ALTENERGY
SOLAR ENERGY SOLUTIONS

UPPER MARLBORO BRANCH
Henry Risberg, Branch Manager
434-409-8633
hrisberg@altenergyincorporated.com

IV.A-F

PROJECT: RFP CP-18-01 - College Park Dept. of Public Works Yard Solar 31.62kW PV Project **DATE:** 11/10/2017

CLIENT: Robert Marsili **PHONE:** 240-487-3597 **CLIENT EMAIL:** rmarsili@collegeparkmd.gov

PROJECT LOCATION: 9217 51st Ave, College Park, MD 20740

SYSTEM	PERFORMANCE	POLLUTION REDUCTION
-(93) Axitec 340W PV panels *25 year manufacturer's warranty* -(1) Fronius Primo 12.5-1TL Inverter -(1) Fronius Primo 15.0-1TL Inverter *20 year manufacturer's warranty* -Ecolibrium Ballasted Racking system *25 year manufacturer's warranty* -Online Monitoring	38,698kWh average estimated annual production based on site conditions.	Offset 63,492lbs. of estimated CO_2 emissions annually

Total Installed Turn-Key Cost: $87,729

SCOPE OF WORK

The solar array will consist of (93) Axitec photovoltaic panels for a total of 31.62kW, Fronius Primo inverters and installed using an Ecolibrium Ballasted racking system.

This system will be installed in accordance with all applicable national electrical codes, and will be inspected and verified by local inspection processes. The permit and net metering agreement will be administered and created by Altenergy Incorporated, but will be authorized and executed by the system owner. Altenergy will install a revenue grade digital meter and provide a turnkey solution, which includes all equipment, permitting, net metering agreements, and SREC registration.

In addition to the environmental benefits, your solar system will create immediate revenue by offsetting the amount of monthly power purchased from the Utility Company (through net metering). The system's revenue is outlined in the ROI analysis chart below. It represents a detailed review of cash flows, with a 3.8% energy cost inflation factor.

By installing solar panels, you are reducing your carbon footprint while at the same time insulating your residence or business from rising electrical costs. Solar energy systems are elegant, have no moving parts and will provide years of pollution-free power. Altenergy Incorporated will maintain, workers' compensation, general liability, warehouse/office fire and theft and adequate commercial vehicle insurance throughout the duration of this contract.

Note: In the event there needs to be upgrades to the electrical service in order to meet NEC code requirements, Altenergy may charge an additional fee to perform this work. The customer is responsible for maintaining Internet connectivity for monitoring purposes. Altenergy Inc warrants all materials and installations for a period of ten years starting after the final installation date. Please see specific equipment warranty information in the proposal.

CONTRACT FOR THE DESIGN, CONSTRUCTION AND MAINTENANCE OF A SOLAR PHOTOVOLTAIC SYSTEM
CP-18-01

THIS CONTRACT FOR THE DESIGN, INSTALLATION AND MAINTENANCE OF A SOLAR PHOTOVOLTAIC SYSTEM (this "Contract") is effective the 23 day of January, 2018, by and between the City of College Park, (hereinafter referred to as the "City ") and Altenergy, Inc. (hereinafter referred to as the "Contractor").

WHEREAS, the City wishes to provide, through a Maryland Energy Administration grant, for the a turnkey design, installation and maintenance of a solar photovoltaic system ("System") of a minimum 31.10 kW, to be mounted on the rooftop of the City's Department of Public Works building(s) ("PW Building(s)") and related services as set forth in this Contract (collectively, the "Project"); and

WHEREAS, the Contractor is willing to provide said services.

NOW THEREFORE, the parties hereto agree as follows:

I. SCOPE OF WORK

The work required of the Contractor will be performed in coordination with the City and the City's designated project manager. The work to be performed by the Contractor is as follows:

System Design

a. *Site Conditions*: Obtain all necessary site condition information at the PW Building(s), which may affect the ability to install the System. The site condition information to be included in the design report shall include, but not be limited to:

i. Condition of the surface, subsurface and underground structures that may impact the System;
ii. load calculations for the solar panels, tracks, anchoring equipment and other System elements;
iii. any restrictions of the roof or building structure to support the System;
iv. placement of current rooftop equipment (ex: HVAC units), and the recommended placement of the System to avoid or mitigate obstruction of this existing equipment;
v. the optimal means by which to access the roof in a secure manner.

b. *System Anchoring*: Provide calculations and comparison recommendations for the mounting system for the System. The System shall be designed so that it can be moved if necessary to enable ongoing maintenance and roof repairs by the City.

c. *System Design*: Provide a design layout for the System, including but not limited to:

i. Recommended location and design of the System array, including racking, module placement, conduit raceways, conduit sizes, module spacing, etc.;
ii. Recommended PV model type and model no.;
iii. Recommended number and dimensions of solar panels and their respective efficiency rating;
iv. Recommended inverter type, model number and rating;
v. azimuth and tilt;
vi. System size AC and DC, (at minimum 31.10kW DC), at Standard Test Conditions;
vii. controls, monitors and all related instrumentation;
viii. estimated length of System productivity;
ix. time line for installation with major anticipated milestones, including permitting and approvals, site preparation, and any lead time for the delivery of panels or equipment;
x. Maryland Licensed Professional Engineer verification that the System will meet wind-load, seismic and structural requirements.
xi. Maryland Licensed Electrical Engineer verification that the system complies with the National Electric Code as enforced by Prince George's County.

d. *System Production*: Provide calculations and estimations of year 1 electricity production, as well as rated System degradation percentage and the related decline in power production over the years of the System installation.

e. *System Regulations and Conditions*: Provide written confirmation of compliance with all applicable prevailing code, fire safety regulations, and general site safety considerations.

f. *Project Guarantees and Warranties*: All warranties are set forth in Exhibit B to this Contract.

Utility Connection Considerations

a.Net Metering: Optimize the System design pursuant to State and utility regulations on municipal net metering and maximum allowable System size, specifically using the Potomac Electric Power Company (PEPCO) Tariff for Aggregated Net Energy Metering (Rider ANEM) in compliance with Maryland State Senate Bill 355, Electricity Net Metering. To the extent that System generation output is greater than the municipality's electricity requirements, the Contractor must include a plan for the disposition of any power in excess of electricity purchased (e.g., net metering, offsets, or sale into the wholesale power grid), in full compliance with state and utility guidelines.

1. The City acknowledges that Contractor cannot control the performance of PEPCO in implementing Aggregated Net Energy Metering. Contractor acknowledges that successful interconnection and implementation of Rider ANEM is critical to the Project's success and will make every reasonable effort to successfully complete the interconnection process (the "Interconnection Process").

2. Contractor will submit all interconnection filings within three (3) business days of the date on which it becomes eligible to file interconnection documents on behalf of City.

3. City will return interconnection documents within three (3) business days of receipt and request for action.

b. *Utility Tie-in*: System design will include location, logistics, cost and other considerations for System tie-in with the PEPCO utility grid. Perform or provide all applications, studies and testing procedures to prepare the system for interconnection with the utility grid. All costs associated with the utility interconnection shall be included as part of the Project. Determine whether a distribution system upgrade will be necessary as a result of installing the electrical interconnection and the anticipated load. Any anticipated upgrades will be identified in the Proposal. These elements of the design will be completed in consultation with PEPCO representatives, per the steps outlined in Attachment B.

c. *Measurement and Verification*: Provide a measurement and verification strategy for metering onsite System electricity generation. Contractor will calculate an estimate of the impact of onsite System generation on Time of Use (TOU) or Demand related charges.

Financial Structuring

a. *Credits, Rebates and Incentives*: Implement the plan for the disposition or assignment of any:

i. benefits such as SRECs, greenhouse gas offsets, or forward capacity market payments generated in connection with the operation of the System;
ii. tax credits or incentives generated in connection with the operation of the System, and any credits available through the State of Maryland;
iii. other grants or rebates available in connection with the installation of the System;
iv. requirements (such as insurance, reporting, etc.) that may be associated with available rebate and incentive programs.

b. *Potential System Revenues and Savings*: Provide a:

i. table of yearly estimated SREC values for the duration of the installation.
ii. table of yearly estimated value of electricity generated, both gross and net of the City's total current electricity consumption.
iii. yearly estimate of total potential System value of combined SREC values and the value of net electricity savings.

Any assumptions of future values (SREC, price of electricity, etc.) will be documented. Contractor makes no warranty or guarantee about the potential future values of SRECs.

Pre-Installation

a. *Permits*: Provide a table of permits, associated fees, permitting organization, timelines and required documentation needed to complete the project.

b. MES Grant Compliance: The Maryland Energy Administration grant that funds this Project is attached as Exhibit A and incorporated in this contract by reference.

c. *Timeline*: Provide a final Project schedule (Attachment E), subject to the approval of the City, that identifies all work being conducted. Contractor will have limited use of the project site for construction operations. Contractor will be required to maintain portions of the existing building affected by construction operations in a weather-tight condition throughout the construction period. Contractor will be required to repair damage caused by construction operations. The city will utilize the existing building during the entire construction period; therefore ingress/egress to the Maintenance Facility, the entire PW Building(s) must remain unobstructed during construction. Contractor must coordinate with the City of College Park, DPW during construction operations to minimize conflicts and facilitate the use and occupancy of the facilities by the City. Contractor must perform the work so as not to interfere with the City's day-to-day operations. **Work can be performed between 7:00 a.m. and 3:00 p.m., Monday - Friday. Work may also be scheduled on Saturdays through the Project Manager. Request to work at any other time will be evaluated based on operations at the facility.**

Installation must be complete and the System commissioned, prior to May 1, 2018, subject to the provisions of Section II (Contract Time) and Attachment E. Time is of the essence with respect to this Contract.

d. *Permit Approval:* The parties agree that obtaining the approval of PEPCO to implement Aggregated Net Energy Metering and the issuance of a Prince George's County ("County") Building Permit for the project are required. PEPCO and County approvals/permits shall be applied for by Contractor during the System Design phase of this Contract.

Installation

Upon the approval of the System design by the Mayor and City Council, purchase of the applicable equipment and installation of the designed System will be authorized by the City. The equipment, to include Axitec solar panels, Fronius Primo inverters and EcoFoot2+ foot, clamp and wind deflector, is more particularly described in Contractors Bid Proposal. Elements of the installation phase of the Project will include:

a. Permits and Permissions: Apply for and obtain all necessary permits required by all Federal, State, and Local regulatory agencies having jurisdiction over the Project. All associated fees shall be clearly identified as a distinct part of the cost proposal. Likewise the Work shall include all other cost elements necessary for a turn-key installation project, including but not limited to: rebate applications, grid connection agreement, and approvals from governing agencies.

b. Construction and Commissioning: The Work shall include, but not be limited to, the following elements of a turnkey construction and commissioning project:

i. timelines for acquisition of materials;

ii. proposed construction schedule, including delivery, installation, testing and commissioning;

iii. project management protocols to ensure schedule adherence, including willingness to

post liquidated damages for delays and performance shortfalls;
iv. reporting and client liaison protocols to be employed throughout construction process;
v. management and oversight of subcontractors;
vi. associated labor, taxes, services and equipment by task;
vii. warranties and guarantees provided by the Contractor in its Proposal.

c. Record / Archive: The Work includes provision of "as built" and record drawings of all existing and modified conditions associated with the Project conforming to typical engineering standards. This should include architectural, mechanical, electrical, structural, and control drawings each stamped by a Professional Engineer (P.E.) for the corresponding discipline.

d.Electrical Compliance: Only electrical contractors or sub-contractors licensed by the State of Maryland may be employed to perform all electrical installations and connections. Provide rough-in and final electrical inspections by appropriate third party inspectors.

e.Start-Up, Testing and Commissioning: System start-up, testing and commissioning. The City reserves the right to observe and verify the System's performance. Required start-up, testing and commissioning services include:

i. Start-up of the PV System until it achieves a delivery of at least 80% of the expected average hourly production for the applicable month.
ii. Successful registration of the SRECs with the Maryland Public Service Commission as well as the Interconnect Agreement and Certificate of Public Convenience and Necessity ("CPCN") waiver.
iii. Provision of an inspection certification by an appropriate electrical inspector.

f. *Overview of system upon completion*: Meet with City stakeholders after project completion to provide an overview of the system and demonstrate to City staff the website to monitor the new solar system.

The System will have a life expectancy of at least 20 years or more, and at the end of the Project life the City will decommission and remove the System from the roof(s) at its expense.

The Contractor shall supervise and direct the work, using its best skill and attention. It shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Contract.

The scope of Work under this Project Contract shall include labor, materials, equipment and services and miscellaneous improvement items related to the site as described and specified in the Contract Documents. The scope of Work shall include all other work and items incidental to completion of Work and shall include all modifications and miscellaneous items as shown on Contract Documents or as directed by the Engineer.

The Contractor shall furnish all of the material and perform all of the work as described in these Contract Documents.

II. CONTRACT TIME

The Work must be commenced within five days of the date on which Contractor receives the Notice to Proceed from City, and be completed and fully invoiced, and paid on or before May 1, 2018. Provisions for liquidated damages for failure to comply with the Contract Time are set forth in the General Terms and Conditions. Time is of the essence with respect to this Contract.

III. CONTRACT PRICE

The City agrees to pay to the Contractor the sum of Eighty-seven Thousand Seven hundred Thirty Dollars ($87,730.00) for the System design and installation Work described in the Contract. Additional services related to this Contract shall be provided by the Contractor on an as-needed basis as directed by the Town in writing. Such services shall be billed to the City at the per-unit price or hourly rates approved by the City. Except as noted herein, in no event shall the amount billed by the Contractor exceed that amount attributed to the work completed as of the date of the bill.

IV. CONTRACT DOCUMENTS

This Contract and the following enumerated documents form the entire Contract between the City and Contractor and they are fully a part of the Contract as if attached hereto:

A. Request for Bid Proposal and all attachments
B. Bid Proposal and Affidavits
C. General Terms and Conditions
D. Special Provisions
E. Performance Bond
F. Labor and Materials Bond
G. Other Documents Contained within the Bid Specifications
H. Exhibit A MEA Grant Agreement
I. Schedule of work
J. PEPCO Maryland Application Process Steps
K. Exhibit B Warranties

The Bid documents and Project construction schedule submitted by the Contractor are incorporated herein and made a part of the Contract Documents by reference. In the event of a conflict or inconsistency between the provisions of any of the Contact Documents and this Agreement, the provisions of this Agreement will prevail.

V. CAPACITY TO PERFORM

The Contractor represents to the best of its knowledge, information and belief that all equipment and personnel necessary for providing the described services and items will be available as needed.

VI. STATUS OF CONTRACTOR

The Contractor shall perform the services described herein as an independent contractor and not as an employee of the City.

VII. INSURANCE AND INDEMNIFICATION

Contractor will purchase from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in Maryland and maintain during the entire term of this Contract, comprehensive general liability insurance, automobile liability insurance, and workers' compensation insurance with limits of not less than those set forth below. On each policy, Contractor will name the City and MEA as additional insureds, with the exception of the workers compensation and professional errors and omissions insurance, and will provide an additional insured endorsement.

i. Comprehensive General Liability Insurance:
Combined single limit liability insurance with a limit of $2,000,000 each occurrence/aggregate.
All insurance shall include completed operations and contractual liability coverage. Contractor shall obtain builder's risk insurance in an amount appropriate to cover potential losses. The City will not be liable for any damages during construction.

ii. Automobile Liability Coverage: Automobile insurance with a combined limit of $1,000,000 for each occurrence/ aggregate.

iii. Professional Errors and Omissions Insurance. The Contractor shall maintain a policy with limits of not less than $1,000,000 each occurrence/aggregate

iv. Workers' Compensation Insurance: Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance. Contractor shall provide workers' compensation insurance meeting the statutory limits for Maryland and Employers' Liability limits of $500,000. All corporations are required to provide Workers' Compensation Certificates of Insurance.

Contractor covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Contractor on behalf of the City under this Agreement. Copies of the certificates of insurance and additional insured endorsements for all required coverage shall be furnished to the City and the MEA within ten (10) days following the execution of this contract and prior to commencement of any work. The City and MEA shall receive 30 days prior notice of any amendment, reduction or elimination of the insurance coverage required herein.

Provision of any insurance required herein does not relieve Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded, or for which the Contractor may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the City's immunities or any damage limits applicable to municipal government as provided by law.

The Contractor shall also furnish to the City and MEA a Certificate of Insurance and additional insured endorsement in like amounts for any approved sub-contractor prior to commencement of work in the City.

The required insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Coverage will be primary and noncontributory with any other insurance and self-insurance.

Any special. hazards, such as blasting, shall be covered by a rider or riders to the Public Liability and/or Property Damage Insurance policy or policies to cover any special hazards which may develop in the course of the work with such companies and in such amounts as may be approved by the City.

The Contractor shall indemnify and save harmless the City, and MEA, their officers, agents, servants, and employees, from all suits, actions, and damages or costs of every kind and description arising directly or indirectly out of the performance of the Contract, including attorneys fees, whether caused by actions or omissions on the part of the Contractor, its agents, servants and employees, or to other causes.

VIII. LICENSES, PERMITS, APPLICABLE LAWS

The Contractor will be responsible for obtaining any and all licenses and permits pertaining to the performance of the Work under the Contract. All services and materials provided by the Contractor shall conform to all applicable laws and regulations.

IX. MATERIALS AND STANDARD OF WORK

All Work performed, and material provided, pursuant to this Contract shall be in conformance with applicable standards 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 materials or workmanship shall be rejected and shall be made good by the Contractor at Contractor's expense, notwithstanding that such deficiencies have been previously accepted or were due to no fault of the Contractor. The Contractor will guarantee that materials conform to specifications herein, that the materials will be free from defects, and that the materials are fit for the purpose for which they are intended. All warranties provided by Contractor under this Contract are as set forth exclusively in Exhibit B to this Contract. Further, the Contractor shall,

in a manner reasonably acceptable to the City, return to original condition any property disturbed or damaged during the Work.

X. ACCURATE INFORMATION

The Contractor certifies that all information provided in response to the invitation to bid or in response to other requests for information is true and correct. Any false or misleading information is grounds for the City to reject the bid and to terminate this Contract.

XI. PERIODIC AND FINAL INSPECTION

The City and MEA will make periodic inspections of the work through the Project Manager or other representatives. A final inspection of the Work shall be made by representatives of the City and MEA and the Contractor at the end of the Work and cure period to ensure that all requirements have been met. Final acceptance of the Work shall be deemed when the System has passed all final building and electrical inspections ("Acceptance"), and the City will provide a written notice to Contractor upon such Acceptance. Title and risk of loss to all equipment comprising the System shall pass to the City upon Acceptance.

XII. RETAINAGE

The City will pay the Contract Price, less five percent (5%) retainage ("Retainage"), to the Contractor upon Acceptance. The Retainage shall be paid to the Contractor forty-five (45) days after Final Acceptance, or upon completion of the Work items remaining on the punch list, whichever is later. The said Retainage is held as security for performance, including but not limited to receipt from the Contractor of an approval to operate from utilities, and not as liquidated damages and the forfeiture of the Retainage shall not release the Contractor from any liability in excess of the Retainage. In addition, the City shall retain those sums equal to any outstanding unpaid amounts claimed by any suppliers, sub-contractors, or others for labor or materials contributed to the Work.

XIII. PERFORMANCE BOND

The Contractor shall give a Performance and Labor and Materials Bond within ten business (10) days after the date of the full execution and delivery of the Contract. The Performance Bond shall be in the amount of 100% of the Contract Price attributable to labor, and the Labor and Materials Bond shall be in the amount of 100% of the Contract Price attributable to the materials included in the Project.

XIV. RESTORATION OF PROPERTY

The Contractor, at its own expense, will restore or replace any property displaced or damaged by Contractor as a result of Work performed under this Contract to the condition in which it existed immediately prior to such displacement or damage to the reasonable satisfaction of the City.

XV. TERMINATION FOR DEFAULT

Failure of the Contractor to deliver work, supplies, materials, or services in a timely manner, to correct defective Work or materials, to act in good faith, or to carry out the Work in accordance with Contract Documents within 10 days of the date on which Contractor receives written notice from the City specifying in reasonable detail the nature of Contractor's non-performance, or within 24 hours after receipt of notification concerning a default involving acts or omissions by Contractor agents, servants or employees violating on-site restrictions such as smoking or presence in unauthorized areas, shall constitute a breach of this Contract. In such event, the City may give notice to the Contractor to cease work if the cause for such order has not been eliminated within such 10-day period or 24 hour period as appropriate. Should the Contractor fail to correct such default within such 10-day or 24 hour period, the City may terminate this Contract. This provision shall not limit the City in exercising any other rights or remedies it may have under applicable law.

XVI. TERMINATION FOR CONVENIENCE

The performance of the Work or delivery of services may be terminated in whole or in part at any time upon written notice if the City determines that such termination is in its best interest. The City will be liable only for labor, materials and services furnished prior to the effective date of such termination and for materials and other goods ordered by Contractor or any of its subcontractors prior to Contractor's receipt of such notice for which Contractor or its subcontractor is unable to cancel its order with its suppliers.

XVII. NOTICES

All notices shall be sufficient if delivered in person or sent by certified mail, with proper postage affixed and return receipt requested, by electronic transmission with receipt, by facsimile transmission or by overnight delivery carrier to the parties at the following addresses:

If to City: Scott Somers
City Manager
City of College Park
4500 Knox Road
College Park, MD 20740

If to Contractor:

Shawn Cooke
Director of Commercial Development
Altenergy, Inc.
8033-B Penn Randall Place
Upper Marlboro MD 20772

XVIII. ERRORS IN SPECIFICATIONS

The Contractor shall take no advantage of any error or omission in the specifications, and will design and install the System in conformity with the Contract Documents and specifications provided by the City. In the event that Contractor becomes aware of any error or omission in the specifications or Contract Documents that makes it unable to design or construct the System in accordance therewith, it shall promptly notify the City in writing and the parties shall thereafter meet and confer within three (3) Working Days with respect to reaching a mutually agreeable resolution. In the event that the error or omission is due to any act or omission on the part of a party other than Contractor, and Contractor is unable as a result thereof to complete the Work as required under the Contract Documents in a manner that does not increase the Contract Price or change the critical path of the Project schedule, then the resolution of the error or omission shall be considered as a Change Order for Extra Work.

XIX. GOVERNING LAW

This Contract is executed in the State of Maryland and shall be governed by Maryland law without regard to its conflict of laws provisions. The Contractor, by executing this contract, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this Contract.

XX. INTERPRETATION

Any questions concerning conditions and specifications shall be directed in writing to the Project Manager. No interpretation shall be considered binding unless provided in writing to Contractor by the Project Manager. By execution of this Contract, the Contractor certifies that it understands the terms and specifications as set forth in the Contract Documents.

XXI. ATTORNEYS' FEES AND COSTS

The prevailing party as determined by a court of competent jurisdiction shall be entitled to attorney's fees and costs incurred in any actions or claims brought to enforce this Contract, or for damages hereunder.

XXII. SUCCESSORS AND ASSIGNS

This Contract shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. In any event, the Contractor shall not assign any right or obligation under this Contract without the City's express written consent, which may be withheld in the City's sole discretion.

XXIII. ENTIRE AGREEMENT

This Contract, including exhibits attached hereto and the Contract Documents, constitutes the entire agreement between the City and the Contractor with respect to the subject matter hereof and may only be amended in a writing executed by both parties.

XXIV. NON-DISCRIMINATION.

A. The City of College Park is an Equal Opportunity Employer. Discrimination based on race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work is expressly prohibited.

B. The Contractor certifies that it does not discriminate on the basis of race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work. Contractor shall post its non-discrimination policy in conspicuous places.

XXV. EQUAL BENEFITS.

A. Contractor must comply with the applicable provisions of § 69-6 of the City Code. The Contractor shall provide the City Manager, or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with these provisions.

B. Upon request, the Contractor shall provide evidence of compliance with the provisions of § 69-6 of the City Code upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Contractor may not be in compliance with the provisions of this section.

C. The failure of the Contractor to comply with § 69-6 of the City Code will be deemed to be a material breach of the covered contract.

XXVI. SEVERABILITY.

If and for so long as any provision of this Contract shall be deemed to be judged invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other provision of this Contract, except only so far as shall be necessary to give effect to the interpretation of such invalidity, and any such invalid provision shall be deemed severed from this Contract without affecting the validity of the balance hereof.

XXVII. COUNTERPARTS.

The parties may execute this Contract in counterparts, which each such document shall, in the aggregate and when signed by both parties, constitute one and the same instrument; and, thereafter, each counterpart shall be deemed an original instrument as against any party who has signed it. This Contract shall not be valid or enforceable unless and until duly executed by a duly authorized officer of each party.

XVIII. OTHER PAYMENTS; EXPENSES; TAXES.

The City will not be responsible for any cost or expenses of operation of any kind associated with Contractor's provision of services pursuant to this Agreement, except as set out herein. Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder except as set out herein. The parties hereto further agree that the City shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Contractor in connection with the performance of his obligations under this Agreement.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that Contractor, as an independent Contractor of the City, is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Contractor is deemed not to be an independent Contractor by any local, state or federal governmental agency, Contractor agrees to indemnify and hold harmless the City for any and all fees, costs and expenses, including, but not limited to, attorneys' fees incurred thereby.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 23 day of January, 2018.

WITNESS:

Janeen S. Miller

Janeen S. Miller, CMC, City Clerk

CITY OF COLLEGE PARK

By: _____

Scott Somers, City Manager

WITNESS:

Ryann Coles

ALTENERGY, INC.

By: _____

Name: Shawn Cooke

Title: Director of Commercial Development

Approved as to form and legal sufficiency

Suellen M. Ferguson,
Attorney for the City of College Park

Total Cost Proposal

I. **Cost proposal for System design services, including all activities listed in sections IV (A) through IV(D), inclusive;**

$7018.40

II. **Cost proposal for turnkey System installation, including all activities listed in section IV(E);**

$80711.60

III. **Cost proposal for operations and maintenance contract for the installed System for 5 years per section IV(F),**

$9000

IV. **Cost proposal for providing an estimated budget for operations and maintenance of the System over its assumed 20 year life span;**

$400

V. **Total cost proposal of all three stages of the project: design, installation, and O&M.**

$96,730

CITY OF COLLEGE PARK, MARYLAND

Request for Proposals CP-18-01
City of College Park

Design, Installation and Maintenance - Solar Photovoltaic System at Department of Public Works Fleet Garage Building

9217 51st Ave, College Park, Maryland 20740

Bid Documents

Issued by
City of College Park
Department of Public Works
Telephone: 240-487-3590
FAX: 301-474-0825

Bid Submission

RFP Issue Date: Wednesday, October 11, 2017
Mandatory Pre-Bid Meeting: Monday, October 30, 2017 at 11:00 a.m.
Proposal Due Date: Monday, November 13, 2017 at 2:00 p.m.

REQUEST FOR PROPOSALS CP-18-01
DESIGN, INSTALLATION AND MAINTENANCE - SOLAR PHOTOVOLTAICSYSTEM

Department of Public Works Yard

I. ADVERTISEMENT AND BID REQUIREMENTS
CITY OF COLLEGE PARK, MARYLAND
Request for Bid Proposals
Installation and Maintenance - Solar Photovoltaic System
RFP CP-18-01

The City of College Park requests sealed bid proposals for Installation and Maintenance - Solar Photovoltaic System ("Project") **RFP CP-18-01**, as specified in the plans, specifications, drawings and all other contract documents (the "Contract Documents"). A bid bond is required in connection with the submittal of a bid proposal. This Project is funded through a grant from the Maryland Energy Administration ("MEA") and Contractor must comply with applicable grant and completion requirements. Work under the contract must be completed by May 1, 2018.

Bid proposals must be submitted in original only, on the specified forms, in a sealed envelope containing the Bidder's name and address, in accordance with the requirements specified in the RFP. Submissions should be marked **Installation and Maintenance – Solar Photovoltaic System, RFP CP-18-01**, and delivered to the Finance Department, City of College Park, 4500 Knox Road, College Park, Maryland 20740, no later than **Monday, November 13, 2017 at 2:00 p.m.**, at which time the sealed bids will be opened and read publicly. Award of a contract will be made by the Mayor and Council of the City of College Park.

A mandatory pre-bid meeting for interested bidders will be held on **Monday, October 30, 2017 at 11:00 a.m.** at 9217 51st Ave, College Park, Maryland. The pre-bid meeting is the potential bidder's opportunity to raise questions or issues of concern regarding this project.
Copies of the Contract Documents may be downloaded from the City's website at www.collegeparkmd.gov. The RFP package will be listed under the "Government" tab on the homepage, then click "Bids and RFPs". If you are unable to obtain the Contract Documents from the website, please contact the Finance Department, Monday-Friday 8:00 a.m.-5:00 p.m., at 240-487-3509.

The City of College Park is an Equal Opportunity Employer. Discrimination based on race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work is expressly prohibited.

The City reserves the right to reject any and all proposals in the best interest of the City.
The Project Manager for this project is Robert Marsili, telephone 240-487-3597, FAX 301-474-0825, e-mail: rmarsili@collegeparkmd.gov.

II. PROJECT DESCRIPTION

The City of College Park ("City") is requesting proposals ("Proposal") for the design and installation of a grid-tied photovoltaic (PV) system to be installed on the roof(s) of the City's Department of Public Works Yard ("PW Buildings"), located at 9217 51st Ave, College Park, Maryland 20740, (the " Project"). The Proposal shall also include a bid for 5 year maintenance and operation of the System, and an estimated budget for maintenance and operation of the System over its expected 20 year life span.

Contractor will have limited use of the project site for construction operations. Contractor will be required to maintain portions of the existing building(s) affected by construction operations in a weather-tight condition throughout the construction period. The City will utilize the existing buildings during the entire construction period. Ingress to/egress from the building(s) must remain unobstructed during construction. Contractor must coordinate with the City of College Park Department of Public Works during construction operations to minimize conflicts and facilitate the use and occupancy of the facilities by the City. Contractor must perform the work so as not to interfere with the City's day-to-day operations. **Work can be performed between 7:00 a.m. and 4:00 p.m., Monday - Friday. Request to work at any other time will be evaluated based on operations at the facility and is subject to approval of the Project Manager.**

Existing Conditions:

The DPW Fleet Garage Building has space for a 2- pole breaker available within the existing sub-panel that is available for interconnection to the electrical system. The City conducted a 2015 Energy Audit which will be available for review by bidders. The Fleet Garage Facility Building average annual electricity consumption for the past four years is:

Year	kWH
2013	60,500
2014	64,407
2015	56,009
2016	46,199

Building Details

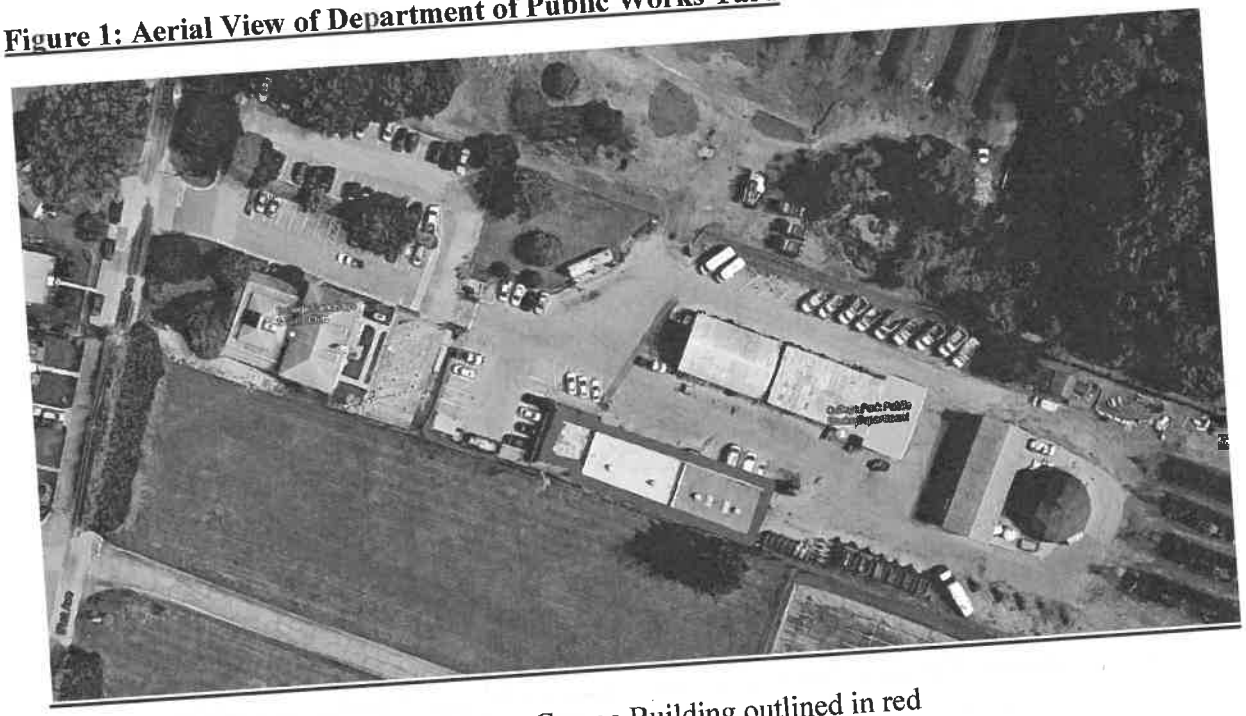
Roof Construction: The latest roof system was installed in 2013 and is a four- ply gravel surfaced fiberglass built-up roofing system.

Facility Construction: Block masonry walls, slab-on-grade, flat roof

Electric Sub-panel: A double pole breaker connection is available in the sub-panel for connection of the new PV system. If a larger amperage breaker is required this must be provided by Contractor.

The DPW Fleet Garage is owned and operated by the City of College Park, Maryland, and is located roughly **3** miles north-east of the city of Washington, D.C., just inside the Capital Beltway within a block of Rhode Island Avenue. The physical address of the building is 9217 51st Ave, College Park, MD, 20740

Figure 1: Aerial View of Department of Public Works Yard



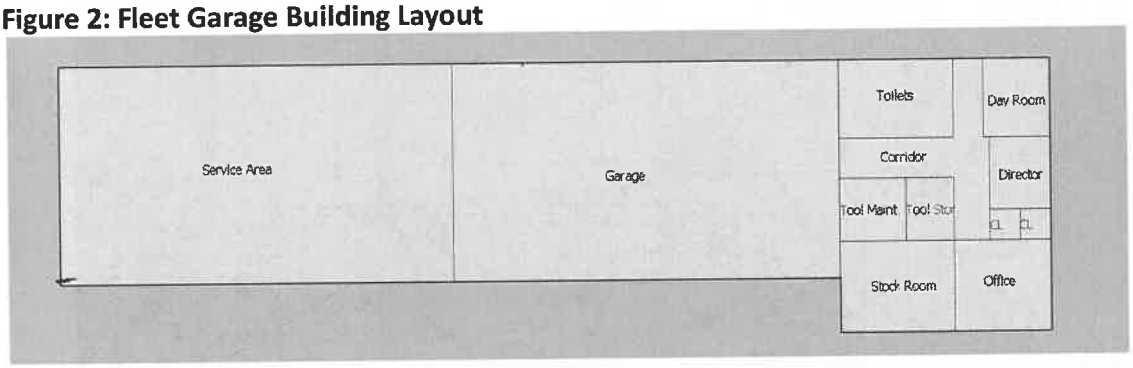
Overview of Public Works Yard. Fleet Garage Building outlined in red

Building Layout and Construction`

Figure 4: DPW Fleet Garage Building Layout

The building comprises 6,219 square feet of gross floor area and includes the following spaces: three offices, two storage rooms, a restroom, and two garages. The diagram below depicts the building's floor plan.

Figure 2: Fleet Garage Building Layout



The garage and office area of the facility was constructed in 1950. Service area was built in 1992. The building is constructed as a 1-story, slab-on-grade, wood-framed structure with a brick veneer extending from the foundation to the eaves. Much of the flat roof is constructed over unconditioned attic spaces that contain a significant amount of the building's HVAC ductwork. Windows and doors employ metal frames incorporating double-pane glazing systems. Overhead doors in service and garage area are insulated. Building insulation is only observed in the attic of office area. 2015 Energy Audit is available for review by bidders.

Schedule and Operating Summary

	Weekly Schedule	Weekly Hours
Main Offices	M-F: 7 am – 4 pm	40

III. BID TERMS AND CONDITIONS

a. *General.* For purposes of this document, the party to whom this RFP is addressed shall be referred to as "Bidder" and any materials submitted in response to this RFP shall be referred to as a "Proposal."

b. *Costs and Expenses of Bid.* The City is not liable for any costs or expenses incurred by the Bidder or any other person or entity in the preparation of their Proposal.

c. *Evaluation, Right to Reject Bids, Cancelation.* The City reserves the right to reject any and all Proposals received from Bidders as a result of this RFP, as is in the best interests of the City, as determined solely by the City. In determining which Proposal is best, the City will take into consideration the bid price and the experience, qualifications, references, responsibility and current availability of the Bidder to perform the Work. The City may waive any technicalities or formalities in determining how best to serve the interests of the City. The City reserves the right to cancel the award of the contract at any time prior to execution of the contract without liability on the part of the City.

d. *Notice to Firms*. This RFP may be sent as a courtesy to known interested individuals and firms. The receipt of this RFP from the City in no way implies that the recipient is a qualified Bidder.

e. *Confidentiality, Use of Bid Proposal*. Any Proposal submitted to the City is not confidential. All materials submitted become the property of the City. The City has the right to use any or all un-copyrighted concepts presented in any Proposal. Approval or disapproval of a Proposal does not affect this right.

f. *Format, Withdrawal of Bid.*

To be considered, a Bidder's Proposal must be complete and in the format indicated in this RFP, and delivered by the date and time indicated in this RFP. Bidders will not be given an opportunity to change any part of a Proposal after submission. A Bidder may submit only one Proposal for the Contract and must bid on all Work. More than one Proposal from an individual, firm or partnership, corporation or association under the same or different names will not be considered on any given Contract, and will be considered grounds for disqualification and/or rejection of the Proposals involved, unless prior approval has been given by the City.

Any bid Proposal may be withdrawn before the scheduled due date. After a bid Proposal has been opened, it may not be withdrawn during the period stated herein, for which prices and terms must remain valid. The request to withdraw a bid must be made in writing addressed to the Project Manager, Robert Marsili, Assistant Director of Public Works.

g. *Contract Execution*. The Bidder to whom the Contract has been awarded must execute a Contract substantially similar to the one attached within ten days after the award and submit such other Documents as required by the Contract Documents. Failure by the Bidder to execute the Contract and submit such other documents as required by the Contract Documents shall be just cause for annulment of the Award. If the Bidder to whom the award is made shall fail to execute the Contract as herein provided, the award may be annulled and the Contract awarded to the second lowest responsive, responsible bidder, and such bidder shall fulfill every stipulation embraced herein, as if s/he were the original party to whom the award was made, or the City may reject all of the bids, as its interest may require.

h. *Contact, Addenda,*. From the issue date of this RFP until a determination is made regarding the qualification of Bidders, all contacts with the City concerning this RFP must be made through the Project Manager. All questions about the meanings or intent, discrepancies or omissions of the RFP shall be submitted in writing to Robert Marsili on or before October 30, 2017 mandatory pre-bid meeting. Replies to these inquires shall be made in writing as addenda to the RFP. The written responses become part of the RFP and will be provided to each Bidder who has, to the City's knowledge, received an RFP Package and will be posted on the City's website at www.CollegeParkmd.gov.

i. *Notice to Proceed.* The successful Bidder will initiate work within five days of Notice to Proceed. Materials ordered or work done on the site prior to this dates shall be at the Bidder's risk.

j. *Licenses and Permits.* The Bidder shall obtain any license or permit required by law to undertake the Work as described in the Contract Documents.

k. *Documents to be submitted with bid.* Documents to be submitted with the Proposal shall include:
   I. Cover letter, Proposal and Cost Proposal
   II. Non-Collusion Affidavit
   III. Affidavit with Respect to Non-Conviction, Non-Suspension and False Pretenses
   IV. Contractor's Qualification Questionnaire
   V. References
   VI. Bid Bond
   VII. A summary timeline of project milestones and deliverables

l. *Record Keeping.* Bidders must keep and provide those records required by the City to satisfy MEA and other record keeping requirements.

m. *Overview of system upon completion*: Meet with City stakeholders after project completion to provide an overview of the system and demonstrate to City staff the website to monitor the new solar system.

n. *Credits, Rebates and Incentives*: It is expected that the City will pursue the credits, incentives, rebates and other benefits related to the System that are available and/or may become available in the future. The Proposal shall include a plan for the disposition or assignment of any:
   i. benefits such as SRECs, greenhouse gas offsets, or forward capacity market payments generated in connection with the operation of the System;
   ii. tax credits or incentives generated in connection with the operation of the System, including if applicable the PTC and any credits available through the State of Maryland;
   iii. other grants or rebates available in connection with the installation of the System;
   iv. requirements (such as insurance, reporting, etc.) that maybe associated with available rebate and incentive programs.

o. *Maintenance and Operations:* Include in the Proposal a separate maintenance and operations schedule ("O&M") and cost proposal for the first 5 years of System operation, which includes, but will not be limited to:
   i. O&M schedule;
   ii. O&M responsibilities, clearly identifying any specialist skills or trades required.

p. *Construction and Commissioning*: The Proposal shall include, but not be limited to, a description of the following elements of a turnkey construction and commissioning project:

i. project management protocols to ensure schedule adherence;
ii. reporting and client liaison protocols to be employed throughout construction process;
iii. management and oversight of subcontractors;
iv. warranties and guarantees provided.

q. *Total Cost Proposal*: The Bidder will provide a cost proposal for all services, divided into four distinct sections and including line item costs, as follows:
   i. Cost proposal for System design services, including all activities listed in sections IV (A) through IV(D), inclusive;
   ii. Cost proposal for turnkey System installation, including all activities listed in section IV(E);
   iii. Cost proposal for operations and maintenance contract for the installed System for 5 years per section IV(F),
   iv. Cost proposal for providing an estimated budget for operations and maintenance of the System over its assumed 20 year life span;
   v. Total cost proposal of all three stages of the project: design, installation, and O&M.

r. *Bid Guarantee and Performance Bonds*

Each Bidder must furnish with the Bid a Bid Guarantee in an amount not less than 5 percent (5%) of the amount of the Bid. The Bid Guarantee shall be in the form of a firm commitment, such as a postal money order, certified check or cashier's check, or bid bond payable to the City of College Park. The Bid Bond must be acceptable to the City of College Park.

No Bidder may withdraw the bid within one hundred twenty (120) days after the opening thereof. Negligence on the part of the Bidder in preparing the Bid confers no right to the withdrawal of the Bid after it has been opened.

The successful Bidder will be required to give Performance and Labor and Material Bonds within ten (10) days after the date of the award of the Contract. The Performance Bond shall be in the amount of 100% of the Contract Price and shall name the City as an insured, and shall be in a form and with a surety acceptable to the City. The Labor and Material bond shall be in the amount of 100% of the Contract Price.

IV. SCOPE OF SERVICES

The intent of this Project is to install and maintain the highest kilowatt photovoltaic array possible, based on location and site conditions and within the established budget. The minimum acceptable system power capacity is 31.10kW. The system shall be installed on the roof(s) (or

any other elevated surfaces) of the Department of Public Works yard at 9217 51st Ave, College Park, Maryland, 20740. Work must be completed and functional on or before May 1, 2018

Upon award of the contract, the following work (the "Work"), under the supervision of the Project Manager or his designate, will be required per the Contract Documents:

A. System Design

1.Site Conditions: Obtain all necessary site condition information at the PW buildings which may affect the ability to install the System. The site condition information to be included in the design report shall include, but not be limited to:

vi. Condition of the surface, subsurface and underground structures that may impact the System;
vii. load calculations for the solar panels, tracks, anchoring equipment and other System elements;
viii. any restrictions of the roof or building structure to support the System;
ix. placement of current rooftop equipment (ex: HVAC units), and the recommended placement of the System to avoid or mitigate obstruction of this existing equipment;
x. the optimal means by which to access the roof in a secure manner. Proposals should include as few roof penetrations as possible, to minimize the potential for roof leaks.

2. System Anchoring: Provide calculations and comparison recommendations for a fixed in place mounting system that maintain the integrity of the roof and avoiding roof penetrations. The secure System can be moved if necessary to enable ongoing maintenance and roof repairs.

3. System Design: Provide a design layout for the System, including but not limited to:

i. Recommended location and design of the array, including racking, module placement, conduit raceways, conduit sizes, module spacing, etc.;
ii. Recommended PV model type and model no.;
iii. Recommended number and dimensions of solar panels and their respective efficiency rating;
iv. Recommended inverter type, model number and rating;
v. azimuth and tilt;
vi. maximum System size AC and DC;
vii. controls, monitors and all related instrumentation;
viii. estimated length of System productivity;
ix. time line for installation with major anticipated milestones, including permitting and approvals, site preparation, and any lead time for the delivery of panels or equipment;
x. Maryland Licensed Professional Engineer verification that the system will meet wind-load, seismic and structural requirements.

4. System Production: Provide calculations and estimations of year 1 electricity production, as well as rated System degradation percentage and the related decline in power production over the years of the System installation.

5. System Regulations and Conditions: Provide written confirmation of compliance with all prevailing code, fire safety regulations, and general site safety considerations.

6. Project Guarantees and Warranties: Provide how the following guarantee/warranties will be implemented:

i. All exposed quick-connect wiring shall be warranted against UV degradation for 20 years.
ii. All metals used in the construction of the system including, but not limited to, PV modules and array support structures shall be warranted against degradation for 20 years.
iii. All PV modules, invertors and roof penetrations (if any) shall be warranted for the projected lifespan of the system.
iv. The design shall provide for a functional PV system, to include, but not be limited to the solar panels, racking, and sealants to provide a water-tight installation on the asphalt shingle roof and connections to existing circuits, as well as conduit, junction boxes, wiring, pull boxes, inverter(s), data connections, and other electrical items as required by the system design. The system must include a functional network-connectable monitoring system that will provide daily reports of system status power generation and all required wiring that will connect the system to the City's network switch located within the building(s) (network switch to be provided by the City).

7. *PEPCO Approval*. Using PEPCO Maryland Application Process Steps to obtain the approval of PEPCO to implement Aggregated Net Energy Metering for the and applied for by Contractor during the System Design phase of this Contract

B. Utility Connection Considerations

1. *Net Metering*: Optimize the System design pursuant to State and utility regulations on municipal net metering and maximum allowable System size, specifically using the State of Maryland Pilot Tariff for Aggregated Net Energy Metering (Rider ANEM) of the Maryland State Senate Bill 355, Electricity Net Metering. To the extent that System generation output is greater than the municipality's electricity requirements, the Proposal must include a plan for the disposition of any power in excess of electricity purchased (e.g., net metering, offsets, or sale into the wholesale power grid), in full compliance with state and utility guidelines.

2. *Utility Tie-in*: System design will include location, logistics, cost and other considerations for System tie-in with the Pepco utility grid. Perform or provide all applications, studies and testing procedures to prepare the system for interconnection with the utility grid. All costs associated with the utility interconnection shall be included as part of the Proposal. Determine whether a distribution system upgrade will be necessary as a result of installing the electrical interconnection and the anticipated load. Any anticipated

upgrades will be identified in the Proposal. These elements of the design will be completed in consultation with Pepco representatives, per the steps outlined.

3. Measurement and Verification: Provide a measurement and verification strategy for metering onsite electricity generation, and the impact (if any) on time demand related charges on the City utility bills and daily demand charges (peak demand and time tariff).

C. Financial Structuring

1. Credits, Rebates and Incentives: Implement the plan for the disposition or assignment of any:

i. benefits such as SRECs, greenhouse gas offsets, or forward capacity market payments generated in connection with the operation of the System;
ii. tax credits or incentives generated in connection with the operation of the System, including if applicable the PTC and any credits available through the State of Maryland;
iii. other grants or rebates available in connection with the installation of the System;
iv. requirements (such as insurance, reporting, etc.) that maybe associated with available rebate and incentive programs.

2. *Potential System Revenues and Savings*: Provide a:

i. table of yearly estimated SREC values for the duration of the installation.
ii. table of yearly estimated value of electricity generated, both gross and net of the City's total current electricity consumption.
iii. yearly estimate of total potential System value of combined SREC values and the value of net electricity savings.

Any assumptions of future values (SREC, price of electricity, etc.) will be documented.

3. Analysis of Tax Opportunities: Advise whether the City, as a non-taxable entity, may make use of the Production Tax Credit (PTC) and Investment Tax Credit (ITC). This may include creative recommendations using innovative models.

D. Pre-Installation

1. Permits: Provide a table of permits, associated fees, permitting organization, timelines and required documentation needed to complete the project.

2. Timeline: Provide a timeline for construction. Installation must be complete, the System commissioned, and all funds fully expended prior to May 1, 2018. Time if of the essence to this contract.

E. Installation

Upon the approval of the System design Proposal by the Mayor and City Council, purchase of the applicable equipment and installation of the designed System will be authorized. Elements of the installation phase will include:

1. Permits and Permissions: Apply for and obtain all necessary permits required by all regulatory agencies including Federal, State, and Local jurisdictions. All associated fees shall be clearly identified as a distinct part of the cost proposal. Likewise the Work shall include all other cost elements necessary for a turn-key installation project, including but not limited to: rebate applications, grid connection agreement, and approvals from governing agencies.

2. Construction and Commissioning: the Work shall include, but not be limited to, the following elements of a turnkey construction and commissioning project:

i. timelines for acquisition of materials;
ii. proposed construction schedule, including delivery, installation, testing and commissioning;
iii. project management protocols to ensure schedule adherence, including willingness to post liquidated damages for delays and performance shortfalls;
iv. reporting and client liaison protocols to be employed throughout construction process;
v. management and oversight of subcontractors;
vi. associated labor, taxes, services and equipment by task;
vii. warranties and guarantees provided by the Bidder.

3. Record / Archive: The Work includes provision of "as built" and record drawings of all existing and modified conditions associated with the project conforming to typical engineering standards. This should include architectural, mechanical, electrical, structural, and control drawings each stamped by a Professional Engineer (P.E.) for the corresponding discipline. Any records required by MEA shall be maintained.

4. Electrical Compliance: Only electrical contractors or sub-contractors licensed by the State of Maryland may be employed to perform all electrical installations and connections. Provide rough-in and final electrical inspections by appropriate third party inspectors.

5. Start-Up, Testing and Commissioning: System start-up, testing and commissioning. The City reserves the right to observe and verify the System's performance. Required start-up, testing and commissioning services include:

i. Start-up of the PV system until it achieves a delivery of at least 80% of the expected average hourly production for the applicable month.
ii. Successful registration of the SRECs with the Maryland Public Service Commission as well as the Interconnect Agreement and CPCN waiver.
iii. Provision of an inspection certification by an appropriate electrical inspector.
iv. All interconnection agreements, forms, etc. with the utility provider (PEPCO).

F. Maintenance and Operations

It is expected that the System will have a life expectancy of at least 20 years or more, and that at the end of the project the City will decommission and remove the System from the roof of the

building(s). Contractors shall provide an operation and maintenance ("O&M") manual. The manual should include basic system maintenance data including key elements for preventive maintenance, test and commissioning data, O&M data, and all warranty information.

1. Maintenance and Operations for Five Years: Provide maintenance and operation for a period of five years from date of initial commissioning.

2.Maintenance and Operations: Supply a pro-forma maintenance and operations schedule ("O&M") for the life of the System, which includes, but will not be limited to:

i. O&M schedule with major milestones including decommissioning;
ii. O&M costs, both yearly and cumulative;
iii. O&M responsibilities, clearly identifying any specialist skills or trades required;
iv. A table of System depreciation and anticipated decline in production;
v. An associated Cost proposal for each task included above;
vi. Sets of site-specific parts manuals for the installed equipment;
vii. Procedural information for emergency or shut-down conditions that arise during the lifetime of the system.

3. Contingency. Provide a detailed contingency plan for the possibility, including sequence, costs and other considerations, in the event that the roof requires repair during the life of the project and the System must be temporarily moved.

G. Record keeping

The selected bidder will be required to maintain those invoices and other forms of documentation designated by MEA to allow for Program reimbursement.

V. QUALIFICATIONS.

The Bidder shall have the following minimum experience: (bidders that fail to provide detailed project experience as required shall be considered non-responsive).

a. Demonstrated experience having designed, built, installed and maintained a rooftop solar project of at least five (5) other arrays of 30kW or larger within the State of Maryland. Note: the inclusion of smaller projects aggregated together for the purposes of meeting the 30kW qualification hurdle is not acceptable. Bidder must be willing to share references on the identified projects.

b. Bidder must be registered by the State of Maryland to provide any and all services which are required to complete this Project, and must demonstrate that they have all professional licensure required by the State to provide any services required to complete this project.

c. Bidder must be able to demonstrate the degree to which local vendors and labor force have been used in previous projects and to what extent they will be used on this project.

d. Bidder should demonstrate any previous experience with the design, construction and installation of solar demonstration projects for the purposes of providing meaningful educational opportunities. Please list past projects, locations, partnerships and interactive tools used.

VI. REQUIRED MATERIALS.

The Bidder must include the following information in the Proposal:

a) The body of the proposal must address items identified in Section III, RFP Bid Terms and Conditions as well as provide a clear explanation of the Bidder's approach to the tasks to be undertaken in Section IV, Scope of Work.
b) *Total Cost Proposal*: The Bidder will provide a fixed price for undertaking all the work, divided into four distinct sections and including line item costs, as follows:
    i. Cost proposal for System design services, including all activities listed in sections IV (A) through IV(D), inclusive;
    ii. Cost proposal for turnkey System installation, including all activities listed in section IV(E);
    iii. Cost proposal for operations and maintenance contract for the installed System for 5 years per section IV(F),
    iv. Cost proposal for providing an estimated budget for operations and maintenance of the System over its assumed 20 year life span;
    v. Total cost proposal of all three stages of the project: design, installation, and O&M.
c) Resume or corporate profile clearly reflecting key personnel, qualifications and experiences.
d) Any administrative expenses that the Bidder anticipates billing to the City (e.g. telephone, mileage, etc.). Note that out-of-pocket expenses shall require pre-approval to be reimbursed.
e) Any other terms and/or conditions required or preferred by the Bidder for the consulting arrangement to be feasible and/or desirable.
f) Acknowledgement that the Bidder shall purchase and maintain during the entire term of the consulting arrangement commercial general liability insurance, professional errors and omissions insurance, and workers' compensation (if applicable), in such amounts as are reasonably required by the Town or as required by law.
g) List of at least three (3) professional references who are able to provide feedback on services undertaken by the Bidder within the last three (3) years.
h) Completed Affidavits
i) Completed Contractor's Qualification Questionnaire
j) Bid Bond
k) Copies of Vendor Certifications and relevant Licenses.

VII. FORMAT.

a. The Proposal should be organized in the order in which the requirements are presented throughout this RFP, and should clearly indicate the specific sub-section of this RFP that is being addressed.
b. The Proposal shall include all of the required information indicated herein. Failure to submit all required information may result in a request for prompt submission of missing information, giving a lowered evaluation of the Proposal; or rejection of the Proposal.

VIII. MANDATORY PRE-BID MEETING

A mandatory pre-bid meeting will be held at 11:00 a.m. on Monday, October 30, 2017, at 9217 51st Ave. **Attendees are instructed to park in the lot next to the building.**

IX. PROJECT BUDGET

The Project has an established budget of $73,000 for Permitting, Design and Supply/Installation of the equipment. ~~Proposals received in excess of the established budget will be rejected.~~ Funding is subject to Project Approval by MEA.

BEST & FINAL SUBMIT COST DEC 8TH — 2:00PM TUES JAN 2 - COUNCIL

X. SUPPLIES AND MATERIALS/DESIGN OPTIONS

All other factors being equal, preference will be given to vendors utilizing panels, inverters, and racking systems that are made in the United States of America.

Due to the unique shape of the rooftop(s), bidders are encouraged to propose innovative plans that maximize coverage and solar efficiency.

XI. CONTRACTOR QUALIFICATIONS AND AFFIDAVITS

Contractor is required to submit the Contractor's Qualification Questionnaire, Non-Collusion Affidavit and Affidavit with Respect to Non-Conviction, Non-Suspension and False Pretenses

XII. PROPOSED SCHEDULE

The selected contractor will be required to submit a final proposed construction schedule for the Project for approval by the City within 10 days of issuance of Notice to Proceed.

XIII. AWARD

The contract award will be made to the most qualified bidder who, in the City's sole opinion, has presented the proposal most advantageous to the City. The City of College Park reserves the

right to reject any and all proposals and to accept the proposal that the City's in its' sole and absolute discretion, considers most advantageous. All proposals will become the property of the City.

PROPOSED TIMELINE

Date	Action
October 13, 2017	RFP Released
October 30, 2017	Mandatory Pre-bid Meeting / Site Visit
November 3, 2017, 2017	Addendum Issued (If Necessary)
November 13, 2017	Bids Due
November 28, 2017	Contractor approved by Council
December 5, 2017	Project Approval by City's Grantor

XIV. ADDENDA

All Addenda issued by the City for the Project will be posted on the City's website at www.collegeparkmd.gov under the RFP for *Photovoltaic Project*. It is the responsibility of the interested party to check these locations for any issued addenda, prior to submitting a bid.

XV. REPRESENTATIONS BY BIDDER

In submitting a bid, the Bidder certifies that the Bidder:

a. Currently complies with the conditions of §69-6 "Equal Benefits" of the City Code, by providing equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners; or
b. Will comply with the conditions of §69-6 at time of contract award; or
c. Is not required to comply with the conditions of §69-6 because of allowable exemption; and
d. Does not discriminate on the basis of age, race, color, creed, pregnancy, religion, national origin, ancestry, disability, marital status, sex, sexual orientation, gender identity, physical characteristic or other unlawful basis of discrimination.

GENERAL TERMS AND CONDITIONS

A. DEFINITIONS

Wherever used in the Contract Documents, the following term shall be applicable to both the singular and plural thereof:

1 Addenda - Written or graphic instruments issued prior to the Bid opening of the Contract which modify or interpret the Contract Documents.

2. Approval - Written approval from the Project Manager.

3. As-Built Survey – A certified as built survey within limits of disturbance.

4. Bid - The offer or proposal of the Bidder submitted in the prescribed manner on the prescribed form setting forth the prices for the Work to be performed.

5. Bidder - Any person, firm or corporation submitting a Bid for the Work.

6. Bonds - Bid Bond, Performance Bonds, Labor and material Payment Bonds, Maintenance Bonds, and other instruments of security furnished by the Contractor and his surety in accordance with the Contract Documents.

7. Change Order - A written order to the Contractor signed by the Project Manager authorizing an addition, deletion or revision in the Work within the general scope of the contract Documents, authorizing an adjustment in the Contract Price or Contract Time.

8. Commission - The Washington Suburban Sanitary Commission or W.S.S.C.

9. Contract/Contract Documents - The Contract, including Invitation to Bid, Instructions to Bidders, Bid Form, Contract, Bonds, Notice of Award, Notice to Proceed, Change Orders, Drawings, Certificate of Substantial Completion, Standard Specifications, Addenda, General Terms and Conditions, Standard Details, Bid Proposal Forms, Contractor's Qualification Questionnaire and References, Contractor Certification and documents submitted with bid, Financial Disclosure Statement, Corporate Acknowledgement, Supplemental General Conditions, Special Conditions, Special Provisions, and Federal Contract Provisions when appropriate.

10. Contract Price - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

11. Contract Specifications Book - A set of documents issued by the City of College Park for the Project which includes the Invitation to Bid, Information for Bidders, Bid Bond, Bid Form, Supplemental General Conditions, Special Conditions, Special Provisions, Addenda and other forms and attachments.

12. Contract Time - The specific date or the number of days allowed for the completion of the Work.

13. Contractor - The person, firm or corporation with whom the City of College Park has executed the Contract.

14. Day - A calendar day of 24 hours lasting from midnight one day to midnight the next day.

15. Environmental Pollution - Presence and action of physical, chemical, biological, and human agents that adversely affect individual and community health and welfare; unfavorably alter or destroy ecosystems of importance to man; or degrade significant aesthetic and recreational values.

16. Field Order - A written order to the Contractor issued during construction by the Project Manager or his agent for interpretations, clarifications and other instructions as to the intent of the Contract Documents.

17. The holidays upon which work under the Contract may not occur without permission of the Project Manager are:

    New Year's Day
    Martin Luther King's Birthday
    Presidential Inauguration Day
    Presidents Day
    Memorial Day
    Independence Day
    Labor Day
    Veterans Day
    Presidential Election Day
    Thanksgiving Day
    Day after Thanksgiving
    Christmas Day

18. Inspector - The authorized representative of the Project Manager assigned to make detailed inspection of any or all portions of the Work or materials.

19. Manufacturer - Any person or organization who changes the form of a commodity or creates a new commodity and supplies it for the Work at any time, but who does not perform labor at the site.

20. Notice of Award - The written notice of the acceptance of the Bid from the Mayor and Council of the City of College Park to the successful Bidder.

21. Notice to Proceed - Written communication issued by the Project Manager to the Contractor authorizing him to proceed with the work and establishing the dates of commencement and completion of the work.

22. Prince George's County - The Department of Public Works and Transportation of Prince Georges County or any other department of the County.

23. Project - The undertaking to be performed as provided in the Contract Documents.

24. Project Acceptance – Acceptance of the project, and commencement of all warranty periods, occurs when the City accepts the As-Built Plans after completion of the entire project.

25. Project Manager - The Project Manager selected by the City or his designee.

26. Provide - Means furnish and install as specified in contract documents.

27. Special Provisions - Clauses contained under the heading Special Provisions setting forth the requirements peculiar to the specific work included in the contract.

29. Subcontractor - An individual, firm or corporation having a direct contract with the Contractor or with any other subcontractor at any time for the performance of a part of the work at the site.

30. Substantial Completion - That date as certified by the Project Manager when the construction of the Project, or a specified part thereof, is sufficiently completed in accordance with the Contract Documents so that the Project or specified part can be utilized for the purposes for which it is intended.

31. Supplier - Any person or organization who supplies materials or equipment for the Work at any time, including that fabricated to a special design, duty who does not perform labor at the site.

32. Work - Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the Contractor under the contract documents, including labor, materials, equipment and other incidentals and the furnishing thereof.

33. Working Days – Generally, Monday through Friday (except holidays) and any other day authorized by the Project Manager.

Whenever in the Contact Documents the words DIRECTED, REQUIRED, PERMITTED, ORDERED, DESIGNATED, PRESCRIBED or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the Project Manager and/or Project Manager is intended. Similarly, the words APPROVED, ACCEPTABLE, SATISFACTORY or words of like import shall mean approved, acceptable or satisfactory to the Project Manager unless otherwise expressly stated.

B. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

The work under this Contract shall be built of the materials, sizes, dimensions, on the lines and slopes, at the depths, and in the manner called for by the Contract Documents and/or shown on the Contract Drawings, or in accordance with such changes as may be approved from time to time during the progress of the work, as hereinafter provided.

The Contractor may be furnished additional instructions and detail drawings by the Project Manager as necessary to carry out the work required by the Contract Documents. The additional drawings and instructions thus supplied will become a part of the Contract Documents.

The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

C. SERVICE OF NOTICE

Any written communication, and any communication, notice, or order required by the Contract Documents to be in writing, may be served by facsimile transmission, personal delivery, or be certified mail via the United States Postal Service, at the following addresses:

For the City:
Scott Somers
City Manager
City of College Park
4500 Knox Road
College Park, MD 20740

For the Contractor:

_____

_____

_____

D. SCHEDULES, REPORTS AND RECORDS

The Contractor shall submit to the Project Manager, in a timely manner, such schedules of quantities and costs, construction progress schedules, weekly payrolls, breakdown of lump sum items, reports, estimates, records and any other data, as requested by and acceptable to the Project Manager.

E. CONTRACT WORK

The Contractor shall furnish all labor, materials, tools, equipment and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy or operation by the City

F. MATERIALS, SERVICES AND FACILITIES

The Contractor shall do all of the work as stated in the Contract Documents. The Contractor shall provide and pay for all materials, taxes, labor, tools, equipment, light, power, transportation, supervision, temporary construction of any nature, and all other services or facilities of any nature whatsoever necessary to execute, complete and deliver the work within the specified time. Any temporary construction done to execute the work under contract shall be removed and the area shall be left in original condition to the City or other owner's satisfaction, or as otherwise specified in the Contract Documents. The Contractor shall complete the entire work together with such extra work as may be required, at the price fixed therefore, but at a total price not to exceed that provided for in this Contract, unless otherwise agreed in writing.

Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection. The Contractor shall provide temporary fencing where required and remove it at the completion of the work under contract.

The Contractor shall provide a proposed written plan for any storage of materials and equipment within the City outside the designated staging and stockpile areas, that must be approved in writing by the Project Manager before commencement of the work.

All construction and storage sites within the City shall be kept clean and free of debris and trash. The Contractor shall provide sufficient trash receptacles with lids for use by its employees on site. The receptacles shall be emptied on a regular basis, with the contents disposed of properly.

Manufactured articles, materials and equipment shall be stored, applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer and as approved by the Project Manager.

G. PATENTS

The Contractor shall indemnify and save harmless the City from all suits, actions and damages or costs to which the City may be subjected by reason of the use of any patented article or process in the work under this Contract.H. SURVEYS, PERMITS, LAWS AND REGULATIONS

1. SURVEYS – The City will provide, in the Contract Documents, information concerning the existing roof structure(s) at the PW yard.

2. PERMITS – Any permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor unless otherwise stated in the Contract Documents.

   The Contractor shall give all notices and comply with all permits, laws, ordinances, rules and regulations applicable to the conduct of the work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Project Manager in writing.

   If any permit, license, or certificate expires, or is revoked, terminated or suspended, as a result of any action or omission on the part of the Contractor, he shall not be entitled to any additional compensation, nor to any extension of the completion date, by reason thereof.

3. LAWS AND REGULATIONS - The Contractor and his agents, servants, and employees shall strictly comply with the ordinances and regulations of the City, and all other applicable laws, when performing the work on this project. Such employees shall comply with the policy of **No Tobacco Use of Any Kind on the work site.** The Contractor shall protect and indemnify the City and its officers, employees and agents, against any claim or liability arising from or based on the violation of any such law, ordinance or regulation, whether by himself or by his agents, servants, or employees.

I. PROTECTION OF WORK, PROPERTY AND PERSONS

1. GENERAL - The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work according to the accepted practices, and applicable rules, regulations and laws. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to, all employees on the work and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage, or on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement during the entire course of construction.

   The Contractor shall give all notices and post all required signs warning against hazards created by such features of the work such as stairways, hatchways, hoists, scaffolding, and falling materials. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

   In case of suspension of work for any cause whatever, the Contractor shall be responsible for the Project and shall take such precautions as may be necessary to prevent damage to the work, and provide for proper drainage, and shall erect any necessary temporary structure, signs, or other facilities at his expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in acceptable growing condition all living material in newly established plantings, seedings and sodding furnished under this Contract, and shall take adequate precautions to protect new growth and other important growth against injury.

   The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. The Contractor shall notify owners of adjacent utilities when prosecution of the work may affect them.

2. ACCIDENT PREVENTION - Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery and equipment and other hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, as published by the Associated General Contractors of America, to the extent that such provisions are not inconsistent with applicable laws and regulations.

The Contractor shall, upon notice from the Project Manager that he has not satisfactorily complied with the foregoing requirements, immediately take such measures and provide such means and labor to comply therewith as the Project Manager may direct. The Contractor shall not be relieved of his obligations under the Contract by any such notice or directions given by the Project Manager, or by his neglect, failure or refusal to give such notice or directions. In case the Contractor shall not comply with any order with respect to guarding the work, or public and private properties, the Project Manager may provide the required protection and the cost thereof will be deducted from any monies due or to become due the Contractor under the Contract Documents. The Contractor shall not be relieved of his obligations under the Contract Documents by any such action of the Project Manager.

3. CARE AND PROTECTION OF WORK - From the commencement of the Contract until its completion and final acceptance, the Contractor shall be solely responsible for the care of the work and all injury or damage to same, from whatever cause, shall be made good by him, at his own expense, before the final acceptance is made. The Contractor shall provide suitable means of protection for all materials intended to be used in the work and for work in progress, as well as for completed work, and shall maintain the site to specifications until final acceptance.

4. PROTECTION OF STRUCTURES FROM MATERIALS - It shall be the responsibility of the Contractor to adequately protect the curb, gutter and other adjacent structures from equipment or materials being applied or otherwise used in the project. The Contractor may use any protection method that is a normal practice, such as protective paper, courses of sand, etc. If any of the structures are defaced, they shall be repaired at the Contractor's expense. Within the construction area the Contractor shall protect manhole frames and covers and other similar utility street structures. After the construction is complete, it shall be the Contractor's responsibility to examine the various street and utility structures to see that they are unimpaired and that their covers are free, at grade and sit properly.

5. INJURY TO PROPERTY - In case of any direct or indirect damage done to public or private property by or because of the work, or in consequence of any act or omission on the part of the Contractor, his agents, servants or employees, the Contractor shall promptly, at his own cost and expense, restore such property to a condition similar or equal to that existing before such damage was done. Any repair or restoration of City property must be accepted by it as sufficient. In case of failure on the part of the Contractor to so restore such property or properties, the cost of such restorations shall be deducted from any monies due or to become due the Contractor under the contract, or the City may deduct from any monies due the Contractor, a sum sufficient, in the judgment of the Project Manager, to reimburse the owners of the property so damaged. This remedy shall be in addition to, and not in place of, any other remedy allowed by law.

6. STORM DRAIN PIPE LINES TO BE KEPT CLEAN - During the progress of the work and until completion and final acceptance thereof, storm drain pipe lines and their appurtenances should be kept thoroughly clean throughout. Obstructions or deposits, at any time discovered, shall be removed at once by the Contractor without extra compensation. After the completion of the work, storm drain pipe lines and their appurtenances shall be left clean, free of dirt debris and in good order.

J. CHANGES IN THE WORK

1. INCREASE OR DECREASE OF QUANTITIES - The City reserves the right to increase or decrease the quantity of materials to be furnished or of work to be done under this Contract whenever it is deemed advisable or necessary. Such increase or decrease shall in no way void this Contract and the total price of the contract shall be adjusted accordingly. The City reserves the right to increase or decrease quantities based on a per unit price for the specific item, amount, or work requested without affecting the contract prices for any item or remaining work. Unit prices shall not be increased or decreased regardless of changes in quantity and shall be based solely on the unit price quotation.

2. ALTERATIONS - The City reserves the right to change the alignment, grade, form, length, dimensions or materials of the work under the Contract whenever any conditions or obstructions are met that render such changes desirable or necessary. In the event such alterations make the work less expensive for the Contractor, a proper deduction shall be made from the Contract price and the Contractor shall have no claim on this account for damages or for anticipated profits on the work that may be dispensed with. In the event such alterations make the work more expensive for the Contractor, a proper addition shall be made to the Contract price as shall be determined by the Project Manager.

3. IMPLIED WORK - All incidental work required by the Contract Documents for which no payment is specifically provided and any work or materials not therein specified which are required to complete the work, and which may fairly be implied as included in the Contract and which the Project Manager shall judge to be so included, shall be done or furnished by the Contractor without extra compensation.

4. EXTRA WORK/CHANGE ORDERS - The Contractor shall do such extra work as may be ordered by the Project Manager in writing as approval of a change order. No claim for extra work shall be considered or allowed unless the said work has been so ordered. The extra work will be paid for on the basis of the unit prices agreed upon in the Contract Documents. In the event the extra work is not priced by unit in the Contract Documents, then the payment shall be as agreed

upon by the Contractor and the Project Manager. The amount to be paid to the Contractor or any subcontractor for extra work shall be determined in the following manner:

a. Wages of necessary day laborers and foremen actually employed on extra work, for such time as they are so employed, plus fifteen (15) percent.

b. Actual purchase price, as paid by the Contractor, for materials actually incorporated into the extra work, plus zero (0) percent.

c. Actual rental price for vehicles equipment or machinery, as paid by the Contractor for their use in connection with extra work, plus zero (0) percent

Payment for extra work shall not include an allowance for the time of superintendents, timekeepers, water-boys, flagmen or of any workmen or foremen not employed upon the extra work in question for a definite and easily ascertainable period, or for insurance of employees or the public, or the use, maintenance or repair of tools or for the maintenance, operation and repair of machinery, or office accounting, project manager services or administrative expense, or any rent, interest, depreciation or bonding costs, or any other overhead, collateral or estimated expense, or any profit, and the costs of all such items shall be deemed to included in the said allowance of fifteen (15) percent on labor.

All extra work shall be done as economically and expeditiously as possible, and under sufficient but not disproportionate supervision. Labor shall be furnished at the current rates and materials shall be charged at the lowest market prices. The City may, at its option, furnish any material required for extra work and the Contractor shall not be entitled to any allowance or percentage on materials so furnished. Likewise, the City may supply any necessary machinery or equipment and the Contractor shall not be entitled to any allowance thereupon.
Separate itemized statements and itemized bills, covering the extra work done in each month on each order for extra work shall be delivered to the Project Manager before the 5th day of the following month. All bills shall include vouchers showing the cost of materials supplied by the Contractor that have been actually incorporated into such extra work. The Contractor shall permit such examination of his books, bills, vouchers and accounts as the Project Manager may require in checking bills for extra work.

The decision of the Project Manager shall be final and binding upon all questions relating to extra work. If it is determined that any extra work bill is unreasonable or improperly performed, the Project Manager shall be empowered to require its

revision and adjustment in accordance with such terms as they shall judge to be fair and reasonable.

The Project Manager will certify to the City those bills for authorized extra work, submitted in approved form and by the prescribed date, for which he recommends payment. Payment for approved extra work completed under the Contract during any month shall be subject to all the provisions of the Contract relating to the payment of current estimates. Should the work under any extra work order remain uncompleted during any month, the payment shall not be made until the correct estimate is determined for the month, or the entire work under said extra work order is completed. The Contractor shall not be entitled to any claim for interest on any bill for extra work on account of delay in its approval.

All approved extra work shall be considered a part of the Contract and shall be subject to all of the provisions thereof.

In case of neglect or refusal on the part of the Contractor to perform any required extra work, or to make satisfactory progress in its execution, the City may invoke the provisions of paragraph O., Waiver of Contract and Right of Recovery. The Contractor shall not interfere with the prosecution of such work by the City.

During the progress of the extra work the Contractor shall carry forward all other parts of the work under the Contract, and may suspend any other part of the work only as approved by the Project Manager. No claim by the Contractor for extra compensation shall thereby be allowed. The Contractor, however, shall be entitled to an extension of time to the extent that the Project Manager shall certify that the work done under the Contract has been delayed by the performance of said extra work, provided that a claim for such extension shall be submitted in a timely manner.

K. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

1. EXTENSION OF TIME - If the amount of work done under the Contract is greater than indicated by the statement of quantities, or if the Contractor is materially obstructed or delayed in the procedure of the work by delay on the part of the City, the Contractor shall be entitled to such extension of the Contract time for the completion of the work, or any phase of the work, as the Project Manager shall certify in writing to be just and proper. In any event, all work must be completed on or before May 1, 2018. A claim for such extension shall be made by the Contractor by a written notice sent to the Project Manager within ten (10) days after the date when such alleged cause for extension of time occurred. The notice shall state specifically the amount of delay that the Contractor is claiming. If said statement, thus made out, is not received within the prescribed time, the claim for extension of time shall be forfeited and invalid.

No extension of time will be granted for ordinary delays, or minor accidents, provided, however, that days missed due to rain or natural disasters do not count toward the working days allowed for completion of the project.

2. DEFAULT IN COMPLETION - The Project Manager shall determine the number of working days that the Contractor is in default in completing the Contract, or any of its phases, within the specified period of time, and shall certify same to the City in writing. For each day so certified, the Contractor shall pay to the City the sum of $500.00 per day, which sum is hereby agreed upon, not as a penalty, but as liquidated damages which the City will suffer by reason of such default, as the actual damage is difficult to quantify. The City, in its discretion, may extend the time for completion of the work beyond the Contract time.

   The City shall be fully authorized and empowered to deduct and retain the amount of any such liquidated damages for each day that the Contractor shall be in default in completing the work after the time fixed in the Contract, or after any later date to which the time for completion may have been extended, from any monies due or to become due to the Contractor under the Contract at any time after such default has occurred. The permitting of the Contractor to finish the work or any part of it after the time fixed for its completion, or after the time to which completion may have been extended, shall in no way operate as a waiver on the part of the City of any of its rights under the Contract.

L. EXECUTION OF WORK

1. The execution of work under this Contract shall not commence until the Contractor has received a written Notice to Proceed, signed by the Project Manager, and the work shall begin within five (5) working days of receipt and be carried on continuously to completion, subject to such suspensions as are provided for herein. The progress of the work shall be at a rate sufficient to complete the Contract, and its phases, in an acceptable manner within the time specified. If it appears that the rate of progress is such that the Contract is not being executed in a satisfactory and workmanlike manner, the Project Manager may order the Contractor to take such steps as he considers necessary to complete the contract within the time provided, or to prosecute the work in a satisfactory matter. The Contractor shall prepare and submit a written construction schedule, indicating the manner and order in which the work is to be accomplished, prior to beginning construction. The schedule must be approved by the Project Manager.

2. SUPERVISION AND DIRECTION OF WORK - The Contractor shall supervise the Work. The Contractor is solely responsible for the means, methods, techniques, sequences and procedures of construction. At all times when work is progressing within the City, the Contractor shall provide one or more supervisors

on site who are capable of communicating with all parties involved. The supervisor(s) shall be designated by the Contractor in writing, and shall have full authority to act on behalf of the Contractor, to bind the Contractor, and to stop work. Communications given to the designated supervisor(s) shall be as binding as if given to the Contractor. In the absence of a supervisor on site, no work on the project will proceed. A fine of $200.00 shall be assessed against the Contractor for each occasion on which a designated supervisor is not present on site as required.

While it is intended that the Contractor shall be allowed, in general, to carry out the Contract in accordance with the approved schedule, the Project Manager shall have the discretion to direct the manner in which the work shall be prosecuted, and may exercise such general control over the conduct of the work at any time or place as shall be necessary to safeguard the interests of the City. The Contractor shall have no claim for damages or extra compensation by reason of any such change in scheduling or conduct of the work. The Contractor shall immediately comply with any and all orders and instructions given by the Project Manager, provided however that nothing herein contained shall be considered such an assumption of control over the work by the City or the Project Manager as to relieve the Contractor of any of its obligations or liabilities under this Contract.

3. LINES, GRADES AND ELEVATIONS - The Contractor shall make all field measurements necessary to lay out the lines, grades and elevations required in the Contract documents. The Contractor shall preserve and maintain the position of all stakes, grade-boards and lines until authorized to remove same. If the Contractor fails to do so, any stakes or grade-boards that are moved shall be reset at the Contractor's expense. The Contractor shall furnish, when required, all necessary materials, labor and assistance, except for Project Manager assistance, for the setting of all stakes, grade-boards, line forms, etc., which may be required for the proper construction of the work.

Any work done without utilizing lines, levels and instructions as provided in the Contract Documents or by the Project Manager or without the supervision of any inspector will not be estimated or paid for except when such work is authorized by the Project Manager. Work so done without lines, levels, and instructions of the Project Manager or without supervision of an inspector may be ordered removed and replaced at the Contractor's cost.

4. NOTIFICATION OF PROJECT MANAGER - The Contractor must notify the Project Manager or his representative at least twenty-four (24) hours prior to commencing work, if work has been suspended for any reason other than normal non-working days. Failure to so notify the Project Manager may result in material or work being declared unsatisfactory and being removed or redone at the Contractor's expense. The Contractor must obtain written approval from the

Project Manager or his representativeat least twenty-four (24) hours prior to suspending work, except for normal non-working days. In the event that work that scheduled commencement or suspension of work is delayed by inclement weather, the Project Manager must be notified immediately. The sum of $50.00 for each such failure to notify shall be assessed against the Contractor. The monies will be deducted from any monies due to the Contractor under the Contract.

5. SATURDAY, SUNDAY AND HOLIDAY WORK - No material may be placed on Saturdays, Sundays, or Holidays, or before 8:00 a.m. or after 4:00 p.m. on work days, without the written consent of the Project Manager. A violation of this requirement may result in the removal of material at the Contractor's expense.

6. MAINTENANCE OF TRAFFIC - The Contractor shall carry on the work in such a manner so as to cooperate with all pedestrian and vehicular traffic in the vicinity. The Contractor shall make all reasonable efforts to keep access to adjacent properties open at all times. The attention of the Contractor is directed to the fact that right-of way for emergency vehicles and/or construction vehicles must be maintained by the Contractor at all times. The work involved in the construction of this Contract shall be handled in a manner which will minimize any interruption to pedestrian and vehicular traffic through the areas of the proposed work in accordance with Section 104 of MSHA Standard Specifications. All Maintenance of Traffic will be a subsidiary obligation of the pay items within this contract and will not be paid for separately. The Contractor shall maintain barricades at each location of work until such time as the hazard otherwise marked has been removed. The Engineer may, whenever traffic conditions make it possible, permit the Contractor to close the roads or portions thereof to traffic.

7. WATER SUPPLY - The Contractor shall provide at his own expense such quantities of clean, potable water as may be required for any and all purposes under this Contract.

8. SANITARY ARRANGEMENTS - Approved sanitary conveniences for the use of laborers and others employed on the work, properly screened from public observation, shall be furnished and maintained at the Contractor's expense. The collections in said conveniences shall be disinfected or removed on a regular basis.

9. WORKMANSHIP - All materials furnished and all work done shall be of the quality and character required by the drawings and/or Contract Documents. Where no standard is specified, such work or materials shall be of a kind acceptable to the Project Manager. Any unsatisfactory materials furnished or

work done, at whatever time they may be discovered, shall be immediately removed and satisfactorily replaced by the Contractor when notified to do so by the Project Manager. If the Contractor shall neglect or refuse to remove such unsatisfactory work or material within forty-eight (48) hours after the receipt of the notice to do so, or if he does not make satisfactory progress, the Project Manager may cause said work or material to be removed and satisfactorily replaced by other means. The expense thereof shall be charged to the Contractor. Such expense shall be deducted from any monies due or to become due to the Contractor under the Contract. Upon completion of the Contract, the entire work shall be delivered to the City in a satisfactory working condition.

10. ADJUSTMENT OF STREET STRUCTURES – Not used.

11. EMPLOYMENT OF SKILLFUL WORKMEN - The Contractor shall employ only competent, skillful workers to do or supervise the work. Whenever the Project Manager shall, in writing, notify the Contractor that any person employed on the work is, in his opinion, incompetent, disobedient, disorderly, discourteous or otherwise unsatisfactory, such person shall be removed and shall not again be employed on the work except with the consent of the Project Manager.

12. TIMBER, BUSH, AND DEBRIS – Not used.

13. CONSTRUCTION OUTSIDE THE RIGHTS OF WAY OF THE CITY – Not used.

14. CONSTRUCTION IN VICINITY OF TREES - The Contractor shall exercise due care not to unnecessarily injure any trees. The Contractor shall carry on his operations in conformity with the requirements of the State Department of Forestry without additional compensation over the price bid for the work.

15. UTILITIES
The Contractor shall be responsible for contacting all agencies relative to their installations and for locating them in the field. The Contractor shall be prepared to modify operations in order to accommodate utilities and shall bear the expense of all repairs to utilities damaged as a result of activities undertaken as part of the project.

16. SCHEDULE OF WORK
At commencement of work, the Contractor shall provide a Schedule for the work to the Project Manager, indicating each day on which work will be performed. The Contractor shall give prior notice to the Project Manager of any deviation

from the Schedule. The Schedule shall be coordinated with the College Park Elementary School Schedule.

M. REMOVAL OF DEFECTIVE WORK AND CONDEMNED MATERIAL

1. DEFECTIVE WORK - Neither the inspection or supervision of the work, nor the presence or absence of any employee of the City during the execution of any part of the work, shall relieve the Contractor of any of his obligations under the Contract or of conforming his work to the lines, grades, elevations and requirements given by the Project Manager or indicated in the specifications. Defective work shall be made good and unsuitable material will be rejected, notwithstanding that such work and material may have been previously overlooked and accepted or estimated for payment. If the work or any part thereof shall be found defective or to have been damaged at any time before the final acceptance of the whole work, the Contractor shall make good such defective and damaged work at his own cost, even though said defect or injury may not have been due to any act, default or neglect on the Contractor's part. All materials shall be carefully examined by the Contractor for defects just before placing, and any material found defective shall not be placed in the work.

2. REMOVAL OF CONDEMNED MATERIAL - If any material brought upon the site or selected for use in the work shall be condemned by the Project Manager as unsuitable or not in conformity with the Contract Documents, the Contractor shall forthwith remove it from the City. Condemned materials not removed within forty-eight (48) hours after the receipt of notice by the Contractor, may be removed by the City and the cost of said removal shall be deducted from any monies due or to become due to the Contractor under the Contract.

2. WORK INSTALLED WITHOUT REQUIRED INSPECTION - Any work that is installed or performed without an inspection required by specifications or orders of the Project Manager is subject to being uncovered, removed and redone, at the cost of the Contractor.

N. SUSPENSION, ABANDONMENT OR DELAY IN THE WORK

1. SUSPENDING WORK - The City may suspend the whole or any part of the work under this Contract, if in its judgment such action is necessary or advisable.

2. ABANDONMENT OR DELAY IN THE WORK - If the work under this Contract shall be abandoned by the Contractor, or if at any time the Project Manager shall determine that the performance of the Contractor is unnecessarily or unreasonably delayed, or that the Contractor is violating one or more provisions of the Contract, or is executing the same in bad faith, or if the work is not fully completed within the time allowed for it completion, together with such extensions of time as may have

been granted, the City, by written notice, may order the Contractor to discontinue all work under the Contract, or any part thereof. Upon receipt of such notice, the Contractor shall discontinue the work, or such part thereof, and the City shall have the right to complete said work and charge the Contractor for same. The City may deduct the entire cost of said work from any monies due or to become due the Contractor under the Contract. For such completion of the work, the City may take possession of and use any or all materials, tools, machinery and appliances found on the site of the work.

When any part of the Contract is carried out by the City under this section, the Contractor shall continue the remainder of the work in conformity with the terms of the Contract and in such manner as not to interfere with the workmen employed by the City.

O. WAIVER OF CONTRACT AND RIGHT OF RECOVERY

1. WAIVER OF CONTRACT - Neither the acceptance of the whole or any part of the work by the Project Manager or the City or any of its employees, or any order, measurement or certified by the Project Manager, or any order of the City for the payment of money, or any payment by the City for the whole or any part of the work, or any extension of time, or any possession taken by the City or its employees, shall operate as a waiver of any portion of the Contract or of any power therein reserved to the City, or any right to damages therein provided, nor shall any waiver of any breach of the Contract be held to be a waiver of any other or subsequent breach.

2. RIGHT OF RECOVERY - The City shall not be precluded or estopped by any certificate made or given by the City or any of its agents, servants, or employees, under any provision of the Contract, from showing the true and correct amount and character of the work done and materials furnished by the Contractor or any other person under the Contract, at any time before or after the final completion and acceptance of the work and payment therefore, or from showing at any time that any such certificate is untrue and/or incorrect or improperly made in any particular, or that the work, or any part thereof, does not in fact conform to the Contract Documents. Notwithstanding any such certificate, or payment made by reason thereof, the City shall not be precluded or estopped from demanding and recovering from the Contractor such damages as it may sustain by reason of his failure to comply with the terms of the Contract.

P. USE OF THE PREMISES

The City of College Park will have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be

construed as relieving the Contractor of the sole responsibility for the care and protection of the Work or the restoration of any damaged work.

Prior to substantial completion, the City may use any completed or substantially completed portion of the work. Such use shall not constitute an acceptance of such portions of the work.

Q. PAYMENTS TO THE CONTRACTOR

1. CURRENT ESTIMATES - The Contractor will prepare, on a monthly basis, his written estimate of the amount of work completed under the Contract. Current estimates shall not contain any allowance for materials delivered upon the site of the Work but not incorporated therein, and the Contractor shall not be entitled to receive any payment therefore.

   Upon approval by the Project Manager, the City will pay to the Contractor up to ninety-five percent (95%) of the total amount of the estimate, provided, however, that the City may retain out of any such payments any or all sums it is authorized to retain by the terms of the Contract and/or any applicable law. The City will pay the contract price, less 5 retainage, to the Contractor upon completion of the contract work, and correction of any deficiencies discovered as a result of final inspection. The said retainage is held as security for performance and not as liquidated damages and the forfeiture of the retainage shall not release the contractor from any liability in excess of the retainage. The City shall be entitled to retain an additional five percent (5%) of the estimate pending receipt from the Contractor of any certificates required by the Project Manager from utilities. Further, payments on current estimates may be withheld at any time if, in the judgment of the Project Manager, the Contractor is not in compliance with the terms of the Contract.

   At the time of each request for payment or draw, the Contractor shall provide payment certification from each subcontractor whose bills for labor or materials were included in any prior request for payment.

2. MEASUREMENT OF WORK AND MATERIAL - All quantities, work and material to be paid for will be measured and determined by the Contractor according to the specifications, drawings, additional instructions in writing, and detail drawings that may be given to carry out the work required by the Contract Documents. The Project Manager may measure and/or verify the quantities, work and material submitted by the Contractor, at his discretion. No allowance will be made for any excess above the quantities required by the specifications, additional instructions in writing, and detail drawings on any part of the Work, except where such excess material has been supplied or work done by order of the Project Manager and in the absence of default or negligence on the part of the Contractor. Should the dimensions of any part of the work or of the

materials be less than those required by the drawings or the directions of the Project Manager, only the actual quantities placed will be allowed in the calculations of the total price to the City.

3. EVIDENCE OF PAYMENT - The Contractor shall certify to the City within ten (10) days after the final completion and acceptance of the whole work under the Contract, that all persons, partnerships and corporations who have done work or furnished materials under the Contract, or in or about the work contracted for, have been fully paid or secured. In the event such evidence is not furnished by the Contractor, such amount as may be deemed necessary by the City to pay such claims may be retained by the City out of any money due the Contractor under the Contract until such claims have been fully discharged.

4. FINAL ESTIMATE - When the Project Manager shall deem that the Contractor shall have fully completed the work under the Contract, he shall make a written final estimate based upon actual measurements, of the whole amount of authorized work done by the Contractor and of the value thereof under the terms of the Contract, and shall certify to the City the completion of the work and the amount of the final estimate. All current estimates are subject to correction in the final estimate. The Project Manager's measurements upon which the final estimate is based, shall be deemed to be, and shall be, final and conclusive.

   Upon approval of the final estimate, the City will notify the Contractor, in writing, of the acceptance of the work and transmit to him a copy of the final estimate. Out of the amount representing the total of the final estimate, the City shall deduct retainage of five (5) percent, which shall be in addition to any and all other amounts which under the Contract it is entitled or required to retain, and shall hold said sum for a period of six (6) months from and after the date of payment of the final acceptance for that phase. Such part as may be necessary, or all of said retained sum, shall be applied to any expense which may be deemed to have been caused by failure of the Contractor to comply with the terms of the Contract, or to any breach of the Contract on the part of the Contractor. The City shall be empowered to make any required repairs or renewals during said period without notice to the Contractor if it shall judge such action to be necessary, or if after notice, the Contractor shall refuse or neglect to do said required work or make satisfactory progress thereon within such period as the Project Manager shall consider necessary or reasonable. Further, the City is entitled to retain five percent (5%) of said sum pending receipt from the Contractor of any certification required by the Project Manager from utilities. In addition, the City shall retain those sums equal to any outstanding unpaid amounts claimed by any suppliers, sub-contractors, or others for labor or materials contributed to the work.

Within fifteen (15) days after the approval of the final acceptance, the City will pay to the Contractor those sums remaining after the deductions as set out herein.

5. FINAL PAYMENT - Upon the expiration of the aforesaid period of six (6) months succeeding the payment of final estimate, the City will pay to the Contractor all sums reserved or retained, less such amounts as it may be entitled under the provisions of the Contract to permanently retain.

R. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the Contractor of the final payment shall release the City and every officer, employee and agent thereof, from all claims by the Contractor made for work and/or materials provided under the Contract.

S. LIABILITY INSURANCE AND INDEMNIFICATION

Contractor will purchase from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in Maryland and maintain during the entire term of this Contract, comprehensive general liability insurance, automobile liability insurance, and workers' compensation insurance with limits of not less than those set forth below. On each policy, Contractor will name the City as an additional insured, with the exception of the workers compensation insurance, and will provide an additional insured endorsement.

i. Comprehensive General Liability Insurance:
Combined single limit liability insurance with a limit of $2,000,000 each occurrence/aggregate.
All insurance shall include completed operations and contractual liability coverage. Contractor shall obtain builder's risk insurance in an amount appropriate to cover potential losses. The City will not be liable for any damages during construction.
ii. Automobile Liability Coverage: Automobile insurance with a combined limit of $1,000,000 for each occurrence/ aggregate.
iii. Professional Errors and Omissions Insurance. The Contractor shall maintain a policy with limits of not less than $1,000,000 each occurrence/aggregate
iv. Workers' Compensation Insurance: Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance. Contractor shall provide workers' compensation insurance meeting the statutory limits for Maryland and Employers' Liability limits of $500,000. All corporations are required to provide Workers' Compensation Certificates of Insurance.

Contractor covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Contractor on behalf of the City under this Agreement. Copies of the

certificates of insurance and additional insured endorsements for all required coverage shall be furnished to the City and the MEA within ten (10) days following the execution of this contract and prior to commencement of any work. The City and MEA shall receive 30 days prior notice of any amendment, reduction or elimination of the insurance coverage required herein.

Provision of any insurance required herein does not relieve Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded, or for which the Contractor may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the City's immunities or any damage limits applicable to municipal government as provided by law.

The Contractor shall also furnish to the City and MEA a Certificate of Insurance and additional insured endorsement in like amounts for any approved sub-contractor prior to commencement of work in the City.

The required insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Coverage will be primary and noncontributory with any other insurance and self-insurance.

Any special. hazards, such as blasting, shall be covered by a rider or riders to the Public Liability and/or Property Damage Insurance policy or policies to cover any special hazards which may develop in the course of the work with such companies and in such amounts as may be approved by the City.

The Contractor shall indemnify and save harmless the City, MEA, their officers, agents, servants, and employees, from all suits, actions, and damages or costs of every kind and description arising directly or indirectly out of the performance of the Contract, including attorneys fees, whether caused by actions or omissions on the part of the Contractor, its agents, servants and employees, or to other causes.

A rider or riders to the Public Liability and/or Property Damage Insurance policy or policies to cover any special hazards which may develop in the course of the work with such companies and in such amounts as may be approved by the City.

The City and MEA shall be named as Insureds on the Comprehensive General Liability Insurance, and the Automobile Insurance by additional insured endorsement.

A Certificate of Insurance shall be provided to the City by the Contractor within ten days after the award of the contract. The Certificate shall demonstrate that the Contractor has complied with the requirements of this section and be in a form acceptable to the City.

T. RESOLUTION OF CONTRACT QUESTIONS

The Project Manager shall decide any and all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work and shall decide all questions which may arise as to the interpretation of any or all plans relating to the work and of the specifications and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor; and the Project Manager shall determine the amount and quantity of the several kinds of work performed and materials which are to be paid for under the Contract and such decision shall be final and conclusive and such determination shall be a condition precedent to the right of the Contractor to receive any money due under the Contract. Any doubt as to the meaning of the wording of the specifications, the Contract, the intent of the plans and all directions and explanations requisite or necessary to complete the work, or make definite any of the provisions of the specifications, Contract or plans and to give them due effect, will be interpreted by the Project Manager. The decision of the Project Manager shall be final.

U. DISPUTES

Except as may otherwise be provided herein, all disputes arising under or as a result of a breach of the contract which is awarded which are not disposed of by mutual agreement shall be resolved in accordance with this clause.

As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or as a result of the contract.

A claim by the Contractor shall be in writing and submitted to the Project Manager for decision. A claim by the City shall be submitted to the Contractor by the Project Manager. When a controversy cannot be resolved by mutual agreement, the matter shall be resolved by litigation in the courts of the State of Maryland.

V. NON-DISCRIMINATION

The Contractor agrees a) not to discriminate in any manner against an employee or applicant for employment due to race, color, religion, creed, age, sex, martial status, national origin, ancestry or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employee.

W. GUARANTEE OF UNIT PRICE

The unit prices in the Contract shall be guaranteed by the Contractor for up to and until the completion of those phases identified to be performed during the Contract period.

X. WAIVER OF LIENS

The Contractor shall provide a signed, notarized waiver of liens to the Project Manager upon completion of the work, which shall state that all liens have been fully paid.

Y. INTERIM AND FINAL INSPECTIONS

Upon completion of the work, or various phases of the work, or at any other time, as appropriate, the Project Manager, in conjunction with any required governmental inspector, will inspect the completed project or any part thereof, and if deficiencies are present, shall so inform the Contractor, who shall have all said deficiencies corrected. The Contractor is responsible for ensuring that all necessary inspections are scheduled and performed by the appropriate individual and/or agency. The Project Manager shall be notified immediately of any adverse or unexpected conditions located in the field in order to allow for inspection before further action is taken or work performed in that area. Neither the Project, nor any part thereof, is considered to be accepted until the work is complete and final project acceptance has occurred. Contractor is responsible for maintaining the work to specifications until final acceptance. The Contractor shall permit inspection of its operations, at any time, by the City or its authorized representatives, to determine that standards of quality are being met.

Z. CONFLICT WITH OTHER PROVISIONS

In the event of a conflict between these General Terms and Conditions, Drawings/Plans, and the Contract, the Drawings/Plans will prevail over the Contract, which will prevail over the General Terms and Conditions.

AA. HAZARDOUS SUBSTANCES

Contractor must comply with all applicable Federal, State, County and local laws, ordinances and regulations relating to hazardous and toxic substances including such laws, ordinances, and regulations pertaining to access to information about hazardous and toxic substances and as amended from time to time. Contractor shall provide to the City a "Material Safety Data Sheet" including reference to the purchase order number, or in the case of a controlled hazardous waste substance, a hazardous waste manifest for all hazardous chemicals listed or subsequently added to the Chemical Information List in compliance with applicable laws, ordinances and regulations.

BB. PRE-WORK INSPECTION

The roof should be inspected within five (5) days prior to the commencement of the installation of the solar array by the contractor, MEA and the City to document the existing condition of the roof, flashing, parapet walls, curbs, roof penetrations, and any other roofing related aspects.

TO BE SUBMITTED WITH BID

RFP CP-18-01

NON-COLLUSION AFFIDAVIT

The following affidavit is attached hereto and made a part thereof.

STATE OF _____)
ss:
CITY/COUNTY OF _____)

_____being first duly sworn, deposes and say: That he/she
(name of affiant)

is the _____
(Title)

of _____
(Name of Corporation)

(or a partner of _____).
(Name of Partnership)

The party making the foregoing Bid; that (he has not) (no officer of the said Corporation has) (no member of the said Partnership has) nor has any person, Firm or corporation acting on (his) (its) (their) behalf, agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the Bid being submitted herewith; and that (he) (the said Corporation) (the said Partnership) has not in any manner, directly or indirectly entered into any Agreement, participated in any Collusion to fix the Bid Price of the Bidder herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the within Bid is submitted; that in making this Affidavit, the Affiant represents that he/she has personal knowledge of the matters and facts herein stated. I HEREBY CERTIFY UNDER THE PENALTIES OF PERJURY THAT THE FOREGOING IS TRUE TO THE BEST OF MY KNOWLEDGE AND INFORMATION

_____(SEAL)

To be signed by Bidder, if the Bidder is an Individual, or by a *Partner*, if the Bidder is a Partnership, or by a duly authorized Officer, if the Bidder is a Corporation

TO BE SUBMITTED WITH BID

RFP CP-18-01
AFFIDAVIT WITH RESPECT TO NON-CONVICTION, NON-SUSPENSION AND FALSE PRETENSES

I hereby affirm that:

(1) I am the _____ (Title) and duly authorized representative of _____ (Name of Business Entity) whose address is _____ 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 7 below, neither I nor the Business Entity 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, or in an official investigation or other proceeding admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery or conspiracy to bribe under the provisions of Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported); and

(3) Except as described in Paragraph 7 below, neither I nor the Business Entity 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 under a State of federal law or statute of any offense enumerated in §16-208 of the State Finance and Procurement Article; and

(4) Except as described in Paragraph 7 below, neither I nor the Business Entity 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 found civilly liable under a State or federal antitrust statute as provided in §16-208 of the State Finance and Procurement Article.

(5) Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees who will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction have been debarred or suspended under this subtitle

(6) Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, information and belief, any officer, director, partner, member or associate thereof; nor any of its employees directly involved in obtaining contracts with the Town, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses under the laws of any state or federal government, based upon acts committed after July 1, 1981.

(7) State "none" below or, as appropriate, list any suspension, debarment, conviction, plea or admission described in Paragraph 2 - 6 above, with the circumstances, date,

court, official or administrative body, the 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 the City of College Park, Maryland, under Section 16-311 of the State of Maryland Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the City of College Park may terminate any contract awarded and take any other appropriate actions. I further acknowledge that I am executing this affidavit in compliance with Section 16-309 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. Finally, I certify that the bidder is registered and in good standing with the Maryland Department of Assessments and Taxation, if applicable.

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

_____ _____

Date Signature

Printed Name:_____

TO BE SUBMITTED WITH BID

RFP CP-1-__
CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

IMPORTANT

This questionnaire is intended as a basis for establishing the qualifications of Contractors for undertaking this Project and working under the jurisdiction of the City of College Park, Maryland.

1. **GENERAL**

(a) Legal Title and Address of Contracting Organization

_____

_____

_____

Telephone: _____ FAX: _____

E-mail: _____

(b) Name of Contractor's Representative, Title and Address

_____

_____

_____

_____

(c) Check one:
_____ Corporation
_____ Partnership
_____ Individual

Name and Address of your Bonding Company:

_____
_____
_____

CIRCLE BELOW WHETHER:
Union
Non Union
Open Shop

(d) If a Corporation - State:

Capital Paid in Cash $_____ Date of Incorporation _____

State in which Incorporated _____

Name and Title of Principal Officers	Date of Assuming Position	Address	Phone Number

(e) If Partnership - State:

Date of Organization _____ Nature of Partnership (General, Limited or Association)

_____

Names and Addresses of Partners:	Phone Number	Age

(f) If Individual - State:

Full Name, Address, and Phone Number of City _____

_____

(g) Is any member of your organization employed by the State of Maryland, any County or municipal corporation in Maryland, a member of any State Institution's Board of Managers or Trustees, or in any way officially connected with the State, County or Local Governments? If yes, explain.

_____

_____

(i) Give name and date about any site development project you have failed to complete (use separate sheet if necessary). _____

(j) Has your organization ever been party to any criminal litigation as a result of services rendered, regarding work performance, methods, costs, etc? If yes, explain. _____

_____

2. **FINANCIAL**

(a) Give value of all construction equipment fully owned by your organization.

_____

(b) Give value of total assets of organization (including equipment value in 2a above). _____

(c) Give value of total liabilities of organization.

_____

(d) Give total contract value of work accomplished by, or pending award to your organization. _

_____

(e) Give contract value of work presently being accomplished by, or pending award to your organization. _____

_____

_____

(f) Give value of any judgments or liens outstanding against your organization. _____

_____

(g) Has any Bonding Company refused to write or issue a bond for you on any construction work? _____ If yes - Explain. _____

_____

_____

(h) Give maximum value of contract work for which you could obtain a bond. _____

_____

(i) 1. What is the money value of the largest project accomplished by your Organization? _

2. Maximum value in last three (3) years. _____

3. Maximum value you prefer to undertake. _____

4. Price range of work your organization is deemed best adapted to undertake. _____

(j) Is your organization licensed in the State of Maryland for the current year? _____

The above statements are certified to be true and accurate.

DATED at _____ this ___ day of _____. 2017.

By _____
(Signature)

_____
(Title of Person Signing)

√

TO BE SUBMITTED WITH BID

RFP CP-18-01
REFERENCES

List up to six (6) projects--include the following information:

1. _____
Name of Project

_____
Physical Address, including City and State

_____
Point of Contact, including address and phone number

_____

_____
Brief description of project

Percentage of work forces participating on project: _____

Construction value: _____

2. _____
Name of Project

_____
Physical Address, including City and State

_____
Point of Contact including address and phone number

_____

_____
Brief description of project

Percentage of work forces participating on project: _____

Construction value: _____

3. _____
Name of Project

_____
Physical Address, including City and State

_____
Point of Contact including address and phone number

_____

_____
Brief description of project

Percentage of work forces participating on project: _____

Construction value: _____

4. _____
Name of Project

_____
Physical Address, including City and State

_____
Point of Contact including address and phone number

_____

_____
Brief description of project

Percentage of work forces participating on project: _____

Construction value: _____

5. _____

Name of Project

_____

Physical Address, including City and State

_____

Point of Contact including address and phone number

_____

_____

Brief description of project

Percentage of work forces participating on project: _____

Construction value: _____

6. _____

Name of Project

_____

Physical Address, including City and State

_____

Point of Contact including address and phone number

_____

_____

Brief description of project

Percentage of work forces participating on project: _____

Construction value: _____

Copy
SUBMITTED
NEED BY
WED 15th

TO BE SUBMITTED WITH BID

RFP CP-18-01
BID BOND

KNOW ALL MEN BY THESE PRESENTS:

that we, _____ as Principal, hereinafter called the Principal, and _____ a corporation duly organized under the laws of the State of _____, as Surety, hereinafter called the Surety, are held and firmly bond unto City of College Park, hereinafter called "City", for the sum of _____, for the payment of which sum, the said Principal and the said Surety bind ourselves, our heirs, executes, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

NOW, THEREFORE, if the Principal, upon acceptance by the City if its bid identified above, within the period specified herein for acceptance, being 120 days if no period is otherwise specified, shall execute such further contractual documents, if any, and give such bond(s), as may be required by the terms of the bid as accepted within the time specified, being ten (10) days if no period is otherwise specified, after receipt of the forms, or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the City for any cost of procuring the work which exceeds the amount of its bid, then the above obligation shall be void and of no effect.

The Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the City, notice of which extension(s) to the Surety being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than 120 calendar days in addition to the period originally allowed for acceptance of the bid.

In Presence of:

WITNESS: Individual Principal

_____ _____(SEAL)

Co-partnership Principal

_____
(Name of Co-Partnership)

WITNESS:

_____ By:_____(SEAL)

_____ By:_____(SEAL)

_____ By:_____(SEAL)

Corporate Principal

_____
(Name of Corporation)

Attest:

_____ By:_____
Corporate Secretary

Title _____

AFFIX
CORPORATE
SEAL

SURETY _____
Name of company

Attest:

_____ By:_____

Title: _____

CORPORATE ACKNOWLEDGEMENT – Signing Bond

STATE OF MARYLAND) ss:
CITY/COUNTY OF _____) :

On this _____ day of _____, 2017, before me, the undersigned notary public, personally appeared _____,
(Corporate Secretary or other Officer)
and acknowledged as follows:

That he/she is the _____ of the
(Title)
_____, a corporation in good standing in the State of
(Name of Corporation)
Maryland and named as Principal in the attached instrument;

That _____ as _____

of said corporation, being so authorized, did sign the aforegoing instrument on behalf of the Principal;

That said signature is genuine and that said instrument was duly signed, sealed, and attested to on behalf of the said corporation by authority of the following officers of said corporation:

_____ _____
(Name) (Title)

_____ _____
(Name) (Title)

_____ _____
(Name) (Title)

and that said acknowledgement of the said instrument is the free act and deed of the said corporation.

(SEAL)

_____
Notary Public

RFP CP-18-01
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ hereinafter known as the "Contractor," as Principal, and _____, as Surety, are held and firmly bound unto Chevy Chase Village as obligee, hereinafter known as the "Owner," in the penal sum of _____ lawful money of the United States of America, to be paid to the Owner, for the use and benefit of the said obligee, and all persons, doing work or furnishing skill, tools, machinery, or materials under or for the purpose of the Contract hereinafter named, for which payment, well and truly to be made, we bind ourselves, our successors and our several respective heirs, assigns, executors, and administrators, jointly and severally, firmly by present.

AFFIXED WITH OUR SEALS THIS _____ day of _____, 20____.

WHEREAS, the Contractor _____ by an instrument in writing, bearing even date, with these presents, has contracted with the Owner to furnish all equipment, tools, materials, skill and labor for the completion of the work according to this Contract.

All work to be performed in strict accordance with the attached Agreement or Contract, plans and specifications, which Contract is by this reference made a part hereof.

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH, that is the said Contractor _____ shall complete the work provided for in said Contract according to the terms, and shall save the obligee hereunder free from all costs and charges that may accrue on account of the doing of the work specified in the Contract, and shall comply with the laws appertaining to said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

AND THE FURTHER CONDITION OF THIS OBLIGATION IS SUCH, THAT IF _____ as Contractor, shall fully and faithfully perform work in accordance with the terms of the annexed Contract during the original term thereof and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and the plans and specifications therein referred to, and provide the materials therein called for, and replace defective work or material for a period of one year after the completion of this Contract, and if the

Principal shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be null and void, otherwise they _____, as Contractor, and _____, as Surety, jointly and severally agree to pay the Owner the difference between the sum of which the said _____, as Contractor, would be entitled in the completion of the Contract, and that which the Owner, may be obliged to pay for the completion of the work by Contract or otherwise, and agree to pay any damage, direct or indirect or consequential, which said Owner may sustain on account of such work or on account of the failure of said Contractor, properly and in all things to keep and execute the provisions of the Contract.

And the said _____, as Contractor, and _____ as Surety, hereby further bind themselves, their successor, assigns, heirs, executors and administrators, jointly and severally, and agree that they shall indemnify and save harmless and shall pay all amounts, damages, costs and judgments which may be recovered against, and all expense incurred by, the Owner and all representatives of said Owner, from or arising out of all or any suits, actions or claims of any character brought on account of any injuries or damages sustained by any persons or property in consequence of any neglect in safeguarding the work or any such claim arising from any other act, omission, negligence or misconduct of the Contractor, his agents, representatives, servants and employees in the performance of said work or of the repair or maintenance thereof or the manner of doing the same, or the neglect of said Contractor, or agents or servants, or the improper performance of the said work by the Contractor or agents or servants, or the infringement of any patent rights by reason of the use of any equipment, or material, furnished under the said Contract, and will also pay any damages for delay in performance, as stated in the Contract; further, failure to do so with such person, firms, partnership, or corporation shall give them a direct right of action against the principal and surety under this obligation.

As the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract of the work to be performed thereunder of the plans or specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract or to the work or to the plans or specifications.

Without limiting the effect of any other provision herein contained, this bond is to be construed as a statutory bond under the provision of:_____ as amended to date.

IN WITNESS WHEREOF, the said _____ has caused _____ corporate seal to be hereto affixed, and the presents to be signed in its name by _____, and the said _____ as Surety, has caused _____corporate seal to be hereto affixed and these presents to be signed in its name by _____

(As to Contractor) CONTRACTOR (Seal)

Signed, sealed and delivered in the presence of: _____

By: _____ L.S. _____

Title: _____

(As to Surety) SURETY (Seal)

Signed, sealed and delivered in the presence of: _____

By: _____ L.S. _____
Attorney-in-Fact

APPROVED AS TO FORM COUNTERSIGNED

By: _____ L.S. _____
Resident Agent

NOTE: If the Principal is a corporation, the bond shall be signed by the President or Vice President, attested by the Secretary and the Corporate Seal Affixed. If the principal is a partnership, the bond shall be signed in the partnership name by one of the general partners.

LABOR AND MATERIALS BOND

This Bond is issued simultaneously with the performance bond in favor of the Owner conditioned on the full and faithful performance of the Contract:

KNOW ALL MEN BY THERE PRESENTS: that

_____

(Here insert full name)

_____

_____

(Address of legal title of Contractor)

as Principal, hereinafter called Contractor, and

_____

_____

(Here insert full name and address of legal title of Surety)

a corporation created existing under the laws of the State of Maryland, hereinafter called Surety, are held and firmly bound unto Chevy Chase Village as Obligee, hereinafter called the Owner, for the use and benefit of claimants as herein below defined, in the penal sum of

_____

_____

(Full value of contract price in written words)

in lawful money of the United States, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS

Principal has a written agreement dated _____, 20 , entered into by Contractor with Owner in the sum of _____ which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if, Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by

subcontractor or otherwise, then this obligation shall be void; otherwise it shall remain in full force and effect, subject however, to the following conditions;

1. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being constructed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials we furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum of sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice the Contractor, the Owner or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, starting with substantial accuracy the amount claimed and the name of the a party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner and Surety, and any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Contractor ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the County or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or recorded against said improvement, whether or not the claim for the amount of such lien be presented under and against this bond.

5. The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications. No final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Signed and sealed this _____ day of _____, 20

IN THE PRESENCE OF:

_____

_____

(Principal) (Seal)

By:

_____

Title

_____

_____

(Surety) (Seal)

By:

_____

Title:_____

CONTRACT FOR THE DESIGN, CONSTRUCTION AND MAINTENANCE OF A SOLAR PHOTOVOLTAIC SYSTEM
CP-18-01

THIS CONTRACT FOR THE DESIGN, INSTALLATION AND MAINTENANCE OF A SOLAR PHOTOVOLTAIC SYSTEM (this "Contract") is effective the _____ day of _____, 2017, by and between the City of College Park, (hereinafter referred to as the "City ") and _____ (hereinafter referred to as the "Contractor").

WHEREAS, the City wishes to provide, through a Maryland Energy Administration grant, for the a turnkey design, installation and maintenance of a solar photovoltaic system ("System") of a minimum 31.10 kW, to be mounted on the rooftop of the City's Department of Public Works building(s) ("PW Building(s)") and related services as set forth in this Contract (collectively, the "Project"); and

WHEREAS, the Contractor is willing to provide said services.

NOW THEREFORE, the parties hereto agree as follows:

I. SCOPE OF WORK

The work required of the Contractor will be performed in coordination with the City and the City's designated project manager. The work to be performed by the Contractor is as follows:

System Design

a. *Site Conditions*: Obtain all necessary site condition information at the PW Building(s), which may affect the ability to install the System. The site condition information to be included in the design report shall include, but not be limited to:

i. Condition of the surface, subsurface and underground structures that may impact the System;
ii. load calculations for the solar panels, tracks, anchoring equipment and other System elements;
iii. any restrictions of the roof or building structure to support the System;
iv. placement of current rooftop equipment (ex: HVAC units), and the recommended placement of the System to avoid or mitigate obstruction of this existing equipment;
v. the optimal means by which to access the roof in a secure manner.

b. *System Anchoring*: Provide calculations and comparison recommendations for the mounting system for the System. The System shall be designed so that it can be moved if necessary to enable ongoing maintenance and roof repairs by the City.

c. *System Design*: Provide a design layout for the System, including but not limited to:

i. Recommended location and design of the System array, including racking, module placement, conduit raceways, conduit sizes, module spacing, etc.;
ii. Recommended PV model type and model no.;
iii. Recommended number and dimensions of solar panels and their respective efficiency rating;
iv. Recommended inverter type, model number and rating;
v. azimuth and tilt;
vi. System size AC and DC, (at minimum 31.10kW DC), at Standard Test Conditions;
vii. controls, monitors and all related instrumentation;
viii. estimated length of System productivity;
ix. time line for installation with major anticipated milestones, including permitting and approvals, site preparation, and any lead time for the delivery of panels or equipment;
x. Maryland Licensed Professional Engineer verification that the System will meet wind-load, seismic and structural requirements.
xi. Maryland Licensed Electrical Engineer verification that the system complies with the National Electric Code as enforced by Prince George's County.

d. *System Production*: Provide calculations and estimations of year 1 electricity production, as well as rated System degradation percentage and the related decline in power production over the years of the System installation.

e. *System Regulations and Conditions*: Provide written confirmation of compliance with all applicable prevailing code, fire safety regulations, and general site safety considerations.

f. *Project Guarantees and Warranties*: All warranties are set forth in Attachment A and Schedule A-1 (Warranty) to this Contract.

Utility Connection Considerations

a.Net Metering: Optimize the System design pursuant to State and utility regulations on municipal net metering and maximum allowable System size, specifically using the Potomac Electric Power Company (PEPCO) Tariff for Aggregated Net Energy Metering (Rider ANEM) in compliance with Maryland State Senate Bill 355, Electricity Net Metering. To the extent that System generation output is greater than the municipality's electricity requirements, the Contractor must include a plan for the disposition of any power in excess of electricity purchased (e.g., net metering, offsets, or sale into the wholesale power grid), in full compliance with state and utility guidelines.

1. The City acknowledges that Contractor cannot control the performance of PEPCO in implementing Aggregated Net Energy Metering. Contractor acknowledges that successful interconnection and implementation of Rider ANEM is critical to the Project's success and will make every reasonable effort to successfully complete the interconnection process (the "Interconnection Process").

2. Contractor will submit all interconnection filings within three (3) business days of the date on which it becomes eligible to file interconnection documents on behalf of City.

3. City will return interconnection documents within three (3) business days of receipt and request for action.

b. *Utility Tie-in*: System design will include location, logistics, cost and other considerations for System tie-in with the PEPCO utility grid. Perform or provide all applications, studies and testing procedures to prepare the system for interconnection with the utility grid. All costs associated with the utility interconnection shall be included as part of the Project. Determine whether a distribution system upgrade will be necessary as a result of installing the electrical interconnection and the anticipated load. Any anticipated upgrades will be identified in the Proposal. These elements of the design will be completed in consultation with PEPCO representatives, per the steps outlined in Attachment B.

c. *Measurement and Verification*: Provide a measurement and verification strategy for metering onsite System electricity generation. Contractor will calculate an estimate of the impact of onsite System generation on Time of Use (TOU) or Demand related charges.

Financial Structuring

a. *Credits, Rebates and Incentives*: Implement the plan for the disposition or assignment of any:

i. benefits such as SRECs, greenhouse gas offsets, or forward capacity market payments generated in connection with the operation of the System;
ii. tax credits or incentives generated in connection with the operation of the System, and any credits available through the State of Maryland;
iii. other grants or rebates available in connection with the installation of the System;
iv. requirements (such as insurance, reporting, etc.) that may be associated with available rebate and incentive programs.

b. *Potential System Revenues and Savings*: Provide a:

i. table of yearly estimated SREC values for the duration of the installation.
ii. table of yearly estimated value of electricity generated, both gross and net of the City's total current electricity consumption.
iii. yearly estimate of total potential System value of combined SREC values and the value of net electricity savings.

Any assumptions of future values (SREC, price of electricity, etc.) will be documented. Contractor makes no warranty or guarantee about the potential future values of SRECs.

Pre-Installation

a. *Permits*: Provide a table of permits, associated fees, permitting organization, timelines and required documentation needed to complete the project.

b. MES Grant Compliance: The Maryland Energy Administration grant that funds this Project is attached as Exhibit A and incorporated in this contract by reference.

c. *Timeline*: Provide a final Project schedule (Attachment E), subject to the approval of the City, that identifies all work being conducted. Contractor will have limited use of the project site for construction operations. Contractor will be required to maintain portions of the existing building affected by construction operations in a weather-tight condition throughout the construction period. Contractor will be required to repair damage caused by construction operations. The city will utilize the existing building during the entire construction period; therefore ingress/egress to the Maintenance Facility, the entire PW Building(s) must remain unobstructed during construction. Contractor must coordinate with the City of College Park, DPW during construction operations to minimize conflicts and facilitate the use and occupancy of the facilities by the City. Contractor must perform the work so as not to interfere with the City's day-to-day operations. **Work can be performed between 7:00 a.m. and 3:00 p.m., Monday - Friday. Work may also be scheduled on Saturdays through the Project Manager. Request to work at any other time will be evaluated based on operations at the facility.**

Installation must be complete and the System commissioned, prior to May 1, 2018, subject to the provisions of Section II (Contract Time) and Attachment E. Time is of the essence with respect to this Contract.

d. *Permit Approval:* The parties agree that obtaining the approval of PEPCO to implement Aggregated Net Energy Metering and the issuance of a Prince George's County ("County") Building Permit for the project are required. PEPCO and County approvals/permits shall be applied for by Contractor during the System Design phase of this Contract.

Installation

Upon the approval of the System design by the Mayor and City Council, purchase of the applicable equipment and installation of the designed System will be authorized by the City. Elements of the installation phase of the Project will include:

a. Permits and Permissions: Apply for and obtain all necessary permits required by all Federal, State, and Local regulatory agencies having jurisdiction over the Project. All associated fees shall be clearly identified as a distinct part of the cost proposal. Likewise the Work shall include all other cost elements necessary for a turn-key installation project, including but not limited to: rebate applications, grid connection agreement, and approvals from governing agencies.

b. Construction and Commissioning: the Work shall include, but not be limited to, the following elements of a turnkey construction and commissioning project:

i. timelines for acquisition of materials;
ii. proposed construction schedule, including delivery, installation, testing and commissioning;
iii. project management protocols to ensure schedule adherence, including willingness to post liquidated damages for delays and performance shortfalls;
iv. reporting and client liaison protocols to be employed throughout construction process;

v. management and oversight of subcontractors;
vi. associated labor, taxes, services and equipment by task;
vii. warranties and guarantees provided by the Contractor in its Proposal.

c. Record / Archive: The Work includes provision of "as built" and record drawings of all existing and modified conditions associated with the Project conforming to typical engineering standards. This should include architectural, mechanical, electrical, structural, and control drawings each stamped by a Professional Engineer (P.E.) for the corresponding discipline.

d.Electrical Compliance: Only electrical contractors or sub-contractors licensed by the State of Maryland may be employed to perform all electrical installations and connections. Provide rough-in and final electrical inspections by appropriate third party inspectors.

e.Start-Up, Testing and Commissioning: System start-up, testing and commissioning. The City reserves the right to observe and verify the System's performance. Required start-up, testing and commissioning services include:

i. Start-up of the PV System until it achieves a delivery of at least 80% of the expected average hourly production for the applicable month.
ii. Successful registration of the SRECs with the Maryland Public Service Commission as well as the Interconnect Agreement and Certificate of Public Convenience and Necessity ("CPCN") waiver.
iii. Provision of an inspection certification by an appropriate electrical inspector.

f. *Overview of system upon completion*: Meet with City stakeholders after project completion to provide an overview of the system and demonstrate to City staff the website to monitor the new solar system.

Maintenance and Operations

The System will have a life expectancy of at least 20 years or more, and at the end of the Project life the City will decommission and remove the System from the roof(s) at its expense.

a. *Maintenance and Operations for Five Years*: Provide maintenance and operation for a period of five years from date of initial commissioning.

b. *Maintenance and Operations*: Supply a pro-forma maintenance and operations schedule ("O&M") for the life of the System, which includes, but will not be limited to:

i. O&M schedule with major milestones including decommissioning;
ii. O&M costs, both yearly and cumulative;
iii. O&M responsibilities, clearly identifying any specialist skills or trades required;
iv. A table of System depreciation and anticipated decline in production;
v. An associated cost proposal for each task included above;
vi. Sets of site-specific parts manuals for the installed System equipment;
vii. Procedural information for emergency or shut-down conditions that arise during the lifetime of the System.

c. Contingency. Provide a detailed contingency plan for the possibility, including sequence, costs and other considerations, in the event that the roof requires repair during the life of the Project and the System must be temporarily moved.

The Contractor shall supervise and direct the work, using its best skill and attention. It shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Contract.

The scope of Work under this Project Contract shall include labor, materials, equipment and services and miscellaneous improvement items related to the site as described and specified in the Contract Documents. The scope of Work shall include all other work and items incidental to completion of Work and shall include all modifications and miscellaneous items as shown on Contract Documents or as directed by the Engineer.

The Contractor shall furnish all of the material and perform all of the work as described in these Contract Documents.

II. CONTRACT TIME

The Work must be commenced within five days of the date on which Contractor receives the Notice to Proceed from City, and be completed and fully invoiced, and paid on or before May 1, 2018. Provisions for liquidated damages for failure to comply with the Contract Time are set forth in the General Terms and Conditions. Time is of the essence with respect to this Contract.

III. CONTRACT PRICE

The City agrees to pay to the Contractor the sum of _____ for the System design and installation Work described in the Contract Documents and the sum of _____ for Operations and Maintenance Work
Additional services related to this Contract shall be provided by the Contractor on an as-needed basis as directed by the Town in writing. Such services shall be billed to the City at the per-unit price or hourly rates approved by the City. Except as noted herein, in no event shall the amount billed by the Contractor exceed that amount attributed to the work completed as of the date of the bill.

IV. CONTRACT DOCUMENTS

This Contract and the following enumerated documents form the entire Contract between the City and Contractor and they are fully a part of the Contract as if attached hereto:

A. Request for Bid Proposal and all attachments
B. Bid Proposal and Affidavits
C. General Terms and Conditions
D. Special Provisions
E. Performance Bond

F. Labor and Materials Bond
G. Other Documents Contained within the Bid Specifications
H. Exhibit A MEA Grant Agreement
I. Schedule of work
J. PEPCO Maryland Application Process Steps
K. Exhibit B Warranties

The Bid documents and Project construction schedule submitted by the Contractor are incorporated herein and made a part of the Contract Documents by reference.

V. CAPACITY TO PERFORM

The Contractor represents to the best of its knowledge, information and belief that all equipment and personnel necessary for providing the described services and items will be available as needed.

VI. STATUS OF CONTRACTOR

The Contractor shall perform the services described herein as an independent contractor and not as an employee of the City.

VII. INSURANCE AND INDEMNIFICATION

Contractor will purchase from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in Maryland and maintain during the entire term of this Contract, comprehensive general liability insurance, automobile liability insurance, and workers' compensation insurance with limits of not less than those set forth below. On each policy, Contractor will name the City and MEA as additional insureds, with the exception of the workers compensation insurance, and will provide an additional insured endorsement.

i. Comprehensive General Liability Insurance:
Combined single limit liability insurance with a limit of $2,000,000 each occurrence/aggregate.
All insurance shall include completed operations and contractual liability coverage. Contractor shall obtain builder's risk insurance in an amount appropriate to cover potential losses. The City will not be liable for any damages during construction.
ii. Automobile Liability Coverage: Automobile insurance with a combined limit of $1,000,000 for each occurrence/ aggregate.
iii. Professional Errors and Omissions Insurance. The Contractor shall maintain a policy with limits of not less than $1,000,000 each occurrence/aggregate
iv. Workers' Compensation Insurance: Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance. Contractor shall provide workers' compensation insurance meeting the statutory limits for Maryland and Employers' Liability limits

of $500,000. All corporations are required to provide Workers' Compensation Certificates of Insurance.

Contractor covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Contractor on behalf of the City under this Agreement. Copies of the certificates of insurance and additional insured endorsements for all required coverage shall be furnished to the City and the MEA within ten (10) days following the execution of this contract and prior to commencement of any work. The City and MEA shall receive 30 days prior notice of any amendment, reduction or elimination of the insurance coverage required herein.

Provision of any insurance required herein does not relieve Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded, or for which the Contractor may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the City's immunities or any damage limits applicable to municipal government as provided by law.

The Contractor shall also furnish to the City and MEA a Certificate of Insurance and additional insured endorsement in like amounts for any approved sub-contractor prior to commencement of work in the City.

The required insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Coverage will be primary and noncontributory with any other insurance and self-insurance.

Any special. hazards, such as blasting, shall be covered by a rider or riders to the Public Liability and/or Property Damage Insurance policy or policies to cover any special hazards which may develop in the course of the work with such companies and in such amounts as may be approved by the City.

The Contractor shall indemnify and save harmless the City, and MEA, their officers, agents, servants, and employees, from all suits, actions, and damages or costs of every kind and description arising directly or indirectly out of the performance of the Contract, including attorneys fees, whether caused by actions or omissions on the part of the Contractor, its agents, servants and employees, or to other causes.

VIII. LICENSES, PERMITS, APPLICABLE LAWS

The Contractor will be responsible for obtaining any and all licenses and permits pertaining to the performance of the Work under the Contract. All services and materials provided by the Contractor shall conform to all applicable laws and regulations.

IX. MATERIALS AND STANDARD OF WORK

All Work performed, and material provided, pursuant to this Contract shall be in conformance with applicable standards 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 materials or workmanship shall be rejected and shall be made good by the Contractor at Contractor's expense, notwithstanding that such deficiencies have been previously accepted or were due to no fault of the Contractor. The Contractor will guarantee that materials conform to specifications herein, that the materials will be free from defects, and that the materials are fit for the purpose for which they are intended. All warranties provided by Contractor under this Contract are as set forth exclusively in Exhibit B to this Contract. Further, the Contractor shall, in a manner reasonably acceptable to the City, return to original condition any property disturbed or damaged during the Work.

X. ACCURATE INFORMATION

The Contractor certifies that all information provided in response to the invitation to bid or in response to other requests for information is true and correct. Any false or misleading information is grounds for the City to reject the bid and to terminate this Contract.

XI. PERIODIC AND FINAL INSPECTION

The City and MEA will make periodic inspections of the work through the Project Manager or other representatives. A final inspection of the Work shall be made by representatives of the City and MEA and the Contractor at the end of the Work and cure period to ensure that all requirements have been met. Final acceptance of the Work shall be deemed when the System has passed all final building and electrical inspections ("Acceptance"), and the City will provide a written notice to Contractor upon such Acceptance. Title and risk of loss to all equipment comprising the System shall pass to the City upon Acceptance.

XII. RETAINAGE

The City will pay the Contract Price, less five percent (5%) retainage ("Retainage"), to the Contractor upon Acceptance. The Retainage shall be paid to the Contractor forty-five (45) days after Final Acceptance, or upon completion of the Work items remaining on the punch list, whichever is later. The said Retainage is held as security for performance, including but not limited to receipt from the Contractor of an approval to operate from utilities, and not as liquidated damages and the forfeiture of the Retainage shall not release the Contractor from any liability in excess of the Retainage. In addition, the City shall retain those sums equal to any outstanding unpaid amounts claimed by any suppliers, sub-contractors, or others for labor or materials contributed to the Work.

XIII. PERFORMANCE BOND

The Contractor shall give a Performance and Labor and Materials Bond within ten business (10) days after the date of the full execution and delivery of the Contract. The

Performance Bond shall be in the amount of 100% of the Contract Price attributable to labor, and the Labor and Materials Bond shall be in the amount of 100% of the Contract Price attributable to the materials included in the Project.

XIV. RESTORATION OF PROPERTY

The Contractor, at its own expense, will restore or replace any property displaced or damaged by Contractor as a result of Work performed under this Contract to the condition in which it existed immediately prior to such displacement or damage to the reasonable satisfaction of the City.

XV. TERMINATION FOR DEFAULT

Failure of the Contractor to deliver work, supplies, materials, or services in a timely manner, to correct defective Work or materials, to act in good faith, or to carry out the Work in accordance with Contract Documents within 10 days of the date on which Contractor receives written notice from the City specifying in reasonable detail the nature of Contractor's non-performance, or within 24 hours after receipt of notification concerning a default involving acts or omissions by Contractor agents, servants or employees violating on-site restrictions such as smoking or presence in unauthorized areas, shall constitute a breach of this Contract. In such event, the City may give notice to the Contractor to cease work if the cause for such order has not been eliminated within such 10-day period or 24 hour period as appropriate. Should the Contractor fail to correct such default within such 10-day or 24 hour period, the City may terminate this Contract. This provision shall not limit the City in exercising any other rights or remedies it may have under applicable law.

XVI. TERMINATION FOR CONVENIENCE

The performance of the Work or delivery of services may be terminated in whole or in part at any time upon written notice if the City determines that such termination is in its best interest. The City will be liable only for labor, materials and services furnished prior to the effective date of such termination and for materials and other goods ordered by Contractor or any of its subcontractors prior to Contractor's receipt of such notice for which Contractor or its subcontractor is unable to cancel its order with its suppliers.

XVII. NOTICES

All notices shall be sufficient if delivered in person or sent by certified mail, with proper postage affixed and return receipt requested, by electronic transmission with receipt, by facsimile transmission or by overnight delivery carrier to the parties at the following addresses:

If to City: Scott Somers
City Manager
City of College Park
4500 Knox Road

College Park, MD 20740

If to Contractor:

****

XVIII. ERRORS IN SPECIFICATIONS

The Contractor shall take no advantage of any error or omission in the specifications, and will design and install the System in conformity with the Contract Documents and specifications provided by the City. In the event that Contractor becomes aware of any error or omission in the specifications or Contract Documents that makes it unable to design or construct the System in accordance therewith, it shall promptly notify the City in writing and the parties shall thereafter meet and confer within three (3) Working Days with respect to reaching a mutually agreeable resolution. In the event that the error or omission is due to any act or omission on the part of a party other than Contractor, and Contractor is unable as a result thereof to complete the Work as required under the Contract Documents in a manner that does not increase the Contract Price or change the critical path of the Project schedule, then the resolution of the error or omission shall be considered as a Change Order for Extra Work.

XIX. GOVERNING LAW

This Contract is executed in the State of Maryland and shall be governed by Maryland law without regard to its conflict of laws provisions. The Contractor, by executing this contract, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this Contract.

XX. INTERPRETATION

Any questions concerning conditions and specifications shall be directed in writing to the Project Manager. No interpretation shall be considered binding unless provided in writing to Contractor by the Project Manager. By execution of this Contract, the Contractor certifies that it understands the terms and specifications as set forth in the Contract Documents.

XXI. ATTORNEYS' FEES AND COSTS

The prevailing party as determined by a court of competent jurisdiction shall be entitled to attorney's fees and costs incurred in any actions or claims brought to enforce this Contract, or for damages hereunder.

XXII. SUCCESSORS AND ASSIGNS

This Contract shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. In any event, the Contractor shall not assign any right or obligation under

this Contract without the City's express written consent, which may be withheld in the City's sole discretion.

XXIII. ENTIRE AGREEMENT

This Contract, including exhibits attached hereto and the Contract Documents, constitutes the entire agreement between the City and the Contractor with respect to the subject matter hereof and may only be amended in a writing executed by both parties.

XXIV. NON DISCRIMINATION.

A. The City of College Park is an Equal Opportunity Employer. Discrimination based on race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work is expressly prohibited.

B. The Contractor certifies that it does not discriminate on the basis of race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work. Contractor shall post its non-discrimination policy in conspicuous places.

XXV. EQUAL BENEFITS.

A. Contractor must comply with the applicable provisions of § 69-6 of the City Code. The Contractor shall provide the City Manager, or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with these provisions.

B. Upon request, the Contractor shall provide evidence of compliance with the provisions of § 69-6 of the City Code upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Contractor may not be in compliance with the provisions of this section.

C. The failure of the Contractor to comply with § 69-6 of the City Code will be deemed to be a material breach of the covered contract.

XXVI. SEVERABILITY.

If and for so long as any provision of this Contract shall be deemed to be judged invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other provision of this Contract, except only so far as shall be necessary to give effect to the interpretation of such invalidity, and any such invalid provision shall be deemed severed from this Contract without affecting the validity of the balance hereof.

XXVII. COUNTERPARTS.

The parties may execute this Contract in counterparts, which each such document shall, in the aggregate and when signed by both parties, constitute one and the same instrument; and, thereafter, each counterpart shall be deemed an original instrument as against any party who has signed it. This Contract shall not be valid or enforceable unless and until duly executed by a duly authorized officer of each party.

XVIII. OTHER PAYMENTS; EXPENSES; TAXES.

The City will not be responsible for any cost or expenses of operation of any kind associated with Contractor's provision of services pursuant to this Agreement, except as set out herein. Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder except as set out herein. The parties hereto further agree that the City shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Contractor in connection with the performance of his obligations under this Agreement.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that Contractor, as an independent Contractor of the City, is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Contractor is deemed not to be an independent Contractor by any local, state or federal governmental agency, Contractor agrees to indemnify and hold harmless the City for any and all fees, costs and expenses, including, but not limited to, attorneys' fees incurred thereby.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2017.

WITNESS: CITY OF COLLEGE PARK

_____ By:_____

Janeen S. Miller, CMC, City Clerk Scott Somers, City Manager

WITNESS: CONTRACTOR

_____

By:_____
Name:
Title:

Approved as to form and legal sufficiency

_____
Suellen M. Ferguson,
Attorney for the City of College Park