

## **CITY OF MOUNT RAINIER, MARYLAND SUPPLEMENTAL CONDITIONS**

### **EXAMINATION OF SITE AND DATA**

Before submitting proposals, prospective bidders should carefully examine the proposed contract documents, inspect the site of the proposed project, acquaint themselves with all governing laws, ordinances, and regulations, and otherwise thoroughly familiarize themselves with all matters which may affect the performance of the work. The act of submitting a proposal shall be considered as meaning that the bidder has so familiarized themselves and, therefore, no concession will be granted by the City because of any claim of misunderstanding or lack of information. Bidders are expected to read and study the drawings and specifications with special care and to observe all their requirements. Discrepancies, ambiguities, errors, or omissions noted by bidders should be reported promptly to the City's contract specialist for correction or interpretation before the date of the opening of bids.

### **APPROXIMATE QUANTITIES**

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

### **CHANGE ORDERS / EXTRA WORK**

The City reserves the right to increase or to decrease the quantity of materials to be furnished or work to be done under any item of the proposal, provided that the amount of change, based on the contract bid price for each item, does not exceed thirty (30) percent of the total value of all the quantities bid upon. If the amount of change of an individual item exceeds thirty (30) percent of the total value of the work, a supplemental agreement will be executed between the Contractor and the City to establish the contract bid price for that item. No work will be done on an item that is affected by a change order that will result in a supplementary agreement until the supplementary agreement is executed.

The City may, at any time, by written order, make changes to the scope of work. The Contractor may request changes to the scope of work to be performed by Contractor and such request shall be in writing and include, but not be limited to, the Contractor's written proposal, in a form satisfactory to the City, in its sole discretion. Any such written request must indicate whether the proposed change will cause an increase or decrease in the Contractor's cost of or time required for the performance of any part of the work under this Agreement, or changes to the completion schedule. No changes to the scope of work shall be performed or furnished by the contractor without the prior written approval of the City.

Extra work shall be performed by the Contractor for which there is no quantity or price included in the Contract whenever the City deems it necessary or desirable to complete the work properly and fully as contemplated. Such work shall be done in accordance with the drawings

and specifications or in the best professional manner as directed by the City. The City shall pay for extra work at a unit price sum previously agreed to in writing between the parties, or where such price cannot be agreed to by both parties, or where such agreement is not practicable, the City may order the Contractor, in writing, to perform such work on a "Force Account" basis.

Force account extra work will be paid for as follows: For all workers in direct charge of the specific operation, the Contractor shall receive the current local rate of wages including insurance and/or fees, agreed upon prior to the starting of such work, for each hour that said laborers, supervisors and superintendents are actually used on the extra work to which sum shall be added fifteen (15) percent. For all materials and supplies used in the extra work the Contractor shall receive the actual cost of such materials and supplies, including the freight charges, as shown by original receipted bills to which sum shall be added fifteen (15) percent. The Contractor shall receive a single payment for mobilization or equipment onto and off-site to which no percentage will be added. For the use of any machines, power tools or equipment, including fuel or lubricants, there shall be allowed the current rates recommended by the "Rental Rate Blue Book for Construction Equipment" as published by the Equipment Guide Book Company to which no percentage will be added. Accurate account shall be kept of all workers, equipment, materials or other costs in connection with all force account extra work. All other contractual stipulations, including prosecution of work and payments shall govern as though the force account extra work was a part of the original Contract.

No payment will be made for work performed on a force account basis until the Contractor furnishes the City itemized statements of the cost of such force account work detailed as to the following:

1. Classification, date, daily hours, total hours, rate, and extension for all workers
2. Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment
3. Quantities of materials, prices and extensions.
4. Transportation of materials.
5. Cost of property damage, liability and workers' compensation insurance premiums, unemployment insurance contributions and social security tax.

Payments of the above items shall be accompanied by original, receipted invoices for materials used and transportation charges. If, however, the materials used in the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the original invoices, the statements shall contain or be accompanied by an affidavit of the Contractor that shall certify that such materials were taken from its stock, that the quantity claimed was actually used and that the price and transportation of the material as claimed represent actual cost.

#### DELETED WORK

The City shall have the right to cancel the portions of the Contract relating to the construction of any item therein by payment to the Contractor of a fair and equitable amount covering all items of cost incurred prior to the date of cancellation or suspension of the work by order of the City. The Contractor shall be allowed a percentage of profit on the materials used and construction actually performed at rates as provided under "Force Account Extra Work," but no allowance shall be made for anticipated profits. Acceptable materials ordered by the Contractor or delivered on the worksite prior to the date of cancellation or suspensions by order of the City shall be purchased from the Contractor by the City at actual cost and shall thereupon become the property of the City.

#### PROPRIETARY ARTICLES

Specific reference in the specifications to any article, device, product, materials, fixture, form or type of construction, etc., by name, make or catalog number, with or without the words "or equal" shall be interpreted as establishing a standard or quality only and shall not be construed as limiting competition. The Contractor may, at its option, use any article, device, product, materials, fixture, form or type of construction which in the judgment of the City's project manager, expressed in writing, is equal to that named.

#### PATENTED PROCESSES AND MATERIALS

The Contractor assumes the responsibility of defending any and all suits brought for the infringement of any patent claimed to be infringed by any materials or process not required to be used but which they may elect to use in the construction provided for under the Contract and to hold the City harmless on account of such claims. Drawings and/or specifications not supplied by the City which embody the use of any patented process or design shall be accompanied by a written statement of the exact terms under which said processes or designs are to be used and shall provide a definite and fixed price for which any responsible Contractor may use said drawings and/or specifications, processes or designs without further liability of any character.

#### AUTHORITY OF CITY'S PROJECT MANAGER

The City's designated project manager shall decide all questions as to the quality and acceptability of material furnished and work performed as to the manner of performance and rate of progress of the work. The project manager shall decide all questions as to the interpretation of the drawings and specifications and as to the acceptable fulfillment of the terms of the Contract. The decision shall be final and the project manager shall have authority to enforce and make effective such decisions and orders which the contractor fails to carry out promptly.

#### MEASUREMENT OF QUANTITIES

All work will be measured according to United States Standard Measures. All linear surface measurements shall be made along the actual surface of the work.

#### ANNULMENT OF CONTRACT

Should the Contractor fail to make satisfactory progress or to comply with orders of the City's project manager, or should it neglect or refuse to remove materials, or to perform anew such work as has been rejected as defective or unsuitable, or if the Contractor shall become insolvent or be declared bankrupt, or shall make an assignment for the benefit of creditors or from any other cause shall not carry on the work in an acceptable manner, the City shall have the right to annul its Contract without process or action at law, and to turn the project over to the surety for completion or, at its option where performance is guaranteed by negotiable securities, to take over the work and complete it, either by day labor or by reletting all or any part of the work. Upon receiving notice to this effect, the Contractor shall vacate possession and give up the said work, or the parts thereof specified in said notice, peaceably to the City's project manager. Neither by taking over of the work by the City, nor by annulment of the Contract, shall the City forfeit the right to recover damages from the Contractor or its Surety for failure to complete the Contract. Should the cost of completing the work be in excess of the original Contract price, the Contractor and its Surety shall be held responsible for such excess cost. Nothing contained herein shall limit or restrict the City's right to terminate the Contract as provided in Paragraph 12 of the Agreement.

#### CLAIMS TO BE MADE PROMPTLY

Should the Contractor be of the opinion that it is entitled to any additional compensation over and above the compensation stipulated in the Contract documents for damages, losses, or expenses incurred in connection with the project, it shall, within five (5) days of each loss or expense, make a written claim to the City's contract specialist. On or before the fifteenth (15) day of the calendar month succeeding that in which such loss or expense shall have been incurred, the Contractor shall file with the City's contract specialist a written, itemized statement of the details and amount of each claim, and unless such claim be filed, the contractor's claim to additional compensation shall be invalidated. The provisions of this paragraph shall apply to all claims by the Contractor in any way relating to the complete project, even though the claims or work involved may be regarded as outside the contract.

#### COOPERATION BY CONTRACTOR

The Contractor shall so conduct operations that they will interfere as little as possible with those of other contractors, sub-contractors or the public on or near the work. During the absence of the Contractor from the work, the Contractor shall have a competent superintendent or foreman capable of supervising the work as the agent who shall receive instruction from the City's project manager; it shall have full authority to execute the directions of the City's project manager without delay to supply promptly such materials, tools, plant equipment, and labor as may be required.

#### RESPONSIBILITY FOR DAMAGES

The Contractor shall assume all responsibility for damages sustained by persons or property due to the carrying on of its work. It shall be responsible for all accidents to persons and property and shall save the City harmless from all damages resulting from any accidents which may occur due to its operations. Any extension of time granted the Contractor in which to complete the Contract shall not relieve it or its surety from this responsibility.

#### CONTRACTOR'S RESPONSIBILITY FOR WORK

Until final acceptance of the project, the Contractor shall be held responsible for any injury or damage to the construction, or to any part thereof, by the action of the elements, or from any cause whatsoever, whether arising from the execution or from the non-execution of the work, and the Contractor shall make good at their own expense all injuries or damages to any portion of the project before its completion and final acceptance.

#### CHARACTER OF WORKERS AND EQUIPMENT

The Contractor shall employ only competent and efficient laborers, mechanics, artisans and whenever, in the opinion of the City's project manager, any employee is careless or incompetent, obstructs the progress of the work, acts contrary to instructions or conducts themselves improperly, the Contractor shall, upon complaint of the City's project manager, discharge or otherwise remove the employee from the work and not employ the employee again upon it. The methods, equipment and appliances used in the work shall be such as will produce a satisfactory quality of work and shall be adequate to complete the Contract within the time limit specified.

#### ON-SITE SUPERVISION

The Contractor shall maintain on the job site, at all times while work is in progress, an individual who represents the Contractor and who can communicate in English with City Representatives.

#### TAXES

The Contractor shall pay all required Federal and/or State sales and use taxes or similar levies on materials, tools, and equipment purchased to complete the contract. Comptroller of the Treasury Bulletin 73-1 entitled "Contractors and Subcontractors Responsibility for Maryland Sales and Use Taxes" states in part: "Contractors and subcontractors who bid on jobs to construct realty for the Federal, State, County or City Governments, must pay the Maryland Retail Sales Tax on all materials, equipment and supplies purchased to complete their contract. Rental charges paid for the use of tools and equipment are subject to the tax. Equipment purchased from out of town vendors is subject to the tax when brought into Maryland."

The Contractor shall comply with the provisions of any Social Security or Unemployment Insurance Laws, State or Federal, as now hereafter in force applying to the work and accepts exclusive liability and will hold the City of Bowie harmless against any demands for contribution or taxes with respect to the work payable under any such laws.



BIDDER: \_\_\_\_\_

**REFERENCE LIST**

Bidder shall submit information on this sheet indicating construction experience on similar work. Failure to complete this sheet may be cause for rejection of bid.

1. Type of Structure \_\_\_\_\_  
Year Constructed \_\_\_\_\_  
Owner \_\_\_\_\_  
Location (City, State) \_\_\_\_\_  
Owner's Contact Person \_\_\_\_\_  
Owner's Telephone No. \_\_\_\_\_  
Owner's Email Address \_\_\_\_\_

2. Type of Structure \_\_\_\_\_  
Year Constructed \_\_\_\_\_  
Owner \_\_\_\_\_  
Location (City, State) \_\_\_\_\_  
Owner's Contact Person \_\_\_\_\_  
Owner's Telephone No. \_\_\_\_\_  
Owner's Email Address \_\_\_\_\_

3. Type of Structure \_\_\_\_\_  
Year Constructed \_\_\_\_\_  
Owner \_\_\_\_\_  
Location (City, State) \_\_\_\_\_  
Owner's Contact Person \_\_\_\_\_  
Owner's Telephone No. \_\_\_\_\_  
Owner's Email Address \_\_\_\_\_

4. Type of Structure \_\_\_\_\_  
Year Constructed \_\_\_\_\_  
Owner \_\_\_\_\_  
Location (City, State) \_\_\_\_\_  
Owner's Contact Person \_\_\_\_\_  
Owner's Telephone No. \_\_\_\_\_  
Owner's Email Address \_\_\_\_\_

5. Type of Structure \_\_\_\_\_  
Year Constructed \_\_\_\_\_  
Owner \_\_\_\_\_  
Location (City, State) \_\_\_\_\_  
Owner's Contact Person \_\_\_\_\_  
Owner's Telephone No. \_\_\_\_\_  
Owner's Email Address \_\_\_\_\_

**CITY OF MOUNT RAINIER, MARYLAND**

Equal Opportunity Employer  
And  
Drug Free Workplace Certification

I HEREBY AFFIRM THAT THIS COMPANY DOES NOT DISCRIMINATE IN ANY MANNER AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, NATIONAL ORIGIN OR ETHNICITY, SEX, PREGNANCY, GENDER IDENTITY, OR FAMILY STATUS, CREED OR RELIGION OR DISABILITY.

I HEREBY AFFIRM THAT THIS COMPANY COMPLIES WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND POLICIES AND PROGRAMS REGARDING A DRUG, ALCOHOL AND SMOKE FREE WORK PLACE.

Bidder: \_\_\_\_\_  
Type/Print Name of Firm

Address: \_\_\_\_\_

City/State: \_\_\_\_\_  
Zip Code

By: \_\_\_\_\_  
Signature of Person Authorized to Sign Bid

\_\_\_\_\_  
Type/Print Name and Title of Person Authorized to Sign Bid

**BID BOND**

BOND NO. \_\_\_\_\_

BID REQUEST NO. \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, That we, \_\_\_\_\_ hereinafter called the Principal, as Principal, and of \_\_\_\_\_ a Corporation duly organized and existing under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of Maryland, hereinafter called the Surety, as Surety, are held and firmly bound unto, the City of Mount Rainier, Maryland hereinafter called the Obligee, in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00), good and lawful money of the United States of America, to be paid upon demand of the Obligee, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT,  
Whereas, the Principal has submitted to the Obligee a Bid for furnishing all labor, materials, equipment and incidentals thereto necessary for work generally described as:

This Bid Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

NOW, THEREFORE, if the Obligee shall accept the Bid of the Principal and the Principal shall enter into a written agreement with the Obligee in accordance with the terms, conditions and price(s) set forth therein, and furnish such insurance and give such bond or bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety for the faithful performance of such Agreement and for the prompt payment of labor and materials furnished in the prosecution thereof, then this obligation shall become null and void; otherwise, it shall remain in full force and effect; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements immediately pay to the Obligee, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

Provided, however, that the Surety shall not be liable to the Obligee on this bond for any amount in excess of the principal amount hereof.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall in no way be impaired or affected by any extension of the time within which the owner may accept such proposal, and said Surety hereby waives notice of any such extension.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Principal

By \_\_\_\_\_ (Seal)

\_\_\_\_\_  
Official Title

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

By \_\_\_\_\_  
Maryland Agent

(Accompany this bond with Attorney-in-Fact's authority from Surety Company certified to include the date of the bond)