

ORDINANCE NO. 2586

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING AN AMENDMENT OF THE CITY'S CAPITAL PROJECT FUND BUDGET FUND TO PROVIDE ADDITIONAL FUNDING FOR A BATHROOM ADDITION PROJECT.

WHEREAS, Ordinance No. 2539 FY20 Budget authorized the transfer of \$51,000 from the General Fund as PayGO to the General Capital Project Fund to provide funds for a Bathroom Addition Project at the Paleo Water Treatment Plant; and

WHEREAS, the Water Works Department has estimated that an additional \$9,872 is needed to complete the project; and

WHEREAS, the Finance Department has determined that \$9,872 is available in unallocated interest earned on funds in the same pool of capital projects; and

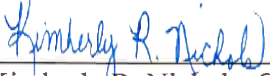
WHEREAS, appropriations necessary for the additional funds for the bathroom project must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND THAT THE City's Capital Projects Fund Budget be and hereby is amended as follows:

Increase Decrease	Account Type	Project Description	Account Description	Account	Amount
Decrease	Revenue	None (unallocated)	Interest	97030-456110-49000	9,872
Increase	Revenue	Bathroom Addition	Interest	97030-456110-50040	9,872
Increase	Expense	Bathroom Addition	Construction	97030-513026-50040	9,872

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on this 9<sup>th</sup> day of March 2020 and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the 23<sup>rd</sup> day of March, 2020.

ATTEST:

  
\_\_\_\_\_  
Kimberly R. Nichols, City Clerk

  
\_\_\_\_\_  
John R. Heath, President  
Salisbury City Council

APPROVED BY ME THIS 26<sup>th</sup> day of MAR, 2020.

  
\_\_\_\_\_  
Jacob R. Dwyer, Mayor



City of  
**Salisbury**  
Jacob R. Day, Mayor

**To : Andy Kitzrow, Deputy City Administrator**  
**From: Cori Cameron, Director of Water Works**  
**Date: February 25, 2020**  
**Re: Paleo Water Treatment Plant Bathroom Remodel**

The new Paleo bathroom shower will not fit thru the exterior doors of the building. The door needs to be removed, block work to be done and replaced with an ADA compliant door with a wider frame. The attached budget amendment is to remove the current door and block work and replace with a larger door and hardware. This change will allow for the shower in the scope of work to fit thru the door as well as the new bathroom will be handicap accessible. In addition upgrades are being made to the original plans by using a moisture resistant abuse board, additional cost to utilize 18 gauge CSJ studs 16" on center and cover with 5/8" plywood on top so the maintenance man, can get up to the pipes and electric in ceiling and eliminate the shelving on the plans to allow access to the corner area and the roof drains.

The original CIP budget amount for this project was \$51,000. An additional \$9872 is needed to complete this project. Funds are available in the Water and Sewer Capital Project Fund 97030-49000-50040, in the amount of \$9872, to transfer to this Paleo Bathroom remodel Project.

---

Department of Water Works  
1142 Marine Rd.  
Salisbury, MD 21801  
[www.salisbury.md](http://www.salisbury.md)



# City of Salisbury

Contract No. ITB 20-113  
Paleo Water Treatment Plant Bathroom Remodel

Acct No. 97030-513026-50040

## STANDARD FORM OF AGREEMENT

THIS AGREEMENT, made as of the 13<sup>th</sup> day of December in the year of Two-Thousand and Nineteen by and between the City of Salisbury, party of the first part, herein after called the City, and Evans Builders, Inc., 706 Naylor Mill Road, Salisbury, MD 21801, party of the second part, hereinafter called the Vendor.

The City and the Vendor agree as set forth below:

### ARTICLE - 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, The Conditions of the Contract (General, Supplementary and other Conditions), Instructions to Bidders, the Specifications, all Addenda issued prior to and all Modifications issued after execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 9.

### ARTICLE - 2 WORK

The Vendor will perform all the Work required by the Contract Documents for:

CONTRACT NO. ITB 20-113  
PALEO WATER TREATMENT PLANT BATHROOM REMODEL

ARTICLE - 3  
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract will be commenced within fifteen (15) days from the Notice-to-Proceed and, subject to authorized adjustments, Substantial Completion will be achieved not later than 90 calendar days.

ARTICLE - 4  
CONTRACT SUM

The City will pay the Contract in current funds for the providing of the services, as provided in the Contract Documents, the Contract Sum of **Fifty Six Thousand, Six Hundred Seventy Two Dollars**.

**The Contract Sum is determined as follows:**

ITEM		QTY	UM	Price	Extended
101.	Paleo Water Treatment Plant Bathroom Remodel.	1	L.S.	\$ 49,772.00	\$ 49,772.00
201.	Additional costs to utilize 18ga CSJ for walls of the bathroom.	1	L.S.	\$ 1,750.00	\$ 1,750.00
202.	Additional costs to utilize moisture resistant abuse board in lieu of standard abuse board.	1	L.S.	\$ 1,200.00	\$ 1,200.00
203.	Additional cost to utilize 18ga CSJ studs 16" on center and cover with 5/8" plywood as specified.	1	L.S.	\$ 2,500.00	\$ 2,500.00
204.	Eliminate shelving on plan sheet A1 G9 for accessing the corner behind the bathroom.	1	L.S.	\$ 1,450.00	\$ 1,450.00
<b>Total</b>					<b>\$ 56,672.00</b>

ARTICLE - 5  
PROGRESS PAYMENTS

Based upon the Vendor's work completed, the City will make payments to the Vendor. Payment will be paid by the City of Salisbury within a specified time, generally within a thirty (30) day period after receipt of invoice and acceptance of work.

ARTICLE - 6  
FINAL PAYMENT

Final Payment will be paid by the City of Salisbury within a specified time, generally within a thirty (30) day period after receipt of final invoice and acceptance of work.

ARTICLE - 7  
SUSPENSION OR TERMINATION OF CONTRACT FOR CONVENIENCE

A. The City will have the right, at any time by written notice, for its convenience, to suspend for such time as may be determined by the City to be necessary or desirable up to ninety (90) days, unless a longer term is agreed upon in writing by both parties; and thereafter, to require resumption of the whole or any part of the work without invalidating the provisions of this contract.

B. The City will have the right, at any time by written notice, for its convenience, to terminate the work in whole or in part.

C. Any notice issued pursuant to Sections A and B above will state the extent and effective date of such termination. Upon the effective date of such notice, except as otherwise directed, the Vendor will stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities, except as necessary for the completion of such portion of the work not terminated.

D. The Vendor, within thirty (30) days of the notice of termination, will submit a final invoice reflecting the services actually furnished pursuant to this Agreement to the satisfaction of the City and for which no previous invoice was submitted to the City.

E. In the event of a termination, pursuant to Section B above, the City will pay the Vendor's expenses verified by final invoice as set forth in Section D for the following:

(1) Completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;

(2) Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted work, plus fair and reasonable sums for overhead.

F. The Vendor will not be paid on account of loss of anticipated profits or revenues or for work not completed prior to the date of termination of the Contract.

ARTICLE - 8  
CONTRACT CHANGES

**NO CLAIMS** may be made by anyone that the scope of the project or that the Vendor's services have been changed (requiring changes to the amount of compensation to the Vendor or other adjustments to the Contract) UNLESS such changes or adjustments have been made by an approved **WRITTEN AMENDMENT** (Change Order) to the Contract signed by the Director of Procurement (and the City Council, if required), prior to extra work being initiated. Extra work performed without prior, approved, written authority will be considered as unauthorized and at the expense of the Vendor, and payment will not be made by the City of Salisbury (Owner).

**NO ORAL** conversations, agreements, discussions, or suggestions, which involve changes to the scope of the Contract, made by anyone including any City of Salisbury employee, will be honored or valid. No written agreements or changes to the scope of the Contract made by anyone other than the Director of Procurement (with City Council approval, if required) will be honored or valid.

If any change ordered in the work results in a reduction in the work, the Vendor will neither have, nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on work that is eliminated.

No inspection, or any failure to inspect, at any time or place, will relieve the Vendor from his obligation to perform all the work strictly in accordance with the requirements of the specifications. The City's Project Representatives (construction inspectors) are NOT authorized to revoke, alter, enlarge, relax, or release any requirement of the specifications, nor to approve or accept any portion of work, nor to issue instruction contrary to the drawings and specifications.

ARTICLE - 9  
CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire Agreement between The City and the Vendor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement are enumerated as follows:

ADVERTISEMENT

ITB 20-113 PALEO WATER TREATMENT PLANT BATHROOM REMODEL SOLICITATION DOCUMENT

ADDENDUM 1

ADDENDUM 2

ADDENDUM 3

REVISED FORM OF PROPOSAL- ITB 20-113

STANDARD FORM OF AGREEMENT

**CONTRACT ITB 20-113**

This agreement entered into as of the day and year first written above.

(FIRM TO SIGN BELOW)

Evans Builders Inc  
Name of Firm

BY: [Signature]  
(Authorized Official) Date 12/16/19

Joshua Matthews Estimator  
Printed Name and Title

ATTEST  
[Signature]  
(Witness) Date 12/16/19

(CORPORATE SEAL)

**THE CITY OF SALISBURY**

CERTIFIED: Unobligated Appropriation Balance is sufficient to cover cost.

[Signature]  
Keith Cordrey  
Director of Finance Date 12/20/19

APPROVED FOR EXECUTION:

[Signature]  
Cori Cameron  
Director of Water Works Date 12-20-19

[Signature]  
Jennifer Miller  
Director of Procurement Date 12/23/19