inspect work performed and perform facility inspections and utility testing, where applicable throughout the term of this Contract for specific project assigned. Project Manager reserves the right to request job inspection at any given time.

4. PRICING

Pricing shall include all costs including, but not limited to overhead, travel, mileage, vehicle / equipment fuel, labor, materials (unless otherwise stated), equipment operation, and disposal.

5. PAYMENT TERMS AND METHOD OF PAYMENT

Payment shall be made by TOWN OF LA PLATA for services performed after submittal of invoice(s) in an itemized format including the following information:

- Contract number;
- Job Site Title – Street Listing
- Date(s) / Times work performed;
- Contract labor / equipment unit price(s);
- Contractor's name and address;
- Invoice number; and
- Remit to address

Services **shall not begin** until Contractor receives written Notice to Proceed.

Invoices shall be submitted to:

TOWN OF LA PLATA
Operations Department
Public Works Division
Attn: Kirk Parks
305 Queen Anne Street
La Plata, Maryland 20646

Payment of invoices shall be made within thirty (30) calendar days, more or less, of receipt of the properly itemized invoices for services performed and accepted by the TOWN OF LA PLATA and approval by the Project Manager.

All items as described in the Contract shall be paid for on the basis of the contract pricing as specified, and such prices and payment shall be full compensation for all labor including equipment and incidentals, materials and disposal necessary to complete the work as specified.

6. CONTRACT PERIOD

- A. The term of this Contract shall be for one (1) year from date indicated in the Notice to Proceed, or otherwise indicated by TOWN OF LA PLATA, with the option of extending the Contract for three (3) additional one (1) year periods under the same terms and conditions.
- B. This Contract shall automatically be renewed unless notice of nonrenewal shall be made to the Contractor by TOWN OF LA PLATA or to TOWN OF LA PLATA by the Contractor at least ninety (90) calendar days prior to the contract Anniversary date which is the date in the Notice to Proceed or otherwise indicated by TOWN OF LA PLATA.

7. PRICE ADJUSTMENT

- A. All prices offered herein shall be firm against any increase from one (1) year from the effective date of this Contract.
- B. To compensate for the fluctuation of price for portions of hourly labor cost, the Contractor may request an annual price percentage increase at least thirty (30) calendar days prior to commencement of subsequent renewal terms. TOWN OF LA PLATA will entertain the request for escalation considering TOWN OF LA PLATA'S budgetary and economic conditions.
- C. If approved, any price adjustment will become effective the first date of the renewal term and shall be made on the actual quantity of hourly labor services performed.

8. EXTRA WORK

Extra work over and above what is anticipated for this job caused by the Contractor's unfamiliarity with existing conditions will not be acceptable. However, the Contractor shall do such extra work as may be deemed necessary and requested by the TOWN OF LA PLATA, specific only to this job. No action on the proposed extra work will be started until approved by the Project Manager. No claim for extra work will be considered or allowed unless said work has been so ordered or approved in writing.

WLM -08-2024-07
Willow Lane Maintenance

PRICE PROPOSAL

TO THE TOWN OF LAPLATA: The undersigned agrees to provide preventative maintenance services on the wet well by cleaning and disposing of up to 125 tons of waste to an approved facility, furnishing all labor, equipment, materials and proper debris disposal necessary to complete work in accordance with specifications and other documents herein at the following price(s):

PRICE SHEET – Town of LaPlata Willow Lane Maintenance	
Description: Below, please complete price sheet to include all labor, equipment, materials (i/a), debris disposal required as well as a grand total per Wet well Cleaning activity.	
Labor	\$ 3000.00
Equipment	\$ 32,740.00
Materials (i/a)	\$ 1472.00
Disposal	\$ 32,000.00
Grand Total	\$69,212.00

Contractors are urged to provide as much additional detail as deemed necessary with submittal of price proposal.

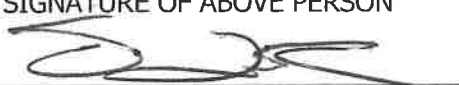
The Town's intention is to have Willow Lane Maintenance services under this contract begin prior to September 30, 2024. Any contractor(s) submitting a sealed proposal understands that signing the required agreement page confirms eligibility to begin work before September 30, 2024.

NAME AND SIGNATURE REQUIREMENTS FOR BID AND CONTRACTS

The legal business name and principal office AS RECORDED WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION (SDAT) for Maryland shall be used on all forms submitted.

A trade name (i.e., a shortened or different name under which the firm does business) shall not be used when the legal name is different. Corporations shall have names complying with State law. The Contractor's signature shall conform to the following:

All signatures shall be made by an authorized officer, partner, manager, member, or employee. The signing of an offer or a contract is a representation and certification by the person signing that the person signing is authorized to do so on behalf of the Offeror or Contractor.

CONTRACTOR'S LEGAL BUSINESS NAME	TELEPHONE NUMBER
Wind River Environmental LLC	717-587-1942
PRINCIPAL OFFICE ADDRESS	FAX NUMBER
46 Lizotte Drive Marlborough MA 01752	N/A
REMITTANCE ADDRESS: (If Remittance Address is Different from Above Address)	EMAIL ADDRESS
PO BOX 22074 New York NY 10087	emcgallagher@wrenviroental.com
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT)	
eric mcgallagher Account Manager 9-23-24	
SIGNATURE OF ABOVE PERSON	DATE
	9-23-24
WITNESS	DATE
Paula Weaver	9/23/2024

CONTRACTOR REFERENCES

List at least three (3) references for whom your company has provided the service as outlined in this Invitation to Bid during the past 3-year period. TOWN OF LA PLATA reserves the right to request additional information regarding past and current clients for whom the Contractor has provided the services requested in this RFB. TOWN OF LA PLATA reserves the right to check all references furnished and consider the response(s) received in determining award of this Contract.

1. Company: Granville twp
Address: 100 Helen St., Lewistown PA 17044
Contact Person: Travis Hartzler
Telephone: 717-348-5631
E-Mail Address: Thartzler@granvilleTwp.org
Location of Work: Granville twp

2. Company: Highspire Boro
Address: 640 Eshelman St, Highspire PA 17034
Contact Person: Randy Kreider
Telephone: 717-648-0541
E-Mail Address: RKreider@Highspire.gov
Location of Work: Highspire Boro

3. Company: Conewago twp
Address: 600 Locust Point Rd, York PA 17406
Contact Person: David Kline
Telephone: 717-419-0324
E-Mail Address: David.Kline@Akwaterrservices.com
Location of Work: Conewago Twp

Specify the number of years your company has been in business as a contractor providing the requested services: 20+ (Shall be at least three (3) years.)

CONTRACTOR'S LEGAL BUSINESS NAME: Wind River Environmental, LLC

AUTHORIZED SIGNATURE:  DATE: 9-23-24

ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

1. I am the Account Manager and the authorized representative of the firm of
Title

Wind River Environmental LLC
Name of Corporation

whose address is 46 Lizotte Dr, Marlborough MA 01752
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 3 below, neither I nor, to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, nor 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 has been convicted of, or has pleaded nolo contendere to a charge of, or has during the course of 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 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).

3. State "none" or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date; court, official, or administrative body; the individuals involved and their position with the firm, and the sentence or disposition, if any.

None

4. I acknowledge that this affidavit is to be furnished to TOWN OF LA PLATA and, where appropriate, to the Board of Public Works and to the Attorney General pursuant to Sections 16-201, et seq., of the State 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, TOWN OF LA PLATA may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with Sections 16-201, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland, which provide that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

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

9-23-24
DATE

[Signature]
SIGNATURE

SUBCONTRACTORS AND SUPPLIERS

The Contractor shall supply the name, address, phone number, and trade of each subcontractor and supplier proposed to employ under this Contract. Changes necessary for unforeseen reasons shall be submitted in writing to the Project Manager or duly authorized representative.

Any person undertaking a part of the work under the terms of the contract, by virtue of an agreement with the Contractor who, prior to such undertaking, shall receive the prior approval of the main Project Manager. TOWN OF LA PLATA may terminate the contract if subcontracting is performed without TOWN OF LA PLATA'S approval.

(If no Subcontractors are used, enter none)

Subcontractor's Type of Work, or Supplier's Type Of Equipment	Name	Address
N/A		

CONTRACTOR'S LEGAL BUSINESS NAME: Wind River Environmental LLC

AUTHORIZED
SIGNATURE:



DATE:

9-23-24



July 6, 2024

RE: WCIRB Experience Modification Rating
Wind River Environmental DBA Franc Environmental Inc.
46 Lizotte Drive
Marlborough, MA 01752

To Whom It May Concern:

Below is Wind River Environmental, LLC workers' compensation experience modifiers for the past five years.

6/30/2024 -2025	.586
6/30/2023 -2024	.795
6/30/2022 -2023	.827
6/30/2021 -2022	.846
6/30/2020 -2021	.866
6/30/2019-2020	.697
6/30/2018-2019	.80
6/30/2017-2018	.799
6/30/2016-2017	.822
6/30/2015-2016	.999

Should you have any questions or concerns, please do not hesitate to contact our office.

Madison Hulbert
Account Executive
Lockton Insurance Brokers, LLC
Phone: 213.689.0562
E-mail: mhulbert@lockton.com

AGREEMENT

This Agreement made this _____ day of _____ in the year _____, by and between

Contractor Name: Wind River Environmental LLC

Contractor Address: 46 Lizotte Drive, Marlborough MA 01752 (corporate office)

hereinafter called the Contractor, and the Town of La Plata.

WHEREAS, the contract for Town of La Plata Willow Lane Maintenance

subject to the following documents which form the contract and are as fully a part of the contract as if thereto attached or hereinafter repeated and are termed the Contract Documents:

NOTICE TO CONTRACTORS
GENERAL CONDITIONS OF BID AND CONTRACT
SPECIFICATIONS
PRICE PROPOSAL
NAME AND SIGNATURE REQUIREMENTS FOR BID AND CONTRACTS
CONTRACTOR REFERENCES
ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO BID
SUBCONTRACTORS AND SUPPLIERS
COPY OF COMPANY EXPERIENCE MODIFICATION RATING (EMR)
AGREEMENT

AND WHEREAS, the contract has recently been awarded to the Contractor by the Town of La Plata at and for a sum equal to the aggregate cost of the equipment and labor services performed, at the prices and rates respectively named therefore in the proposal attached hereto;

AND WHEREAS, it was one of the conditions of said award that a formal contract should be executed by and between the Contractor and the Town of La Plata evidencing the terms of said award;

NOW THEREFORE, THIS CONTRACT WITNESSETH, that the Contractor does hereby covenant and agree with the Town of La Plata that he shall well and faithfully provide said services as set forth in the Contract Documents in accordance with each and every one of the conditions, covenants, stipulations terms, and provisions contained in said Contract Documents at the prices and rates respectively named therefore in the proposal attached hereto, and shall well and faithfully comply with and perform each and every obligation imposed upon him by said Contract Documents, or the terms of said award;

AND the Town of La Plata does hereby covenant and agree with the Contractor that it shall pay to the Contractor when due and payable under the terms of said Contract Documents and of said award, the above mentioned sum; and it shall well and faithfully comply with and perform each and every obligation imposed upon it by said Contract Documents, or the terms of said award.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by a duly authorized representative by their hands and seals, intended to be so bound, as of the day and year first above written.

CONTRACTOR NAME Wind River Environmental LLC

AUTHORIZED CONTRACT REPRESENTATIVE  Account Manager
SIGNATURE TITLE

WITNESS Paula Weaver

TOWN OF LA PLATA _____ (SEAL)

WITNESS _____

APPROVED FOR LEGAL SUFFICIENCY ON _____
BY:

TOWN OF LA PLATA ATTORNEY

ORIGIN ID: LNSA (717) 459-8026
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UNITED STATES US

SHIP DATE: 02OCT24
ACTWGT: 1.00 LB
CAD: 101090708/INET4535

BILL SENDER

TO **PROCUREMENT OFFICE**
TOWN OF LA PLATA
305 QUEEN ANNE STREET

LA PLATA MD 20646

(301) 934-8421

REF:

INV:
PO:

DEPT:



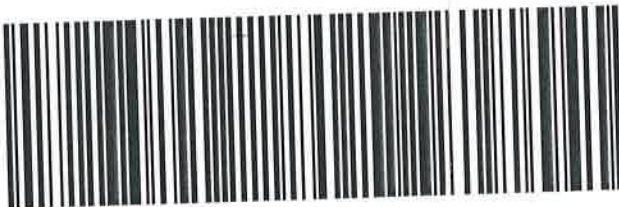
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TOWN OF LA PLATA

305 Queen Anne Street
Post Office Box 2268
La Plata, Maryland 20646

MEMORANDUM

To: Mayor and Council, Town of La Plata

From: Danny Wood, Acting Director of Public Works

Subject: Tilghman Lake Park Settling Basin Clean Out Contract Award Recommendation

Date: November 4, 2024

In a desire to be more environmentally friendly and efficient in our various maintenance activities in Town, Public Works is proposing to establish erosion and sediment controls, an access road, and clean out one of the previously used basins at Tilghman Lake Park. The results of the project will be an area in Town where we can dispose of unsuitable and excessively wet materials in Town and allow those materials to dewater before being hauled and disposed of at the landfill or other area. Once dewatered the material is significantly lighter and thereby cheaper to dispose. Once the work is complete it is Public Works' intention to keep the area as a perpetual location for the disposal of material to allow it to dewater before eventually hauling it to the landfill. The material to be stored there could potentially include street sweeping materials, digging and grading operations from stormwater, sewer, water main breaks, and others. Since this area is proposed to be used long term, once this project is complete, it is Public Works expectation that our staff will maintain the area in the future.

The Town received 2 (two) bids as follows:

- Austin Dirtworks, \$91,300.93
- Beuchert Excavating, \$93,150

Town staff recommends selecting Austin Dirtworks as the contractor for a contracted amount \$91,300.93. Their bid is attached for your review. This expense will be paid using Public Works Utility Enterprise funds evenly spread across the utilities (Stormwater, Water, Sewer), since all of the utilities will ultimately be using the basins during maintenance activities. I request that we approve this contract, so that we can begin to clear and excavate the area and begin using it as soon as we are able.

I am available for any questions.

Attachments:

1. Austin Dirtworks proposal

CC: Jeannine James, Mayor and CEO
Michelle Miner, Assistant Town Manager
Karina Larsen, Treasurer
Kelly Phipps, Director of Legislative Services
Melinda Adams, Stormwater Utility Manager
Kristen DeMarr, Project Manager

NOTICE OF PUBLIC BID

**TOWN OF LA PLATA
305 QUEEN ANNE ST
LA PLATA, MARYLAND 20646**



**BID NO. TLSBC-08-2024-16
Tilghman Lake Settling Basins Cleanout**
TOWN OF LA PLATA
PROCUREMENT OFFICE
305 QUEEN ANNE STREET
LA PLATA, MARYLAND 20646
acontee@townoflaplata.org
301-934-8421

DUE DATE/TIME: Tuesday, October 8, 2024 - 2:00 p.m.

PRE-BID MEETING: Tuesday, September 17, 2024 - 2:00 p.m.

WRITTEN QUESTIONS SHALL BE DUE ON OR BEFORE Tuesday, September 24, 2024, BY 2:00 P.M. ADDENDUM SHALL BE POSTED ON OR BEFORE Tuesday, October 1, 2024 BY 2:00 P.M. ALL QUESTIONS SHALL BE SUBMITTED TO THE DEPARTMENT OF PUBLIC WORKS AT JGarner@townoflaplata.org.

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NOTICE TO CONTRACTORS

Sealed bids shall be due on or before **Tuesday, October 8, 2024**, by 2:00 p.m. for:

TLSBC-08-2024-16

Tilghman Lake Settling Basins Cleanout

The Contractor may submit their response as follows:

Ship package through UPS, FedEx, USPS or hand delivery to:

TOWN OF LA PLATA
PROCUREMENT OFFICE
305 QUEEN ANNE STREET
LA PLATA, MARYLAND 20646

*There will be a pre-bid meeting held on **Tuesday, September 17, 2024 at 2:00 p.m.** The pre-bid meeting will be held at the La Plata Town Hall located at 305 Queen Anne St. Written requests for information related to this RFB shall be directed Department of Public Works, attention Jeff Garner, Director of Public Works, by email: at JGarner@townofaplata.org. Inquiries pertaining to this RFB shall give the RFB number, title, due date, and time. **Written questions shall be due on or before Tuesday, September 24, 2024 by 2:00 p.m.** Unauthorized contact with other TOWN OF LA PLATA staff regarding this RFB may result in the disqualification of the Contractor. Verbal questions and/or answers will not be binding. **Written questions will be answered in the form of an addendum that will be posted on the Town's website <https://townofaplata.org/bids.aspx> on or before Tuesday, October 8, 2024, by 2:00 p.m.***

A **bid opening** meeting will be held upon bid submittal deadline on **Tuesday, October 8^h, 2024**, at 2:00 p.m. This meeting will be held at:

Town Hall Council Chambers - 305 Queen Anne St La Plata, MD 20646

To be considered for award, a bid shall comply in all material respects with the Request for Bid (hereinafter, RFB). Such compliance enables Contractors to stand on an equal footing and maintain the integrity of the sealed bidding system.

Bids shall be submitted in a **SEALED ENVELOPE** with the label provided herein affixed to the front. The Town of La Plata, Maryland (or the officially authorized official), reserves the right to reject bids improperly labeled. The **SEALED ENVELOPE** shall also show the Contractor's name and address.

Where bids are sent by mail by any method to TOWN OF LA PLATA'S Procurement Office, the Contractor shall be responsible for their delivery before the date and time set for the closing of bid acceptance. If the delivery is delayed beyond the due date and hour set for the bid closing, bids shall not be accepted.

Acceptance of bids by TOWN OF LA PLATA employees other than the TOWN OF LA PLATA Procurement Office shall not be deemed proper delivery.

If an emergency or unanticipated event interrupts normal government processes so that bids cannot be received at the TOWN OF LA PLATA Procurement Office by the exact time specified in the RFB and urgent TOWN OF LA PLATA requirements preclude amendment of the bid opening date, the time specified for receipt of bids shall be deemed to be extended to the same time of day specified in the RFB on the first work day on which normal governmental processes resume.

All bids received before the time set for the opening of bids shall be kept secure. The bids shall not be opened or viewed, and shall remain in a locked bid box, a safe, or in a secured, restricted-access electronic bid box. If an RFB is cancelled, bids shall be returned to the Contractors. Necessary precautions shall be taken to ensure the security of the bid box or safe. Before bid opening, information concerning the identity and number of bids received shall only be made available to employees of TOWN OF LA PLATA Procurement Office. Such disclosure shall be only on a "need to know" basis. If bid samples are submitted, they shall be handled with sufficient care to prevent disclosure of characteristics before bid opening.

Bids made on any form(s) other than the required form(s) included in this RFB shall not be considered. Changes in the phraseology of the proposal, additional or limiting provisions, shall render the proposal informal and may cause its rejection.

Contractors shall be responsible for obtaining all documentation, including but not limited to any addenda issued by going to <https://townoflaplata.org/bids.aspx> prior to submitting their bid.

Changes to the Information for Contractors or Technical Specifications shall only be made in writing. TOWN OF LA PLATA assumes no responsibility for verbal instructions or interpretations.

Unless otherwise specified, all formal bids shall be binding for 120 calendar days following bid opening date, unless extended by mutual consent of all parties.

TOWN OF LA PLATA is tax exempt and all prices quoted shall be exclusive of any Federal or Maryland State Taxes. This includes Federal Excise Tax and any other Excise Tax applicable to any other equipment or accessories. However, taxes are required to be paid by the Contractor on all materials and equipment to be incorporated into the project. The Contractor is prohibited from using TOWN OF LA PLATA'S tax exempt number for any purchases.

Contractors are warned against unbalancing their proposals as this will render them liable to rejection.

The right is hereby reserved to reject any or all proposals, and to waive informalities, as the interest of TOWN OF LA PLATA may require.

If the Contractor to whom an award is made shall fail to execute the Contract hereto attached, and as herein provided, the award may be annulled and the Contract awarded to the next lowest responsible Contractor, and such Contractor shall fulfill every stipulation embraced herein, as if they were the original party to whom the award was made; or TOWN OF LA PLATA may reject all bids as its interests may require.

Contractors shall examine all documentation carefully. In case doubt shall arise as to the meaning or intent of anything comprised in the specifications, inquiry shall be made to the Procurement Office before a bid is submitted. Written questions and inquiries shall be accepted from any and all Contractors. The Procurement Office shall be the sole point of contact for this solicitation unless otherwise instructed herein.

The Town Manager reserves the right to reject any and all bids and to waive any informalities in bids received, whenever such waiver is in the best interest of the Town.

Small, local and minority owned business are encouraged to respond to this solicitation.

It shall be the responsibility of all Contractors to ensure they have received any and all addenda and other documents issued. Any and all addenda issued shall become a part of the Contract Documents and shall be fully considered by all Contractors during formation of Bids. The submission of a bid shall indicate the Contractor thoroughly understands the terms of all Contract Documents.

The submission of a bid on this work and service shall be considered as a representation that the Contractor has carefully investigated all conditions which affect or may, at some future date, affect the performance of the work or services covered by the proposal, the entire area to be serviced as described in the

specifications and other Contract Documents, and that the Contractor is fully informed concerning the conditions to be encountered, character, quality and quantity of work to be performed, and equipment and materials to be furnished; also, that the Contractor is familiar with all Federal, State and County laws, all codes and ordinances of TOWN OF LA PLATA to which affect the prosecution of the work and persons engaged or employed in the work or the materials and equipment used in the work.

Contractors should execute the following forms and provide required information and include as part of their bid. Failure to do so may be cause for rejection of bid as nonresponsive.

1. Notice to Contractors
2. General Conditions
3. Specifications
4. Price Proposal
5. Name and Signature Requirements for Bid and Contracts
6. Contractor References
7. Anti-Bribery Affirmation and Affidavit of Qualification to Bid
8. Subcontractors and Suppliers
9. Copy of Company Experience Modification Rating (EMR)
10. Agreement

GENERAL CONDITIONS OF BID AND CONTRACT

DEFINITIONS. Wherever the words defined in this section or pronouns used in their stead, occur in the specifications, proposal, contract or bond, they shall have the meanings herein given and as defined:

BIDDER/OFFEROR/CONTRACTOR shall mean a firm that responds to this RFB with a bid.

TOWN OF LA PLATA, MARYLAND shall mean the governing body.

TOWN OF LA PLATA or TOWN shall mean Town of La Plata, Maryland, noted hereinafter as TOWN OF LA PLATA (or the officially authorized official).

CONTRACT DOCUMENTS shall mean those written documents that define the roles, and responsibilities, and work under the Contract, and are legally binding on the parties (TOWN OF LA PLATA and the Contractor). The individual documents constituting the Contract Documents are as outlined herein under Contract interpretation by the Project Manager.

CONTRACTING OFFICER shall mean the Procurement Officer or their designated representative entrusted by TOWN OF LA PLATA with the authority to enter into, administer, renew, or terminate the Contract, along with related determinations and findings.

DIRECTOR shall mean the Director, Department of Public Works, and shall mean the principal or their duly authorized representatives; said agents acting severally within the scope of the particular duties entrusted to them.

PROJECT MANAGER shall mean that person whom the Director has designated to supervise performance of this Contract on behalf of the TOWN within the scope of duties entrusted under such delegation of authority.

Whenever the Contract Documents or upon any drawings 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 is intended, and similarly the words APPROVED, ACCEPTABLE, SATISFACTORY, or, words of like import, shall mean approved by, acceptable or satisfactory to, the Project Manager, unless otherwise expressly stated.

CONTRACT INTERPRETATION BY THE PROJECT MANAGER. Any inconsistencies or ambiguities in the Contract Documents shall be immediately reported, in writing, to the Project Manager. Questions regarding the meaning and intent of the Contract Documents shall be referred in writing by the Contractor to the Project Manager with a Request for Information. The Project Manager shall respond to the Contractor in writing with a decision within fifteen (15) calendar days of receipt of the request, or if it is necessary to extend this period, the Project Manager shall notify the Contractor in writing as to when a decision will be provided.

Work done by the Contractor after its discovery of such inconsistencies or ambiguities without such notice and prior to response from the Project Manager shall be done at the Contractor's risk.

In resolving conflict, error, or discrepancies within the Contract Documents, the Contract Documents shall be given precedence in the following order (highest precedence and Notice to Contractors, lowest precedence):

Federal, State, and/or County Requirements
General Conditions of Bid and Contract
Specifications
Price Proposal

Contract
Notice to Contractors
Addenda

In the event that conflicts, errors, or discrepancies are not resolved by the Contract Documents' order of precedence, the more restrictive provision shall govern.

BID FORMS AND AFFIDAVITS

All bids shall be submitted on the forms provided, shall be signed by a principal duly authorized to make contracts, and submitted in a sealed envelope.

The attached Anti-Bribery Affirmation and Affidavit of Qualification to Bid form shall be submitted with bids. Failure to comply may be cause for rejection of bids.

ALTERNATE BIDS

Alternate bids shall only be considered when they are submitted separately and clearly marked and labeled ALTERNATE BID. The alternate bid shall only be considered if the Contractor's primary bid is the lowest responsible bid.

BRAND NAME OR EQUAL ITEMS

Unless otherwise provided in the RFB, the name of a certain brand, make or manufacturer does not restrict Contractors to the specific brand, make or manufacturer named; it conveys the general style, type, character and quality of the article desired, and any article which TOWN OF LA PLATA in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

FORMAL SOLICITATION

When a formal specification (no substitutes) is included or referred to in the solicitation, no deviation therefrom shall be permitted and the Contractor shall be required to furnish articles in conformity with that specification.

NEW GOODS, FRESH STOCK

All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design, or pack.

DEVIATIONS TO SPECIFICATIONS

Any deviations from the specifications shall be noted in detail by the Contractor in writing by the Contractor and submitted with the price proposal. TOWN OF LA PLATA reserves the right to accept or reject any deviation.

PROHIBITION AGAINST UNIFORM PRICING

TOWN OF LA PLATA shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market transaction methods of procurement. In submitting a bid each Contractor shall, by virtue of submitting a bid, guarantee that the Contractor has not been a party with other Contractors to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bid of such Contractors. Any disclosure to or acquisition by a competitive Contractor, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor shall render the entire proceedings void and shall require re-advertising the bids.

AWARD OR REJECTION OF BIDS

TOWN OF LA PLATA shall award the Contract to the lowest responsible bidder, subject to its right to reject any or all bids. TOWN OF LA PLATA reserves the right to award a Contract by individual items, in the aggregate, or in combination thereof, and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the Town. TOWN OF LA PLATA reserves the right to reject all bids and make purchases based on state, county, or municipal contracts that are established by a legal competitive process whenever it is in the best interest of the Town to do so. TOWN OF LA PLATA also reserves the right to reject the bid of a Contractor who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a Contractor who investigation shows is not in position to perform the Contract.

In determining the "lowest responsible bidder," in addition to considering price, TOWN OF LA PLATA shall consider:

1. The ability, capacity, and skill of the bidder to perform the Contract or provide the services required;
2. Whether the bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
3. The character, integrity, reliability, reputation, judgment, experience, and efficiency of the bidder;
4. The quality of performance of previous contracts or services;
5. The previous and current compliance by the bidder with laws and ordinances relating to the Contract or service;
6. Whether the bidder is in arrears to TOWN OF LA PLATA on any debt or Contract, is in default on any surety to TOWN OF LA PLATA, or is delinquent as to any taxes or assessments; and
7. Any other information that may have a bearing on the decision to award the Contract.

INDEMNIFICATION

Nothing contained in the Contract shall be construed to constitute the Contractor an agent of TOWN OF LA PLATA. The Contractor shall indemnify, keep, and save harmless TOWN OF LA PLATA, its agents, officials, and employees, against all injuries, death, loss, damage, claims, patent claims, suits, liabilities, judgments, costs, and expenses which may or otherwise accrue against TOWN OF LA PLATA in consequence of the granting of a Contract or which may or otherwise result therefrom. If it shall be determined that the act was caused through negligence or omission of the Contractor or his officers, directors, agents, or employees, of the subcontractor or his officers, directors, agents or employees, if any, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith. An if any judgement shall be rendered against TOWN OF LA PLATA in any such action, the Contractor shall at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend TOWN OF LA PLATA as herein provided.

NON-DISCRIMINATION IN EMPLOYMENT

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, gender identity, sexual orientation, or disability (physical or mental), except where religion, sex, national origin, gender identity, sexual orientation, or disability (physical or mental), is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer. In addition to complying with the provision of Equal Opportunity, the Contractor shall, in good faith, cooperate with TOWN OF LA PLATA in investigation of Equal Employment Opportunity (EEO) complaints, whether formal or informal.
3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
4. The Contractor shall include the provisions above in every subcontract or purchase order so that the provisions shall be binding upon each subcontractor or vendor.

INSURANCE

The Contractor shall not commence work under this Contract until it has obtained the insurance required under this section. All coverage shall be with insurance carriers licensed and authorized to do business in Maryland. Insurance companies providing insurance shall be acceptable to TOWN OF LA PLATA. Self-insured Contractors shall submit an affidavit attesting to their self-insured coverage.

1. Certificate Holder, Additional Insured, and Contract Information
 - a. The Town of La Plata, Maryland shall be named as certificate holder and as an additional insured for the duration of the Contract as follows:

Town of La Plata, Maryland
Attention: Procurement Office
305 Queen Anne Street
La Plata, Maryland 20646
 - b. The certificate shall also indicate the contract name and number.
 - c. Additional insured shall be as pertains to general liability and automobile liability and shall be stated under Description on the certificate as: Town of La Plata, Maryland shall be named as additional insured as pertains to general liability and automobile liability.
 - d. The "ADDL INSD" box shall be checked for general liability and automobile liability.
2. Commercial General Liability Insurance

During the life of this Contract, the Contractor shall procure and maintain Commercial General Liability Insurance in an amount not less than \$1,000,000.00 (combined personal injury and/or property damage) per occurrence subject to \$2,000,000.00 aggregate.

3. Workers Compensation

During the life of this Contract, the Contractor shall procure and maintain Workers Compensation, Insurance, including Employers Liability Coverage in accordance with the statutes of the State of Maryland, covering all employees engaged in performance of the contract. If a Contractor is a sole proprietor or is a company that is not required to maintain workers compensation insurance coverage under the laws of the state of Maryland, that Contractor shall submit the Workers' Compensation Commission Sole Proprietor's Status indicating "I have not elected to become a covered employee" and provide proof of General Liability coverage.

4. Automobile Liability Insurance

During the life of this Contract, the Contractor shall procure and maintain Automobile Liability Insurance, including applicable No-Fault coverage, with limits of liability not less than \$1,000,000.00 per accident combined single limit Bodily Injury and Property Damage. Coverage shall include vehicles to be used in conjunction with this Contract on behalf of the Contractor.

If during the life of this Contract the Contractor owns commercial vehicles or obtains commercial vehicles, the Contractor shall procure and maintain Automobile Liability Insurance, to include No-Fault coverage, with limits not less than \$1,000,000.00 per accident combined Bodily Injury and Property Damage. Coverage shall include "Any Auto" as indicated on the required Certificate of Insurance.

If during the life of this Contract the contractor does not own commercial vehicles, the Contractor shall procure and maintain vehicle coverage in accordance with the statutes of the State of Maryland. Coverage shall include "Non-Owned" and "Hired" as indicated on the required Certificate of Insurance.

5. Notice of Cancellation

Prior to starting performance of the Contract and for each extension of the Contract, a certificate of insurance shall be furnished to TOWN OF LA PLATA. Insurance companies providing insurance shall be acceptable to TOWN OF LA PLATA. The Contractor agrees to provide TOWN OF LA PLATA a Certificate of Insurance evidencing that all coverage, limits and endorsements required herein are maintained and in full force and effect. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, the Contractor agrees to notify TOWN OF LA PLATA within two (2) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. It shall be the Contractor's responsibility to make immediate notification to TOWN OF LA PLATA if any changes are made to the policy.

WORK TO BE DONE AND MATERIALS TO BE FURNISHED

The Contractor shall perform all the work and furnish all the labor, materials (unless otherwise stated), equipment, tools, and appliances necessary or proper for performing the work required during the term of this Contract, in the manner called for by any specifications and/or drawings provided. The Contractor shall complete the required work, together with such extra work as may be required to the satisfaction of TOWN OF LA PLATA and the Project Manager or duly authorized representative(s) and in accordance with any drawings. All installations and materials shall comply with building codes in effect at the time work is performed.

RESTORATION OF DISTURBED SURFACES

Upon completion of work under this project, any road, driveways, walks, steps, lawns, and slopes which have been disturbed shall be restored to their original condition and the cost thereof shall be included in the various unit prices bid.

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, equipment, and other hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not inconsistent with applicable law or regulation.

WORKMANSHIP

All work done shall be of the quality and character required by any drawings/specifications and projects to be completed during the course of the Contract. Where no standard is specified for such work, it shall be of a kind acceptable to the Project Manager or duly authorized representative.

Any unsatisfactory work performed or materials installed, at whatever time discovered, shall be immediately rectified and/or satisfactorily replaced by the Contractor when notified to do so by the Project Manager or duly authorized representative. If the Contractor neglects or refuses to remedy such unsatisfactory work within forty-eight (48) hours after the receipt of the above mentioned notice, or if the Contractor shall not make satisfactory progress in doing so, TOWN OF LA PLATA may cause said work or material installation to be removed and satisfactorily replaced, by contract or otherwise, and 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 PROJECTS UNDER THIS CONTRACT, THE ENTIRE WORK SHALL BE DELIVERED TO TOWN OF LA PLATA PERFECT AND COMPLETE AND IN A SATISFACTORY WORKING CONDITION.

EMPLOYMENT OF SKILLFUL PERSONNEL

The Contractor shall employ only competent, skillful personnel to perform or supervise the work, and whenever the Project Manager or duly authorized representative shall, in writing, notify the Contractor that any personnel employed on the work is, in TOWN OF LA PLATA'S opinion incompetent, disobedient, unfaithful, disorderly, discourteous, or otherwise unsatisfactory, such employee shall be removed and shall not again be employed on the work, except with the consent of the Project Manager or duly authorized representative.

CARE AND PROTECTION OF WORK

From the commencement of each project during the course of this Contract until its completion, the Contractor shall be solely responsible for the care of the work and all injury or damage to the same, from whatever cause shall be made good by the Contractor, at the Contractor's own expense, before payment 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.

INJURY TO PROPERTY

In case any direct or indirect damage is 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, the Contractor's employees or agents, the Contractor shall, at the Contractor's own cost, restore such property to a condition similar or equal to that existing before such damage was done, by repairing, rebuilding, or otherwise, as may be required by the Project Manager or duly authorized representative or shall make good such damage in a satisfactory manner. In case of failure on the part of the Contractor to promptly so restore such property, or make good such damage, the Project Manager or duly authorized representative may, upon forty-eight (48) hours written

notice, proceed to repair, rebuild, or otherwise restore such property, as may be necessary, and the cost thereof shall be deducted from any monies due or to become due the Contractor under the Contract; or TOWN OF LA PLATA may deduct, from any monies due the Contractor, a sum sufficient, in the judgment of the Project Manager or duly authorized representative, to reimburse the owners of the property so damaged.

SURVEYS, PERMITS, AND REGULATIONS

Unless otherwise specified, the TOWN OF LA PLATA Project Manager shall furnish any boundary surveys and establish all baselines required for locating the principal component parts of the work, together with suitable number of benchmarks adjacent to the work as shown in the Contract Documents.

Unless otherwise specified, permits and easements for permanent structures and permanent modifications to existing facilities shall be secured and paid for by TOWN OF LA PLATA.

Permits for electrical work of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor.

The Contractor shall give all notices and comply with all permits, laws, ordinances, rules, and regulations bearing on the conduct of the work as shown and specified. If there is a conflict between requirements in the Contract Documents and permits, laws, ordinances, rules and regulations, the requirements of the permits, laws, ordinances, rules and regulations shall govern.

SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of their contractual duties to any other person, firm, or corporation, without the previous written consent of TOWN OF LA PLATA.

If the Contractor desires to assign their right to payment of the Contract, Contractor shall immediately notify TOWN OF LA PLATA, in writing, of such assignment of right to payment. In no case shall such assignment of Contract relieve the Contractor from their obligations or change the terms of the Contract.

STATUS OF CONTRACTOR AND SUBCONTRACTORS

The Contractor shall be required to establish to the satisfaction of TOWN OF LA PLATA the reliability and responsibility of each subcontractor to furnish and perform work under this Contract.

Subcontractors and other persons and organizations proposed by the Contractor and accepted by TOWN OF LA PLATA shall be used on the work for which they were proposed and accepted and shall not be changed except with the prior written approval of TOWN OF LA PLATA.

If any part of the Work to be done under this Contract is subcontracted, the subcontract shall be in writing and shall provide that all work to be performed thereunder shall be performed in accordance with the terms of the Contract. The subcontracting of any work to be done shall in no way relieve the Contractor of any part of its responsibility under the Contract. Certified copies of subcontract agreements shall be provided by the Contractor to TOWN OF LA PLATA upon request.

Any person undertaking a part of the work under the terms of the Contract, by virtue of an agreement with the Contractor, who, prior to such undertaking must receive the approval of TOWN OF LA PLATA. TOWN OF LA PLATA may terminate the Contract if subcontracting is done without prior approval.

The Contractor shall submit to TOWN OF LA PLATA copies of executed subcontractors as a condition of TOWN OF LA PLATA executing an agreement with the Contractor. A complete Subcontractor List shall be completed and submitted with Contractor's bid.

1. It is stipulated and agreed that the Contractor shall be an independent contractor in the performance of this Contract and shall have complete charge of persons engaged in performance of the Work. The Contractor shall perform work in accordance with its own methods, subject to compliance with the requirements of the Contract.
2. Subcontractors shall not be recognized as having a direct relationship with TOWN OF LA PLATA. The persons engaged in the work, including employees of subcontractors and suppliers, shall be considered employees of the Contractor and their work shall be subject to the provisions of the Contract. References in these Contract Documents to actions required of subcontractors, manufacturers, suppliers, or any person other than the Contractor or TOWN OF LA PLATA shall be interpreted as requiring that the Contractor shall require such subcontractor, manufacturer, supplier, or person to perform the specified action.

The Contractor shall not employ any subcontractors not properly licensed in accordance with State or County law. Prior to commencement of any work by a subcontractor, the Contractor shall submit verification to TOWN OF LA PLATA that the subcontractor is properly licensed for the work it shall perform.

Contractor shall be fully responsible to TOWN OF LA PLATA for the performance, acts, and omissions of its subcontractors, and of persons directly or indirectly employed by them. Each subcontract shall expressly incorporate by reference the terms of this Contract, including the following provisions:

- a. Each subcontractor shall carry insurance as required by this Contract and provide evidence of such insurance.
- b. Each subcontractor shall be obligated to defend, indemnify, and hold TOWN OF LA PLATA harmless from all claims arising from the subcontractor's portion of the Work in the same manner as Contractor.
- c. Each subcontractor shall grant TOWN OF LA PLATA a license to use its drawings and design materials.
- d. Each subcontractor shall acknowledge TOWN OF LA PLATA'S right to suspend or terminate the Contract and waive any right to anticipate profits in the event of such termination.
- e. The removal and/or substitution of any subcontractor shall be made in writing by the Contractor and approved by TOWN OF LA PLATA.
- f. If TOWN OF LA PLATA deems any subcontractor is unsatisfactorily performing work under this Contract, the Project Manager shall give written notice to the Contractor that the subcontractor shall not be utilized for work under this Contract.

COOPERATION AMONG SUBCONTRACTORS

Each subcontractor shall coordinate the work with adjacent work and cooperate with other trades so to facilitate general progress of work. Each trade shall afford other trades every reasonable opportunity for installation of work and for storage of materials. Each subcontractor shall thoroughly examine all existing and connecting work before starting work under its own trade section and shall report to the Contractor, any conditions which would impair the excellence of any work to be performed under this Contract. In absence of any such report each subcontractor, upon the beginning of their work, shall be considered as having accepted all preceding work, and as having waived all claims to the contrary.

TERMINATION OF CONTRACT

TOWN OF LA PLATA may terminate a contract, in whole or in part, whenever TOWN OF LA PLATA determines that such termination is in the best interest of TOWN OF LA PLATA, without showing cause, upon giving written notice to the Contractor. TOWN OF LA PLATA shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price proposed for the work performed. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

When the Contractor has not performed or has unsatisfactorily performed the Contract, TOWN OF LA PLATA may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of TOWN OF LA PLATA. Failure on the part of a Contractor to fulfill the contractual obligations shall be considered just cause for termination of the Contract. The Contractor shall be paid for work satisfactorily performed prior to termination, less any excess costs incurred by TOWN OF LA PLATA in completing the Contractor's obligations under the Contract.

AVAILABILITY OF FUNDS

Multi-year contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by TOWN OF LA PLATA. In the event TOWN OF LA PLATA does not appropriate funds for the continuation of this Contract, then the affected multi-year contract becomes null and void effective July 1 of the fiscal year for which such approvals have been denied.

TOWN OF LA PLATA reserves the right to immediately terminate a contract in the event funds are no longer available or have been exhausted. If TOWN OF LA PLATA shall terminate a contract, TOWN OF LA PLATA shall attempt to give written notice at least thirty (30) calendar days in advance of the effective date. The Contractor shall be paid for all labor provided as of termination date. No consideration shall be given for anticipated loss of revenue or profit on the cancelled portion of the Contract.

SERVICE DELIVERY FAILURES

Failures of a Contractor to provide the services required under this Contract within the time specified, or within reasonable time as interpreted by TOWN OF LA PLATA shall constitute authority for TOWN OF LA PLATA to procure the services required under this Contract in the open market. On all such purchases, the Contractor shall reimburse TOWN OF LA PLATA, within a reasonable time as specified by TOWN OF LA PLATA, for any expense incurred in excess of Contract prices. Such purchases shall be deducted from Contract quantities.

NON-LIABILITY

The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in TOWN OF LA PLATA'S opinion, is unforeseeable and beyond the control of the Contractor. Under such circumstances, however, the Procurement Office may at their discretion, cancel the Contract.

BREACH OF CONTRACT

1. In the event the Contractor shall fail to comply with any of the terms or conditions of the Contract Documents the Project Manager shall notify the Contractor of such failure or default and demand that the same be remedied within five (5) business days. In the event of the failure of the Contractor to remedy the same within said period, the Project Manager shall authorize the services to be procured from any available source, with the difference between the actual cost paid and the defaulting Contractor to be deducted from any monies due the defaulting Contractor or their surety.

2. In addition to those instances specifically referred to in other sections herein contained, TOWN OF LA PLATA shall have the right at its option to terminate the Contract under any one or more of the following:
 - A. If the Contractor becomes insolvent
 - B. If the Contractor makes an assignment for the benefit of creditors pursuant to the statutes in such case made and provided without notification or approval from TOWN OF LA PLATA
 - C. In the event a voluntary or involuntary petition in bankruptcy shall be filed by or against the Contractor
 - D. In the event the Contractor fails to commence work in accordance with the specifications of this RFB
 - E. In the event the Contractor shall abandon the work or any portion of the work to be performed under this contract before completion
 - F. If the Contractor shall fail to fully, properly, and in a good and workman-like manner perform any or all of the conditions, covenants, terms or conditions contained within the Contract Documents
 - G. If the Contractor shall sublet, assign, convey, or otherwise dispose of his Contract or any portion thereof other than in accordance with the terms set forth within the Contract Documents
 - H. If a receiver or receivers or any other person shall be appointed by court order to take charge or custody of the Contractor's property, financial affairs, or business
 - I. If TOWN OF LA PLATA shall be of the opinion that the Contractor is not or has not been performing the Contract in good faith and in accordance with the terms of the specifications

OWNERSHIP OF DOCUMENTS

Any reports, specifications, or other documents prepared by the Contractor in the performance of its obligations under the resulting contract shall be the exclusive property of TOWN OF LA PLATA, and all such materials shall be surrendered to TOWN OF LA PLATA upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose than performance of all Contractor's obligations under the resulting Contract without the prior written consent of TOWN OF LA PLATA. Documents and materials developed by the Contractor under the resulting contract shall be the property of TOWN OF LA PLATA; however, the Contractor may retain file copies, which cannot be used without prior written consent of TOWN OF LA PLATA. TOWN OF LA PLATA agrees that the Contractor shall not be liable for any damages, loss, or injury resulting from future use of the provided documents for other than the project specified, when the Contractor is not the company of record.

PAYMENT(S)

Payment(s) shall be made after satisfactory performance of work required during the course of the Contract, in accordance with all of the provisions thereof, and upon receipt of properly completed invoices. TOWN OF LA PLATA reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provisions of the Contract or any modifications thereto.

DISCLOSURE OF CONTENTS OF PROPOSALS AND BIDS

Subject to the exception for confidential information noted below, after an award, all proposals shall be open to public inspection, and at and after bid opening; the contents of a bid and any document submitted with the bid shall be open to public inspection.

However, TOWN OF LA PLATA shall deny inspection of any part of a proposal or bid that contains confidential commercial or financial information or other commercial information for which denial is required pursuant to Title 4 of the General Provisions Article of the Maryland Annotated Code. IT SHALL BE THE RESPONSIBILITY OF THE BIDDER, OFFEROR, OR CONTRACTOR TO INVOKE THE PROTECTION OF THIS SECTION PRIOR TO OR UPON SUBMISSION OF THE DATA OR OTHER MATERIALS AND SHALL IDENTIFY THE DATA OR OTHER MATERIALS TO BE PROTECTED AND STATE THE REASONS WHY PROTECTION IS NECESSARY. Otherwise, TOWN OF LA PLATA disclaims responsibility for disclosure of any such material in the public record.

If a Contract is awarded to a bidder, offeror, or contractor as a result of the submission of restricted information, TOWN OF LA PLATA shall have the right to duplicate, use or disclose the data to the extent consistent with TOWN OF LA PLATA'S need in the procurement process.

A bidder, offeror or contractor agrees to indemnify, protect and save harmless TOWN OF LA PLATA, its officers, agents, and employees with respect to any claim, action, cost or judgment arising from exercising this disclosure restriction, including any reasonable attorney's fees and other costs incurred in defending the confidentiality of the material sought to be protected.

INCURRING COSTS

TOWN OF LA PLATA shall not be liable for any costs incurred by the Contractor prior to the issuance of the contract.

NOTICE OF POLITICAL CONTRIBUTIONS

The Contractor agrees, in accordance with the current Maryland Code, State Finance and Procurement Article, §17-402, to comply with the political contribution reporting requirements, as amended from time to time, to which the Contractor may be subject.

COOPERATIVE PURCHASES

1. Acceptance of this bid and submission of a proposal is an agreement to extend the same prices, terms, and conditions to other governmental agencies, and public or quasi-public agencies that receive government funds that require these commodities and/or services.
2. All purchase and payment transactions shall be made directly between the Contractor and the requesting entity. TOWN OF LA PLATA assumes no obligation on behalf of any other public entity.

ARITHMETICAL ERRORS

Any errors in computations shall be corrected when the proposals are canvassed.

GENDER NEUTRAL CLAUSE

Wherever used herein, a pronoun in the masculine gender shall be considered as including the feminine gender unless the context clearly indicates otherwise.

SOVEREIGN IMMUNITY

By entering into this Contract, TOWN OF LA PLATA and its "employees," as defined in the Local Government Tort Claims Act, §§5-301, *et seq.* of the *Courts and Judicial Proceedings Article*, do not waive sovereign immunity, do not waive: any defenses; any limitations of liability as may be provided for by law; or any provision of the Local Government Tort Claims Act.

THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of this Contract to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein without the written consent of TOWN OF LA PLATA and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof in fulfilling the obligations of the Contract.

NO INDIVIDUAL LIABILITY

No elected official, appointed official, employee, servant, agent, or law enforcement officer shall be held personally liable under this Contract and any extension or renewals thereof because of its enforcement or attempted enforcement provided they are acting within the course and scope of their employment or governmental duties and responsibilities.

SUFFICIENT APPROPRIATIONS

TOWN OF LA PLATA'S financial obligations, if any, under this Contract are contingent upon sufficient appropriations and authorization being made by TOWN OF LA PLATA for the performance of this Contract. TOWN OF LA PLATA'S decision as to whether sufficient appropriations are available shall be accepted by the other party or parties to this Contract and shall be final.

SEVERABILITY

In the event any portion of this Contract is found to be unconstitutional, illegal, null, or void, by a court of competent jurisdiction, it is the intent of TOWN OF LA PLATA to sever only the invalid portion or provision, and that the remainder of the Contract shall be enforceable and valid, unless deletion of the invalid portion would defeat the clear purpose of the Contract, or unless deletion of the valid portion would produce a result inconsistent with the purpose and intent of TOWN OF LA PLATA in entering into this Contract.

ENTIRE AGREEMENT

The parties hereto agree that the above writing constitutes the entire Contract between them concerning this matter and that there are no understanding, promises, or arrangements binding either part hereto that have not been written herein. The parties further agree that this Contract can be amended only by written agreement signed by the parties hereto.

CHOICE OF LAW

This Contract shall be governed by the internal laws of Maryland, without giving effect to its choice of law provisions, and any action brought by or between the parties shall vest jurisdiction and venue exclusively in the Courts located in Charles County, Maryland.

DEFAULT IN COMPLETION

The Project Manager shall determine the number of working days that the Contractor is in default in completing the Contract and shall certify the same to the TOWN OF LA PLATA in writing. For each calendar day so certified, the Contractor shall pay to the TOWN OF LA PLATA the sum of five hundred dollars (\$500.00) per day, which sum is hereby agreed upon, not as a penalty, but as liquidated damages which the TOWN OF LA PLATA will suffer by reason of such default; provided, however, that the TOWN OF LA PLATA may, as hereinafter provided, extend the time for completion of the work beyond the Contract time. The TOWN OF LA PLATA shall be fully authorized and empowered to deduct and retain the amount of any damages, determined as hereinto fore stipulated, 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 time for completion may have been extended by the TOWN OF LA PLATA, from any monies due or to become due

the Contractor under the Contract, at any time after such damages are so incurred. The permitting of the Contractor to finish the work or any part of it after the time fixed for its completion, or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the TOWN OF LA PLATA of any of its rights under the Contract.

MEASUREMENT OF WORK

All quantities of work to be paid for shall be measured and determined by the Project Manager according to the Contract Documents and project specifications. No allowance shall be made for any excess work, except where such excess work has been done by a change order of the Project Manager and in the absence of default or negligence on the part of the Contractor. Should the portions of any part of the work be less than those required by project specifications or the directions of the Project Manager, only the actual labor and equipment hour quantities shall be allowed in total.

ADDITIONAL INSPECTION

In the event the Contractor fails to perform in a timely manner and the project is not completed within the Contract time, the Contractor shall be required to compensate the TOWN OF LA PLATA for the cost of additional inspection services incurred by the TOWN OF LA PLATA.

Costs for additional inspection services shall be computed as follows:

Two and one-half (2 ½) times direct payroll costs of TOWN OF LA PLATA personnel involved, plus reimbursement for actual travel, subsistence, telephone, printing, and other direct expenses at cost.

These costs shall be deducted from the Contractor's payment and shall be paid by the Contractor in addition to any liquidated damages the Contractor's may be charged with. The Contractor's payment and the contract price shall be adjusted by a Change Order.

EVIDENCE OF PAYMENT

The Contractor shall furnish the Project Manager with satisfactory evidence, before or within ten (10) days after the final completion of acceptance of the site work under the Contract, that all persons, partnerships, and corporations who have done work under this Contract, or in or about the work contracted for, and who have given written notice to the Project Manager of claims against the Contractor on account thereof, have been fully paid or secured. In the event such evidence is not furnished by the Contractor, such amount shall be withheld as may be deemed necessary by the Project Manager out of any money due to the Contractor under the Contract until such claims have been fully discharged or such notice withdrawn.

The Project Manager may also, with the written consent of the Contractor, use the money retained, due or to become due under the Contract, for the purpose of paying labor hours for work, for which claims have not been filed with the Project Manager.

CODES AND ORDINANCES

It is understood and agreed that the Contractor is familiar with all Federal, State, County, and Local codes and ordinances which govern the work as required in this Contract and that nothing in or omitted in these Specifications and any Drawings shall relieve the Contractor of full responsibility for compliance with the law.

NOTIFICATION OF PROJECT MANAGER

Contractor shall notify the Project Manager at least twelve (12) hours prior to commencing work, if work has been suspended for any reason other than normal non-working days. Violation shall result in work being declared unsatisfactory, incomplete, and subject to being redone at the Contractor's expense.

SATURDAY, SUNDAY, AND HOLIDAY WORK

No work shall be performed on Sundays, Holidays, or after 6:00 p.m. on work days without the prior written consent of the Project Manager, except within SHA ROW. The contractor should coordinate with SHA District 5 Utilities for allowable sweeping hours within SHA ROW. Violation shall result in work performed going unpaid to Contractor.

PROTECTION OF WORK, PROPERTY, AND PERSONS

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. 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 or any other person(s) who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage 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 in the course of this Contract.

The Contractor shall, as necessary, place their personnel at the project site(s) to assure protection. All costs shall be borne by the Contractor. Any and all damages with or without personnel of the Contractor present shall be made good by the Contractor.

In case of suspension of work for any cause, the Contractor responsible for the Contract shall take such precautions as may be necessary to prevent damage to the work, all material or equipment to be incorporated therein, whether in storage or off site, and other property at the site or adjacent thereto, provide for proper drainage, temporary heat, light, and other required utilities and services and shall erect any necessary temporary structures, signs, or other facilities at the Contractor's expense. In addition, if applicable, the Contractor shall properly and continuously maintain in acceptable growing condition of all living material in newly established plantings, seedings, and sodding furnished, under this Contract, and shall take adequate precautions to protect the new and existing growth against injury.

ADJUSTMENT OF UTILITIES

It shall be the TOWN OF LA PLATA'S responsibility to adjust any utilities and/or obstructions within the specified work area(s) as needed to perform work.

Payment for the adjustment of the service utilities is the TOWN OF LA PLATA'S. Payment for damaged utilities post adjustment shall be the Contractor's responsibility.

WATER SUPPLY

The Contractor shall provide at his own expense such quantities of clean water as may be required for any and all purposes under this Contract. The Contractor shall take particular care to furnish their employees with pure and wholesome drinking water. All sources of water supply to be used by the Contractor in connection with the works shall be subject to the approval of the Project Manager and shall be indicated to the Project Manager by the Contractor five (5) days before beginning work, so that examinations of said supplies can be made.

SANITARY ARRANGEMENTS

Approved sanitary conveniences for the use of laborers and others employed on the work, properly secluded from public observation, shall be constructed and maintained by the Contractor, in such manner and at such points as shall be approved or directed, and their use shall be strictly enforced. The collections in the same shall be disinfected or removed as necessary.

ADJUSTMENT OF ROAD STRUCTURES

It shall be the TOWN OF LA PLATA'S responsibility well in advance of the beginning of work to notify all

public utility corporations, municipal bureaus or owners to make all necessary adjustments to public utility fixtures and appurtenances within or adjacent to the limits of construction. Unless otherwise specified, these adjustments shall be made by the TOWN OF LA PLATA and in advance of construction.

The Contractor shall be held responsible for any damage to the surface or subsurface utility installations during work under this Contract, and any so damaged, shall be replaced or repaired at the Contractor's expense. Any expense resulting from damage to utility structures by the Contractor shall be charged against the Contractor and deducted from any monies due or to become due to the Contractor.

TIMBER AND BRUSH

All cut timber and brush shall be removed from the site of the work each work day unless otherwise directed.

CONSTRUCTION OF RIGHT OF WAYS

If/where applicable, The Contractor shall not move any equipment or materials in the right of way or construction strips and shall not commence any clearing within the right of way unless and until authorized to do so by the Project Manager. The Contractor shall confine his operations strictly within the limits of the right of way and these construction strips, unless the Contractor has the prior written permission of the owner of the adjacent property to occupy additional ground. Trees in the construction strips shall not be cut down except with the written permission of the owner of the property. Trees within the limits of the right of way may be cut down unless otherwise indicated or directed by the Project Manager.

The Contractor shall so conduct his work in the vicinity of right of ways so that there shall be a minimum of disturbance of the properties crossed. Fences shall be disturbed as little as possible and if damaged or removed shall be replaced at the cost of the Contractor to the satisfaction of the property owner.

CONSTRUCTION IN THE VICINITY OF TREES

In right of ways, the Contractor shall be permitted, where the tree in question does not come under the jurisdiction of the La Plata Forest Conservation Program, to cut down any trees, unless otherwise indicated on any drawings. In general, the State Department of Forestry has control over trees in public areas such as roads. Any other trees may be cut down only with the written permission of the Project Manager or owner of the adjacent property as the case may be. The Contractor shall execute due care not to injure trees, within or adjacent to the line of work, under the jurisdiction of the La Plata Forest Conservation Program. The Contractor shall carry on their operations in conformity with the requirements of the La Plata Forest Conservation Program without additional compensation over the price bid for the work.

LIGHTS, RAILINGS, AND WATCHMEN

If/where applicable, the Contractor shall place sufficient lights on or near the work and keep them burning from twilight to sunrise. The Contractor shall erect suitable railings, fences, or other protection about open trenches, and provide all watchmen on the work, by day or night, that may be necessary for the public safety. The Contractor shall place proper guards and lights for the prevention of accidents during and after the delivery of materials and supplies and shall at all times take all necessary precautions to avoid accidents or injury to persons or property. The Contractor shall, upon notice from the Project Manager that the Contractor 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, but the Contractor shall not be relieved of his obligations under the Contract by any such notice or directions. In case the Contractor shall not comply with an order with respect to guarding his work, the Project Manager may provide the required protection and the cost thereof shall be deducted from any monies due or to become due to the Contractor under the Contract. The Contractor shall not be relieved of his obligations under the Contract by any such action of the Project Manager.

SUPERVISION BY THE CONTRACTOR

No work shall be performed or material placed by the Contractor without a responsible representative of the Contractor present at all times. The Contractor shall supervise and direct the work. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor shall employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site(s). The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be binding as if given to the Contractor. The supervisor shall be present on the site(s) at all times and required to perform adequate supervision and coordination of the work as determined by TOWN OF LA PLATA. If the Contractor's representative is not present all work shall be declared unsatisfactory and shall be removed at the Contractor's expense.

PIPELINES TO BE KEPT CLEAN

During the progress of the work and until the completion and final acceptance thereof by TOWN OF LA PLATA, the pipelines and their appurtenances should be kept thoroughly clean throughout, if/where applicable. Obstructions or deposits, at any time discovered, shall be removed at once by the Contractor without extra compensation. After the completion of the work, the pipelines and their appurtenances shall be left clean, free, and in good order.

LAND

Site(s) shall be delivered to the Contractor "as is" of the date of these specifications.

PROTECTION OF STRUCTURES FROM WORK AND MATERIALS

It shall be the responsibility of the Contractor to adequately protect curb, gutter, and other adjacent structures when performing work. The Contractor may use any method that is normal practice, such as protective paper, courses of sand, etc. If any of the surrounding structures are defaced, they shall be repaired at the Contractor's expense. Within the work area the Contractor shall protect manhole frames and covers and other similar utility road structures with paper or other means before performing work to the area.

After work has been completed, it shall be the Contractor's responsibility to remove the protective covering and examine the various surrounding structures to see that they are unimpaired and that their covers are free and sit properly.

DEFECTIVE WORK

Neither the inspection or supervision of the work, nor the presence or absence of any employee of the Town of La Plata, Maryland 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 project specifications given by the Project Manager; and defective work shall be made good and unsuitable material installation shall 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 forthwith make good such defect, or injury, in a manner satisfactory to the Project Manager, without extra compensation therefore, 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 and jointly examined by the Contractor and Project Manager for defects, just before placing, and any found defectives shall not be placed in the work.

CLEANING UP

On or before the completion of the work each day, the Contractor shall, without charge leave the line of the work in a clean and neat condition.

ALTERATIONS

TOWN OF LA PLATA reserves the right to alter work requested under the contract, whenever any conditions or obstructions are met that render such changes desirable or necessary. In case such alterations make the work less expensive to the Contractor, a proper deduction shall be made from the Contract prices 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 case such alterations make the work more expensive, a proper addition shall be made to the Contract prices. Any such deduction or addition shall be determined by the Project Manager.

COMPLETENESS

All information required by this RFB shall be supplied to constitute a proper bid. TOWN OF LA PLATA shall not be responsible for the premature opening of bids if not properly addressed or identified.

LATE BIDS

Formal bids or amendments thereto received by TOWN OF LA PLATA after the time specified for bid opening shall not be considered. Bids received after the time specified for bid opening shall be returned unopened.

BID NO. TLSBC-08-2024-16
Tilghman Lake Settling Basins Cleanout

SPECIFICATIONS

1. INTENT

The Town of La Plata, Maryland, is requesting sealed proposals from qualifying contractors to enter a contract to install an access road, drainage pipe, super silt fence at the settling basins at Tilghman Lake Park near Well 8. This work will also include clearing the trees and bush within the existing fencing and excavation of approximately 1,500 CY of materials from one basin. An approved E&S plan to be provided that shows the work and the details.

- Install stone construction entrance/access road (CE) per the approved E&S plan.(plan and stone to be provided by Town).
- Install 18" pipe under CE per the plan. Pipe to be provided by Town.
- Clear and dispose all trees and vegetation from within the existing fence.
- Install super silt fence around the drainage structure per the plan.
- Excavate, haul, and dispose of approximately 1,500 CY of material. This should be reported at a per load rate. Only 1 basin will be excavated per the approved plan.
- Stabilize the area with seed and straw.
- All material removed from the site, including vegetation and excavated materials shall be disposed of at a site with an approved E&S plan.

Timeline provided on the plan includes the following:

- Install CE and pipe.
- Clear vegetation to install silt fence.
- Clear any remining vegetation from within the existing fence.
- Excavate 1 basin.
- Stabilize area with seed and straw.

The Contractor shall submit a copy of their Experience Modification Rating (EMR) with their bid.

All materials and services needed to complete work efforts under this contract will be supplied by the Contractor, including equipment, labor, materials (i/a) and debris disposal, unless otherwise specified. The Contractor(s) will perform all required administration, management, and quality assurance to ensure proper execution of services under this contract. All work performed shall be coordinated with the TOWN OF LA PLATA, Department of Public Works personnel as applicable to this job.

This RFB and the specifications herein are being offered to qualify and select a Contractor(s) to furnish all necessary labor, equipment, materials (unless otherwise stated), supervision, tools, services and all related incidentals required to perform all work necessary. The requirements outlined herein and engineering plan sets are intended as an aid to acquaint Bidders with what is required to execute the work on this contract. These specifications will serve as the source documents for work performed throughout construction and until completion of work.

- A. If the Contractor(s) foresees that he/she is going to exceed the original estimate in the quotation, he/she must notify the Project Manager for approval prior to proceeding with any additional work. The Town shall not pay for additional work that the Contractor performs without the Town's approval.
- B. Guarantee – When applicable, the contractor shall furnish a one-year (1 year) guarantee of workmanship, dating from time of acceptance of the project and shall make good any defects which may occur during that period.

2. WORK HOURS

Per Town of La Plata Ordinance, no sweeping permitted before 7:00 a.m. or after 6:00 p.m., except within SHA ROW. The contractor should coordinate with SHA District 5 Utilities for allowable sweeping hours within SHA ROW. Work may also be performed on Saturdays between 8:00 a.m. and 6:00 p.m. with prior approval of the Project Manager. No work is to be performed on Sundays or Holidays.

3. JOB INSPECTION

The specifications for this Contract shall be those of the TOWN OF LA PLATA. The TOWN OF LA PLATA will inspect work performed and perform facility inspections and utility testing, where applicable throughout the term of this Contract for specific project assigned. Project Manager reserves the right to request job inspection at any given time.

4. PRICING

Pricing shall include all costs including, but not limited to overhead, travel, mileage, vehicle / equipment fuel, labor, materials (unless otherwise stated), equipment operation, and disposal.

5. PAYMENT TERMS AND METHOD OF PAYMENT

Payment shall be made by TOWN OF LA PLATA for services performed after submittal of invoice(s) in an itemized format including the following information:

- Contract number;
- Job Site Title – Street Listing
- Date(s) / Times work performed;
- Contract labor / equipment unit price(s);
- Contractor's name and address;
- Invoice number; and
- Remit to address

Services **shall not begin** until Contractor receives written Notice to Proceed.

Invoices shall be submitted to:

TOWN OF LA PLATA
Department of Public Works
Attn: Jeff Garner
305 Queen Anne Street
La Plata, Maryland 20646

Payment of invoices shall be made within thirty (30) calendar days, more or less, of receipt of the properly itemized invoices for services performed and accepted by the TOWN OF LA PLATA and approval by the Project Manager.

All items as described in the Contract shall be paid for on the basis of the contract pricing as specified, and such prices and payment shall be full compensation for all labor including equipment and incidentals, materials and disposal necessary to complete the work as specified.

6. CONTRACT PERIOD

- A. The term of this Contract shall be for one (1) year from date indicated in the Notice to Proceed, or otherwise indicated by TOWN OF LA PLATA, with the option of extending the Contract for three (3) additional one (1) year periods under the same terms and conditions.
- B. This Contract shall automatically be renewed unless notice of nonrenewal shall be made to the Contractor by TOWN OF LA PLATA or to TOWN OF LA PLATA by the Contractor at least ninety (90) calendar days prior to the contract Anniversary date which is the date in the Notice to Proceed or otherwise indicated by TOWN OF LA PLATA.

7. PRICE ADJUSTMENT

- A. All prices offered herein shall be firm against any increase from one (1) year from the effective date of this Contract.
- B. To compensate for the fluctuation of price for portions of hourly labor cost, the Contractor may request an annual price percentage increase at least thirty (30) calendar days prior to commencement of subsequent renewal terms. TOWN OF LA PLATA will entertain the request for escalation considering TOWN OF LA PLATA'S budgetary and economic conditions.
- C. If approved, any price adjustment will become effective the first date of the renewal term and shall be made on the actual quantity of hourly labor services performed.

8. EXTRA WORK

Extra work over and above what is anticipated for this job caused by the Contractor's unfamiliarity with existing conditions will not be acceptable. However, the Contractor shall do such extra work as may be deemed necessary and requested by the TOWN OF LA PLATA, specific only to this job. No action on the proposed extra work will be started until approved by the Project Manager. No claim for extra work will be considered or allowed unless said work has been so ordered or approved in writing.

TLSBC -08-2024-16
Tilghman Lake Settling Basins Cleanout

PRICE PROPOSAL

TO THE TOWN OF LAPLATA: The undersigned agrees to provide service to install an access road, drainage pipe, super silt fence at the settling basins at Tilghman Lake Park near Well 8. This work will also include clearing the trees and bush within the existing fence, installation of erosion and sediment controls, and excavation of approximately 1,500 CY of materials from one basin. An approved E&S plan to be provided that shows the work and the details. The contractor will furnish all labor, equipment, materials not specified and proper debris disposal necessary to complete work in accordance with specifications and other documents herein at the following price(s):

PRICE SHEET – Town of LaPlata Tilghman Lake Settling Basins Cleanout	
Description: Below, please complete price sheet to include all labor, equipment, materials (i/a), debris disposal required as well as a grand total per Lake Settling Basins Cleanout activity.	
Labor	\$10,410.83
Equipment	\$16,186.80
Materials (i/a)	\$10,410.83
Disposal	\$54,292.50
Grand Total	\$91,300.93

Contractors are urged to provide as much additional detail as deemed necessary with submittal of price proposal.

The Town's intention is to have Tilghman Lake Settling Basins under this contract begin prior to October 31, 2024. Any contractor(s) submitting a sealed proposal understands that signing the required agreement page confirms eligibility to begin work before October 31, 2024.

NAME AND SIGNATURE REQUIREMENTS FOR BID AND CONTRACTS

The legal business name and principal office AS RECORDED WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION (SDAT) for Maryland shall be used on all forms submitted.

A trade name (i.e., a shortened or different name under which the firm does business) shall not be used when the legal name is different. Corporations shall have names complying with State law. The Contractor's signature shall conform to the following:

All signatures shall be made by an authorized officer, partner, manager, member, or employee. The signing of an offer or a contract is a representation and certification by the person signing that the person signing is authorized to do so on behalf of the Offeror or Contractor.

CONTRACTOR'S LEGAL BUSINESS NAME Austins Dirtworks, LLC	TELEPHONE NUMBER 301-265-5458
PRINCIPAL OFFICE ADDRESS 9285 W&W Industrial Road, La Plata, MD 20646	FAX NUMBER 240-343-3526
REMITTANCE ADDRESS: (If Remittance Address is Different from Above Address)	EMAIL ADDRESS bryce.austin@austindirtworks.com
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT) Bryce Austin/President	
SIGNATURE OF ABOVE PERSON 	DATE 10-15-24
WITNESS 	DATE 10-15-24

CONTRACTOR REFERENCES

List at least three (3) references for whom your company has provided the service as outlined in this Invitation to Bid during the past 3-year period. TOWN OF LA PLATA reserves the right to request additional information regarding past and current clients for whom the Contractor has provided the services requested in this RFB. TOWN OF LA PLATA reserves the right to check all references furnished and consider the response(s) received in determining award of this Contract.

1. Company: Dennis Anderson Construction
 Address: 8 Irongate Drive, #B, Waldorf, MD 20602
 Contact Person: Dennis Anderson
 Telephone: 301-843-7400
 E-Mail Address: danderson@dennisandersonconstruction.com
 Location of Work: Charles County, Maryland

2. Company: Jim Lorenzi
 Address: 3475 Leonardtown Road, #100, Waldorf, MD 20601
 Contact Person: Jim Lorenzi
 Telephone: 301-645-2254
 E-Mail Address: jlorenzi@ldgwaldorf.com
 Location of Work: Charles County, Maryland

3. Company: Chadwick Companies
 Address: 204 Washington Ave, Suite 201, LaPlata, MD 20646
 Contact Person: Kent Chadwick
 Telephone: 240-776-4085
 E-Mail Address: kchadwick@chadwickcompanies.com
 Location of Work: Charles County, La Plata, MD

Specify the number of years your company has been in business as a contractor providing the requested services: 21 years. (Shall be at least three (3) years.)

CONTRACTOR'S LEGAL BUSINESS NAME: Austins Dirtworks, LLC

AUTHORIZED SIGNATURE:  DATE: 10.15.24

ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

1. I am the President and the authorized representative of the firm of
Title

Austins Dirtworks, LLC

Name of Corporation

whose address is 9285 W&W Industrial Road, Laplata, MD 20646

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 3 below, neither I nor, to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, nor 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 has been convicted of, or has pleaded nolo contendere to a charge of, or has during the course of 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 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).

3. State "none" or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date; court, official, or administrative body; the individuals involved and their position with the firm, and the sentence or disposition, if any.

4. I acknowledge that this affidavit is to be furnished to TOWN OF LA PLATA and, where appropriate, to the Board of Public Works and to the Attorney General pursuant to Sections 16-201, et seq., of the State 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, TOWN OF LA PLATA may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with Sections 16-201, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland, which provide that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

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

10.15.24

DATE


SIGNATURE

SUBCONTRACTORS AND SUPPLIERS

The Contractor shall supply the name, address, phone number, and trade of each subcontractor and supplier proposed to employ under this Contract. Changes necessary for unforeseen reasons shall be submitted in writing to the Project Manager or duly authorized representative.

Any person undertaking a part of the work under the terms of the contract, by virtue of an agreement with the Contractor who, prior to such undertaking, shall receive the prior approval of the main Project Manager. TOWN OF LA PLATA may terminate the contract if subcontracting is performed without TOWN OF LA PLATA'S approval.

(If no Subcontractors are used, enter none)

Subcontractor's Type of Work, or Supplier's Type Of Equipment	Name	Address
Trucking	S.J. Mundy Trucking	14760 Charles Street Charlotte Hall, MD 20622

CONTRACTOR'S LEGAL BUSINESS NAME: Austins Dirtworks, LLC

AUTHORIZED
SIGNATURE:



DATE:

10-15-24



Mod Factors

AUSTINS DIRTWORKS LLC

Mod Factor

0.98

Status

Final

Risk ID

913919173

Rating Eff Date

11/01/2024

Production Date

06/20/2024

ARAP

FLARAP

SARAP

MAARAP

AUSTINS DIRTWORKS LLC

Mod Factor

0.98

Status

Final

Risk ID

913919173

Rating Eff Date

11/01/2023

Production Date

06/22/2023

ARAP

FLARAP

SARAP

MAARAP

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AGREEMENT

This Agreement made this 15th day of Oct. in the year 2024, by and between

Contractor Name: Austins Dirtworks, LLC

Contractor Address: 9285 W&W Industrial Road, Laplata, MD 20646

hereinafter called the Contractor, and the Town of La Plata.

WHEREAS, the contract for Tilghman Lake Settling Basins Cleanup

subject to the following documents which form the contract and are as fully a part of the contract as if thereto attached or hereinafter repeated and are termed the Contract Documents:

NOTICE TO CONTRACTORS
GENERAL CONDITIONS OF BID AND CONTRACT
SPECIFICATIONS
PRICE PROPOSAL
NAME AND SIGNATURE REQUIREMENTS FOR BID AND CONTRACTS
CONTRACTOR REFERENCES
ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO BID
SUBCONTRACTORS AND SUPPLIERS
COPY OF COMPANY EXPERIENCE MODIFICATION RATING (EMR)
AGREEMENT

AND WHEREAS, the contract has recently been awarded to the Contractor by the Town of La Plata at and for a sum equal to the aggregate cost of the equipment and labor services performed, at the prices and rates respectively named therefore in the proposal attached hereto;

AND WHEREAS, it was one of the conditions of said award that a formal contract should be executed by and between the Contractor and the Town of La Plata evidencing the terms of said award;

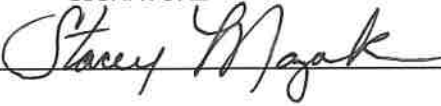
NOW THEREFORE, THIS CONTRACT WITNESSETH, that the Contractor does hereby covenant and agree with the Town of La Plata that he shall well and faithfully provide said services as set forth in the Contract Documents in accordance with each and every one of the conditions, covenants, stipulations terms, and provisions contained in said Contract Documents at the prices and rates respectively named therefore in the proposal attached hereto, and shall well and faithfully comply with and perform each and every obligation imposed upon him by said Contract Documents, or the terms of said award;

AND the Town of La Plata does hereby covenant and agree with the Contractor that it shall pay to the Contractor when due and payable under the terms of said Contract Documents and of said award, the above mentioned sum; and it shall well and faithfully comply with and perform each and every obligation imposed upon it by said Contract Documents, or the terms of said award.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by a duly authorized representative by their hands and seals, intended to be so bound, as of the day and year first above written.

CONTRACTOR NAME Austins Dirtworks, LLC

AUTHORIZED CONTRACT REPRESENTATIVE  President
SIGNATURE TITLE

WITNESS 

TOWN OF LA PLATA _____ (SEAL)

WITNESS _____

APPROVED FOR LEGAL SUFFICIENCY ON _____
BY:

TOWN OF LA PLATA ATTORNEY

RECEIVED
OCT 15 2024
BY:

FROM: Austins Dirtworks LLC
9285 W 4th Industrial Rd.
La Plata, MD 20646

SEALED BID

TO BE DELIVERED AND OPENED BY:

TOWN OF LA PLATA
PROCUREMENT OFFICE
305 QUEEN ANNE STREET
LA PLATA, MARYLAND 20646

BID TITLE: Tilghman Lake Settling Basins Cleanup
RFB NUMBER: TL-SBC-08-2024-16
BID DATE: 10/15/24 BID TIME: 2:00 pm



TOWN OF LA PLATA
305 Queen Anne Street
Post Office Box 2268
La Plata, Maryland 20646

MEMORANDUM

To: Mayor and Council

From: Karina Larsen, Treasurer

Subject: Fiscal Year 2024 Budget Appropriations for 2023 Series Bonds

Date: November 6, 2024

I am requesting an amendment to the Fiscal Year 2024 Budget to account for the 2023 Series Bonds issued on December 7, 2023, which were used to fund Parkway Improvements in the Pinegrove development prior to June 30, 2024. These bonds were not originally included in the general fund budget due to timing and budgeting processes. A budget appropriation is needed to align the activities of the bond proceeds, interest, issuance cost and distribution use. The attached document outlines the proposed budget appropriations. This aims to ensure that our financial records are precise and that our budget remains aligned with our actual finance sources to uses.

I respectfully request your consideration and approval of these proposed amendments.

Please let me know if you should have any questions or need further details.

GENERAL FUND

Adjust FY24 General Fund to align with the issuance of 2023A and 2023B bonds

	Acct Desc	DR	CR	Reason
01-000-015-4900	BONDS PROCEEDS		14,811,690	2023A Par amount less issue discount
01-160-015-5533	BOND ISSUANCE COSTS	1,093,971		Cost of 2023A issuance
01-000-015-4900	BONDS PROCEEDS		909,045	2023B Par amount
01-160-015-5538	Bond Interest	183,528		2023A Bond Interest Payment
01-320-001-5630	ROADS	13,055,549		Pinegrove Parkway Infrastructure
		14,333,048	15,720,735	

COUNCIL OF THE TOWN OF LA PLATA
Resolution 24-23

Introduced By: Mayor Jeannine E. James

Date Introduced: November 12, 2024

Date Adopted:

Date Effective:

A RESOLUTION concerning

Water Meter Setter Purchase

FOR the purpose of authorizing the Chief Executive Officer to enter into a contract purchase agreement for the purchase of water meter setters; and all matters generally relating thereto.

* * * * *

WHEREAS, the Town of La Plata has established a safe and clean water supply for the citizens of the Town; and

WHEREAS, the Town requires meters and associated setters to track water distribution to customers on an as needed basis; and

WHEREAS, the Town staff recommends the upgrade and replacement of equipment and components as necessary to continued efficient operation; and

WHEREAS, operational needs necessitate that the Town replenish its supply of water meter setters; and

WHEREAS, Town Charter § C8-23 requires that all expenditures in excess of twenty thousand dollars (\$20,000), shall be advertised for sealed bids, except for expenditures which the Town Council, by ordinance, has determined are not subject to the sealed bid requirements; and

WHEREAS, the Town solicited potential service providers via an open competitive bidding process consistent with Town procurement policies;

WHEREAS, the Acting Director of Public Works evaluated the quotes from three (3) firms and is recommending that the Town enter a contract purchase agreement with LB Water Service, Inc., of Frederick, Maryland, in the amount of thirty-five thousand seven hundred eighteen dollars (\$35,718.00) for the required materials;

WHEREAS, the Town Council agrees that it is in the best interest of the Town to contract with LB Water Service, Inc., for the purchase of two hundred (200) water meter setters.

Resolution 24-23

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF LA PLATA that Jeannine E. James, Chief Executive Officer, is hereby authorized to execute and deliver, on behalf of the Town of La Plata, a Contract Purchase Agreement with LB Water Service, Inc., thirty-five thousand seven hundred eighteen dollars (\$35,718.00), for the purchase of two hundred (200) water meter setters.

ADOPTED AND APPROVED by the Council of the Town of La Plata on _____, 2024.

SEAL:

COUNCIL OF THE TOWN OF LA PLATA

- Jeannine E. James, Mayor

- David L. Winkler, Councilman

- Matthew D. Trollinger, Councilman

- Evalyne L. Bryant-Ward, Councilwoman

Kelly Phipps
Interim Town Clerk

David M. Jenkins, Councilman

Date: _____, 2024

COUNCIL OF THE TOWN OF LA PLATA
Resolution 24-25

Introduced By: Mayor Jeannine E. James

Date Introduced: November 12, 2024

Date Adopted:

Date Effective:

A RESOLUTION concerning

Inspections Department Vehicle Purchase

FOR the purpose of authorizing the Town Manager to enter into a contract agreement for the purchase of one (1) 2024 Chevrolet Silverado 1500 Truck for use by the Inspections Department for code enforcement and inspection activities; and all matters generally related thereto.

* * * * *

WHEREAS, the Council of the Town of La Plata desires to provide the appropriate equipment and tools to facilitate the delivery of Town services; and

WHEREAS, the purchase of a new vehicle was included in the FY 25 budget; and

WHEREAS, the Council of the Town of La Plata reviews recommendations by staff to ensure it aligns with the Council's annual service priorities; and

WHEREAS, the Director of Inspections has recommended the approval and authorization for the purchase of one (1) 2024 Chevrolet Silverado 1500 for use by the Inspections Department for code enforcement and inspection activities; and

WHEREAS, the vendor approved in Resolution 23-31, "Purchase of Code Enforcement Vehicle," was unable to fulfill contractual obligations to deliver a vehicle for this purpose; and

WHEREAS, the Inspections Department sought a replacement vehicle of comparable specifications through processes consistent with Town procurement policies; and

WHEREAS, Lexington Park Chevy of California, Maryland, has provided a quote of thirty-nine thousand one hundred thirty-one dollars (\$39,131.00); and

WHEREAS, Town Charter § C8-23 and Town Code Chapter 43 requires that all

expenditures in excess of twenty thousand dollars (\$20,000), be advertised for sealed bids, except for expenditures which the Town Council, by ordinance, has determined are not subject to the sealed bid requirements; and

WHEREAS, the Town Council agrees that it is in the best interest of the Town to contract with Lexington Park Chevy of California, Maryland, for the purchase of one (1) 2024 Chevrolet Silverado 1500 for use by the Inspections Department for code enforcement and inspection activities.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF LA PLATA that Jeannine E. James, Chief Executive Officer, is hereby authorized to execute and deliver, on behalf of the Town of La Plata, a Contract Purchase Agreement with Lexington Park Chevy of California, Maryland, for the purchase of one (1) 2024 Chevrolet Silverado 1500, for a total expenditure of for a total expenditure of thirty-nine thousand one hundred thirty-one dollars (\$39,131.00).

ADOPTED AND APPROVED by the Council of the Town of La Plata on this _____ day of _____, 2024.

SEAL:

COUNCIL OF THE TOWN OF LA PLATA

Jeannine E. James, Mayor

David L. Winkler, Councilman

Matthew D. Trollinger, Councilman

Attest:

Evalyne Bryant-Ward, Councilwoman

Kelly G. Phipps
Interim Town Clerk

Date: _____, 2024

David M. Jenkins, Councilman

**COUNCIL OF THE TOWN OF LA PLATA
Resolution 24-24**

Introduced By: Mayor Jeannine E. James, by request

Date Introduced: November 12, 2024

Date Adopted:

Date Effective:

A RESOLUTION concerning

Willow Lane Pump Station Maintenance

FOR the purpose of authorizing the Chief Executive Officer to enter into a contract agreement for the cleaning of accumulated fats, oil, and grease from Pump Station Wet Well, and the hauling and disposal of said accumulation; and all matters generally relating thereto.

* * * * *

WHEREAS, the Council of the Town of La Plata desires to effectively and efficiently provide high quality and reliable services to the citizens of the Town; and

WHEREAS, the Town has a significant investment in its water and sewer infrastructure that enables it to provide these services to its customers; and

WHEREAS, the Town strives to maintain its infrastructure to the highest standards; and

WHEREAS, the Town has contracted with Kline's Services of Wind River Environmental for their expertise to clean the wet well in a safe and environmentally effective manner since 2015; and

WHEREAS, considering the limited pool of local providers of this specialized service, the Town Wastewater Superintendent recommends that Kline's Services be again awarded the contract for the removal of the accumulation of fats, oil, and grease at the Willow Lane Pump Station; and

WHEREAS, Town Charter § C8-23 and Town Code Chapter 43 requires that all expenditures in excess of twenty thousand dollars (\$20,000), be advertised for sealed bids, except for expenditures which the Town Council, by ordinance, has determined are not subject to the sealed bid requirements; and

WHEREAS, the Town solicited potential service providers via an open competitive bidding process consistent with Town procurement policies resulting in the receipt of one (1) bid, from Kline's Services of Wind River Environmental, LLC, of Marlborough,

Massachusetts; and

WHEREAS, given that Kline's Services has the necessary equipment and has consistently demonstrated the quality of work that the Town expects, Town staff believes it would be in the Town's best interest to contract with Kline's Services for the required services; and

WHEREAS; the Town Council agrees that it is in the best interest of the Town to contract with Kline's Services of Wind River Environmental, LLC, of Marlborough, Massachusetts, for the removal and disposal of accumulated grease and trash in the Willow Lane Pump Station wet well, and for yearly maintenance.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF LA PLATA that Jeannine E. James, Chief Executive Officer, is hereby authorized to execute and deliver, on behalf of the Town of La Plata, a Contract Service Agreement for the removal and disposal of accumulated grease and trash in the Willow Lane Pump Station wet well, and for yearly maintenance, for the amount quoted as sixty-nine thousand, two hundred twelve dollars (\$69,212.00), and to allow for a twenty percent (20%) contingency of thirteen thousand eight hundred forty-two dollars and forty cents (\$13,842.40), for a maximum expenditure of eighty-three thousand fifty-four dollars and forty cents (\$83,054.40).

ADOPTED AND APPROVED by the Council of the Town of La Plata on _____, 2024.

SEAL:

COUNCIL OF THE TOWN OF LA PLATA

Jeannine E. James, Mayor

David L. Winkler, Councilman

Matthew D. Trollinger, Councilman

ATTEST:

Evalyne L. Bryant-Ward, Councilperson

Kelly G. Phipps
Interim Town Clerk

David M. Jenkins, Councilman

Date: _____, 2024

COUNCIL OF THE TOWN OF LA PLATA
Resolution 24-26

Introduced By: Mayor Jeannine E. James, by request

Date Introduced: November 12, 2024

Date Adopted:

Date Effective:

A RESOLUTION concerning

Tilghman Lake Park Settling Basins

FOR the purpose of authorizing the Chief Executive Officer to enter into a contract service agreement for the creation and maintenance of settling basins at Tilghman Lake Park; and all matters generally relating thereto.

* * * * *

WHEREAS, the Town recognizes that erosion and sediment control is a critical element of resource conservation through the mitigation of the harmful and deleterious effects of the built environment on the natural environment; and

WHEREAS, the Town strives to maintain its infrastructure to the highest standards; and

WHEREAS, the Town recognizes the key contribution that high quality parks and open spaces make to community health, wellness, and quality of life; and

WHEREAS, Tilghman Lake Park and its amenities are a treasured asset for the Town's residents; and

WHEREAS, during upgrades to the Tilghman Lake Park Dam, Town staff identified the opportunity to incorporate more environmentally sustainable, efficient, and cost-effective measures for the maintenance of the Town's water, sewer, and stormwater infrastructure through the creation and restoration of settling basins; and

WHEREAS, Town Charter § C8-23 and Town Code Chapter 43 requires that all expenditures in excess of twenty thousand dollars (\$20,000), be advertised for sealed bids, except for expenditures which the Town Council, by ordinance, has determined are not subject to the sealed bid requirements; and

WHEREAS, the Town solicited potential service providers via an open competitive bidding process consistent with Town procurement policies and received two (2) price quotes; and

38 **WHEREAS**, the Acting Director of Public Works evaluated the quotes received and
39 recommends that the Town enter into a contract service agreement with Austins
40 Dirtworks, LLC, of La Plata, Maryland, for the services specified in Town of La Plata Bid
41 # TLSBC-08-2024-16, for the quoted price of ninety-one thousand three hundred dollars
42 and ninety-three cents (\$91,300.93); and
43

44 **WHEREAS**, the Town Council agrees that it is in the best interest of the Town to
45 contract with Austins Dirtworks, LLC, of La Plata, Maryland, for the services specified in
46 Town of La Plata Bid # TLSBC-08-2024-16.
47

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF LA PLATA that Jeannine E. James, Chief Executive Officer, is hereby authorized to execute and deliver, on behalf of the Town of La Plata, a Contract Service Agreement with contract service agreement with Austins Dirtworks, LLC, of La Plata, Maryland, for the services specified in Town of La Plata Bid # TLSBC-08-2024-16, for a total expenditure of ninety-one thousand three hundred dollars and ninety-three cents (\$91,300.93).

ADOPTED AND APPROVED by the Council of the Town of La Plata on _____, 2024.

SEAL:

COUNCIL OF THE TOWN OF LA PLATA

- Jeannine E. James, Mayor

- David L. Winkler, Councilman

- Matthew D. Trollinger, Councilman

ATTEST: - Evalyne L. Bryant-Ward, Councilwoman

Kelly Phipps
Interim Town Clerk

David M. Jenkins, Councilman

Date: _____, 2024

COUNCIL OF THE TOWN OF LA PLATA
Ordinance 24-18

Introduced By: Mayor Jeannine E. James, by request
Date Introduced: November 12, 2024
Date Adopted:
Date Effective:

1 **AN ORDINANCE** concerning

2
3 **Amendment to Town of La Plata Fiscal Year**
4 **2024 Financial Plan/Budget – 2023 Series Bonds**
5

6 **FOR** the purpose of amending the Town of La Plata Fiscal Year 2024 (FY24) Financial
7 Plan/Budget to reflect the activities of the 2023 Series Bonds; and all matters
8 generally relating thereto.
9

10
11
12 **WHEREAS**, it is the intention of the Council of the Town of La Plata, by this ordinance,
13 to reallocate the FY24 appropriations to more accurately align them with budgeted
14 expenditures; and
15

16 **WHEREAS**, the FY24 Financial Plan/Budget did not previously reflect proceeds,
17 interest, issuance cost, or distribution use related to the 2023 Series Bonds; and
18

19 **WHEREAS**, it is the intention of the Council of the Town of La Plata, by this ordinance,
20 to amend the FY24 Budget to align the General Fund with actual finance sources and uses.
21

22 **SECTION 1: BE IT ENACTED BY THE COUNCIL OF THE TOWN OF LA PLATA** that the
23 Town of La Plata FY24 Financial Plan/Budget be amended as attached hereto as Attachment
24 1.
25

26 **SECTION 2: AND BE IT FURTHER ENACTED** that this Ordinance shall become
27 effective at the expiration of fifteen (15) calendar days after its approval by the Council.
28

29
30
31

ADOPTED AND APPROVED by the Council of the Town of La Plata on _____.

SEAL:

COUNCIL OF THE TOWN OF LA PLATA

Jeannine E. James, Mayor

David L. Winkler, Councilman

Matthew D. Trollinger, Councilman

ATTEST:

Evalyne Bryant-Ward, Councilwoman

Kelly G. Phipps
Interim Town Clerk

David M. Jenkins, Councilman

Date: _____

EXPLANATION:

CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

((Double Parentheses)) indicate matter deleted from existing law.

Underlining indicates amendments to bill.

~~Strike Out~~ indicates matter stricken from bill by amendment or deleted from the law by amendment.

*** indicates existing law not depicted in bill and not being altered by bill

[Brackets] indicate renumbering of matter in existing law

GENERAL FUND

Adjust FY24 General Fund to align with the issuance of 2023A and 2023B bonds

	Acct Desc	DR	CR	Reason
01-000-015-4900	BONDS PROCEEDS		14,811,690	2023A Par amount less issue discount
01-160-015-5533	BOND ISSUANCE COSTS	1,093,971		Cost of 2023A issuance
01-000-015-4900	BONDS PROCEEDS		909,045	2023B Par amount
01-160-015-5538	Bond Interest	183,528		2023A Bond Interest Payment
01-320-001-5630	ROADS	13,055,549		Pinegrove Parkway Infrastructure
		14,333,048	15,720,735	