

**COUNCIL OF THE TOWN OF LA PLATA**  
**Resolution 12-6**

---

<b>Introduced By:</b>	<b>Mayor Roy G. Hale (by request)</b>
<b>Date Introduced:</b>	<b>October 23, 2012</b>
<b>Date Adopted:</b>	<b>October 23, 2012</b>
<b>Date Effective:</b>	<b>October 23, 2012</b>

---

1 A RESOLUTION concerning

2  
3 **Award of Bid 13-01, FY-2013 Road Overlay & Milling of Willow Lane.**

4  
5 **FOR** the purpose of accepting and awarding of a certain bid submitted by C.A. Bean, Inc., for  
6 the Road Overlay & Milling of Willow Lane; and all matters relating to acceptance of  
7 such bid.

8  
9 \* \* \* \* \*

10  
11 **WHEREAS**, the Town determined the need to upgrade the utilities along and under  
12 Willow Lane, and

13  
14 **WHEREAS**, as part of the Willow Lane Utility Upgrade Project, the Town determined  
15 that the Willow Lane Roadway required pavement overlay and milling, and

16  
17 **WHEREAS**, the Town, on September 26, 2012, issued a Notice of Public Bid, seeking  
18 proposals from qualified contractors, for the Road Overlay & Milling of Willow Lane Project  
19 within the Town. The instructions to bidders for the project provided that sealed bids would be  
20 received until October 18, 2012 at 3:00 PM in the La Plata Town Hall, when such bids would be  
21 opened and read aloud; and

22  
23 **WHEREAS**, three bidders submitted bids in response to the Notice of Public Bid and  
24 were read aloud at the Bid Opening on October 18, 2012. The three bids were in the amount of,  
25 \$93,219.60, \$118,747.50 and \$90,793.20; and

26  
27 **WHEREAS**, Section C8-23 of the La Plata Town Charter provides that written contracts  
28 shall be awarded to the bidder who offers the lowest or best bid, quality of goods and work, time  
29 of delivery or completion and responsibility of bidders being considered. All such written  
30 contracts obtained through sealed bids shall be approved by the Council before becoming  
31 effective; and

32  
33 **WHEREAS**, The Town Council finds that there was substantial compliance with the  
34 3:00 PM October 18, 2012 proposal receipt deadline. The Town Council further finds C.A. Bean,  
35 Inc., submitted a bid, and based upon Total Bid Price, which was substantially lower than any  
36 other bid. The Town staff has determined that C.A. Bean, Inc., is responsible and has the

35 Inc., submitted a bid, and based upon Total Bid Price, which was substantially lower than any  
36 other bid. The Town staff has determined that C.A. Bean, Inc., is responsible and has the  
37 qualifications to perform and complete the project in a timely manner. For all of these reasons  
38 the Town Council has determined that the award of the bid to C.A. Bean, Inc., is in the best  
39 interest of the Town; and

40

41 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN**  
42 **OF LA PLATA**, that Daniel J. Mears, the Town Manager, is hereby authorized to negotiate,  
43 execute and deliver, on behalf of the Town of La Plata, a contract with C.A. Bean, Inc., a copy of  
44 the proposed contract is attached hereto as Attachment 1.

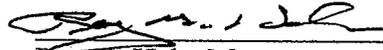
45

46  
47  
48

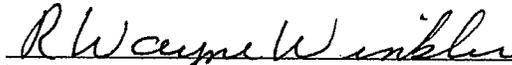
**ADOPTED AND APPROVED** by the Council of the Town of La Plata on  
October 23, 2012.

SEAL:

**COUNCIL OF THE TOWN OF LA PLATA**



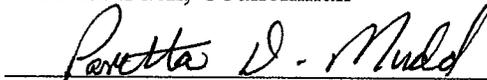
Roy G. Hale, Mayor



R. Wayne Winkler, Councilman



C. Keith Back, Councilman



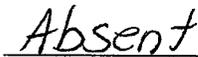
Paretta D. Mudd, Councilwoman

ATTEST:



Danielle Mandley, CMC, Town Clerk

Date: October 23, 2012



Joseph W. Norris, Councilman

## **TOWN CONTRACT**

### **AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, by and between **THE TOWN OF LA PLATA**, a municipal corporation of the State of Maryland, hereinafter referred to as the "Town," and \_\_\_\_\_, hereinafter referred to as "Contractor".

### **RECITALS**

**WHEREAS**, on \_\_\_\_\_, the La Plata Town Council authorized the Town Manager to enter into a contract regarding \_\_\_\_\_ (hereinafter, the "Project", "Good" or "Service").

**WHEREAS**, the Contractor and the Town pursuant to that authorization are entering into this Agreement for the above (Professional Service) pursuant to a response to the Town's Request for Proposal (hereinafter, the "RFP"), all of the bid documents and responses which are hereby incorporated herein, in exchange for a fee schedule as bid and other valuable consideration.

### **TERMS.**

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the sufficiency of which is hereby mutually acknowledged, the Town and Contractor agree as follows:

## ARTICLE I. SCOPE OF SERVICES

The professional service shall include all work, items, processes outlined in the recitals above, in the RFP for the service and related documents, as well as all other work, items, processes as reasonably required by the Town.

## ARTICLE II. PERIOD OF PERFORMANCE

Contractor agrees to commence work in accordance with the terms of the RFP immediately upon execution of the Contract and shall perform all other services required by this Agreement or by the Town as expeditiously as is consistent with good professional skill and best industry practice. Time is critical factor in the successful execution of the terms of this Agreement.

## ARTICLE III. FEE FOR SERVICES

In exchange for these good and valuable services the Contractor will receive a fee as follows: As Per Bid

---

## ARTICLE IV. THE CONTRACT DOCUMENTS

This Agreement and the following enumerated documents form the Contract. The documents identified below are as fully a part of the Contract as if hereto attached. They constitute the entire understanding of the parties and supersede any prior proposals or agreements:

- A. Request for Proposals (RFP).
- B. Town of La Plata Bidding Specifications and Standards for Public Works Construction, Goods or Services.
- C. Town of La Plata Specifications and Standards for Public Works Construction  
(when appropriate).
- D. Contractor's Responses

ARTICLE V. CONTRACTOR SERVICES

As directed by the Town, Contractor shall:

- A. Be responsible for the preparation, technical completeness and sufficiency of all submitted proposals.
- B. Comply with the Charles County Code, the Town of La Plata Code and Charter, The Town of La Plata Specifications and Standards for Public Works Construction, when applicable, and all pertinent Federal, State; and County laws and regulations.
- C. Attend hearing/conferences with Town or persons designated by Town as necessary for the successful completion of this Agreement.
- D. Be responsible directly to the Town Manager or their designee, who is the Town's agent and duly authorized representative to whom Contractor shall ordinarily direct communication and submit documents for approval and from whom Contractor shall receive directions concerning the subject of this Agreement and approval of any documents in writing. For the purposes of Agreements dealing with Public Works Construction, Goods or Services, the Town Manager's designee is the Director of Operations (hereinafter, the "Director of Operations"). Any revisions requiring additional compensation to Contractor shall not be

commenced without the Town's written authorization recommended by the Director of Operations and approved by the Town Manager.

E. As directed, in the case of public works construction projects, and prior to final payment to a contractor or a subcontractor, arrange for a final inspection by the Director of Operations and review all outstanding claims which have not been settled during the construction phase of the Project contemplated by this Agreement and prepare a written report outlining the background and status of such claims and making recommendations as to the ultimate disposition of such outstanding claims.

#### ARTICLE VI. TOWN'S RESPONSIBILITY

The Town shall provide information regarding its requirements, including related budgetary information. However, the Contractor shall notify the Town in writing of any information or requirements provided by the Town, which the Contractor believes to be inappropriate.

#### ARTICLE VII. COOPERATION

The Contractor agrees to perform its services under this Contract in such manner and at such times so that Town and/or any contractor who has work to perform, or contracts to execute, can do so without unreasonable delay. Contractor further agrees to coordinate its work under this Agreement with any and all other contractors deemed necessary by the Town.

ARTICLE VIII. OWNERSHIP OF DOCUMENTS

A. Town shall have unlimited rights in the ownership of all drawings, designs, specifications, notes and other work developed in the performance of the Agreement, including the right to use same on any other Town Project without additional cost to Town, and with respect thereto Contractor agrees to and does hereby grant to Town an exclusive royalty-free license to all data which he or she may cover by copyright and to all designs as to which he or she may assert any rights or establish any claim under the patent or copyright laws. The Town's rights in ownership of documents under this Article shall include any and all electronic files generated by Contractor in the performance of its duties pursuant to this Agreement.

B. In the case of future reuse of the documents, Town reserves the right to negotiate with Contractor for the acceptance of any professional liability.

ARTICLE IX. SPECIAL PROVISIONS

A. Contractor may not assign or transfer any interest in this Agreement except with Town's written approval.

B. Town may waive specific minor provisions of the Agreement on Contractor's request in the interest of expediting the contract. Waiver shall not constitute a waiver of any liability ensuing there from.

C. Except as otherwise provided in the contract documents, the Town Manager, in consultation with the Director of Operations, shall decide all disputes after consultation with Contractor, and any other appropriate parties. The Town Manager's decision shall be reduced to writing and delivered to Contractor.

D. The Town Manager' decision shall be final and conclusive.

E. Until a dispute is finally resolved, Contractor shall proceed to meet the terms of this Agreement and comply with Town Manager's orders.

F. Contractor shall not hire or pay any employee of the Town or any department, commission agency or branch thereof.

#### ARTICLE X. TERMINATION

A. This Agreement may be terminated by the Town at the Town's convenience upon not less than thirty (30) days written notice to the Contractor.

B. In the event of termination, which is not, the fault of Contractor, the Town shall pay to Contractor the compensation properly due for services properly performed or goods properly delivered prior to the effective date of the termination and for reasonable reimbursable expenses properly incurred prior to the termination. No expenses for overhead or discontinuation of contract will be payable by the Town.

C. In the event the Contractor, through any cause fails to perform any of the terms, covenants, or provisions of this Agreement on his part to be performed, or if Contractor for any cause, fails to make progress in work hereunder in a reasonable manner, or if the conduct of Contractor impairs or prejudices the interest of the Town, or if Contractor violates any of the terms, covenants, or provisions of this Agreement, the Town shall have the right to terminate this Agreement for cause by giving notice in writing of the termination and date of such termination to Contractor. The Town shall have the sole discretion to permit the Contractor to remedy the cause of the contemplated termination without waiving the Town's right to terminate the Agreement. All drawings, specifications, electronic files and other documents relating to the design of the good, scope of the service or supervision of work, not in the public domain, shall

be surrendered forthwith by Contractor to the Town as required by the Town. The Town may take over work to be done under this Agreement and prosecute the work to completion, or procure the good or service, by contract or otherwise, and Contractor shall be liable to the Town for all reasonable cost in excess of what the Town would have paid the Contractor had there been no termination. The Town shall not be liable for any damages, overhead costs or equitable adjustments in the event of such termination.

#### ARTICLE XI. APPLICABLE LAW

The laws of the State of Maryland, excluding conflicts of law rules, shall govern this Agreement as if this Agreement were made and performed entirely within the State of Maryland. Any suit to enforce the terms hereof or for damages or other relief as a consequence of the breach or alleged breach hereof shall be brought exclusively in the courts of the State of Maryland in Charles County, and the parties expressly consent to the jurisdiction thereof and waive any right which they have or may have to bring such elsewhere.

#### ARTICLE XII. CHANGES

A. The Town Manager, through the Director of Operations, may, at any time, by written order designated or indicated to be a change order, make any change in the work within the general scope of this Agreement.

B. Any other written order from Town, which causes any change, shall be treated as a change order under this clause, provided that Contractor gives Town written notice stating the date, circumstance, and source of the order and the Town consents to regard the order as a change order.

C. Except as herein provided, no order, statement, or conduct of the Town shall be treated as a change under this clause or entitle Contractor to an equitable adjustment hereunder.

D. If any change under this clause causes an increase or decrease in the cost of, or the time required for, the performance of any part of this Agreement, whether or not changed by any order, an equitable adjustment shall be made and the Agreement modified in writing accordingly. If Contractor intends to assert a claim for an equitable adjustment under this clause, Contractor shall, within thirty (30) days after receipt of a written change order under (A) above, or the furnishing of written notice under (B) above, submit to the Director of Operations a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the Director of Operations. The statement of claim hereunder may be included in the notice under (B) above.

E. The amount of any adjustment to the contract sum under this clause shall be a negotiated fixed fee.

F. No claim by Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement or if made later than thirty (30) days after receipt as required herein.

H. The provisions of the Agreement shall be governed by the laws of the State of Maryland.

I. This Agreement represents the entire and integrated Agreement between the Town and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the duly authorized representatives of the Town and the Contractor.

### ARTICLE XIII. SUCCESSORS AND ASSIGNS

The parties each binds itself, its partners, successors, assigns and legal representatives to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer his interest, including but not limited to the proceeds thereof, in this Agreement, without the written consent of the other party.

### ARTICLE XIV. INSURANCE

A. All Contractors shall obtain and maintain liability insurance coverage. The Contractor shall, within ten (10) days of the execution of this Agreement, file with the Town Manager, through the Director of Operations, the Certificate from an insurance company authorized to do business in the State of Maryland and satisfactory to the Town showing issuance of liability insurance in the amount of at least One Million Dollars (\$1,000,000.00) coverage with a deductible no greater than Ten Thousand Dollars (\$10,000.00). Contractor shall be fully and completely responsible to pay the deductible. Unless waived in writing by the Town, the Certificate shall bear an endorsement in words exactly as follows:

The insurance company certifies that the insurance covered by this certificate has been endorsed as follows: "The insurance company agrees that the coverage shall not be canceled, changed, allowed to lapse, or allowed to expire until ten days after notice to: Daniel Mears, 305 Queen Anne Street, La Plata, Maryland 20646 (Town's Representative)."

B. In addition, Contractor shall, throughout the term of this Agreement, maintain comprehensive general liability insurance in the following amounts and shall submit an insurance certificate as proof of coverage prior to final Agreement approval:

1. Personal injury liability insurance with a limit of \$1,000,000.00 for each occurrence and \$1,000,000.00 aggregate, where insurance aggregates apply; and

2. Property damage liability insurance with limits of \$1,000,000.00 for each occurrence and \$5,000,000.00 aggregate, where aggregates apply.

C. Comprehensive general liability insurance shall include completed operations and contractual liability, coverage.. The Certificates of Insurance evidencing this insurance shall provide that the Town shall be given at least thirty (30) days prior written notice of the cancellation of, intention not to renew, or material change in coverage.

D. Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance and shall submit an insurance certificate as proof of coverage prior to beginning work under this Agreement.

E. Contractor shall obtain both performance and restoration bonds, acceptable to the Town prior to commencing any public works construction project.

#### ARTICLE XV. INDEMNIFICATION

Each party to this Agreement hereby acknowledges and agrees that each party shall be responsible for and indemnify, and hold the other party harmless against any claim for loss, personal injury and/or damage that may be suffered as a result of their own negligence or willful misconduct in the performance of the services herein contracted for or for any failure to perform the obligations of this Agreement, including, but not limited to, attorneys fees and any other costs incurred by the Town in defending any such claim.

#### ARTICLE XVI. ADA COMPLIANCE

In performance of this Agreement for public works construction projects, or where there is an ADA component involved, the Contractor acknowledges that it is acting on behalf of the Town and warrants to the best of its professional information, knowledge, and belief that its design, product or completed infrastructure, will conform to, and comply with, the applicable provisions of the Americans with Disabilities Act. The Contractor hereby indemnifies and holds harmless the Town from damages and costs arising from any claim that the Contractor's has failed to conform to the applicable provisions of the Americans with Disabilities Act.

#### ARTICLE XVII. CERTIFICATIONS OF CONTRACTOR

The Contractor and the individual executing this Agreement on the Contractor's behalf warrants it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for it, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Agreement.

#### ARTICLE XVIII. SET-OFF

In the event that the Contractor shall owe an obligation of any type whatsoever to the Town at any time during the term hereof, or after the termination of the relationship created hereunder, the Town shall have the right to offset any amount so owed the Contractor against any compensation due to the Contractor for the provision of Construction, Goods or Services covered by the terms of this Agreement.

Bid No. 13-01  
BIDDER'S EXPERIENCE

Name of Bidder/Company C. A. Bean, Inc.

The following is a list of at least three projects similar in character and scope to the work under this project which have been successfully completed by this bidder in the last 5 years. This information must be furnished by each bidder. The term completed means finally accepted and final payment received from the owner.

Firms which, in the sole opinion of the Town, lack sufficient experience, may be deemed non-responsible, and will not receive consideration for this project.

<u>Project Name/location</u>	<u>Owner/Address</u>	<u>Contact/Number</u>	<u>Price</u>
Asphalt Paving Red Cloud Rd	POACRE 395 Clubhouse Dr Lusby, MD 20657	410-326-3182	\$185,325.00
Office Complex Pax River Bay Country Contractors PO Box 906	Leonardtwn, MD 20650	301-475-3902	\$184,903.00
27. Pegg Road	St. Mary's Count DPW&T PO Box 508	California, MD 20619	301-863-8400
			\$305,149.00

ARTICLE XIX. MISCELLANEOUS

A. This Agreement is subject to audit by the Town, and the Contractor agrees to make all of its records relating to the goods or services provided to the Town available to the Town upon request and to maintain those records for six (6) years following the date of substantial completion of this Agreement; or a longer period, if reasonably requested by the Town.

B. If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

C. The person executing this Agreement on behalf of the Contractor hereby covenants, represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the Contractor.

D. All representations, warranties, covenants, conditions and agreements contained herein which either are expressed as surviving the expiration and termination of this Agreement or, by their nature, are to be performed or observed, in whole or in part, after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. This Agreement is entered into as of the day and year first written above.

CONTRACTOR By: \_\_\_\_\_

THE TOWN MANAGER OF LA PLATA By: \_\_\_\_\_

APPENDIX 60  
HOLIDAY SCHEDULE  
TOWN OF LA PLATA

NEW YEAR'S DAY

M. L. KING JR.'S BIRTHDAY

PRESIDENTS' DAY

GOOD FRIDAY

MEMORIAL DAY

INDEPENDENCE DAY

LABOR DAY

COLUMBUS DAY

ELECTION DAY ✓  
(When applicable)  
VETERANS' DAY

THANKSGIVING DAY ✓

DAY AFTER THANKSGIVING ✓

CHRISTMAS DAY ↓

Date

GUARANTEE FORM

Pursuant to, and in consideration of the benefits received by virtue  
Contract No.:

\_\_\_\_\_  
(Contractors Name)

Does hereby guarantee to the Town of La Plata, hereafter called the Town, its successors, or assigns, that the materials and workmanship in the product does, or products, furnished to the Town pursuant to the terms of the aforesaid contract be free from any defects for a period of one year from the date of final acceptance therefore by the Town. In the event any defect shall become apparent within one year from date of acceptance by the Town,

\_\_\_\_\_

(Contractor's Name)

does agree to repair the same within thirty (30) days of the mailing of written notice to

\_\_\_\_\_

(Contractor's Name)

by the Town of La Plata. In the event such repair shall not be commended within twenty-five (25) days of the mailing of such notice, the Town shall have the right to repair or have repaired the offending product (s) at the sole cost and expense of the contractor.

\_\_\_\_\_  
Signature of Contractor or  
Qualified Officer of Firm

CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT

Owner  
Architect  
Contractor  
Surety  
Other

G707

TO (Owner)

Town of La Plata 305  
Queen Anne St. La  
Plata, MD 20646

Contractor: -

Bond Number

Architect's Project No:

Contract For:

Contract Date:

---

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, (here insert name and address of Surety Company).

, Surety Company

On bond of: (here insert name and address of Contractor)

, Contractor

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall relieve the Surety Company of any of its obligations to (here insert name and address of owner) County Commissioners of Charles County, La Plata, Maryland 20646.

, Owner as

set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,  
the Surety Company has hereunto set its hand this \_\_\_\_\_ day' of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
Signature of Authorized Representative

Attest:  
(Seal):

\_\_\_\_\_  
title

---

Note: This form to be used as a companion document to ALA Document C706, Contracts Affidavit of Release of Liens.

CONTRACTOR'S  
AFFIDAVIT OF  
RELEASE OF LIENS

Owner  
Architect  
Contractor  
Surety  
Other

TO (Owner)

Architect's Project No:

Town of La Plata  
305 Queen Anne St.  
La Plata, MD 20646

Contract For:

Project:

Contract Date:

State of: Maryland

County of: Charles County,

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Release or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

Exceptions: (If none, write "None." If required by the owner, the contractor shall furnish bond satisfactory to the owner for each exception.)

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's release or waiver of liens, conditional upon receipt of final payment.

Contractor:

Address:

2. Separate Releases or Waivers of Liens from SubContractors and material of equipment suppliers, to the extent required by the Owner, accompanied by a list thereof. -

By:  
Subscribed and Sworn to before me  
this day of \_\_\_\_\_, 2012  
Notary Public:

My Commission Expires:

APPENDIX 5

RELEASE AND WAIVER OF LIEN To

Whom It May Concern:

We, the undersigned, who have for the account of \_\_\_\_\_ furnished materials and/or labor in the construction of

located at \_\_\_\_\_ upon real estate owned by \_\_\_\_\_, do hereby, in consideration of payment(s) made, the receipt whereof is hereby acknowledged and for other good and valuable consideration, and in accordance of other benefits accruing to us, intending to be legally bound, we do hereby, for ourselves, our employees, our sub-contractors, our material men, and all other persons acting for, on account of, through or under us, waiver, relinquish and release, all manner of liens, claims and demands, including, but not limited, to all right to file or to have filed or to maintain any -mechanics lien or liens per claims against the Property or Owner. This release and Waiver of Lien is executed and given in favor of and for the benefit of each and every party legally or equitably, now or hereafter, owning an interest in the property and to any party who has made or who in the future. makes loan or loans secured on the Property and his, its or their heirs, successors and assigns; and, we do further warrant that we have the full right to execute this Release and Waiver of Lien shall be independent covenant and shall operate and be effective as well with respect to work and labor done and materials furnished under any supplemental contract or contracts, whether oral or written, for extra or additional work, and for any other and further work done or materials furnished at any time with respect to the Property subsequent to the execution of the Release and Waiver of Lien.

The subscriber to this instrument respectively warrants that all laborers employed by him upon the aforesaid premises have been fully paid and that none such laborers have any claim, demand, or lien against the Property, and further, that no chattel mortgage, conditional bill of sale or retention of title agreement has been given or executed by us, for or in connection with any material, appliances, machinery, fixtures, or furnishing placed upon or installed in the Property.

It is understood and agreed that the signature hereto is for all services rendered, work done and material furnished heretofore and hereafter by the subscriber in any and all capacities.

WITNESS our signature this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Title/Position

APPENDIX 6

**RELEASE**

We, the undersigned, are subcontractors, material men or other persons furnishing services or labor or materials, as indicated under our respective signatures below, in a construction or repair of the following project:

---

In consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledge, we do hereby waive, release, and quit claim, all right that we, or any of us, may now or hereinafter have to a lien upon the land and improvements above described or any and all other claims, including, but not limited to, claims against performance bonds and we do further warrant that we have not an will not claim that we have the right to execute this waiver and release thereof. We, the undersigned, do hereby further acknowledge that we do release and discharge **the Town of La Plata** from any and all liability arising from or relating to the aforementioned contract, to perform the work as is herein set forth.

WITNESS the following signatures and seal this , \_\_\_\_\_ day of \_\_\_\_\_ ,2012.

\_\_\_\_\_

WITNESS: (Print full name and Sign ON top)

\_\_\_\_\_

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Title/Position