

NOTICE TO BIDDERS

MOWING OF PARKS, BUILDINGS, AND GROUNDS IN THE TOWN OF
THURMONT, MARYLAND

CONTRACT NUMBER M-1-24

Sealed bids will be received until 4 p.m. on February 9, 2024 at 615 East Main Street, P.O. Box 17, Thurmont, Maryland 21788. Bids submitted should include all necessary labor and equipment to mow and trim the grass to lawn condition within the parks, buildings, grounds, and selected stormwater ponds in the Town of Thurmont.

Terms of this contract will be for two (2) years, with the option to renew the contract for the third year. The contract will consist of mowing approximately seventy one (71) acres.

The right is reserved to reject any or all bids, or to waive any informality in the bids received and to accept any bid deemed to be most favorable to the interests of the Commissioners of Thurmont.

The successful bidder will be required to furnish proof of insurances within ten (10) days from the date of receipt of the Notice of Award.

A mandatory pre-bid meeting and tour of locations/sites will be held on Tuesday, January 23 at 9:00 a.m. at the Municipal Offices located at 615 East Main Street, Thurmont, Maryland 21788. Copies of the contract specifications will be handed out at this meeting.

Contact Director of Public Works Harold Lawson at 240-674-0086, Monday – Friday, 7 a.m. – 3:30 p.m. for further information.

THE COMMISSIONERS OF THURMONT
Public Works Department

SPECIFICATIONS FOR MOWING IN THE TOWN OF THURMONT, MARYLAND
CONTRACT NUMBER M-1-21

The Contractor shall furnish all necessary equipment and labor to mow the parks, municipal buildings, facilities and selected stormwater ponds in the Town of Thurmont, Maryland, which consists of:

- (1) Community Park (18.25 acres) Note: Mowing at Community Park is preferred to be completed on Friday mornings. Does not include softball field
- (2) Ice Plant Park, Well House #2, and Main Street sub-station (2 acres)
- (3) Memorial Park (2 acres)
- (4) East End Recreation Park, Thurmont Senior Center and Thurmont Police Station (12 acres). Does not include 6 baseball/softball fields
- (5) Eyer Road Park (16 acres—including piece off MD Route 806 and North Water Tank area. Does not include 2 football/lacrosse fields)
- (6) Orchard Hills Park (1 acre)
- (7) Wastewater Treatment Plant (to include approximately thirty (30) feet on the east side of the service road to the wood line and approximately twenty (20) feet on the west side of the service road, one swipe past the trail - 2.5 acres)
- (8) McDonald's Pumping Station at Sewer Plant, inside and outside fence (.25 acres)
- (9) Apples Church Road Well House #7 (.5 acres)
- (10) Stormwater Ponds:
 - (a) Moser Road/Founders Circle (.4 acres)
 - (b) Stone Chapel Way (.4 acres)
 - (c) Colliery Drive (1.2 acres)
 - (d) Terben Court (.6 acres)
 - (e) Rouzer Lane (.3 acres)
 - (f) Westview Drive (.5 acres)
 - (g) Old Barn Court (.4 acres)
 - (h) Bennett Estates Route 550 (.5 acres)
 - (i) Bennett Estates Mantle Court (.2 acres – inside and outside fence)
 - (j) Pleasant Acres Storm Pond (Inside & Out .4 acres)
 - (k) Long Road (.27 acres)
- (11) Trolley Trail (1.5 acres from E. Main St. to Wastewater Treatment Plant.)
- (12) Moser Road Electric Substation and Surrounding Area (2.5 acres)
- (13) Woodland Park (2 acres)
- (14) Well House #8 – Cody Drive (.5 acres)
- (15) Water Tower & Carroll Street Park (1.5 acres)
- (16) Pleasant Acres Park (1.2 acres – includes R.O.W.)
- (17) Water Tank at Sunhigh Drive
- (18) Town Office – 615 E. Main Street (1 acre)
- (19) 99 Radio Lane – Around house and outbuildings (1.5 acres)

The Contractor is permitted to apply Non-Selective Herbicides only under the following requirements:

1. Posting and notification required in accordance with all State of Maryland Regulations.
2. Application along fences, buildings, and other structures shall not exceed four (4) inches in width.
3. Contractor is responsible for treating any vegetation that occurs inside playgrounds and around playground equipment.
4. Notification of pesticide application must be made to the Streets & Parks Department Supervisor at least 24 hours prior to treatment.
5. No chemical weed killer may be used at the Wastewater Treatment Plant.

The Contractor shall mow all parks and lands every seven (7) days. Grass shall be cut at 2 ½ inches in height. Grass shall not exceed 3 1/2 inches in height before it is mowed. Attention also is called, that in early spring or during wet seasons, the Contractor may have to mow more than once every week. If this should be the case, the Contractor shall not receive any extra compensation for this mowing - this extra work shall be included in his lump sum bid. The Contractor shall trim around all trees, structures, equipment, fences, sidewalks and inside playground equipment every other mowing with the exception of Municipal Buildings. The Town Offices, Thurmont Police Station, and the Wastewater Treatment Plant requires trimming after each mowing. Grass shall be blown off sidewalks, trails, picnic pavilions and roadways after every mowing. Visible ground trash must be picked up before mowing. Any ground trash that is mowed over must be picked up.

The Town reserves the right to discontinue mowing operations during drought conditions or other unforeseen acts of nature. The contractor will still be paid per the contract if these conditions occur.

The Public Works Department shall have supervision and direction of the work and also have authority to reject all work and equipment which does not conform to the contract and shall answer all inquiries which may arise in the execution of this work.

The Contractor shall list, as part of the bid proposal, all the equipment and personnel sufficient to perform this contract. After reviewing the proposal, the Commissioners of Thurmont will make a decision as to whether they feel the Contractor has the equipment and personnel to complete this contract to the town's requirements and expectations.

The Contractor shall take out and maintain during the life of this contract, Bodily Injury Liability Insurance in an amount not less than \$100,000.00 and include wrongful death of any one person and subject to the same limit for each person in an amount not less than \$300,000.00 on account of one accident. The Contractor shall furnish to the Commissioners of Thurmont, copies of Workmen's Compensation Insurance along with copies of all the above mentioned insurances, prior to the signing of any contractual agreement.

If the Owner requires mowing to be done outside of the contract limits, the Owner shall pay the Contractor on a mutually agreed upon pro-rated basis per mowing.

The terms of this Contract, M-1-24, shall run for a period of two (2) years, April 1, 2024 until October 30, 2024; April 1, 2025 until October 30, 2025; with the option to renew the contract for a third year.

The Contractor shall submit a statement at the end of each month and shall be paid within ten (10) days of the following month. Any work that the Owner may have to perform due to the fault of the Contractor shall be deducted from this contract price. The amount for the deduction will be based on actual time and equipment.

INSTRUCTIONS FOR BIDDERS

1. BID DOCUMENTS

The Bid form and any required supplemental documents (collectively the “Bid Documents”) shall be obtained from the location stated in the Invitation to Bid. Bids must be submitted on the forms comprising the Bid Documents.

2. EXAMINATION OF BID DOCUMENTS AND SITE

It is the responsibility of the Bidder before submitting a Bid to:

1. Examine thoroughly the Bid Documents;
2. Visit the prospective work site to become familiar with and satisfied with the general, local and site conditions that may affect cost, progress, performance or finishing of work;
3. Consider Federal, State, and local Laws and Regulations that may affect cost, progress, performance or furnishing of work;
4. Promptly notify the Town of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Bid Documents; and
5. Obtain such additional or supplementary examinations, investigations, explorations, test studies, and data concerning conditions at the work site or otherwise which may affect cost, progress, performance, or furnishing of the work, or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by the Bidder and safety precautions and programs incident thereto, or which Bidder deems necessary to determine its Bid for performing and furnishing the work in accordance with the time, price, and other terms and conditions of the Bid Documents.

On request, the Town will provide each Bidder access to the work site to conduct such examinations, investigations, explorations, tests and studies as each Bidder deems necessary for submission of a Bid. Bidder must restore the work site to its former condition upon the completion of any such activities.

3. INTERPRETATION OF BID DOCUMENTS

All questions about the meaning or intent of the Bid Documents are to be directed to the Chief Administrative Officer. Interpretations or clarifications considered necessary by the Chief Administrative Officer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the Town as having received the Bid Documents. Questions received less than five days prior to the date for opening the Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

4. QUOTATON

If required, the Bidder shall insert the price per stated unit and extension against each item in the Bid form. In the event of a discrepancy between the unit price and the extension, the unit price will govern.

5. TAXES

The Town of Thurmont is exempt from state sales taxes. An exemption certificate, if required, will be furnished.

6. PREPARATION AND SUBMITTAL OF BIDS

- a) All Bids shall be signed in ink. Each bid must show the full business address and telephone number of the firm or individual and be signed by the person or persons legally authorized to sign contract. All correspondence concerning the bid and contract, including notice of award, copy of contract and purchase order, will be mailed or delivered to the address shown on the bid in the absence of written instructions for the contractor to the contrary.
- b) All attachments to the Bids requiring execution by the firm are to be returned with the Bids.
- c) Bids are to be returned in a sealed envelope. The face of the envelope shall indicate the Contract number, time and date of public opening, and title of the bid.
- d) Bids must be received at the location designated in the Invitation to Bid not later than the date and time stated in the Invitation to Bid. Requests for extensions of this date will not be granted unless noted in addenda. Firms mailing bids should allow for normal mail time to ensure receipt of their bids prior to the time fixed in the Invitation to Bid. Bids, or unsolicited amendments to bids, received by the Town after the closing date will not be considered.

7. CONFLICT OF INTEREST

By signing the Bid Documents, the person signing acknowledges that they have read and understand the following provisions:

“PROHIBITIONS. No officer or employee of the Town of Thurmont, whether elected or appointed, shall in any manner whatsoever, be interested in or receive any benefit from the profits or emoluments of any contract, job, work or service for the Town of Thurmont. No such officer or employee shall accept any service or thing of value, directly or indirectly from any persons, firm or corporation having dealings with the town, upon more favorable terms than those granted to the public generally; nor shall he receive, directly or indirectly any part of any fee, commission or other compensation paid by the town, or by any person in connection with any dealings with the town, or by any person in connection with any dealings with or proceedings before any branch office, department, board, commission, or other agency of the town. No such officer or employee shall, directly or indirectly be the broker or agent who procures or receives any compensation in connection with the

procurement of any type of bonds for town officers, employees or persons or firms doing business with the town. No such officer or employee shall solicit or accept any compensation or gratuity in the form of money or otherwise for any act of omission in the course of the public work; provided, however, that the head of any department or board of the town may permit an employee to receive a reward publicly offered and paid for, for the accomplishment of a particular task.”

“BRIBERY. The bidder, to the best of his knowledge, whether he be an officer, director, partner or any of its employees directly involved in obtaining contracts with the State, or any County or other subdivision of the State, has not been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any State or Federal Government.”

8. TOWN OF THURMONT EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The Town of Thurmont requires that the Bidder not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, marital status, sexual orientation, gender identity, genetic information, or disability unrelated in nature and extent so as to reasonably precluded the performance of the employment.

9. COMPLIANCE WITH SPECIFICATIONS

The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the scope of services as decided by the Town.

10. MODIFICATION AND WITHDRAWAL OF BIDS

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

After the Bid opening, Bidder may withdraw its Bid only by complying with applicable Federal, State or local Laws and Regulations.

11. ERRORS IN BIDS

All firms or individuals are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder’s own risk and the bidder may not secure relief on the plea of error in either omission or commission. In case of error in extension of prices in the bid, the unit price shall govern.

12. TIME FOR RECEIVING BIDS

Bids received prior to the time of opening will be kept securely sealed. The Chief Administrative Officer, whose duty it is to open them, will decide the specified time has arrived, and no bid received thereafter will be considered. No responsibility will attach to the Chief Administrative Officer, or his representative, for the premature opening of a bid not properly addressed and identified. Unless specifically authorized, telegraphic proposals will not be considered. The Board of Commissioners of Thurmont assumes no responsibility for the timely deliverance of mailed bids.

13. OPENING OF BIDS

Bids will be opened and (unless obviously non-responsive) read aloud publicly at the time and place set forth in the Invitation to Bid.

14. AWARD OF CONTRACT

The Town reserves the right to reject any and/or all Bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the Town of Thurmont. All instructions, conditions and provisions contained within the Bid Documents must be followed. Failure to comply with an instruction, condition or provision shall be deemed reasonable cause to disqualify any bid. The Town of Thurmont also reserves the right to reject the bid of a firm who has previously failed to perform properly or complete on time contracts of a similar nature or a bid of a firm which investigation shows is not in a position to perform the contract. The Town of Thurmont reserves the right to award the contract within ninety (90) days from the date of opening the bid.

In evaluating Bids, the Town will consider the qualifications of Bidders, whether the Bids comply with the prescribed requirements, and Alternates, unit prices and other data, as may be requested in the Bid form or prior to the Notice of Award. The Town may also consider the qualifications and experience of any subcontractors, suppliers, or other persons and organizations proposed to perform portions of the work.

If the Contract is to be awarded, it will be awarded to the lowest responsible, responsive Bidder, whose evaluation by the Town indicates to the Town the award will be best suited for the Project.

If the Contract is to be awarded, the Town will give the apparent Successful Bidder a Notice of Award as soon as possible, not to exceed ninety (90) days from the date of opening the bid.

15. SIGNING OF AGREEMENT

When the Town gives a Notice of Award to the apparent Successful Bidder, it will be accompanied by four unsigned counterparts of the Agreement (each with a copy of the Bid submission attached) and, if required by the terms of the Agreement, four unsigned copies each of the Performance and Payment Bonds. Within fifteen (15) days thereafter, the apparent Successful Bidder shall sign and deliver to the Chief Administrative Officer all counterparts of the Agreement, accompanied by four originals of the insurance certificates required by the Agreement, and all executed counterparts of the performance and payment bonds if required.

If the Town finds the documents submitted by the apparent Successful Bidder acceptable, it will, within ten (10) days after receipt of such documents, complete the signing of the Agreement and submit two fully executed copies to the Contractor.

TOWN OF THURMONT

GENERAL CONTRACTOR AGREEMENT

THIS AGREEMENT made this ___ day of _____, 20___ by and between _____ (the "Contractor") and the TOWN OF THURMONT, MARYLAND, a municipal corporation (the "Owner").

WITNESSETH, that the Contractor and the Owner for the considerations stated herein agree as follows:

ARTICLE 1. Contract Components

This Agreement includes the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached:

1. Instructions for Bidding
2. Bid Documents
3. Payment and Performance Bonds
4. Scope of Work

All modifications to this contract shall be in writing and signed both by the Owner and the Contractor and shall be incorporated in and become part of the contract.

In the event of a conflict between the Agreement and any of the above listed components, the terms of this Agreement shall be controlling.

ARTICLE 2. Scope of Work

The Contractor shall perform all of the work described in the Scope of Work attached hereto, as it pertains to work to be performed on the _____ project located in _____. The Contractor shall also attend all scheduled meetings and complete any reports required by the specifications set forth in the Scope of Work. In the event of a conflict between this Agreement and the Scope of Work, the terms of this Agreement shall be controlling.

ARTICLE 3. Time of Completion

The work to be performed under this contract shall start on or about April 1, 2021 and shall conform to the contract schedule outline in the Scope of Work. Failure to timely complete the work may result in the assessment of delay damages in the amount of \$ TBD per day which shall be deducted from the contract price.

ARTICLE 4. The Contract Price

The Owner shall pay to the Contractor for the actual quantities supplied and labor to be performed under the contract the bid price of _____ dollars and ___ cents, (\$ _____) for year #1; and the bid price of _____ dollars and ___ cents, (\$ _____) for year #2, totaling \$ _____ (years #1 and #2 combined), subject to additions and deductions provided herein.

The foregoing bid price is not to be construed to be a lump sum contract price. The quantities of the unit price items as stated in the Contractor's proposal are approximate only, and it is understood and agreed that payment will be made only on the actual quantities of work completed in place measured on the basis defined in the Scope of Work.

The foregoing bid price is binding upon the Contractor, unless modification is made in writing and signed by the Owner. The Contractor is expected to fully inform itself as to the conditions, requirements and specifications before submitting bids. Failure to do so will be the Contractor's own risk and the Contractor may not secure relief on the plea of error in either omission or commission. In case of error in extension of prices in the bid, the unit price shall govern.

ARTICLE 5. Relationship of Parties

This contract creates an independent contractor relationship. The Contractor is not an agent or an employee of the Owner, for any purpose. The Contractor shall provide its services under this Agreement at its own direction and control and in the manner deemed most advisable in its professional judgment. Both parties are free to contract with other parties for similar services. The Contractor will use his own tools and equipment normally used in the trade in performing the work hereunder.

ARTICLE 6. Quality of Work

The Contractor warrants that all work shall be completed in a workman-like manner, according to industry standards, and in compliance with all building codes and other applicable laws.

The Contractor warrants all work shall be reasonably free of any defect and within the customary tolerance of the industry. If defects are found, the Contractor shall repair or replace any of the alleged defective work at its costs. This warranty will remain in effect for a period of one year from the date of completion.

ARTICLE 7. Licensing

Contractor represents and warrants that it is a corporation or entity in good standing and licensed to do business in the State of Maryland and that the person signing this Agreement has the authority to do so. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work and the Contractor is responsible for obtaining any such license. The Owner will obtain any licenses or permits required by state and local law that relate specifically to the project itself.

The Contractor represents and warrants that all individuals performing any work pursuant to this Agreement are United States citizens or have the appropriate work permits required by law.

ARTICLE 8. Subcontractors

The Contract may hire subcontractors identified or provided for in the Bid Documents, or upon receiving written approval from the Owner. The Contractor shall fully pay said subcontractors and in all instances remain responsible for the proper completion of this contract. The Contractor shall also insure that said subcontractors are United States citizens or have appropriate work permits required by law, licensed to do business in Maryland and duly licensed by law to perform the work for which they are hired, and have insurance in the amounts required herein. No subcontractor may perform work unless the subcontractor was identified in the bid documents.

ARTICLE 9. Insurance

The Contractor represents and warrants it is adequately insured for property damage and for injury to its employees and others incurring loss or injury as a result of the acts of the Contractor and its employees. The Contractor agrees, before commencing any work or services under this Agreement, to provide the Owner with a certificate of insurance showing commercial general liability coverage and additional insured endorsements naming the Owner and any other additional parties required as additional insured thereunder. Additional insured coverage shall apply as primary insurance with respect to any other insurance afforded to Owner. The coverage available to the Owner, as additional insured, shall not be less than \$1,000,000 for each occurrence, \$3,000,000 general aggregate (subject to per project general aggregate provision applicable to the project), \$3,000,000 Products/Completed Operations Aggregate, and \$1,000,000 Personal and Advertising Injury limits. Such insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort of liability of another assumed in a business contract). There shall be no endorsement or modification of the commercial general liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors. All coverage shall be placed with an insurance company duly admitted in the State of Maryland and shall be reasonably acceptable to the Owner. All Contractor insurance carriers must maintain an AM Best rating of "A-" or better. Coverage shall be afforded to the additional insured whether or not a claim is in litigation.

The insurance coverage shall be sufficient type, scope, and duration to ensure coverage for the Owner for liability related to any manifestation date within the applicable statutes of limitations and/or repose which pertain to any work performed on behalf of the Owner in relation to the Agreement.

Each certificate of insurance shall provide that the insurer must give the additional insureds at least 30 days prior written notice of cancellation and termination of the contractor's coverage thereunder. Not less than

two weeks prior to the expiration, cancellation, or termination of any such policy, the Contractor shall supply the Owner with a new and replacement certificate of insurance and additional insured endorsements as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of the Owner as set forth above.

Additionally, and prior to commencement of work, the Contractor shall provide the Owner with a certificate of insurance showing liability insurance coverage for the Contractor and any employees, agents, or subcontractors of the Contractor for Workers' Compensation and Employer's Liability Insurance. In the event these policies are terminated, certificates of insurance showing replacement coverage shall be provided to the Owner. Workers' Compensation coverage shall be no less than as required by statute. Employers liability coverage shall be no less than \$500,000 trauma each accident, \$500,000 disease each employee, and \$500,000 disease each policy.

ARTICLE 10. Payment

The Owner will within thirty (30) days of receipt of an approved partial/final payment estimate and release of lien make payment to the contractor.

The Contractor is liable for payment of all federal, state or local taxes related to payments made under this contract. Payments by the Owner to the Contractor shall not be subject to withholding and other applicable taxes. The Contractor agrees that it is responsible for the payment of estimated taxes, employment taxes, or any other taxes or insurance due by reasons of receipt of payment pursuant to this Agreement.

ARTICLE 11. Payment and Performance Bonds

Owner shall check one of the following:

- At the time this Agreement is signed, Contractor shall at its expense furnish to Owner performance and payment bonds, in the forms attached to this Agreement in the amount provided for below.
- At the time this Agreement is signed, Contractor shall at its expense furnish to Owner performance and payment bonds, in the forms attached to this Agreement, and from a surety as described below, in the amount provided for below.
- No bond required. Article 11 is not applicable when this box is checked.
- An irrevocable letter of credit shall be posted in the amount of \$_____.

The Contractor shall furnish a payment bond, in an amount at least equal to the total Contract Price as security for the faithful payment to all persons supplying labor and material in the prosecution of the work provided for in this Agreement. This bond shall remain in effect until 60 days after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents.

The Contractor shall furnish a performance bond, in an amount at least equal to the total Contract Price as security for the faithful performance of all the Contractor's obligations under the Agreement. This bond shall remain in effect until 60 days after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents.

The bond shall be in the form prescribed by the Contract Components except as provided otherwise by Laws or Regulations. All Bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

If a surety is required on the bond, the surety must be named in the list of "companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch U.S. Department of the Treasury If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of this section, the Contractor shall promptly notify the Owner and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of this section.

ARTICLE 12. Record Management

The Contractor will provide and maintain written documentation of all work performed by the Contractor on this project. The Contractor shall maintain such records for a period of five (5) years from the date of their creation. The Contractor shall furnish a copy to the Owner upon completion of the Project and before receipt of final payment.

ARTICLE 13. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend (at the Contractor's sole expense) and hold harmless the Owner, their representatives, designees, officers, employees, agents and assigns (the "Indemnified Parties") from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorney's fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the work performed, materials furnished, or services provided under this contract by the Contractor, or its employees, agents or subcontractors.

ARTICLE 14. Owner Property

Immediately upon termination of this Agreement, for whatever reason, the Contractor shall return to the Owner and written or printed matter of every nature, personal property, and equipment or materials of the Owner that may have been accumulated by the Contractor during the term thereof.

ARTICLE 15. Notice of Delay

The Contractor will promptly notify the Owner of any conditions which should cause a delay in the work schedule.

ARTICLE 16. Termination of Agreement by the Owner

This Agreement may be cancelled, and the Contractor's engagement terminated by the Owner **without prior notice** for the following reasons:

- a) The Contractor fails to perform its duties under the contract, or otherwise fails to comply with the terms and provisions hereof.
- b) The public conduct of the Contractor is such as to adversely affect public confidence in the Owner.
- c) The Contractor files for bankruptcy protection.
- d) The Contractor or its officers or employees are convicted of committing a felony, or committing a misdemeanor involving moral turpitude.
- e) The Contractor fails to maintain a license.
- f) The Contractor or its employees conduct themselves in an unprofessional, unethical or fraudulent manner.

ARTICLE 17. Voluntary Termination

Without in any way prejudicing the rights that either the Owner or the Contractor may have accrued hereunder or under any other agreement between them, up to the date of termination, either party may terminate with a minimum of thirty (30) days' notice, for any reason, this agreement as of a date specified in a notice of termination sent certified mail, return receipt requested, or personally delivered to the non-terminating party to this agreement. In any event, the Contractor shall continue to render its services under this agreement until the date of termination, and shall be paid compensation up to the date of termination for services rendered. The Owner may, at its option, if the Contractor terminates, forego the services of the Contractor and pay the Contractor compensation only for services rendered through the date of the Contractor's notice of termination, in which case the Owner shall have fully performed hereunder. The notice periods shall commence to run on the day following the mailing of the respective notices of termination or on the date following personal delivery, as the case may be. Termination of this agreement pursuant to notice shall not preclude termination subsequent thereto without notice in accordance with Article 16 above, in which case the provisions hereof shall no longer be applicable.

ARTICLE 18. Other Agreements

The Contractor represents and warrants that the execution and performance of this agreement does not constitute a violation, breach, or default under the terms and provisions of any other document, contract or agreement to which the Contractor is a party or otherwise subject.

ARTICLE 19. Appointment of Additional Independent Contractors

The Owner shall be free to contract with other persons to provide work on this project.

ARTICLE 20. Benefits and Burdens

The terms and provisions of this agreement shall inure to the benefit of and be binding upon the parties hereto. This agreement shall not be assignable by the Contractor.

ARTICLE 21. Waiver of Breach

The waiver by the Owner of a breach of any provision of this agreement by the Contractor shall not operate or be construed as a waiver of any subsequent breach by the Contractor. No waiver shall be valid unless in writing and signed by and authorized representative of the Owner.

ARTICLE 22. Governing Law

This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Maryland. The paragraph headings used in this Agreement are included solely for convenience and shall not affect or be used in connection with, the interpretation of this Agreement. In the event of any dispute relating to this agreement or the work performed hereunder, the Contractor consents to jurisdiction and venue in Frederick County, Maryland, and agrees to waive any right to trial by jury.

ARTICLE 23. Disputes

In the event of a dispute regarding the terms of the contract or performance under the contract, the Contractor and the Owner will attempt to resolve the dispute through friendly consultation. It is agreed that the only parties to a dispute shall be the Contractor and the Owner, unless the Contractor and Owner agree to allow additional parties.

If the dispute is not resolved within a reasonable period then the parties agree to engage in mediation with an agreed upon mediator. If the parties cannot agree on the mediator, then each party will choose a mediator and these mediators will act as each party's representative to choose the mediator.

ARTICLE 24. Legal Fees

In the event of any dispute hereunder, other than one in which the Contractor is obligated to indemnify the Owner pursuant to Article 13, both the Contractor and the Owner agree that the losing party shall pay the prevailing party's reasonable attorney's fees and expenses incurred in litigation. In the event a party prevails only partially on its claims, only those fees and expenses associated with the successfully prosecuted claim may be recovered and they will be offset by the fees and expenses incurred by the opposing party defending against the unsuccessful claim.

ARTICLE 25. Severability

In the event that any provision of this agreement violates any rule of law or is otherwise unenforceable, only such invalid provision and not this entire agreement shall be considered void, and all of the other provisions hereof shall remain in full force and effect. In construing this agreement, only the least possible modification shall be made in deleting or striking invalid provisions. Invalidity shall be considered on a word-by-word basis, and only those words giving rise to invalidity shall be stricken.

IN WITNESS WHEREOF, the parties hereto set their hands and seals unto this Agreement, which is executed as of the day and year first above mentioned.

WITNESS:

TOWN OF THURMONT

By: _____
John A. Kinnaird, Mayor

WITNESS:

CONTRACTOR

By: _____

Printed Name

Signed this _____ day of _____, 20_____.