

BIDDING DOCUMENTS

BID NO.: FH 09-01

**TOWN OF FOREST HEIGHTS
5508 Arapahoe Drive
Forest Heights, Maryland 20745**

**Project Title: Forest Heights Community Greening
Project**

**Municipal Property Grounds and Municipal Building Roof
Improvements**

DUE DATE/TIME: December 31, 2008

NOTE: The Town of Forest Heights is seeking Proposals from all interested and qualified contractors for the Municipal Property Grounds and Municipal Building Roof Improvements. Contract award shall be made in accordance with contractor's qualifications and price. Bidders are strongly encouraged to carefully review the Bidding Documents. Technical questions must be submitted in writing **at least (7) days prior to the bid opening date. Questions are due on or before, Friday, December 22nd, 2008.**

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BID NO. FH 09-01

Project Title: Forest Heights Community Greening Project

5508 Arapahoe Drive
Forest Heights, Maryland 20745

A. PROPOSAL INSTRUCTIONS

1. Technical Information

The Contractor shall submit the following technical information:

- A brief narrative explanation of how it will accomplish the technical, managerial, and supervisory work described below under Section C, Scope of Work.
- A timeline with milestone dates for accomplishing the work.
- Information outlining the experience and qualifications of the company, along with appropriate references.

Contractors which fail to include all the above information may be rejected as non-responsive.

Proposals may be submitted for one or both of the tasks outlined in the Scope (C.1.a Municipal Property Grounds and/or C.1.b Municipal Building Roof).

2. Cost Summary

- a. A Cost Summary must be submitted on the attached form entitled "Bid Cost Form: FH 09-01 Forest Heights Community Greening." All contractors must give the price in figures. The Cost Summary must contain the original signature of a person or person(s) authorized to bind the company. All proposals must be typed. Corrections on the Cost Summary must be initiated by the contractor.
- b. The Town of Forest Heights is exempt from State and Local taxes. Therefore, an allowance for such taxes should not be included in the bidding proposal offer. Exemption certificates will be furnished to the successful Contractor upon request.
- c. Conditioned proposal and proposals containing escalator clauses will not be accepted. In the event any offer contains deviations or substitutions from the advertised specifications, the Contractor is

required to fully describe and explain the nature of deviations or substitution in the proposal submission.

- d. A cost summary must be submitted for the particular task addressed in the proposal (C.1.a Municipal Property Grounds and/or C.1.b Municipal Building Roof).

3. **Other Required Information**

The following forms and information must be returned with proposal:

- Bid Cost Form FH 09-01 “Forest Heights Community Greening”
- Non-Collusion Affidavit
- Non-Conviction affidavit
- U.S. Employer Identification Number, Maryland employer Identification Number and Certification of Good Standing (if Contractor is a Corporation)

4. **Submission of Proposals**

- a. All proposals shall be addressed to: Larry Stoner, Mayor, Town of Forest Heights, 5508 Arapahoe Drive, Forest Heights, Maryland 20745, and must be actually received by the Town Clerk at the Municipal Building no later than 3:00 p.m. on October 24, 2008. It is the contractor’s responsibility to ensure that its offer is delivered at the proper time and place. No offer received thereafter will be considered, unless it is the only offer received.
- b. Corrections of, or changes to, offers will be acceptable only if delivered in writing to the Town Municipal Building prior to the time set out in paragraph 4(a). Request for withdrawal of an offer must be made in writing. No offer may be withdrawn for a period of forty-five (45) days following the deadline date.
- c. The Contractor by submitting its offer represents that all personnel, equipment, and materials necessary for providing the described services will be available as needed.
- d. Errors in preparation of the offer will not relieve Contractors from the terms thereof. Failure of the Contractor to thoroughly understand all aspects of this request for proposal or to become familiar with all conditions that may affect performance before submitting an offer will not be an acceptable excuse for withdrawal or change of the offer.
- e. All quantities provided are approximate and should be viewed as such.
- f. This invitation to offer is sent as a courtesy to known interested companies. The receipt of this request for proposal from the Town of Forest Heights in no way implies a contract offer has been made by the Town of Forest Heights or that the recipient is a qualified Contractor.

5. **Assistance to Contractors**

a. **Site Inspection**

Each Contractor is urged to visit the site of work so as to be fully informed as to the conditions under which the work is to be done, to facilitate planning under the specifications set out herein, and to coordinate with related and associated work.

Failure to inspect the site of work will not relieve the successful Contractor of the obligation to furnish labor, material, and equipment necessary to carry out the work, and to complete said work for the consideration and in the time set out herein.

b. **Questions**

All questions concerning the interpretation of this proposal, or other contract documents, shall be submitted to: Larry Stoner, Mayor, Town of Forest Heights, 5508 Arapahoe Drive, Forest Heights, Maryland 20745, telephone number: (301) 839-1030 prior to submission of the proposal.

B. **EVALUATION OF PROPOSALS**

1. **Selection Criteria**

- a. In determining which proposal is best, the Town of Forest Heights will take into consideration the offer price and the experience, qualifications, and references of the Contractor to perform the work. The Town reserves the right to reject any or all proposals in whole or part, to waive any technicalities or formalities, and to exercise in its sole discretion which proposal will serve in the best interests of the Town of Forest Heights. The Town reserves the right to cancel any award at any time prior to the execution of a contract, without any liability on its part.
- b. If two or more technical proposals are of approximately equal merit, the contract will be awarded to the company whose proposal has the lowest cost among those companies. If two or more companies offer costs that are close to equal, the contract will be awarded to the company whose technical proposal is evaluated as best among those companies. In general a highly qualified Contractor that meets all the technical proposal criteria and also offers the lowest cost will be awarded the contract.
- c. Proposals will be evaluated based on
- Organizational capacity
 - Technical knowledge and experience
 - Municipal Property Grounds - Specific Task Requirements
 - Green Roof - Specific Task Requirements
 - Cost effectiveness

2. **Notification**

The Town of Forest Heights intends to complete its evaluation and decision process within two weeks after submission of offers.

C. **SCOPE OF WORK**

1. **Background**

The elected officials of the Town of Forest Heights, Maryland have enacted a resolution to become proactive in developing a comprehensive strategy to become a “green” community; we seek to address the human footprint problems that face us. As a first step towards this end, we are developing and implementing a community greening initiative that reduces impacts to Oxon Cove, the Potomac River and the Chesapeake Bay by establishing the municipal property as an example of effective storm water management.

a. **Municipal Property Grounds Plan Task**

Development of a plan that specifies detailed practices and locations for reducing stormwater runoff from the 1.75 acre municipal property grounds that contains a parking area, 2 story municipal building, and maintenance building. The plan could include installation of bio-retention areas around the municipal building and parking areas, and conversion of parking areas to pervious systems. The plan could also evaluate and consider health of existing trees, and possible alternative sites of some property uses.

Plan must include:

- i. A property map/plan showing the locations of proposed modifications,
- ii. A concise narrative description of each proposed modification/practice,
- iii. An action plan that would include recommended sequence and priorities,
- iv. Where necessary, design specifications that would allow for construction, and
- v. An itemized estimated budget to fully implement the plan.

In addition, the contractor(s) would be expected to make two presentations on the plan: one on a draft of the plan during a public workshop and a second on the final plan to the Mayor and City council.

b. Municipal Building Roof Plan and Construction Task

The Town of Forest Heights municipal building is a 6,000 square foot building that is used for town business, police, and community functions. The building is 53 years old and has the existing wood framed roof, which is approximately 3,200 square feet.

This task would include design and construction of a green roof and adjacent viewing platform for the municipal building roof.

- 1.) The **roof design plan** must include:
 - a) Roof reinforcements needed to support a green roof
 - b) Roof repairs required prior to green roof installation
 - c) Design for a green roof and an adjacent viewing platform to allow visitors to observe the green roof.
 - d) Detailed specifications for guiding installation of the green roof

- 2.) **Construction** of the green roof and viewing platform must include installation of:
 - a) An impermeable roof membrane / barrier
 - b) Insulation
 - c) Proper drainage
 - d) Growing medium
 - e) Suitable plant material

In addition, the contractor(s) would be expected to make a presentation to the Mayor and City council.

The contractor is to obtain all permits required by Prince George's County and any other necessary permits and required inspections for all work to be performed.

All necessary warranties on materials and workmanship shall be provided to the Town of Forest Heights upon completion of the work to be performed.

2. Supervision

Contractor's daily report and progress report log is required and shall be submitted to the project manager at the end of each workweek.

Contractor's work schedule shall be required at the beginning of the contract before work commences.

a. General

The successful Contractor shall work to complete the said contract on time.

D. GENERAL CONDITIONS

1. **Scope**

The work under this contract includes all labor, materials, and equipment required to complete all items of work necessary or required for the respect and guaranteed to be substantial, safe and ready for regular use by the Town of Forest Heights. Only new materials will be accepted for use on the project.

2. **Laws and Regulations**

The contractor shall comply with all State and County building Codes. Contractor must be licensed as required by the Laws of Maryland and Prince George's County.

3. **Work Schedule**

The Contractor shall at the execution of the contract, notify the Town of Forest Heights in writing of the **names of subcontractors** proposed for parts of the work, and shall not employ any that the Town of Forest Heights may, within a reasonable time, object to as incompetent or unfit.

4. **Necessary Details, Not Specifically Mentioned**

All work called for in the specifications and not shown on the plans, or shown on the plans and not called for in the specifications, shall be furnished and executed by the Contractor as if designed in both these ways. Should any works or materials be required which are not denoted on the plans and specifications either directly or indirectly, but which are nevertheless necessary for the proper carrying out of the intent thereof, it is understood and agreed that the same is implied and required and the contractor shall perform such work and furnish such materials as fully as if they were completely delineated and described.

E. EXECUTION OF CONTRACT AND DATE OF WORK

1. The Contractor to whom the contract is awarded will be notified by fax transmission or by telephone and mail if no fax is available, and must execute the contract and submit it together with any other required documents within two working days after notification. Failure to do so will be just cause for annulment of the award by the Town of Forest Heights.
2. The successful Contractor shall be required to enter into a contract, a sample of which is attached. The terms and conditions of this offer and Contractor's proposal shall be incorporated in said contract and will be binding on the Contractor. Before submitting an offer, each Contractor should examine the contract documents thoroughly.
3. If the Contractor to whom an award is made shall fail to timely execute the contract and/or submit required documents, the award may be terminated

by the Town of Forest Heights, which may then award the contract to the next ranked contractor or reject all remaining offers, as not in the best interest of the Town of Forest Heights.

4. The successful Contractor shall perform the services described herein as an independent contractor and not as an employee of the Town of Forest Heights.
5. Work under the contract shall begin within ten (10) days after execution of the contract. There will be no separate notice to proceed. Said work shall be completed within (150) days of start date. A schedule showing usage of the entire contract time is required as part of the offer proposal.

F. INSURANCE AND INDEMNIFICATION, LICENSES, PERMITS AND APPLICABLE LAWS

1. The successful Contractor shall provide proof of compliance with State Law as to workers compensation and employment insurance, and commercial general liability insurance for bodily injury and property damage in the amount of \$1,000,000.00 each occurrence/\$2,000,000.00 aggregate; automobile liability insurance for bodily injury and property damage in the amount of \$1,000,000.00 per occurrence. The Town of Forest Heights shall be named as an additional insured on general liability coverage of the successful Contractor.
2. The successful Contractor shall indemnify and hold harmless the Town of Forest Heights, its officers agents, and employees, from all suits, actions, and damages or cost of every kind and description, arising directly or indirectly out of the performance of the contract, whether caused by negligence on the part of the successful Contractor, its agents and employees, or by other causes.
3. The successful Contractor will be responsible for having or obtaining any and all **licenses and permits** pertaining to performance of work under the contract. All services and material provided by the successful Contractor shall conform to all applicable laws and regulations.
4. If the Contractor subcontracts out any of the work to be performed, he shall be solely responsible for the payment of all subcontractors and shall provide to the Town an affidavit that all subcontractors have been paid in full prior to receipt of final payment. The Town shall have no liability as to any subcontractor. The Contractor shall hold the Town harmless for any liability and shall be solely responsible for any and all costs, inclusive of reasonable attorney fees in the event of any legal proceedings or liens for non-payment by a subcontractor.
5. The successful Contractor will be required to submit a performance bond in the amount of the contract price at the time of award.

G. MATERIALS AND STANDARDS OF WORK AND PERIODIC AND FINAL INSPECTION

1. All work performed and material provided pursuant to the contract will be in conformance with standards and adopted by the State of Maryland and Prince George’s County and will be appropriate for existing conditions. All work shall be performed in a neat and workmanlike manner by trained and experienced personnel. Defective or unsuitable material or workmanship shall be rejected and shall be made good by the successful Contractor at its expense, notwithstanding that such deficiencies have been previously accepted or were due to no fault of the Contractor.
2. The Town of Forest Heights will make periodic inspections of the work through the Project manager for the Town Project. A final inspection of the work shall be made by the Project Manager and the successful Contractor at the end of the work and cure period to ensure that all requirements have been met.

H. RETAINAGE

The Town of Forest Heights will pay the contract price to the successful Contractor on a 1/3, 1/3, 1/3, basis, less 10% retainage of the final payment, pending correction of any deficiencies discovered at final inspection. The 1/3 payments will be based upon the projected time line and specific payment periods will be agreed to by the successful Contractor and the Town of Forest Heights prior to commencement of work. The remaining 10% retainage shall be paid to the successful Contractor within thirty (30) days following the completion of all work and correction of any deficiencies. The said percentage is held as security for performance and not as liquidated damages, and forfeiture of the retainage shall not release the contractor from any liability in excess of the retainage.

TOWN OF FOREST HEIGHTS

Larry Stoner, Mayor

Date

AFFIDAVIT OF NON-CONVICTION

I HEREBY AFFIRM THAT:

1. I am the _____ and duly authorized
(Owner, Partner, Officer, Agent)
representative of the firm _____,
(Company Name)
representative of the firm _____, 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 the above firm, nor to
the best of my knowledge, any of its officers, directors, or partners or any of
its employees directly involved in obtaining contracts with the State or any
County, bi-County, or multi-County agency, or subdivision of the State have
been convicted of, or have pleaded as contenders to a charge of, or having
during the course of 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 Article 27 of the
Annotated Code of Maryland or under the law 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, pleas or admission
described in paragraph 2 above, with the date, court, official or administrative
body, individuals involved and their position with the firm, and the sentence
or disposition, if any.

I acknowledge that this affidavit is to be furnished, where appropriate, to
Town of Forest Heights under Section 13-405 (h) of the State Finance and
Procurement article of the Annotated Code of Maryland, which ordains that
any person convicted of bribery (upon acts committed after July 1, 1977) in
furtherance of obtaining a contract from the State or any subdivision of the
State of Maryland shall be disqualified from entering into a contract with the
Town.

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

Date: _____

Signature: _____

NON-COLLUSION AFFIDAVIT

1. I, _____
(Owner, Partner, Officer, Representative, Agent)
of _____
(Company Name)
the Bidder that has submitted the attached Bid;
2. Am fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances representing such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder firm or person to submit a collusive or sham Bid in connection with the contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Forest Heights or any person interested in the proposed contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not limited by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest including this affidavit.

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

Date

Signature

BID COST FORM FH 09-01

BID NO. FH 09-01 – Forest Heights Community Greening Project FH-09-01

COST SUMMARY

A. Municipal Property Grounds Plan Task

Development of a plan that specifies detailed practices and locations for reducing stormwater runoff from the 1.75 acre municipal property grounds.

Plan must include:

- 1.) A property map/plan showing the locations of proposed modifications,
- 2.) A concise narrative description of each proposed modification/practice,
- 3.) An action plan that would include recommended sequence and priorities,
- 4.) Where necessary, design specifications that would allow for construction, and
- 5.) An itemized estimated budget to fully implement the plan.

In addition, the contractor(s) would be expected to make two presentations on the plan: one on a draft of the plan during a public workshop and a second on the final plan to the Mayor and City council.

B. Municipal Building Roof Plan and Construction Task

Design and construction of a green roof and adjacent viewing platform for the municipal building roof. This task would include design and construction of a green roof and adjacent viewing platform for the municipal building roof.

- 1.) The **roof design plan** must include:
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 - d) Detailed specifications for guiding installation of the green roof
- 2.) **Construction** of the green roof and viewing platform must include installation of:
 - a) An impermeable roof membrane / barrier
 - b) Insulation

- c) Proper drainage
- d) Growing medium
- e) Suitable plant material

In addition, the contractor(s) would be expected to make a presentation to the Mayor and City council.

The contractor is to obtain all permits required by Prince George's County and any other necessary permits and required inspections for all work to be performed.

ITEM

COST

TOTAL COST

Signature

Position

Company

Date

|

**CONTRACT BETWEEN
TOWN OF FOREST HEIGHTS**

AND

This Contract for Forest Heights Community Greening Project FH 09-01 at the Municipal Building of Forest Heights (hereinafter “Contract”) is made as of this _____ day of _____ 2004, by and between the Town of Forest Heights, Maryland, a municipal corporation incorporated under the laws of the State of Maryland, and _____ (Contractor).

WHEREAS, the Town of Forest Heights, Maryland (hereinafter the “Town”) has issued an invitation to accept bids to reconstruct, repair and replace the Municipal Property Grounds and Municipal Building Roof Improvements in the Town of Forest Heights, Maryland 20745.

WHEREAS, _____, (hereinafter the “Contractor”) has submitted the most cost effective offer for providing reconstruction, repair and replacement of Municipal Property Grounds and Municipal Building Roof Improvements and all other necessary work as enumerated in the Request for Proposal by the Town of Forest Heights.

WHEREAS, the Town has selected Contractor to demolish, construct, install Municipal Building Roof and other works included to RFP.

WHEREAS, the Contractor has agreed to provide said services to the Town of Forest Heights, as therein described.

NOW THEREFORE, in consideration of the promises of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the Town of Forest Heights and the Contractor do hereby agree as follows:

CONTRACT DURATION

This Contract shall commence on the _____ day of _____, 2008, and end on the _____ day of _____, 2008.

CONTRACT PRICE AND PAYMENT TERMS

- 1.1 The Town agrees that as compensation for the Forest Heights Community Greening Project FH-09-01 of the Town of Forest Heights at 5508 Arapahoe Drive, Forest Heights, Maryland 20745, it shall pay the Contractor the sum of \$_____, in total.
- 1.2 Payment will be made in the following form: \$ _____ upon signing, \$ _____ after _____, \$ _____ after _____, and final payment of \$ _____ upon completion and the submission of all required affidavits pursuant to the RFP..
- 1.3 If the Contractor's invoice is not paid within 30 days, interest will be added to any outstanding balance.
- 1.4 Any changes, modifications, amendments to or attachments that affect this contract or any part of this contract require acceptance by signature of the below signed Town of Forest Heights official.

THE WORK

- 2.1 The Contractor shall perform all the work required by the submitted proposal for the Forest Heights Community Greening Project FH-09-01 in the Town of Forest Heights at 5508 Arapahoe Drive, Forest Heights, Maryland 20745, as outlined in the attached proposal, which is incorporated into this document by reference.
- 2.2 The Contractor will supply all labor, material, and supervision necessary to provide the work in accordance with all federal, state, county and local regulations and inspections pertaining to a project of this type.

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TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The work to be performed under this Contract shall be commenced on _____ and, subject to authorized adjustments, substantial completion shall be achieved not later than _____;

CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the work, subject to addition and deductions by Change Orders as provided in the Contract Documents, the Contract Sum of:

\$ _____ Dollars (\$ _____).

TAX STATUS

The Town of Forest Heights, a municipality in the State of Maryland, is a tax-exempt government organization. The Town will furnish a tax exempt certificate for Contractor’s information.

OFFICIALS NOT TO BENEFIT

No member of the Town government may be admitted to any part or share of this contract, or to any benefit arising from it. This prohibition does not apply to the extent this contract is with a corporation for the corporation’s general benefit.

INSURANCE

a. The Contractor shall provide at its own expense comprehensive automobile bodily injury and property damage liability insurance covering all vehicles, whether such vehicles are owned, hired or non-owner operated, or operated by/or on behalf of the Contractor in the performance of this Contract, with not less than the following units:

Combined single limit of \$1,000,000 per occurrence per bodily injury and property damage.

b. Contractor will also obtain and pay premiums for the following insurance:

- 1. Workmen’s Compensation Maryland Statutory Limit

2. Comprehensive General Liability in an amount not less than \$2,000,000 (combined personal injury and/or property damage) per occurrence and \$2,000,000 annual aggregate.
- c. Prior to commencing performance under this Contract, the Contractor shall furnish to the Town of Forest Heights, a Certificate of Insurance for each of the foregoing coverage. The Certificates shall contain provisions for at least ten (10) days prior to written notice of any cancellation or material change to be provided to the Town of Forest Heights. The insurance companies providing such insurance must be acceptable to the Town of Forest Heights.

PERFORMANCE BOND

The Contractor shall furnish a Performance Bond in the amount of the total Contract value of \$ _____, made out to the Town of Forest Heights, Maryland for the faithful performance of this Contract. The surety thereon must be authorized and licensed to transact business in the State of Maryland. Attorneys in fact who sign performance bonds must file with each bond a certified copy of their power of attorney to sign such bonds. An irrevocable assignment of savings account, certified check, or money order made payable to the Town of Forest Heights, Maryland may be accepted in lieu of such Performance Bond.

BID BOND/PAYMENT BOND

In addition, Contractor shall furnish a Bid Bond and Performance Bond in the amount of 10% of the total Contract value of \$ _____, made out to the town if Forest Heights, Maryland for the faithful performance of this Contract.

TERMINATION FOR DEFAULT

- a. The Contractor’s right to perform this Contract may be terminated by the Town of Forest Heights in the event services are not performed as stated in this Contract. Thereafter, Town of Forest Heights may have the services performed by others and the Contractor shall be liable for all costs to the Town of Forest Heights in excess of the Contract price for the remaining portion of the Contract term.
- b. The contractor’s right to continue performance under this Contract shall not be terminated nor the Contractor charged with damages if his performance was interrupted by extreme weather conditions or other acts of God, public disturbance, acts of war, or other valid cause beyond the Contractor’s control, (Failure of the Contractor’s equipment is not considered to be a valid reason for non-performance under this Contract). However the Contractor must recommence work interrupted for any reason when directed by the Town of Forest Heights Administrator upon cessation of cause for such interruption.

TERMINATION FOR CONVENIENCE

- a. The Town of Forest Heights may elect to terminate all or a part of this Contract for his Convenience by providing at least thirty (30) days prior written notice to the Contractor. If the Town of Forest Heights does not terminate this Contract for its convenience, the Town of Forest Heights shall pay the Contractor compensation for its performance up to the termination date.
- b. The Contractor may elect to terminate all or a part of this Contract for his convenience by providing at least sixty (60) days prior written notice to the Town if unforeseen conditions arise.

ASSIGNMENT

All covenants and agreements herein contained shall extend to and be obligatory on the successor and assigns of the Contractor, but the Contractor shall not assign this Contract or any payment hereunder except with the prior written consent of the Town Administrator of the Town of Forest Heights.

TOOLS AND EQUIPMENT

The Contractor shall provide all equipment and tools, both power and manual, to perform the work described in the Request for Proposals.

LIENS

All services performed by the Contractor under this Contract shall be kept free from claims, liens, and charges. The Contractor shall be solely responsible for all services provided by any subcontractors, and shall provide to the Town an affidavit that all subcontractors have been paid in full prior to receipt of final payment by the Town. If any subcontractor files a lien or makes a claim against the Town, the Contractor shall hold the Town harmless, and be liable for any and all expenses incurred by the Town, inclusive of reasonable attorney's fees, in the prosecution of the legal proceedings.

SAFETY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including those required by law in connection with the performance of the work. The contractor shall promptly remedy damages and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

DAMAGE TO TOWN OF FOREST HEIGHTS OWNED PROPERTY OR PRIVATE PROPERTY

The Contractor agrees to compensate the Town of Forest Heights, its citizens, and other persons for any loss that they may suffer due to thefts or peculations, by employees of the Contractor or its subcontractors.

Should employees of the Contractor or its subcontractor cause damage or loss to public or private property, and/or furnishing and equipment contained therein, Contractor shall immediately notify the Town of Forest Heights Mayor of the location, cause, and time of damage. Contractor agrees to repair or replace any such damage or loss, to the Town of Forest Heights complete satisfaction, at the Contractor's own expense.

REQUIREMENTS OF PERFORMANCE

The Contractor shall furnish all labor, materials, equipment and supervision to reconstruct, repair and replace the Municipal Building Roof in the Town of Forest Heights, Maryland 20745 in accordance with the following requirements:

Housing and Community Development Act of 1974, Public Law 93-383, as amended; Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 17001u; 4 CFR 135 (Code of Federal Regulations); Executive Order 11246; the Clean Air Act of 1963, as amended; 40 CFR 15; Davis Bacon Fair Labor Standards Act, as amended, 40 U.S.C. 276a-276a-5; Copeland (Anti-Kickback) Act, 48 stat. 948, 40 U.S.C. 276 C; Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-332; 24 C.F.R Part 35 (Lead-Based Paint Hazards); Civil Rights Act of 1964, Title VI, Public Law 88-352; and Section 504 of the Rehabilitation Act of 1973. Additional provisions may apply depending upon the nature of the work to be performed and the contract price.

INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold the Town of Forest Heights harmless from and against any and all actions, proceedings, claims or demands of whatever nature, in law or in equity and against any and all liabilities, damages, losses, costs and expenses, including, without limitation reasonable attorney fees incurred or suffered by the Town of Forest Heights by reason of, in consequence of or arising out of the Contractor's obligations, actions, or events as they relate to the performance of this Contract. Such indemnification shall be binding upon the heirs, assigns and legal representatives of the Town of Forest Heights and the Contractor and its performance shall be governed by, construed and enforced in accordance with the laws of and applicable to the State of Maryland.

DIVISIBILITY

In the event that any part of this Contract shall, at any time or to any extent, be judicially declared invalid or unenforceable, the remainder of the Contract shall not be affected

thereby. Each provision of this Contract shall be valid and enforced to the fullest extent permitted by the law.

HEADINGS AND SECTIONS

The Contract Headings and Sections are provided for convenience only and shall not affect the construction hereof. All Sections are intended to create one agreement binding on the parties hereto.

AMENDMENTS

Any amendments to this Contract must be in writing and signed by authorized representatives of both the Town of Forest Heights and the Contractor.

IN WITNESS WHEREOF, this Contract has been executed as of the day, month and year as set forth above.

For the Town of Forest Heights

For the Contractor

Larry Stoner

Signature

Mayor

Title

Date

Date