

**Invitation to Bid #25-001
Main Library Roof Replacement**



**Due Date: June 27, 2025
10:00 A.M. (Local Time)**



6 N Second St., Oakland, MD 21550
Phone: (301) 334-3996 Fax: (301) 334-4152
Thomas Vose, Director: thomas@relib.net

INVITATION TO BID MAIN LIBRARY ROOF REPLACEMENT

The Board of Trustees of the Ruth Enlow Library of Garrett County will accept sealed bids for roof replacement at the Main Library, 6 N Second St., Oakland, Maryland. The work includes removing the original EPDM roof and replacing with a new TPO roof system as specified.

Bid documents and specifications may be obtained in person at the Main Library at the above address. A copy of the bid documents can also be downloaded from the Library's web site at <https://www.relib.net/rfp>. Inquiries may be made by calling Thomas Vose, Director at (301) 334-3996 x.0102.

Sealed bids must be submitted to Thomas Vose at the Oakland Library, 6 N Second St., Oakland, MD 21550 on or before 10:00 AM Friday, June 27, 2025 (local time). Sealed bids will be publicly opened and read aloud at 2:00 P.M. on June 27, 2025. All bidders are required to submit two (2) copies of their bid documents at the time of submission. All bids submitted should be enclosed in a sealed envelope and should be clearly marked "Main Library Roof Replacement Bid" on the outside of the envelope. Any bids received after the time due will not be considered for award and shall be retained as documentation for the bid file.

The Board of Trustees of the Ruth Enlow Library of Garrett County reserves the right to accept or reject any or all bids, to cancel this invitation to bid and to waive technicalities in any part deemed to be in the best interest of the Board or the Ruth Enlow Library of Garrett County.

By Order of the Board

Thomas Vose
Director
Ruth Enlow Library of Garrett County

SIGNATURE TO BIDS

Note: When submitting your Bid, please use this page as a cover sheet.

Each Bid must show the full business address and telephone number of the Bidder and be signed by the person legally authorized to sign Contracts. All correspondence concerning the Bid and Contract, including Notice of Award, copy of Contract and Purchase Order, will be mailed or delivered to the address shown on the Bid in the absence of written instructions from the Bidder or Contractor to the contrary. Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the Bid as agent shall file satisfactory evidence of his/her authority to do so.

All documents, materials, or data developed as a result of this Contract are the Library's property. The Library has the right to use or reproduce any documents, materials, data, including confidential information, used in or developed as a result of this Contract. The Library may use this information for its own purposes, or use it for reporting to Federal Agencies. The Contractor warrants that it has title or right of use all documents, materials, or data used or developed in connection with this Contract. The Contractor must keep confidential all documents, materials, and data prepared or developed by the Contractor and supplied by the Library. All erasures and/or changes shall be initialed by the individual making modifications to the proposal.

Bidder must sign here and return this page and the proposal page in addition to submitting any documents called for by the General Bid Conditions and Specifications.

By signing here, Bidder does hereby attest that he/she has read fully the instructions, conditions and general provisions and does understand them and will furnish and deliver all labor and materials in accordance with the specifications for the price as listed on the proposal sheet(s).

Company: _____

Address: _____

**Authorized
Signature:** _____

Title: _____

Phone No.: _____

Date: _____

Bidder acknowledges receipt of addenda(s), if any, by initialing the following:

Addenda #1 _____ **Addenda #3** _____

Addenda #2 _____ **Addenda #4** _____

____ Please check here if you do not wish to remain on our Bidder's List for this category.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

CONSTRUCTION CONTRACTS

The general rules and conditions which follow, along with all other documents consisting of the “Bid Package”, apply to all purchases and become a definite part of the formal Invitation to Bid, Purchase Order, or other award issued by the Library, unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting Bids; failure to do so will be at the Bidder’s own risk and they cannot secure relief on the plea of error. Bidders are advised that all costs related to preparing and/or submitting a Bid or Proposal shall be borne by the Bidder.

Satisfactory evidence of the authority to bind the firm by the person signing the Bid shall be included when submitted by partnerships or corporations. Anyone signing a Bid as an agent shall include evidence of their authority to do so.

Subject to State and County Laws and all rules, regulations, and limitations imposed by legislation of the Federal Government, Bids on all advertisements and invitations issued by the Library will bind Bidders to applicable conditions and requirements set forth herein unless otherwise specified in the Invitation to Bid. Should there be a conflict in State Law, State of Maryland Law shall prevail.

Should there be a conflict between the General Bid Conditions and the Supplemental Bid Conditions (if any), the Supplemental Bid Conditions shall prevail.

GENERAL CONDITIONS OF BIDDING

- 1. Proposal Forms:** Bids shall be submitted only on the forms provided by the Library. The Bidder shall retain one copy for their files and submit two copies, unless requested otherwise, with original signatures and sealed to the Library for that purpose. **Facsimile Bids will not be accepted.**
- 2. Late Bids:** Formal Bids, amendments thereto, or requests for withdrawal of Bids received by the Library after the time specified for Bid opening will not be considered for award and shall be retained as documentation for the bid file.
- 3. Withdrawal of Bids:** A written request for the withdrawal of a Bid or any part thereof may be granted if the request is received by the Library prior to the specified time of opening.
- 4. Mailing of Bids or Courier Delivery Service:** The Board of Trustees of the Ruth Enlow Library assumes no responsibility for the deliverance of mailed or courier delivered Bids. Please be advised that Garrett County may not have guaranteed next morning courier service delivery in this area depending on which courier service is utilized.

5. **Completeness:** All information required by the Invitation to Bid must be supplied to constitute a proper Bid. The Library will not be responsible for the premature opening of Bids if not properly addressed, or identified.
6. **Bids Binding 90 Days:** Unless otherwise specified all formal Bids submitted shall be binding for ninety (90) calendar days following Bid opening date, unless the Bidder, upon written request to the Library, agrees to an extension.
7. **Conditional Bids:** Qualified Bids are subject to rejection in whole or in part.
8. **Payment Terms:** Term discount of less than twenty (20) days will not be considered. In connection with any prompt payment discount offered, time will be computed from date of receipt of correct invoice or receipt and acceptance of shipment, whichever is later.
9. **Bids for All or Part:** Unless otherwise specified by the Library or by the Bidder, the Board of Trustees of the Ruth Enlow Library of Garrett County reserves the right to make award on all items, or on any of the items according to the best interests of the Library. Bidders may restrict their Bid to consideration in the aggregate by so stating, but shall name a unit price on each item Bid upon; any Bid in which the Bidder names a total price for all the items without quoting a price for each and every separate item, may be rejected at the option of the Library.
10. **Errors in Bids:** When an error is made in extending total prices, the unit Bid price will govern. Carelessness in quoting prices, or in preparation of Bid otherwise, will not relieve the Bidder from his submitted Bid. Erasures or changes in Bids must be initialed.
11. **Questions:** Any information relative to interpretation of the General Bid Conditions, specifications and drawings shall be directed to Library. Questions regarding the bid should emailed to the Director of the Ruth Enlow Library at thomas@relib.net, in ample time before the opening of Bids. The Director will formally respond to questions via addendums to the bid. Please be advised that questions will be entertained until 2:00 P.M. on June 25, 2025 unless otherwise changed by addendum. Questions asked after this time will not be formally answered. Any interpretation made to prospective Bidders, will be issued in the form of a written addendum to the specifications, which, if issued, will be sent to all prospective Bidders. Verbal explanations or instructions given by a Library employee to an Offeror in regards to a solicitation will not be binding on the Library.
12. **Response to Invitation:** In the event you cannot submit a Bid on our requirements, as set forth in the "Invitation to Bid", please return the Bid with an explanation as to why you are unable to Bid on these requirements.
13. **Multiple Bids:** No Bidder will be allowed to offer more than one price on each item even though they may feel that two or more types or styles of that item will meet the present specifications. Bidders must determine for themselves which to offer. If said

Bidder should submit more than one price on any item, all prices for that item may be rejected at the discretion of the Library.

- 14. Taxes:** The Library is exempt from the State of Maryland Sales Tax and Use Tax by Certificate No. 30001193. However, please be advised that our tax exemption status does not transfer to the successful contractor. Contractors should include taxes in their bid prices.
- 15. Catalogs:** Each Bidder shall submit where necessary or when requested by the County, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, finishes and the like necessary to fully describe the material or work they propose to furnish.
- 16. Competency of Bidder:** No proposal will be accepted from or Contract awarded to any person, firm or corporation that is in arrears or is in default to Garrett County upon any debt or Contract, or that is a defaulter, as surety or otherwise, upon any obligation to said County, or had failed to perform faithfully any previous Contract with the County or Library. The Bidder, if requested, must present within forty-eight (48) hours evidence satisfactory to the Library of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and Contract documents.

The Contractor shall actively cooperate in all matters pertaining to the proper compliance of this Contract and shall come to the Library whenever requested in connection with the performance of this Contract.

The Contractor shall inform the Library of any or all circumstances which may impede the progress of the work or inhibit the performance of the Contract, including, but not limited to: bankruptcy, dissolution or liquidation, merger, sale of business, assignment, etc.

The Library may examine the Contractor's and any first-tier Subcontractor's records to determine and verify compliance with the Contract. The Contractor and any first-tier Subcontractor must grant the Library access to these records as well as Federal and State authorities, if applicable, at all reasonable times during the Contract term. The Contractor must include the preceding language of this paragraph in all first-tier Subcontracts.

BID DEPOSIT

- 17. Bid Bond or Cashier's Check:** When required on the Bid cover sheet, each Bid shall be accompanied by a Bid bond signed by a surety company licensed to do business in the State of Maryland, or by cashier's check, certified check or Treasurer's check drawn on a responsible bank doing business in the United States in the amount of five percent (5%) of the total Bid and shall be made payable to the Ruth Enlow Library of Garrett County. When computing the amount of the Bid for Certified Check

purposes, do not deduct for trade-ins. U.S. Postal Money Orders are acceptable in lieu of certified checks.

18. Performance/Labor and Materials Bond: The successful Bidder or Bidders on this Bid may be required to furnish the required bonds as indicated on the Bid cover, which shall be payable to the Ruth Enlow Library of Garrett County, prepared on an approved form, as security for the faithful performance of his Contract, within ten (10) days of their notification that their Bid has been accepted. The surety thereon must be with such surety company or companies as are authorized or licensed to transact business in the State of Maryland. Attorneys in fact who sign bonds must file with each bond a certified copy of their power of attorney to sign bonds. The successful Bidder or Bidders upon failure to furnish within ten (10) days after their notification the required bonds shall forfeit said bonds to the Board of Trustees of the Ruth Enlow Library of Garrett County as liquidated damages. The Performance Bond shall be in the amount of one hundred percent (100%) of the Contract price covering faithful performance of the Contract; and the Labor and Materials Payment Bond shall be in the amount of one hundred percent (100%) of the Contract price as security for payment of all persons performing labor and furnishing materials in connection therewith.

19. Samples: The Library reserves the right to retain or destroy the samples submitted for the purpose of evaluation and will be free from any redress or claim on the part of the Bidder or Contractor if any samples are lost or destroyed.

Upon notification by the Library that a sample is available for pickup, it shall be removed within thirty (30) days at the Bidder's expense or the Library shall dispose of same as its discretion.

Bidders shall make all arrangements for delivery of samples to the place designated, as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the Bidder.

All sample packages shall be marked "Sample for Ruth Enlow Library" and each sample shall bear the name of the Bidder, item number, Bid number, and shall be carefully tagged and marked in a substantial manner. Failure of the Bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of Bid.

20. Trade Names: In cases where an item is identified by a manufacturer's brand name, trade name, catalog number, or reference, it is understood that the Bidder proposes to furnish the item identified and does not propose to furnish an "equal" unless the proposed "equal" is definitely indicated by the Bidder in his proposal.

The reference to the above catalog is intended to be descriptive but not restrictive and only to indicate to the prospective Bidder items that will be satisfactory. Bids on varying makes and catalogs will be considered, provided each Bidder clearly states in his proposal exactly what he proposes to furnish, and forwards with his Bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the item covered by his Bid.

The Library hereby reserves the right to approve as an equal, or to reject as not being equal, any item the Bidder proposes to furnish which contains major or minor variations from specification requirements but may comply substantially therewith.

If no particular brand, model, or make is specified, and if no data is required to be submitted with the Bid, the successful Contractor after award and before manufacture or shipment, may be required to submit working drawings or detailed descriptive data sufficient enough to enable the Library to judge if each requirement of the specifications is being complied with.

21. Formal Specifications: The Bidder shall abide by and comply with the true intent of specifications and not take advantage of any unintentional error or omission, but shall fully accept every part as the true intent and meaning of the specifications and drawings. Whenever mention is made herein, of any item, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to meet or exceed specifications requirements and current established noise levels for specific equipment, materials, and/or services being furnished under this Contract.

All deviations from the specifications must be noted in detail by the Bidder, in writing, at the time of submittal of the formal Bid. The absence of a written list of specification deviations at the time of submittal of the Bid will hold the Bidder strictly accountable to the Library to the specifications written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment delivered.

AWARD

22. Award or Rejection of Bids: The Contract will be awarded to the lowest responsive and responsible Bidder complying with all the provisions of the Invitation, provided the Bid price is reasonable and it is advantageous to the Library to accept it. The Board of Trustees of the Ruth Enlow Library of Garrett County or its authorized agent reserves the right to reject any or all Bids and to waive any informality or deficiency in Bids received whenever such rejection or waiver is in the best interest of the Library. The Board of Trustees of the Ruth Enlow Library of Garrett County also reserves the right to reject the Bid of a Bidder who has previously failed to perform properly or complete on time Contracts of a similar nature, or the Bid of the Bidder whose investigation shows is not in a position to perform the Contract.

In determining responsibility, the following other qualifications, in addition to price, will be considered by the Library.

- a. The ability, capacity and skill of the Bidder to perform the service required.
- b. The character, integrity, reputation, judgment, experience and efficiency of the Bidder.

- c. The quality of performance of previous Contracts or services.
- d. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or service.
- e. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service.
- f. The quality, availability and adaptability of the supplies, or services, to the particular use required.
- g. The ability of the Bidder to provide future maintenance and service for the use of the subject of the Contract.
- h. Whether the Bidder is in arrears to Garrett County on a debt or Contract or is a defaulter on surety to Garrett County.
- i. Such other information as may be secured having a bearing on the decision to make the award.

In determining a Bidder's responsiveness, the Library will consider material deviations from the advertised specifications which materially affect price, quantity, quality or limit the Bidder's liability.

23. Notice of Acceptance: A written award (or acceptance of Bid) mailed (or otherwise furnished) to the successful Bidder within the time for acceptance specified in the Invitation to Bid shall be deemed to result in a binding Contract without further actions by either party. The Bid with respect to all items accepted and all papers accompanying same, the specifications, the instructions to Bidders, the general conditions and other papers and documents referred to in any of the foregoing shall constitute the formal Contract, unless otherwise specified, between the Bidder and the Board of Trustees of the Ruth Enlow Library of Garrett County.

24. Tie Bids: If two or more Bidders submit identical Bids and are equally qualified, the decision of the Library to make award to one or more of such Bidders shall be final. Selection may be made by drawing lots. Cash discounts when twenty (20) days or longer are allowed for payment may be taken into consideration in determining award.

25. Bid Protest: For the purpose of this Section, the following words have the meanings indicated:

- 1. Interested party means an actual or prospective Bidder, Offeror, or Contractor that may be aggrieved by the solicitation or Award of a Contract, or by the protest.

2. Protestor means any actual or prospective Bidder, Offeror, or Contractor who is aggrieved in connection with the solicitation or the Award of a Contract and who files the protest.
3. Filed means receipt by the Ruth Enlow Library of Garrett County.

An Interested Party may protest to the Ruth Enlow Library of Garrett County the Award or the Proposed Award of a Contract for supplies, services or construction. The protest shall be in writing and addressed to the Director. Protests based upon alleged improprieties of any type in solicitations which are apparent before Bid opening or the closing date for receipt of initial proposals shall be filed prior to said closing date, all other cases Bid protests shall be filed no later than seven (7) calendar days after the basis for protest is known or should have been known, whichever is earlier. Any protest filed after the time limit prescribed above shall not be considered.

a.) The written protest shall include as a minimum the following:

1. The name and address of the Protestor.
2. Appropriate identification of the procurement, and if Contract had been awarded, its number, if known.
3. A statement of reasons for the protest.
4. Supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.

The Director may submit a copy of the protest to the Library's Attorney upon receipt of the protest.

b.) Any additional information requested of the Protestor by the County shall be submitted within five (5) days after receipt of notification in order to expedite consideration of the protest. Failure to comply with the request for information by the Library may result in a resolution of the protest without consideration of any information which is untimely filed pursuant to such request.

Upon written request, the Library shall make available to any interested party information submitted that bears on the substance of the protest except when information is proprietary or otherwise permitted or required to be withheld by law or regulation.

A decision on a protest will be made by the Library in writing as expeditiously as possible after receiving all relevant, requested information. Before issuance, the decision of the Library shall be reviewed by the Library's Attorney.

A written decision on the protest shall be made expeditiously by the Board of Trustees of the Ruth Enlow Library of Garrett County and deemed the final action on the protest.

CONTRACT PROVISIONS

- 26. Contract Alterations:** No alterations or variables in the terms of a Contract shall be valid or binding upon the Library unless made in writing and signed by the Board of Trustees of the Ruth Enlow Library of Garrett County or its authorized agent.
- 27. Subletting of Contract:** It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of their Contract or their rights, title or interest therein, or their power to execute such Contract, to any other person, firm or corporation, without the previous written consent of the County, but in no case shall such consent relieve the Contractor from their obligations, or change the terms of the Contract.
- 28. Default:** The Contract may be canceled or annulled by the Board of Trustees of the Ruth Enlow Library of Garrett County in whole or in part by written notice of default to the Contractor upon non-performance or violation of Contract terms. An award may be made to the next lowest responsible Bidder, or, items specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the Library for costs to the Library in excess of the defaulted Contract prices: Provided, that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause. Failure of the Contractor to deliver materials or services within the time stipulated on their Bid, unless extended in writing by the Library, shall constitute Contract default. In the event that the Bidder exempted from posting a Bid or Performance Guarantee fails to execute and perform any Contract awarded to him, he shall forfeit the right to Bid on any future Library Contract for a period of time determined by the Library and he shall be liable for any costs incurred by the Library as a result of his default.
- 29. Delivery Failures:** Failure of a Contractor to deliver within the time specified, or within reasonable time as interpreted by the Library, or failure to make replacements of rejected items when so requested, immediately or as directed by the Library, shall constitute authority for the Library to purchase in the open market items of comparable grade to replace the items rejected or not delivered. On all such purchases, the Contractor shall reimburse the Library, within a reasonable time specified by the Library, for any expense incurred in excess of Contract prices or the Library may deduct such amount from monies owed to the defaulting Contractor. Such purchases shall be deducted from Contract quantities.

The Library reserves the right to charge the Contractor fifty dollars (\$50.00) per calendar day for materials and/or equipment Contracts and one hundred fifty dollars (\$150.00) per calendar day for construction and/or service Contracts, unless otherwise specified in the Contract documents, for every day materials, equipment, and/or services are not delivered in accordance with the delivery schedule. The per day charge may be invoked at the discretion of the Library, said sum is to be taken as liquidated damages to be deducted from payment(s) and/or charged back to the Contractor.

- 30. Non-Liability:** The Contractor shall not be liable for damages in delay on shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of

God, act of government, or by any other circumstances which, in the Library's opinion, is beyond the control of the Contractor. Under the circumstances, however, the Library may, at its discretion, cancel the Contract.

31. Non-Discrimination: No Contractor who is the recipient of Library funds, or who proposes to perform any work or furnish any goods under this agreement shall discriminate against any worker, employee or applicant or any member of the public because of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, gender identity, disability, or genetic information., nor otherwise commit an unfair employment practice. Contractor further agrees that this article shall be incorporated by Contractor in all Contracts entered into with suppliers of materials or services. Contractors and Subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Contract.

32. Guarantee: All work, supplies, and/or materials and requirements described in the specifications including modifications thereto which may be in accordance with the direction and/or approval of the Library shall be guaranteed/warranted for a period of one (1) year from the date of final acceptance by the Library as follows, unless indicated otherwise in this Contract:

- 1.) Against all faulty or imperfect materials and/or equipment and against all imperfect, careless and/or unskilled workmanship.
- 2.) Against injury or undue deterioration from proper and usual use of the good and/or services.
- 3.) Remove and replace with proper materials, equipment, and/or services and re-execute, correct or repair, without cost to the Library, any materials, equipment, and/or services found to be improper, imperfect, defective or fails to perform as specified.
- 4.) Make good all damage caused to other work, materials and/or equipment due to such required removal, replacement and/or re-execution.
- 5.) Shall comply with any and all guarantee/warranties of whatever nature referred to in other portions of the Contract specifications.

Any warranties whether expressed or implied shall not reduce the risk of the sellers/manufacturers obligation to the Library against latent defect which may be found during the rated life of the supplies and/or materials and requirements described in the specifications including any approved modifications.

DELIVERY PROVISIONS

33. Responsibility for Materials Shipped: The Contractor shall be responsible for the materials or supplies covered by Contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after

notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery.

Upon failure to do so within ten (10) days after the date of notification, the Library may return the rejected materials or supplies to the Contractor at the Contractor's own risk and expense, or dispose of them as its own property.

Any hazardous substances as defined under the Department of Labor Occupational Safety and Health Standards for General Industry (29-CFR-1910.1200) and State of Maryland Law and Regulations on "Access to Information About Hazardous and Toxic Substances" MDSH Article 89, Section 28-49-D being delivered to Garrett County as a result of this Invitation to Bid shall be accompanied by a current "Material Safety Data Sheets" or the respective item may not be accepted.

Delivery will be required to be made to the receiving area or place designated in the specifications or proposal form. All prices must be FOB Delivery. The weight, count, measure, etc., will be determined at the points of delivery. The Contractor will be required to furnish proof of delivery in every instance. Bulk materials are to be placed on skids or pallets.

The cost of testing a representative sample of an order or shipment for acceptance shall be borne by the Board of Trustees of the Ruth Enlow Library of Garrett County, except, if the order and shipment is rejected for failure to meet the requirements of the specifications or purchase description, the cost of testing will be charged to the Contractor.

No charge will be allowed for cartage on packages unless by special agreement, in writing, by the Library.

34. General Guaranty: Contractor agrees to:

- a. Save the Library, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the Contract which the Contractor is not the patentee, assignee, licensee or owner.
- b. Protect the Library against latent defective material or workmanship and repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and repair damages of any kind, to the building or equipment, to their own work or to the work of other Contractors, for which their worker is responsible due to negligence in the course and scope of the employment.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County and State of Maryland.

- 35. Indemnification:** The Contractor shall indemnify and hold harmless the Board of Trustees of the Ruth Enlow Library of Garrett County, hereinwith the Library, and its officials, agents and employees from and against any and all liabilities, judgments, settlements, losses, costs or charges, including attorney fees, as a result of any claim, demand, action, or suit relating to any bodily injury, sickness or disease, including death, loss or property damage or destruction caused by, arising out of, related to or associated with this work by the firm and its members, officers, agents, employees, subcontractors, or invitees. The Library may require that the firm produce evidence of settlement of any such action prior to issuance of final payment responsibility to indemnity, keep and save harmless and defend the Library as herein provided.
- 36. Collusive Bidding:** The Bidder certifies that his Bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a Bid for the same project, without unlawful prior knowledge of competitive prices, as in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
- 37. Identical Bidding:** All identical Bids submitted to the Library as a result of advertised procurement for materials, supplies, equipment or services exceeding ten thousand dollars (\$10,000) in total amount shall, at the discretion of the Library, be reported to the Attorney General of the United States.
- 38. Officers Not To Benefit:** No member of the Board of Trustees of the Ruth Enlow Library of Garrett County, or members of his or her immediate family, including spouse, parents, children, or any person representing any member or members of the elected governing body shall receive or be promised, directly or indirectly, any financial benefit, by way of fee, political contribution, or any other similar form or remuneration and/or on the account of prerequisite to payment pursuant to the terms of this Contract, there will be furnished to the Requestor, under oath, answers to any interrogations related to their knowledge whether it be an officer, director, partner, or any of its employees directly involved in obtaining Contracts with the State, or any County or other subdivision of the State, has not been convicted of bribery, or conspiracy to bribe under the laws of any State or Federal Government. Any Contract made or entered into where it is discovered that violation of the intent of this provision exists shall be declared null and void and all monies received by the Contractor shall be returned to the Library.
- 39. Insurance:** Liability insurance on all major divisions of coverage for each and every Contractor at his/her own expense will be required for the length of the Contract. The Contractor acknowledges that failure to obtain such insurance on behalf of the Board of Trustees of the Ruth Enlow Library of Garrett County constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Library. The Contractor is required to provide the Library with a Certificate of Insurance with an Additional Insured Endorsement naming: **The Board of Trustees of the Ruth Enlow Library of Garrett County, 6 N Second Street, Oakland, MD 21550** as *Additional Insured and Certificate Holder* prior to the commencement of any work or use of Library facilities. Additionally insured does

not apply to Professional Liability or Workers Compensation/Employers Liability. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the Library.

The Bidder shall take out and maintain during the life of any Contract adequate Workmen's Compensation insurance for all his/her employees employed at the site of the project, and in case any work is sublet, the Bidder shall require the Subbidder/Subcontractor similarly to provide Workmen's Compensation Insurance by the latter's employees, unless such employees are covered by the protection afforded by the Bidder.

The Bidder shall at all times indemnify and hold harmless the Library of and from all claims for Workmen's Compensation which may be made by any of the employees of the Bidder or by any of the employees of any Subbidder to whom the Bidder may have let the performance of any part of the work embraced by any Contract. The Bidder will appear for and defend the Library against any and all such claims.

Each Contractor agrees to assist in every manner possible in the reporting and investigating of any accident, and upon request, agrees to cooperate with all interested insurance carriers in the handling of any claims by securing and giving evidence and obtaining the attendance of witnesses as required for any claim or suit.

In the event the Contractor utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor will be required to provide insurance to the Contractor of the same type or types and to the same extent of coverage as that provided by the Contractor. The Contractor agrees to obtain certificates from the Subcontractor evidencing such coverage and produce evidence upon the Library's request. All insurance required of the Subcontractor shall name the **Board of Trustees of the Ruth Enlow Library of Garrett County** as an ***Additional Insured*** for all those activities performed within its contracted activities for the contract as executed.

A Certificate of insurance will be required of a Vendor for the term of the Contract. The Vendor shall provide the Certificate of Insurance to the Library within ten (10) calendar days after receiving a request for it. Failure to provide an acceptable Certificate of Insurance within the time frame stated above will cause to terminate the Contract(s).

Certificate of Insurance shall provide that there will be no cancellation or reduction of coverage without thirty (30) days prior written notice to the Board of Trustees of the Ruth Enlow Library of Garrett County. Contractor's certificates including additional insured endorsement shall be furnished for two (2) years following the completion of the project. If a policy does expire during the life of the Contract, a renewal certificate must be sent to the Library fifteen (15) days prior to the expiration date. Failure to maintain or renew coverage or to provide evidence of renewal may be treated as a material breach of contract.

A table showing the amount and types of coverage required, depending on the value of the Contract, is included with this Packet.

40. Filing of Political Contribution Report: Per the Campaign Finance Reform Act of 2013, Contractors awarded a single contract of \$200,000 or more must file certain campaign finance-related disclosures with the State Board of Elections. Garrett County Government is required to certify that contractors have filed the requisite disclosure and if the contractor fails to file, the County is required to notify the State for additional information. Please refer to www.elections.state.md.us/campaign_finance/disclosure_of_contributions.html and business.disclosure.elections.maryland.gov

41. Securing Labor: Contractor(s), insofar as possible, shall secure labor through the Workforce Development Division of the Maryland Department of Labor, Licensing and Regulation. The Maryland Job Service Office in Garrett County is located at 221 South Third Street in Oakland, Maryland.

SUPPLEMENTAL PROVISIONS

42. Corporation Registration (For Contracts \$100,000 or Greater): Whenever required by law, business entities not organized under the laws of the State of Maryland must be registered with the State Department of Assessments and Taxation, 301 W. Preston Street, Baltimore, Maryland, 21201 (“SDAT”) before doing any business in this State.

All Bidders that are business entities must be and present evidence that they are in good standing with SDAT.

43. Material Safety Data Sheets: If goods provided to the Library contain any ingredients that could be hazardous or injurious to a person’s health, a Material Safety Data Sheet (“MSDS”) must be provided to the Main Library, 6 N Second St., Oakland, Maryland 21550 by the successful Bidder. A list of chemicals by product name and manufacturer shall be provided with relation to this contract. This requirement applies to any goods used by the successful Bidder when providing a service to the Library.

44. Law and Regulations: The Successful Bidder must comply with all applicable Federal, State, and local laws and ordinances.

45. Termination Process: Termination for Convenience:
Notwithstanding anything contained herein, the Library may terminate this Agreement anytime, in whole or in part, without showing cause by providing thirty (30) days written notice to the Successful Bidder. The Library shall pay all reasonable costs incurred by the Successful Bidder up to the date of termination. The Successful Bidder shall not be reimbursed for any anticipatory profits which have not been earned to the date of termination.

Termination for Cause: Notwithstanding anything contained herein, if the Successful Bidder fails to fulfill its obligation under this Agreement properly and on time or

otherwise violates any provision of this Agreement, the Library may terminate this Agreement by written notice to the Successful Bidder. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished goods or services provided by the Successful Bidder shall, at the Library's option, become the Library's property. The Library shall pay the Successful Bidder fair and equitable compensation for satisfactory performance prior to receipt of notice of termination less the amount of damages caused by the Successful Bidder's breach. If the damages are more than the compensation payable to the Successful Bidder, the Successful Bidder shall remain liable after termination, and the Library may take all steps necessary to collect damages.

- 46. Conditions for Purchasing Elsewhere:** Should the Successful Bidder fail to perform as specified, in accordance with the terms and conditions specified herein, the Director shall then have the right to procure goods and services in the open market or by contract, in which event the additional costs of such goods or services above the Contract price shall be charged against the Successful Bidder, and may be deducted from any funds payable or which may become payable to the Successful Bidder.

The Director may reject, at their sole discretion, any goods or services ordered from the Successful Bidder if they are delivered or performed subsequent to the placement of orders elsewhere.

- 47. Signatures Required for Legal Entities:** Only certain persons are authorized to sign documents on behalf of legal entities. Without the correct signature(s), a document shall not be legally binding. Please use the chart below to determine which persons are authorized by law to sign documents and when to ask the document signer to show proof of authority to sign.

TYPE OF LEGAL ENTITY:

Company/Corporation or Professional Service Corporation (<i>"Inc.," "Co.," "Corp.," "Ltd.," "P.C.," "Chartered," "Chtd.," "Professional Association," "P.A."</i>)	NO PROOF NEEDED IF SIGNED BY: President or Vice President	IF SIGNED BY SOMEONE ELSE, ENTITY MUST PROVIDE: By-Laws, Articles of Incorporation, or a Corporate Resolution
Partnerships	NO PROOF NEEDED IF SIGNED BY: Partner	IF SIGNED BY SOMEONE ELSE, ENTITY MUST PROVIDE:

		Statement of Partnership Authority
Limited Partnerships (<i>"L.P."</i>)	NO PROOF NEEDED IF SIGNED BY: General Partner	IF SIGNED BY SOMEONE ELSE, ENTITY MUST PROVIDE: Certificate of Limited Partnership
Limited Liability Company / Corporation (<i>"LLC" or "LC"</i>)	PROOF ALWAYS NEEDED	ENTITY MUST PROVIDE: Operating Agreement of the LLC
Religious Corporations and Churches	PROOF ALWAYS NEEDED	ENTITY MUST PROVIDE: By-Laws, Articles of Incorporation, or Corporate Resolution
Limited Liability Partnerships and Limited Liability Limited Partnerships (<i>"L.L.P." or "LLLP"</i>)	PROOF ALWAYS NEEDED	ENTITY MUST PROVIDE: Certificate of Limited Liability Partnership and Partnership Agreement or Statement of Partnership Authority

Note: This chart does not cover unincorporated associations.

48. Certification Regarding Debarment, Suspension Ineligibility and Voluntary

Exclusion: The bidder/Offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

49. Safety: All contractors, subcontractors and vendors performing services for the Library are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also all contractors, Subcontractors and vendors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract. Contractors and Vendors shall produce upon request of the Library copies of any safety plans, policies, procedures, training records, OSHA 300 logs or any other related safety documentation.

50. Form W-9 Required for Taxpayer Identification Number and Certification:

After authorization to proceed or contract awarded, the successful bidder/contractor shall be required to provide a completed copy of Form W-9 Request for Taxpayer Identification and Certification. This form shall be mailed to:

Nicole McCullough, Executive Assistant
Ruth Enlow Library of Garrett County
6 N Second St.
Oakland, MD 21550

This form shall be received by the Library prior to the Library executing contract documents. A copy of the W-9 Form and General Instructions are included at the end of this document for your use.

A W-9 Form shall be required for the following:

Rentals or lease of office space
Machine rentals
Medical or health care services
Professional Services

- Attorneys
- Accountants
- Engineers
- Auditors
- Etc.

Contractors

- Construction
- Snow Removal
- Mowing
- Maintenance

A W-9 Form shall NOT be required for the following:

Contracts for merchandise/commodities only

51. Federal Trade Commission Identity Theft (Red Flags) Rule: Pursuant to 16 CFR § 681.1, all contractors, subcontractors and vendors performing services for the County are required to comply with all Federal Trade Commission (FTC) red flag rules to detect, prevent and mitigate identity theft.

**INVITATION TO BID #25-001
MAIN LIBRARY ROOF REPLACEMENT**

AFFIDAVIT

On behalf of _____, I do solemnly declare and affirm, under penalty
(Contractor/Bidder/Offeror)
of perjury, that to the best of my knowledge, information, and belief:

1. Neither _____, nor any of its officers, directors, or partners, or any
(Contractor/Bidder/Offeror)

of its employees who are directly involved in obtaining or performing contracts with the State of Maryland, a unit of the State (as defined in '16-101 of the State Finance and Procurement Article of the Maryland Annotated Code), or a local governmental entity in the State, has:

(a) been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any State or of the Federal Government;

(b) been convicted under a State or Federal law or Statute of any offense enumerated in '16-203 of the State Finance and Procurement Article of the Maryland Annotated Code; or

(c) been found civilly liable under a State or Federal Antitrust Statute as provided in '16-203 of the State Finance and Procurement Article of the Maryland Annotated Code.

2. _____ shall not knowingly enter into a contract with a public
(Contractor/Bidder/Offeror)

body under which a person or business debarred or suspended under Title 16, Subtitle 3 of the State Finance and Procurement Article of the Maryland Annotated Code will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

3. Neither _____, nor any employee or representative of
(Contractor/Bidder/Offeror)

(Contractor/Bidder/Offeror)

(a) agreed, conspired, connived, or colluded to produce a deceptive show of competition in the preparation of the bid or offer being submitted; or

(b) has in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the price of the bid or proposal of any Bidder or offer of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the bid or offer is submitted

Contractor/Bidder/Offeror: _____

By: _____

Title: _____

Date: _____

Subscribed and sworn to before me, a Notary Public of the State of _____, County
or City of _____, this _____ day of _____, 2025.

(Notary Public)

My Commission Expires: _____

**Insurance Requirements for
Board of Trustees of the Ruth Enlow Library of Garrett County**

General Liability Insurance: Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations and, if necessary, **Commercial Umbrella Insurance** .

Minimum Limits

\$1,000,000	Each Occurrence
\$1,000,000	Products & Completed Operations
\$1,000,000	Personal Injury and Advertising Injury
\$2,000,000	Annual Aggregate
\$1,000,000	Fire Damage
\$5,000	Medical Expense Each Person
\$100,000	Medical Expense Each Occurrence

Automobile Liability Insurance: Coverage sufficient to cover owned, hired and non-owned coverage, including bodily injury, per person and occurrence and property damage per occurrence.*

Minimum Limits

\$1,000,000	Combined Single Limit
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**Required for all contracts EXCEPT architectural design, review and/or engineering services and planning, research and/or policy projects.*

Statutory Workers Compensation and Employer's Liability Insurance: Workers Compensation Coverage shall meet statutory limits as required by the State of Maryland or other applicable laws and Employers' Liability Insurance as follows.*

Minimum Limits

\$500,000	Each accident for bodily injury by accident
\$500,000	Policy limit for bodily injury by disease and
\$500,000	Each employee for bodily injury by disease

**Workers' Compensation and Employer's Liability Insurance is required for all contracts who has employees or subcontractors.*

Professional Liability Insurance: Coverage for errors, omissions, and negligent acts per claim and aggregate, with one year discovery period.*

Minimum Limits

\$1,000,000	Each Occurrence
\$5,000	Deductible

**Required for all Professional Service Contracts ONLY including but not limited to architectural design, review and/or engineering services.*

Pollution Liability Insurance: Coverage for bodily injury, property damage, defense, and cleanup as a result of pollution conditions.*

Minimum Limits

\$1,000,000	Each Occurrence
\$1,000,000	Aggregate

**Required for contracts with remedial hazardous material operations.*

Builders Risk Insurance: Coverage equal to the full value of project*

**Required for all property construction projects*

**INVITATION TO BID #25-001
MAIN LIBRARY ROOF REPLACEMENT**

SPECIAL TERMS AND CONDITIONS

Bid Description: The Board of Trustees of the Ruth Enlow Library of Garrett County will accepted sealed bids for roof replacement at the Main Library, 6 N Second St. in Oakland, Maryland. The work includes removing the original EPDM roof and replacing with a new TPO roof system as specified.

Bid Opening: Sealed bids must be submitted to Thomas Vose at the Oakland Library, 6 N Second St., Oakland, MD 21550 on or before 10:00 AM Friday, June 27, 2025 (local time). Sealed bids will be publicly opened and read aloud at the Main Library at 2:00 P.M. on June 27, 2025. All bidders are required to submit two (2) copies of their bid documents at the time of submission. All bids submitted should be enclosed in a sealed envelope and should be clearly marked “Main Library Roof Replacement Bid” on the outside of the envelope. Any bids received after the time due will not be considered for award and shall be retained as documentation for the bid file.

Project Funding: This project is being funded solely by funds provided by the Western Maryland Regional Library.

Bid Submission: Contractor shall submit the following documents as part of the bid submission: Signature to Bids Page (1 page); Bid Affidavit (1 page); Bid Proposal Page (1 page); Contractor shall refer to Section 47: Signatures Required for Legal Entities of the General Conditions and Instructions to Bidders-Supply and Service Contracts when signing the bid documents.

Bid Price: Contractor is required to provide a lump sum bid price for roof replacement at the Main Library as specified herein. The lump sum bid price shall include all labor, equipment, materials and all other necessary components to perform all operations required to remove and replace existing membrane, drain assemblies, counterflashing, and gravel stop perimeter edge. Contractor shall also provide a square foot unit price for the repair of any deteriorated roof decking or structural members uncovered during the demolition work. See section titled Deteriorated Roof Decking Replacement under the Scope of Work for additional information.

Award: The basis for award is anticipated to be the lowest total responsive and responsible lump sum bid. The Board of Trustees of the Ruth Enlow Library of Garrett County reserves the right to accept or reject any or all bids, to cancel this request and to waive technicalities in any part thereof to be in the best interest of the Library. The Library will review equipment to determine equivalency to the specifications provided herein. The Library’s decision is final.

Contract Completion: Contractor shall specify the number of calendar days for completion of the installation on the Bid Proposal Page. Successful Contractor shall submit a work schedule for this project to the Facilities & Maintenance Department. The work schedule shall show the various work trades (demo/installation of underlayment, and installation of shingles). Contractor shall coordinate all work in order to hold the disruption of the building to a minimum. The Library would like for the project to be completed by August 31, 2022, if possible.

Project Inspection: A representative of the Library will conduct periodic inspections of the project. Upon completion, Contractor is required to contact Thomas Vose at 301-334-3996 x.0102 to schedule an inspection. If deficiencies in the work are discovered during the inspection, Contractor will be responsible for correcting such deficiencies before any invoice is approved for payment.

Payment: Payment for the project will occur after submission of an invoice to the following address:

Ruth Enlow Library of Garrett County
Attn: Georgie Pingley
6 N Second St.
Oakland, MD 21550

Materials, Services and Facilities: It is understood that, except as otherwise specified in the Bid Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, light, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the work within the specified time.

Materials and equipment shall be stored as to insure the preservation of its quality for the work. Contractor shall deliver and store packaged materials in original containers with seals unbroken and labels intact until time of use.

Contractor should also prevent damage or contamination of materials by water, freezing, foreign matter, or other causes. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection.

Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer. Contractor shall maintain environmental conditions and protect work during and after installation to comply with referenced standards and manufacturer's printed recommendations.

Working Limits: The Contractor shall confine his operations within the limits of the work to be done as indicated by the Library or to other areas only as designated by the Library for storage of material, access, and other locations required for the completion of the work and so that the surrounding area will be accessible to Library employees and other Contractors working simultaneously. The Contractor shall not allow waste material

or rubbish caused by his employees and/or subcontractors to accumulate on or about the premises.

Clean-Up: During the progress of the work, construction materials and other debris shall be cleaned up as work progresses. Contractor shall do a daily walk around inspection for debris that could cause damage or injury. Prior to completion of the work, Contractor shall remove from the job site all tools, surplus materials, equipment, scrap, debris, and waste. See Scope of Work for additional clean-up requirements for this project.

Guarantee: The Contractor hereby guarantees all work performed under this contract for a period of one (1) year after the date of final payment by the Library, as follows:

- A. Against all faulty or imperfect materials and against all imperfect, careless, and/or unskilled workmanship.
- B. The Contractor agrees to replace with proper workmanship and materials, and to re-execute, correct or repair without cost to the county, any work which may be found to be improper or imperfect.
- C. No use or acceptance by the Library of the work or any part thereof, nor any failure to use the same, nor any repairs, adjustments, replacements or corrections made by the Library due to the Contractor's failure to comply with any of his Contract obligations, shall impair in any way the guarantee or obligations incumbent on the Contractor under these Bid Documents.

Workmanship: All work shall be completed in a first class, workmanlike manner conforming to the trade practice. Work determined by the Owner as not complying with the Contract Documents shall be removed and replaced with no additional compensation. See Scope of Work for additional clean-up requirements for this project.

Protection of Work, Property and Persons: The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the site, and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage 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 in the course of construction. The Contractor shall pay particular attention to protect existing structures from damage. Contractor shall document existing conditions in the vicinity of the work and call the attention of the Owner to previously damaged areas or questionable conditions.

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

may affect them. The Contractor will remedy, all damage, injury or loss to any property, caused directly or indirectly, in whole or in part by, the Contractor, and Subcontractor or anyone directly or indirectly employed by, any of them or anyone for whose acts any, of them liable, except damage or loss attributable to the fault of the bid package or to the acts or omissions of the Library or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Library shall act to prevent damage, injury or loss. He will give the Library prompt written notice of any significant changes in the work or deviations from the bid package and a change order may thereupon be issued covering the changes and deviations involved.

Unforeseen Conditions and Exclusions: This scope of work under this contract does not include testing for, or abatement or remediation of hazardous or toxic materials such as, but not limited to, toxic mold, fungus or asbestos at or near the job site. If such contaminants are discovered work may be suspended until further investigation, testing and, if appropriate remediation or abatement of any contamination, which will be conducted at the sole cost of the owner. The time for performance under this contract will be extended by any delay resulting from testing for and/or abatement of toxic or hazardous materials present at the job site. Any additional costs incurred as a result of contamination by toxic mold, asbestos or other hazardous materials or substances found at or near the job site shall be paid by the owner. The owner shall indemnify and hold harmless.

Contractor is not responsible for any loss, liability and expenses caused by or arising out of toxic mold or other hazardous materials at or near the job site. Construction Insight's scope of work does not include testing for, inspecting or otherwise determining the integrity or soundness of the structural components of the roof, the walls or other structural aspects of the premises. Contractor's scope of work does not include design for drainage systems beyond the structure.

Supervision by Contractor: The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor will employ and maintain in the work a qualified supervisor or superintendent who shall have been designated by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

Permits, Certificates, Laws and Ordinances: The Contractor shall, at his own expense, procure all permits, certificates and licenses required by law for the execution of his work. He shall comply with all federal, state or local laws, ordinances, rules and regulations relating to the performance of the work.

Location Inspection: It is the Contractor's responsibility to inspect the location before submission of a bid. The act of submitting a bid is to be considered acknowledgement by the Contractor that he has visited the location and is familiar with the conditions and requirements affecting the work. Failure to do so will not relieve the successful Contractor of his obligation to furnish all work, equipment and materials necessary to carry out the provisions of this contract and to complete the work for the bids\ prices set forth in his bid.

Insurance: Successful Contractor will be required to provide a copy of a certificate of insurance for general liability, workers compensation, and automobile insurance in the amounts outlined in the *Insurance Table*. This certificate should name the Board of Trustees of the Ruth Enlow Library of Garrett County, 6 N. Second St, Oakland, Maryland 21550 as certificate holder and as additionally insured. This certificate should be mailed to:

Ruth Enlow Library of Garrett County
6 N Second St.
Oakland, MD 21550

Bid Security/Bond: If the total bid price is \$100,000 or more, Contractor is required to submit bid security/bid bond as part of the bid submission. See Section 17. Bid Bond or Cashier's Check of the General Conditions and Instructions to Bidders Supply & Service Contracts for additional information.

Performance/Payment Bond: If the total contract amount is more than \$25,000 but less than \$100,000, the Board of Trustees of the Ruth Enlow Library of Garrett County reserves the right to require a performance/payment bond. If the contract amount is \$100,000 or more, a performance bond will be required for the full bid amount of the project. Contractor should identify the cost of obtaining this performance/payment bond in the appropriate section on the Bid Proposal Page.

Exceptions: The bidder must state clearly, concisely, and fully note any exceptions taken to the specifications, or terms and conditions of this bid. Descriptive literature may be used to clarify, or be reference to an exception, however exceptions shall not be considered by only enclosing descriptive literature in itself. If it is determined that an exception is not acceptable to the Library, the bid will be considered non-responsive.

Questions: Questions regarding the bid should emailed to the Director of the Ruth Enlow Library at thomas@relib.net, in ample time before the opening of Bids. The Director will formally respond to questions via addendums to the bid. Please be advised that questions will be entertained until 2:00 P.M. on March 4, 2022 unless otherwise changed by addendum. Questions asked after this time will not be formally answered.

SCOPE OF WORK

The Board of Trustees of the Ruth Enlow Library of Garrett County will accept sealed bids for roof replacement at the Accident Library, 106 S North St. in Accident, Maryland. The work includes removing the original roof down to the sheeting and replacing with a new metal standing seam roof as specified below.

1. All roofing materials will be loaded on site from the material supplier prior to starting the project. All materials will be inspected and kept watertight until the project begins. A dumpster can be provided once the project starts and will be located in a pre-determined location in the rear next to the building. Remove any unused roof penetrations or equipment from the roof as directed by the owner.
2. Remove the existing EPDM rubber membrane, mechanically fasten 1 layer of 1" polyisocyanurate insulation following the manufacturer's guidelines for fastening patterns. Tapered insulation crickets will be installed at the high side of each mechanical curb to promote positive drainage and in between each drain assembly as needed. Sump each drain assembly 2' square.
3. Fully Adhere an energy star rated 60 mil TPO roof system using the manufacturers fastening pattern guidelines. All related roof penetrations and base flashing system components must be from manufacturers. Fully adhere the TPO base flashings to the parapet walls. Install TPO walk pads around the serviceable sides of all mechanical units. Mule Hide, Carlisle and Johns Manville are approved material suppliers.
4. Disassemble the drain assemblies and install new hardware. Install new metal counterflashing at all curb details. Install new metal gravel stop perimeter edge. A color chart will be provided for all metal components.
5. A twenty (25) year manufacturer's warranty will be issued after the roof has been inspected by the manufacturer's representative, contractor and owner's representative. A five (5) year contractor's workmanship warranty will be issued. A submittal package including samples will be provided for your review once the project has been approved. Once all punchout items are completed the warranties will be issued.
6. The work will be inspected by the manufacturer's representative during the project and once the project has been completed. A final walk through will be done by the owners representative and the roofing contractor.
7. All safety precautions will be taken on and around the roofing project, contractor is responsible for all their equipment, tools and trucks. Parking will be made available to us at a pre-determined area within reasonable walking distance of the project site. Contractor will use their ladders to excess all roof areas. Safety cones and caution tape will be used as needed. Bathroom facilities can be provided by if necessary.
8. The contractor shall be responsible for disposal of all materials (shingles, felt, waste and/or trash) off the property. Contractor shall sweep the ground area around the building several times a day and again at the conclusion of the work with a magnetic roller to remove any nails.
9. The contractor shall keep worksite clear of debris and/or material during the work and shall accomplish clean-up of the worksite at the end of each day. Materials removed or demolished shall not be allowed to accumulate on the jobsite. During periods of high wind, the contractor shall keep a

worker on the ground around the building to police up any paper debris and keep it from blowing to other areas of the grounds. Any items damaged (by the contractor) during performance of the work shall be restored to original condition by the contractor and at no cost to the Library.

Standards of Workmanship

The contractor shall perform all work in accordance with roofing industry standards and manufacturers recommendations. Workmanship shall be of the highest grade throughout this project. All wires, signs, lights, radio antenna and other such antennas attached to the roof at the time of reroofing shall be removed by the contractor. These items shall be re-attached by the contractor in a manner satisfactory to the Library on completion of the re-roofing work. **The contractor will exercise care in the placement of materials on the roof and shall not overload any structural members of the buildings by stacking materials excessively on a structural member.** The contractor shall take precaution to protect the interior of the buildings being work on from damage during periods of inclement weather. Any buildings contents that is damaged from weather, due to the contractor's operations and failure to adequately protect the building, shall be corrected to original condition by the contractor at no cost to the Library.

Safety

All work shall be accomplished in strict compliance with OSHA Safety Standards. The contractor shall incorporate the use of safety in the use of all ladders, scaffolds and lifts.

Work Hours

The contractor shall execute subject project between the hours of 7:30 a.m. and 4:30 p.m. each weekly workday (Monday thru Friday), excluding state recognized holidays, unless otherwise approved by Library staff.

Deteriorated Roof Decking Replacement

The contractor shall replace any deteriorated roof decking materials and/or associated structural members with like materials. The contractor shall notify the Library upon encountering any deteriorated materials at which time the representative and contractor shall field verify and agree upon the quantity of materials to be replaced. The contractor shall incorporate a deteriorated decking replacement sheet weekly. The sheet shall also include a "running total" of deteriorated materials replaced. A separate bid item is established within the Bid Price Schedule for any deteriorated materials encountered on this project. The contractor shall likewise protect the substrate area until the deteriorated area can be replaced (should materials not be readily available and on-site). The contractor shall bid a per square foot cost (including labor) for replacement of deteriorated materials encountered, as part of the total contract package. Final payment shall incorporate the square footage of materials including labor. All materials shall be #2 grade, unless otherwise specified.

Measurements

It shall be the responsibility of the contractor to field-verify measurements prior to bid of this project.

**INVITATION TO BID #25-001
ACCIDENT LIBRARY ROOF REPLACEMENT
BID PROPOSAL PAGE**

Business Name: _____
Contact Person: _____
Address: _____
Phone: _____ Fax: _____
Email: _____

I hereby submit the following bid in accordance with the special terms, conditions and specifications contained within this request on behalf of _____

Business Name

Signature

Lump Sum Bid Price: \$ _____

Unit Bid Price-Deteriorated Roof Decking Replacement: \$ _____ square foot

Contract Completion: _____ calendar days

Cost of Performance/Payment Bond: _____ % of bid price

List 3 References for Similar Projects Completed in Past 5 Years:

1. Name: _____ Phone: _____
Email: _____

2. Name: _____ Phone: _____
Email: _____

3. Name: _____ Phone: _____
Email: _____

Notes: _____

