



Mayor and Town Council
Town of Friendsville
Founded 1765

P.O Box 9,
Friendsville MD 21531
Ph: 301-746-5919
info@friendsville.org
www.friendsville.org

Friendsville Mayor & Town Council Minutes

May 6, 2024

Attendance: Mayor Spencer Schlosnagle, and Wanda Guard, Administrative Assistant, Clerk-Treasurer. Council President: Pamela Humberson Council members: Michael Artice, James Hook, Edward Kelley, Sheryl MacLane, and Robert Sines.

Citizens/Guests: Jennifer Uphold, Friendsville Pharmacy, Terry Spear, FVFRD, Lynn Aycok, Dave Kessmann, & Claire Sullivan, The Republican Newspaper.

Call to Order: Council President Humberson, convened the general meeting of the Mayor and Town Council on May 6, 2024, at 6:00 p.m. to order.

Invocation/Pledge of Allegiance: All attending the meeting recited the Lord's Prayer and the Pledge of Allegiance.

Motion #1: (Council member MacLane/Council member Kelley) Approval to accept the May 6, 2024, agenda. 6 in favor/0 opposed/0 abstention. Motion carries.

Motion #2: (Council member MacLane/Council member Artice) Approval to accept the general meeting minutes for April 8, 2024. 6 in favor/0 opposed/0 abstention. Motion carries.

To The Floor:

No comments from the floor.

Unfinished Business:

Ordinance O-2024-02 Charter Amendment Uninhabitable Building Ordinance

- Ordinance was introduced on April 8th at the Mayor and Town Council Meeting
- Public hearing was advertised for two weeks in The Republican newspaper, issue April 11, 2024 & April 18, 2024, for April 22, 2024, since that meeting had to be cancelled the public hearing was rescheduled for May 6, 2024, and advertised for another two weeks in The Republican newspaper for April 25, 2024, and May 2, 2024.
- The ordinance was available to public and town council members to review at the Friendsville Post Office, Friendsville Ruth Enlow Library and Friendsville Town Hall.
- The second reading and adoption of the ordinance was at the May 6, 2024, meeting.
- The ordinance shall be effective on the 6th day of May 2024.

Motion #3: (Council member Hook/Council member Sines) Approval to accept and adopt the O-2024-02 charter amendment uninhabitable building ordinance for the Town of Friendsville. 6 in favor/0 opposed/0 abstention. Motion carries.

Mayor Schlosnagle shared that the pre-bid meeting for the concession stand, and ADA restroom was held this afternoon. Terry Spear, Craig Umbel, Wanda Guard, Mark Himebaugh and Mayor Schlosnagle attended the meeting. The pre-bid packet was distributed to council members and reviewed; Craig requested that the Mayor & Town Council be aware that they will be using grey concrete block walls for the building. Grey is a less expensive block than the tan block. Start date is June 10th since the GC Celtic Festival and Friendsville Elementary School will be using the park the first week of June. The mayor asked the council for its opinion regarding the contractor working on weekends. Terry shared due to the location of the electrical panel; they would like to realign the building to use the panel more by other vendors. Craig and Terry will stake it out before the next meeting so the council members can review the proposed location. Mayor Schlosnagle verified the fiber optic location in the park with Tyler Friend and Tyler will supply a map if needed. Miss Utility will mark along streets but will not mark private property. A comprehensive discussion of the sewer/water lines of the community park. Terry shared that the packet is a complete packet, and the building will be fully functioning facility and operational. The \$5,500 will cover the French fryer and flat top griddle other appliances such as refrigerators will be purchased by the FVFRD Special Events Committee.

It was pointed out that the packets are only to be distributed to contractors via Wanda at the Friendsville Town Hall office.

Mayor Schlosnagle shared that the seasonal worker, Larry Bowser, submitted a letter of resignation on April 24, 2024, due to obtaining additional hours at his other job and not being available to work for the Town of Friendsville. A letter is on file from Mr. Bowser. On April 30, 2024, Jamie Stemple was hired as the new seasonal worker for the Town of Friendsville.

Mayor spoke with Vince Klinkner, Youghiogheny River Lake Resource Manager with the Army Corps of Engineers to confirm the placement of the "takeout" signs along the Yough River would be acceptable. He confirmed that the signs were acceptable, and the size was what was needed to be seen from the river.

Jesse Brobst with Deer Park Signs' Proposal:

- 2 signs sized 48" x 48" Alu panel \$380.00 per sign.
- 2 posts per sign \$370.00 per sign.

Motion #4: (Council member Hook/Council member Kelley) Motion to approve the purchase and installation of signs from Deer Park Signs. Funding will be allocated from the collected takeout fees line. 6 in favor/0 opposed/0 abstention. Motion carries.

Mayor Schlosnagle reported that on 4/16/2024, the Town of Friendsville completed a trade, exchanging the 2007 GMD Sierra Truck for a 2021 Chevrolet Colorado. The mileage of the new vehicle was recorded at 41672 instead of 133725. The feedback on the truck's performance has been positive from all parties involved.

Mayor Schlosnagle instructed Todd Diehl to commence the tennis/pickleball courts as well as the basketball courts project after June 10th. The deposit will come out of the FY2024 budget and then the balance will be utilizing funds from the FY2025 budget.

Doug Ringer from Ringer Electric Inc. plans to install 3-50-amp receptacle boxes, relocate 3 boxes with switches and receptacles in the pavilion, and add 3 new receptacles. Work is scheduled to begin promptly, with the aim of completion by June 1st.

Mayor Schlosnagle has received two one-way signs and received approval from Miss Utility for them to be located at Maple & Walnut Streets. He asked the council for clarification regarding the location of the signs. A map (see appendix A) was given to the council members for reference. In the middle of Maple and Walnut is an alleyway. A letter has been mailed to Yutzy's family. Jennifer Uphold, Friendsville Pharmacy shared her thoughts of the need for the street to be a one-way street. Terry pointed out that five signs will be needed to make the whole way one-way.

Motion #5: (Council member MacLane/Council member Artice) Motion to approve the purchase and installation of one-way signs for the whole alley way which will go from Walnut to Maple marking the area with one-way signs. 6 in favor/0 opposed/0 abstention. Motion carries.

New Business

Mayor Schlosnagle presented two proposals for the removal of trees for the Town of Friendsville. (See attached appendix B & C)

Motion #6: (Council member Sines/Council member MacLane) Motion to accept the proposal from Skyline Excavating & Tree Service LLC \$3,500. 4 in favor/0 opposed/2 abstention. Motion carries.

Mayor Schlosnagle asked the council to accept and approve Resolution #2024-01 Support for the Garrett County Circuit Rider Town Manager Program and provide GC Community Action Committee, LLC a letter of support. (See attached appendix D, & E)

Motion #7: (Council member Sines/Council member Kelley) Motion to accept and approve the Resolution #2024-01 Support for the Garrett County Circuit Rider Town Manager Program and provide GC Community Action Committee, LLC a letter of support for the Town of Friendsville 6 in favor/0 opposed/0 abstention. Motion carries.

Mayor Schlosnagle presented proposals from Beitzel Corporation for the Town of Friendsville for sidewalk repair. (See attached appendix F, G & H) Funding will be allocated from the ARPA and streets/walks fund lines.

Motion #8: (Council member MacLane/Council member Sines) Motion to accept Beitzel Corporation Proposal P930109-01 \$27,806.00 6 in favor/0 opposed/0 abstention. Motion carries.

Motion #9: (Council member MacLane/Council member Sines) Motion to accept Beitzel Corporation Proposal P930109-02 \$26,544.00 6 in favor/0 opposed/0 abstention. Motion carries.

Motion #10: (Council member Artice/Council member MacLane) Motion to accept Beitzel Corporation Proposal P930109-03 \$21,193.00 6 in favor/0 opposed/0 abstention. Motion carries.

Mayor Schlosnagle shared that we received a request from GC Community Action Committee, Inc. asking to apply under the Town of Friendsville CDBG funds for the purchase of the Guardian Apartments that will be managed by Garrettland Realty

Motion #11: (Council member Hook/Council member Sines) Approval for GC Community Action Committee, Inc. to apply under the Town of Friendsville CDBG funds for the purchase of the Guardian Apartments that will be managed by Garrettland Realty.

6 in favor/0 opposed/0 abstention. Motion carries.

FY2025 Program Open Space requests are due on May 24, 2024. Siera Wigfield shared that the budget for POS grants this fiscal year is approximately \$174,000, marking a 65% decrease from previous years. Mayor Schlosnagle pointed out that we are still waiting for the money for the recreational pavilion. The consensus was not to apply for any more money at this point.

Mayor Schlosnagle, Council President Humberson, Randy Humberson, and Council Member Sheryl MacLane are scheduled to attend the AL/GAR meeting on May 8, 2024. However, Sheryl informed that she has an appointment conflicting with the meeting and won't be able to attend. Ed Kelley will confirm his availability to attend in her stead and will inform Mayor Schlosnagle accordingly.

Mayor's Report:

- A letter was received from Kevin Null, County Administrator dated April 17, 2024, notifying the Town of Friendsville that the Board of County Commissioners appointed Mr. Larry Shue to fill the At-Large vacancy on the Board.
- Miss Utility submitted for one-way signs.
- Spring Clean-Up was very successful.
- Following up with Kevin Null regarding increasing the commissioners park gift.
- Received a Thank you note from Lutheran Church for the Jane Fox memorial gift.
- Town of Friendsville was awarded \$25,000 for FFA museum; still waiting for the money before we can proceed with contractors to do the work.
- Dred, Clint and Spence attended the LIGIT Defensive Driver Course on 4/22/2024 at Garrett College.
- Arbor Day festival tree planting on April 29, 2024.
- Connor Norman will be attending the next Mayor & Town Council meeting on May 20, 2024.
- Next Hertiage Board meeting will be held on Monday, May 20, 2024 at the Chamber of Commerce Board Room.
- Street sweeping will be next Wednesday, May 15, 2024.
- Christy Thomas will be working on the additional 10 picnic tables.
- FY2025 Budget Hearing will be Wednesday, May 29, 2024, at 6:00 p.m.

Clerk's Report, Payables, & Receivables

Motion #12: (Council member Hook/Council member Sines) Approval to accept the clerk's report, payables, receivables, and salary summary for the month of April.

6 in favor/0 opposed/0 abstention. Motion carries.

Committees Reports:

- Buildings: Nothing
- Safety: Nothing
- Streets & Sidewalks: Nothing
- Community Park: Garrett Central Baseball opening day was Saturday, April 25, 2024; restroom on the softball side does not lock, all lights are installed and working. Tree located by the sandy beach; Mayor Schlosnagle will notify the Corps.
- Trees & Shrub: Mayor Schlosnagle shared with the council that the tree committee members, Council President, Humberson, Dred, Clint and the Friendsville Elementary School fifth grade class came to the town hall on April 29, 2024, and planted the two Snow Fountains Cherry trees in memory of Alice Spear & Julia Sines. Council member MacLane will follow-up regarding the tree posters. She shared that Mosser Meadows did not have the Yoshino Weeping Cherry trees, so they substituted them with Snow Fountains Cherry trees, Melissa Nash is checking on the tree samplings. Mayor Schlosnagle shared that the Friendsville Elementary School awards ceremony will be held on June 6th for the fourth graders and on June 7th for fifth graders.
- Economic Development: Nothing

Concerns of Council Members: Nothing

Council President, Humberson, noted that there were no agenda items pertaining to transient vacation rentals from Peggy Jamison for tonight's meeting.

Lynn Aycock raised concerns about a property within the town of Friendsville, expressing worries about potential mold in the residence. Additionally, Aycock mentioned a family renting the property with young children and inquired about possible actions the town could take. It was clarified that this matter falls outside the jurisdiction of the town.

Adjournment:

Motion #13 (Council member MacLane/Council member Hook): Approval to adjourn the meeting.
6 in favor/0 opposed/0 abstention. Motion carries.

The meeting was adjourned at 8:00 p.m.

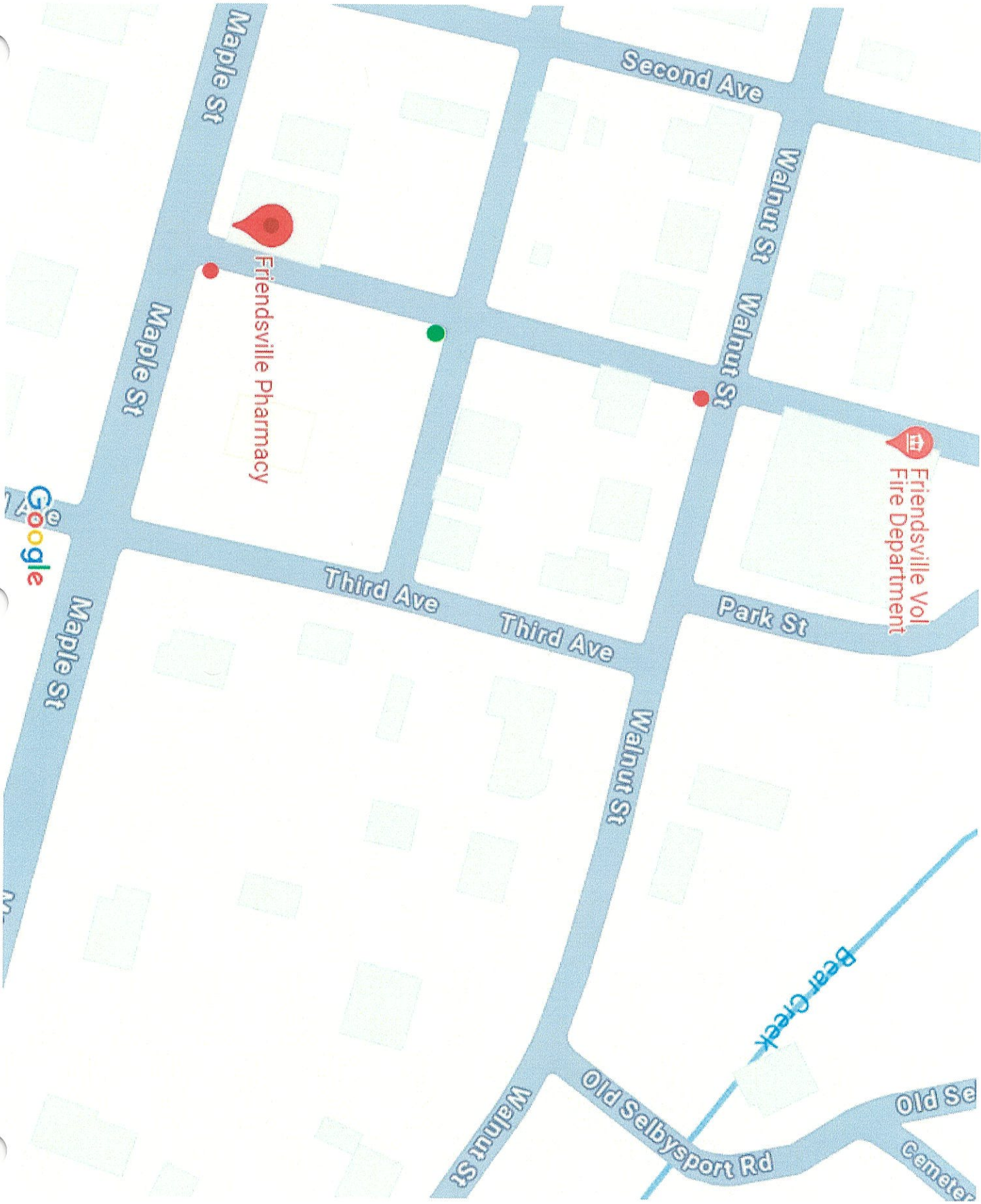
Respectfully Submitted,

Wanda M. Guard

Wanda M. Guard,
Administrative Assistant, Clerk-Treasurer

Approved:

Spma R. Schlosnagle,
Mayor
5/20/2024



Skyline Excavating & Tree Service LLC



4162 Blooming Rose Rd.
Friendsville, MD 21531
Phone/Fax: 301-746-5249

ESTIMATE

Date 4/17/2024

Name / Address

Town of Friendsville
P.O. Box 9
Friendsville, MD 21531
info@friendsville.org

COPY

Item	Description	Total:
Labor& Mat...	Remove two trees in front of Grace Lutheran Church. Grind stumps and remove 5 sections of sidewalk to allow for stump grinding. Grind stump located beside of Jane Fox's house. Clean up and disposal included at both locations.	3,500.00

Total	\$3,500.00
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Arbor Tech Tree Care

320 Durst Road
 Grantsville, Maryland 21536
 2403211610
 arbortechmd@gmail.com

COPY



RECIPIENT:

Spencer Schlossnagle

251 Maple Street
 Friendsville, Maryland 21531

Estimate #23	
Sent on	Apr 21, 2024
Total	\$2,875.00

Product/Service	Description	Total
Stump Removal	121 walnut stump removal. Stump and buttress roots will be ground (~56" diameter) to at least below grade. Excess grindings will removed, area graded, compacted, raked, and work area leaf blown and left neat.	\$275.00
Tree Removal	Remove the two maples at 251 Maple St. All material removed from the property, stumps cut low. A lane of Maple street must be temporarily closed.	\$1,525.00
Stump Removal	251 Maple St Stump removals. Grind to remove the stump and wide buttress root growth from the Norway and red maple removed in previous line item to at least below grade. The area (root mass) to be ground is much wider than the stumps (the entire raised area including grass around each stump any higher than final grade). This will include lifting the adjacent sidewalk slabs to access roots--as requested-- which have grown underneath and lifted said slabs. Excess grindings will removed, area graded, compacted, raked, and work area leaf blown and left neat. **If unbroken and there is appropriate base underneath, sidewalk slabs may be able to be replaced to re-establish the sidewalk (even if only temporarily until another contractor is available to remove and pour new sidewalk)	\$750.00
Haul Sidewalk Debris (optional)	At 251 Maple; Remove/haul away the slabs of sidewalk lifted to access roots (~5 slabs). This item is optional and avoidable if slabs are able to be lifted and replaced unbroken as described above and can be left as acceptable sidewalk	\$325.00

Total **\$2,875.00**

By approving this estimate I certify that Arbor Tech Tree Care, LLC will perform the work described above on my property (or property I have obtained permission to perform work on) at the price stated on this form. It is important to note that this is an estimate, and due to unforeseen events, or changes in availability, the prices on this form are subject to change. Acquisition of any applicable permits/HOA permissions/DNR Lake management permission/property owner permission (etc) is ultimately the responsibility of the customer. Adjustments to the work described herein or conflict with scheduling/execution of work are potential causes of additions to final cost. This price is valid for 30 days. Also by signing I indicate my understanding, that arborists cannot detect

Arbor Tech Tree Care

320 Durst Road
Grantsville, Maryland 21536
2403211610
arbortechmd@gmail.com

Y900



Notes Continued...

or anticipate every condition or event that could occur that would lead to the illness, structural failure, or other defect that could lead to a future problem with a tree nor can an arborist guarantee the future health or safety of a tree in all circumstances.

Signature: _____ Date: _____



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Resolution # 2024-01

MAYOR AND TOWN COUNCIL OF FRIENDSVILLE
SUPPORT FOR THE GARRETT COUNTY CIRCUIT RIDER TOWN MANAGER PROGRAM

THIS IS A RESOLUTION of the Mayor and Town Council of Friendsville approving the application by Garrett County Community Action Committee, Inc. (GCCAC) and receipt of financing for the Maryland Circuit Rider program administered by the Maryland Department of Housing and Community Development (DHCD) Division of Neighborhood Revitalization.

WHEREAS, the Mayor and Town Council of Friendsville recognizes that there is a significant need for services provided by the Municipal Circuit Rider to the municipalities of Garrett County; and,

WHEREAS, GCCAC is willing and able to prepare and submit the application and accept funds from DHCD for the purpose of operating a Municipal Circuit Rider program; and,

WHEREAS, the towns of Accident, Deer Park, Friendsville, Grantsville, Kitzmiller, Loch Lynn Heights, Mountain Lake Park, and Oakland all support the program either through direct financial assistance based on the percentage of the total in relation to town population or in-kind contributions in an amount not to exceed the total from all towns of \$ 16,000 for FY 2025; and,

WHEREAS, DHCD may provide some of the financings for the Municipal Circuit Rider program in order to assist in making it financially feasible; and,

WHEREAS, the applicable laws, regulations, and DHCD requirements necessitate approval of a resolution authorizing participation in the Municipal Circuit Rider program by each participating municipality.

NOW, THEREFORE BE IT RESOLVED, this 6th day of May, 2024 by the Mayor and Town Council of Friendsville that we are hereby providing formal notification of our continuing support for, and intent to participate in, the Garrett County Circuit Rider Program for State Fiscal Year 2025.

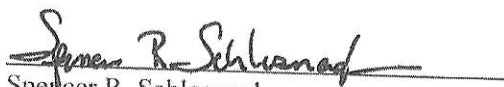
READ AND PASSED THIS 6th DAY OF May, 2024.

ATTEST/WITNESS:

APPROVED:



Wanda M. Guard,
Administration Assistant, Clerk-Treasurer




Spencer R. Schlosnagle
Mayor


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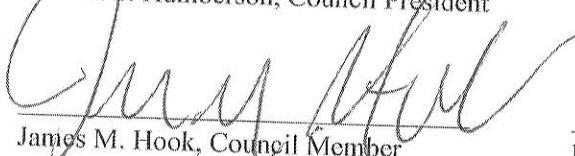
Resolution # 2024-01

MAYOR AND TOWN COUNCIL OF FRIENDSVILLE
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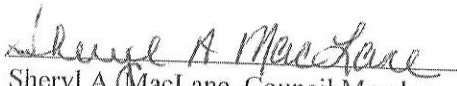
APPROVED (Continued):


Pamela S. Humberson, Council President


Michael E. Artice, Council Member


James M. Hook, Council Member


Edward B. Kelley, Council Member


Sheryl A. MacLane, Council Member


Robert H. Sines, Council Member



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May 6, 2024

COPY

Chris Mullet, President & CEO
Garrett County Community Action Committee, Inc.
104 East Center St.
Oakland, MD. 21550

Dear Mr. Mullet, *Chris*

This letter is to inform you that the Town of Friendsville will continue to participate in the Garrett County Circuit Rider program for the next fiscal year. The Town of Friendsville is committed to this program, which has benefited our community over the years. We passed a formal resolution at our May 6, 2024, Mayor & Town Council meeting. In addition, we have included \$850 in funding for fiscal year 2025 budget year for the Circuit Rider program.

Thank you for your assistance in making this program available to the Garrett County municipalities. Please contact me at 301.746.5919 if I can be of any further assistance.

Sincerely,

Spencer Schlosnagle
Mayor
Town of Friendsville

SRS/wmg



PROPOSAL: P930109-01 05/01/2024

333 Corporate Drive – Grantsville, MD 21536 – 301-245-4108 – BEITZELCORP.COM

QUOTE NAME: Town of Friendsville - Sidewalk Replacement
SUBMITTED TO: Friendsville, Town of – PO Box 9, Friendsville, MD, 21531
ATTENTION: Spencer Schlosnagle – townoffriendsville@qcol.net – 301-501-1605
PREPARED BY: Jared Beitzel – Project Manager
CONTACT: Jared Beitzel – jaredbeitzel@beitzelcorp.com – 301-616-2958

SCOPE:

- 1. Removal and replacement of approximately 355 SF of existing sidewalk located at 251 Maple St (Church)
 - General conditions and mobilization of equipment, tools, and crew.
 - Excavations incidental to new concrete and forms.
 - Cut asphalt at main road if required for sidewalk removal and reinstall cold patch asphalt.
 - Demolition and removal of existing sidewalk.
 - Excavations of sub-base for 5” of concrete and 3” of stone if stone is not present or if 5” of depth is not present.
 - Provide and install up to 3” of stone if stone is not present.
 - Provide, install, and strip concrete forms and bracing.
 - Provide and install welded 6x6 wire mesh.
 - Provide, place, and finish 4000 psi concrete to a 5” depth.
 - Cure concrete with a liquid curing compound.
 - Installation of contraction joints at 5’ intervals.
 - Installation of expansion joints and smooth dowels at 20’ intervals.
 - Installation of (1) ADA detectable warning surface.
 - Backfilling of new sidewalk.
 - Provide and place seed & mulch at disturbed areas.

Price: \$17,142.00

- 2. Removal and replacement of (2) 5’x5’ sections (approximately 50 SF) of existing sidewalk located at 249 Maple St
 - General conditions and mobilization of equipment, tools, and crew.
 - Excavations incidental to new concrete and forms.
 - Demolition and removal of existing sidewalk.
 - Provide, install, and strip concrete forms and bracing.
 - Provide and install welded 6x6 wire mesh.
 - Provide, place, and finish 4000 psi concrete to match existing sidewalk.
 - Cure concrete with a liquid curing compound.

- Drill and install smooth dowels into existing sidewalk to tie in new sidewalk.
- Backfilling of new sidewalk.
- Provide and place seed & mulch at disturbed areas.

Price: \$3,785.00

3. Removal and replacement of approximately 50 SF of existing sidewalk located at 245 Maple St

- General conditions and mobilization of equipment, tools, and crew.
- Excavations incidental to new concrete and forms.
- Demolition and removal of existing sidewalk.
- Provide, install, and strip concrete forms and bracing.
- Provide and install welded 6x6 wire mesh.
- Provide, place, and finish 4000 psi concrete to match existing sidewalk.
- Cure concrete with a liquid curing compound.
- Installation of contraction joints at 5' intervals.
- Drill and install smooth dowels into existing sidewalk to tie in new sidewalk.
- Backfilling of new sidewalk.
- Provide and place seed & mulch at disturbed areas.
- Grind high spot at section of sidewalk accessing the main road.

Price: \$3,388.00

4. Removal and replacement of approximately 50 SF of existing sidewalk located at 253 Maple St along Second St

- General conditions and mobilization of equipment, tools, and crew.
- Excavations incidental to new concrete and forms.
- Demolition and removal of existing sidewalk.
- Provide, install, and strip concrete forms and bracing.
- Provide and install welded 6x6 wire mesh.
- Provide, place, and finish 4000 psi concrete to match existing sidewalk.
- Cure concrete with a liquid curing compound.
- Installation of contraction joints at 5' intervals.
- Drill and install smooth dowels into existing sidewalk to tie in new sidewalk.
- Backfilling of new sidewalk.
- Provide and place seed & mulch at disturbed areas.

Price: \$3,491.00

NOTES & CLARIFICATIONS:

Notes:

- Beitzel's offer assumes no access restrictions to work zones; and, is based on a 10 hour per day workday; with work schedule of Monday-Thursday. In the event that Beitzel Corporations work is interrupted for any reason beyond our control, Beitzel shall be compensated per hour for standby of the crew and equipment.
- Beitzel has assumed we can leave our tool trailer and equipment on the job site property during non-working hours for the construction duration.

- Beitzel's offer includes removal of excavated and demoed materials from work locations to a town designated dump location within a mile of the work sites.
- Beitzel assumes the town will have a designated dumpster available for small debris and trash.
- Beitzel assumes a temporary staging area for stone will be provided in town.
- Beitzel assumes the town has been provided permission from landowners for Beitzel to access their properties to stage materials, work, and install sidewalks where indicated by the town.
- Beitzel has not included excavation of sub base and installation of stone at small sectional sidewalk replacement and plans to replace in kind concrete to match existing sidewalk.
- Beitzel's offer assumes proposal NO. 930109-01, 930109-02, and 930109-03 will be awarded and completed at the same time. If any of the proposals are not awarded, additional mobilization and equipment costs will apply.

Exclusions:

- Any permits required to perform work
- Third party inspections and testing
- Painting of walkways, roadways, or structures
- Surveying
- Traffic control
- Concrete winterization
- Hard rock excavations
- Dumpsters or dump site for excavated and demoed materials
- Relocating electrical, or any unforeseen underground utilities
- Removal of trees, roots, etc
- Removal or relocation of any concrete structures present under existing sidewalks
- Stone under small sidewalk replacement areas

PRICING

Price: \$27,806.00

Payment to be made as follows: Net 30 days

**Proposal is valid for 30 days*

TERMS & CONDITIONS

1. **General.** Customer's acceptance of these Terms shall be conclusively presumed from Customer's acceptance of all or any part of the Services or from payment to Seller for all or any part of the Services provided. These Terms supersede and will govern in place of any additional or conflicting terms on Customer's purchase order, other correspondence, or documentation submitted to Seller. Seller hereby expressly limits its acceptance of Customer's purchase order to these Terms, and hereby gives notice of objection to any additional or conflicting terms. No amendment to these Terms will be effective unless in signed writing by the parties.
2. **Purchase Orders.** Customer's authorized representative shall purchase Services by issuing a written purchase order indicating the specific Services requested, including but not limited to, material quantity and type, shipping dates, bill-to and ship-to addresses, tax exempt certifications (if applicable), and other pertinent information. The parties will mutually agree on the scope and scheduling of the Services. If Customer's purchase order is for a fixed scope of Services, and Customer requests Seller to provide additional Services outside of the fixed scope, Seller may elect to do so at its then existing time-and-materials rates.
3. **Service Records.** If Seller submits daily, weekly, or monthly records indicating the Services performed therein, Customer shall promptly inspect and compare the actual Services and the recorded Services, and Customer's signature or failure to object to the recorded Services shall constitute acceptance of the Services as recorded.
4. **Payment.** The following payment terms apply to Services:
 - a. **Invoices.** Seller may submit invoices on a weekly, monthly, or other agreed upon basis, and Customer shall make payment within 30 days of the invoice date. All invoices not timely paid will accrue interest at a rate of 1.5% per month. Customer shall pay all sales and use taxes pursuant to any applicable state codes or regulations.
 - b. **Time and Material Rates.** Any Services provided on a time and material basis will be at Seller's then existing time and material rates. Seller may modify its time and material rates following notice to Customer.
 - c. **Acceptance.** In the absence of Customer's express acceptance, Customer will be deemed to have accepted the Services upon the earlier of (i) payment of the invoice amount, (ii) receipt and review of Seller's service records, or (iii) ten (10) days after Seller's notice of completion of the Services.
5. **Material Escalation.** The parties hereby agree that certain Services are subject to unforeseen market fluctuations. Accordingly, certain portions of Services comprised of steel or aluminum will be subject to price adjustments based on the 20-city average Material Cost Index ("MCI") as recorded in the Construction Weekly Publication "Engineering News-Record" ("ENR"). The fixed prices or unit price for the above referenced portions of Services are subject to adjustment as follows:
 - a. If necessary, Seller shall include in its invoices a line item detailing any escalation payment due. Any adjustment will be based on the percent difference of the most recently published MCI prior to Seller's invoice date (each an "Invoice MCI"), and the most recently published MCI prior to the date on the face of Seller's proposal ("Baseline MCI"). Each applicable Invoice MCI and the Baseline MCI are made a part of this Purchase Agreement and are hereby incorporated by reference.
 - b. The following circumstances determine whether an adjustment to Service prices comprised of steel or aluminum are required.
 - i. **No Adjustment.** If the percentage change (either as an increase or decrease) in the applicable Invoice MCI and the Baseline MCI is equal to or less than 5%, then no adjustment will occur.
 - ii. **Escalation Payment.** If the percentage change between the applicable Invoice MCI and the Baseline MCI increases by more than 5%, Customer shall issue a change order to cover the increased cost based on the percentage in excess of the 5% increase. Seller shall be responsible for the first 5% increase and Customer shall be responsible for the remainder of the total increase after the initial 5% increase. Customer shall make said payment on the next regularly scheduled payment date.
 - iii. **Fuel.** The parties further agree that in addition to the above, Seller may add a reasonable surcharge to reflect increased fuel costs. Seller will separately state the increased surcharge on each applicable invoice.
6. **Customer's Responsibility.**
 - a. **Worksite Condition.** If Customer is to prepare the worksite for Seller's performance, Customer represents and warrants that such worksite will be provided in a condition fit and suitable for Seller to perform its Services. Seller may inspect such worksite and require additional preparation or changes to be performed by Customer if the worksite is not safe or fit for Seller's performance. Customer shall provide Seller with all relevant reports, designs, drawings, and all other applicable material. If Seller informs Customer of any subsurface or latent conditions at the worksite differing materially from those indicated in the purchase order and its exhibits, or physical conditions at the site of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of a similar nature, Customer shall grant an equitable adjustment to the Service price and schedule. Customer further represents that the worksite has sufficient electric power to support the work provided by Seller.
 - b. **Third Party Work.** If Customer performs work at the worksite directly or by others, Customer shall coordinate, and shall require each separate contractor to coordinate, the activities to avoid interfering with Seller's schedule and performance of Services. Seller will receive an equitable adjustment to the Service price and schedule for any delay due to interfering on-site work.
7. **Warranty.**
 - a. **Seller Warranty.** Seller solely warrants that it will fabricate the Services and associated goods in accordance with the Customer's written specifications. To the fullest extent permitted by applicable law, Seller hereby expressly disclaims all warranties, whether express or implied warranties, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Except as otherwise set forth in this Section 7(a), all Services are provided AS-IS.
 - b. **Customer Representation.** Customer represents that all Seller may rely on the accuracy of all Customer supplied drawings, specifications, and other written directives.
8. **Risk of Loss.** If the Services require Seller to use tools, equipment, or materials ("Customer Equipment") supplied by Customer, Customer shall bear the entire risk of loss, theft, damage to, or destruction of ("Risk") all Customer Equipment from any cause from the time the Customer Equipment is delivered to Seller until it is returned to Customer, except to the extent caused by Seller's sole negligence.
9. **Indemnity.**
 - a. **Seller Indemnity.** Seller shall indemnify, defend, and hold Customer harmless from and against all losses, including costs and reasonable attorneys' fees (whether from in-house or outside counsel) to the extent caused by the negligence of Seller or its material breach of these Terms.
 - b. **Customer Indemnity.** Customer shall indemnify, defend, and hold Seller harmless from and against all losses, including costs and reasonable attorneys' fees (whether from in-house or outside counsel) to the extent caused by the negligence of Customer or third parties under its control, or due to Customer's material breach of these Terms.
10. **Insurance.** Each party shall purchase at their respective expense and maintain throughout the course of the Services insurance with customary coverage and sufficient minimum amounts to support their respective obligations under these Terms. Each party further agrees to waive, and to cause their respective insurers to waive, any right to subrogate a claim arising out of these Terms and Services. Such coverages, minimum amounts, and waiver will be evidenced on certificates of insurance, as requested.
11. **Termination.**

- a. Termination for Convenience. Either party may terminate all or part of the Services without cause and for its own convenience following thirty (30) days written notice to the other party. If Customer terminates the Services, Seller shall cease operations as directed in Customer's notice and take reasonable actions to protect and preserve the Work. In case of such termination, Customer shall pay Seller for all Services performed up to the date of termination and all reasonable expenses incurred as a result of such termination, plus ten percent.
 - b. Termination for Cause. Either party may terminate all or part of the Services for a material breach by the other if such breach is not cured within fifteen (15) days of receipt of written notice. In such event, the non-breaching party may recover its reasonable, actual direct damages due to such breach, subject to Section 14.
12. **Independent Contractor.** Seller is an independent contractor with respect to the Services for Customer, and neither Customer nor anyone used or employed by Customer is an agent, employee, or joint venture of Seller. To the extent that Seller provides crane services, Customer acknowledges and agrees that Seller will retain exclusive control of all crane equipment at all times. Seller will provide crane services for a specific task or set of tasks as agreed to in a purchase order, and Seller shall retain exclusive control and discretion over the operation of crane equipment and manner of completion. Customer acknowledges that Seller's cranes are not furnished for Customer's discretionary use and that the form of purchase order pricing neither determines the substance of the transaction nor Seller's control over the crane equipment.
 13. **Force Majeure.** Neither party will be liable to the other for any failure to perform (except payment obligations) or delay arising out of causes unforeseen and reasonably beyond the affected party's control.
 14. **Limitation of Liability.** Neither party shall be liable to the other for any indirect, incidental, special, punitive, or consequential damages in any manner in connection with or arising out of these Terms, regardless of the form of the action or the basis of the claim, or whether or not such party has been advised of the possibility of such damages. To the extent permitted by applicable law, Seller's aggregate liability to Customer under these Terms or otherwise is limited to no more than the total annual dollar amount paid to Seller for the particular Services giving rise to the liability under the particular purchase order.
 15. **Severability.** If any term of this Agreement is held invalid or unenforceable, such term will be excluded to the extent of such invalidity or unenforceability. All other terms will remain in full force and effect.
 16. **Waiver.** A delay or failure in enforcing any right or remedy in these Terms or provided by law will not prejudice or operate to waive that right or remedy.
 17. **Negotiated Terms.** These Terms are the result of negotiations between Customer and Seller. Accordingly, these Terms will not be construed in favor of or against either Party.
 18. **Claims.** Any claims by Customer, whether in contract, tort, or under any other theory of law, and arising out of these Terms must be submitted to Seller in writing within 1 year from the date of Customer's knowledge of such claim. Customer's failure to do so will constitute a waiver by Customer of any legal or equitable rights with respect to the claim or dispute.
 19. **Governing Law and Venue.** The laws of the State of Maryland shall govern all matters arising out of or relating to these Terms and Services, excluding conflict of law principles. Any party bringing legal action or proceeding against any other party shall only bring the legal action in a court in the State of Maryland. The parties hereby irrevocably consent to jurisdiction and venue exclusively in the State of Maryland, and hereby waive any claim of forum nonconveniens.

Entire Agreement. These terms constitute the complete, entire, and fully integrated understanding of the parties with respect to the Services.

License Numbers: Control # 11384881 00078256

Customer's Name: Town of Friendsville
 By: Spencer R. Schlosnagh
 Its: Spencer R. Schlosnagh
 Date: 5/6/2024



PROPOSAL: P930109-02 05/01/2024

333 Corporate Drive – Grantsville, MD 21536 – 301-245-4108 – BEITZELCORP.COM

QUOTE NAME: Town of Friendsville - Sidewalk Replacement

SUBMITTED TO: Friendsville, Town of – PO Box 9, Friendsville, MD, 21531

ATTENTION: Spencer Schlosnagle – townoffriendsville@qcol.net – 301-501-1605

PREPARED BY: Jared Beitzel – Project Manager

CONTACT: Jared Beitzel – jaredbeitzel@beitzelcorp.com – 301-616-2958

SCOPE:

1. Removal and replacement of approximately 440 SF of existing sidewalk located at 248 Maple St (Pharmacy)
 - General conditions and mobilization of equipment, tools, and crew.
 - Excavations incidental to new concrete and forms.
 - Cut asphalt if required for sidewalk removal and reinstall cold patch asphalt.
 - Demolition and removal of existing sidewalk.
 - Excavations of sub-base for 5" of concrete and 3" of stone if stone is not present or if 5" of depth is not present.
 - Provide and install up to 3" of stone if stone is not present.
 - Provide, install, and strip concrete forms and bracing.
 - Provide and install welded 6x6 wire mesh.
 - Provide, place, and finish 4000 psi concrete to a 5" depth.
 - Cure concrete with a liquid curing compound.
 - Installation of contraction joints at 5' intervals.
 - Installation of expansion joints and smooth dowels at 20' intervals.
 - Installation of (2) ADA detectable warning surface.
 - Backfilling of new sidewalk.
 - Provide and place seed & mulch at disturbed areas.

Price: \$26,544.00

NOTES & CLARIFICATIONS:

Notes:

- Beitzel's offer assumes no access restrictions to work zones; and, is based on a 10 hour per day workday; with work schedule of Monday-Thursday. In the event that Beitzel Corporations work is interrupted for any reason beyond our control, Beitzel shall be compensated per hour for standby of the crew and equipment.
- Beitzel has assumed we can leave our tool trailer and equipment on the job site property during non-working hours for the construction duration.

- Beitzel's offer includes removal of excavated and demoed materials from work locations to a town designated dump location within a mile of the work sites.
- Beitzel assumes the town will have a designated dumpster available for small debris and trash.
- Beitzel assumes a temporary staging area for stone will be provided in town.
- Beitzel assumes the town has been provided permission from landowners for Beitzel to access their properties to stage materials, work, and install sidewalks where indicated by the town.
- Beitzel assumes others to remove the wooden entry ways skirt boards to allow for removal of exposed sidewalk.
- Beitzel's offer assumes proposal NO. 930109-01, 930109-02, and 930109-03 will be awarded and completed at the same time. If any of the proposals are not awarded, additional mobilization and equipment costs will apply.

Exclusions:

- Any permits required to perform work
- Third party inspections and testing
- Painting of walkways, roadways, or structures
- Surveying
- Traffic control
- Concrete winterization
- Hard rock excavations
- Dumpsters or dump site for excavated and demoed materials
- Relocating electrical, or any unforeseen underground utilities
- Removal of trees, roots, etc
- Removal or relocation of any concrete structures present under existing sidewalks

PRICING

Price: \$26,544.00

Payment to be made as follows: Net 30 days

**Proposal is valid for 30 days*

TERMS & CONDITIONS

1. **General.** Customer's acceptance of these Terms shall be conclusively presumed from Customer's acceptance of all or any part of the Services or from payment to Seller for all or any part of the Services provided. These Terms supersede and will govern in place of any additional or conflicting terms on Customer's purchase order, other correspondence, or documentation submitted to Seller. Seller hereby expressly limits its acceptance of Customer's purchase order to these Terms, and hereby gives notice of objection to any additional or conflicting terms. No amendment to these Terms will be effective unless in signed writing by the parties.
2. **Purchase Orders.** Customer's authorized representative shall purchase Services by issuing a written purchase order indicating the specific Services requested, including but not limited to, material quantity and type, shipping dates, bill-to and ship-to addresses, tax exempt certifications (if applicable), and other pertinent information. The parties will mutually agree on the scope and scheduling of the Services. If Customer's purchase order is for a fixed scope of Services, and Customer requests Seller to provide additional Services outside of the fixed scope, Seller may elect to do so at its then existing time-and-materials rates.
3. **Service Records.** If Seller submits daily, weekly, or monthly records indicating the Services performed therein, Customer shall promptly inspect and compare the actual Services and the recorded Services, and Customer's signature or failure to object to the recorded Services shall constitute acceptance of the Services as recorded.
4. **Payment.** The following payment terms apply to Services:
 - a. **Invoices.** Seller may submit invoices on a weekly, monthly, or other agreed upon basis, and Customer shall make payment within 30 days of the invoice date. All invoices not timely paid will accrue interest at a rate of 1.5% per month. Customer shall pay all sales and use taxes pursuant to any applicable state codes or regulations.
 - b. **Time and Material Rates.** Any Services provided on a time and material basis will be at Seller's then existing time and material rates. Seller may modify its time and material rates following notice to Customer.
 - c. **Acceptance.** In the absence of Customer's express acceptance, Customer will be deemed to have accepted the Services upon the earlier of (i) payment of the invoice amount, (ii) receipt and review of Seller's service records, or (iii) ten (10) days after Seller's notice of completion of the Services.
5. **Material Escalation.** The parties hereby agree that certain Services are subject to unforeseen market fluctuations. Accordingly, certain portions of Services comprised of steel or aluminum will be subject to price adjustments based on the 20-city average Material Cost Index ("MCI") as recorded in the Construction Weekly Publication "Engineering News-Record ("ENR"). The fixed prices or unit price for the above referenced portions of Services are subject to adjustment as follows:
 - a. If necessary, Seller shall include in its invoices a line item detailing any escalation payment due. Any adjustment will be based on the percent difference of the most recently published MCI prior to Seller's invoice date (each an "Invoice MCI"), and the most recently published MCI prior to the date on the face of Seller's proposal ("Baseline MCI"). Each applicable Invoice MCI and the Baseline MCI are made a part of this Purchase Agreement and are hereby incorporated by reference.
 - b. The following circumstances determine whether an adjustment to Service prices comprised of steel or aluminum are required.
 - i. **No Adjustment.** If the percentage change (either as an increase or decrease) in the applicable Invoice MCI and the Baseline MCI is equal to or less than 5%, then no adjustment will occur.
 - ii. **Escalation Payment.** If the percentage change between the applicable Invoice MCI and the Baseline MCI increases by more than 5%, Customer shall issue a change order to cover the increased cost based on the percentage in excess of the 5% increase. Seller shall be responsible for the first 5% increase and Customer shall be responsible for the remainder of the total increase after the initial 5% increase. Customer shall make said payment on the next regularly scheduled payment date.
 - iii. **Fuel.** The parties further agree that in addition to the above, Seller may add a reasonable surcharge to reflect increased fuel costs. Seller will separately state the increased surcharge on each applicable invoice.
6. **Customer's Responsibility.**
 - a. **Worksite Condition.** If Customer is to prepare the worksite for Seller's performance, Customer represents and warrants that such worksite will be provided in a condition fit and suitable for Seller to perform its Services. Seller may inspect such worksite and require additional preparation or changes to be performed by Customer if the worksite is not safe or fit for Seller's performance. Customer shall provide Seller with all relevant reports, designs, drawings, and all other applicable material. If Seller informs Customer of any subsurface or latent conditions at the worksite differing materially from those indicated in the purchase order and its exhibits, or physical conditions at the site of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of a similar nature, Customer shall grant an equitable adjustment to the Service price and schedule. Customer further represents that the worksite has sufficient electric power to support the work provided by Seller.
 - b. **Third Party Work.** If Customer performs work at the worksite directly or by others, Customer shall coordinate, and shall require each separate contractor to coordinate, the activities to avoid interfering with Seller's schedule and performance of Services. Seller will receive an equitable adjustment to the Service price and schedule for any delay due to interfering on-site work.
7. **Warranty.**
 - a. **Seller Warranty.** Seller solely warrants that it will fabricate the Services and associated goods in accordance with the Customer's written specifications. To the fullest extent permitted by applicable law, Seller hereby expressly disclaims all warranties, whether express or implied warranties, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Except as otherwise set forth in this Section 7(a), all Services are provided AS-IS.
 - b. **Customer Representation.** Customer represents that all Seller may rely on the accuracy of all Customer supplied drawings, specifications, and other written directives.
8. **Risk of Loss.** If the Services require Seller to use tools, equipment, or materials ("Customer Equipment") supplied by Customer, Customer shall bear the entire risk of loss, theft, damage to, or destruction of ("Risk") all Customer Equipment from any cause from the time the Customer Equipment is delivered to Seller until it is returned to Customer, except to the extent caused by Seller's sole negligence.
9. **Indemnity.**
 - a. **Seller Indemnity.** Seller shall indemnify, defend, and hold Customer harmless from and against all losses, including costs and reasonable attorneys' fees (whether from in-house or outside counsel) to the extent caused by the negligence of Seller or its material breach of these Terms.
 - b. **Customer Indemnity.** Customer shall indemnify, defend, and hold Seller harmless from and against all losses, including costs and reasonable attorneys' fees (whether from in-house or outside counsel) to the extent caused by the negligence of Customer or third parties under its control, or due to Customer's material breach of these Terms.
10. **Insurance.** Each party shall purchase at their respective expense and maintain throughout the course of the Services insurance with customary coverage and sufficient minimum amounts to support their respective obligations under these Terms. Each party further agrees to waive, and to cause their respective insurers to waive, any right to subrogate a claim arising out of these Terms and Services. Such coverages, minimum amounts, and waiver will be evidenced on certificates of insurance, as requested.
11. **Termination.**

- a. **Termination for Convenience.** Either party may terminate all or part of the Services without cause and for its own convenience following thirty (30) days written notice to the other party. If Customer terminates the Services, Seller shall cease operations as directed in Customer's notice and take reasonable actions to protect and preserve the Work. In case of such termination, Customer shall pay Seller for all Services performed up to the date of termination and all reasonable expenses incurred as a result of such termination, plus ten percent.
 - b. **Termination for Cause.** Either party may terminate all or part of the Services for a material breach by the other if such breach is not cured within fifteen (15) days of receipt of written notice. In such event, the non-breaching party may recover its reasonable, actual direct damages due to such breach, subject to Section 14.
12. **Independent Contractor.** Seller is an independent contractor with respect to the Services for Customer, and neither Customer nor anyone used or employed by Customer is an agent, employee, or joint venture of Seller. To the extent that Seller provides crane services, Customer acknowledges and agrees that Seller will retain exclusive control of all crane equipment at all times. Seller will provide crane services for a specific task or set of tasks as agreed to in a purchase order, and Seller shall retain exclusive control and discretion over the operation of crane equipment and manner of completion. Customer acknowledges that Seller's cranes are not furnished for Customer's discretionary use and that the form of purchase order pricing neither determines the substance of the transaction nor Seller's control over the crane equipment.
 13. **Force Majeure.** Neither party will be liable to the other for any failure to perform (except payment obligations) or delay arising out of causes unforeseen and reasonably beyond the affected party's control.
 14. **Limitation of Liability.** Neither party shall be liable to the other for any indirect, incidental, special, punitive, or consequential damages in any manner in connection with or arising out of these Terms, regardless of the form of the action or the basis of the claim, or whether or not such party has been advised of the possibility of such damages. To the extent permitted by applicable law, Seller's aggregate liability to Customer under these Terms or otherwise is limited to no more than the total annual dollar amount paid to Seller for the particular Services giving rise to the liability under the particular purchase order.
 15. **Severability.** If any term of this Agreement is held invalid or unenforceable, such term will be excluded to the extent of such invalidity or unenforceability. All other terms will remain in full force and effect.
 16. **Waiver.** A delay or failure in enforcing any right or remedy in these Terms or provided by law will not prejudice or operate to waive that right or remedy.
 17. **Negotiated Terms.** These Terms are the result of negotiations between Customer and Seller. Accordingly, these Terms will not be construed in favor of or against either Party.
 18. **Claims.** Any claims by Customer, whether in contract, tort, or under any other theory of law, and arising out of these Terms must be submitted to Seller in writing within 1 year from the date of Customer's knowledge of such claim. Customer's failure to do so will constitute a waiver by Customer of any legal or equitable rights with respect to the claim or dispute.
 19. **Governing Law and Venue.** The laws of the State of Maryland shall govern all matters arising out of or relating to these Terms and Services, excluding conflict of law principles. Any party bringing legal action or proceeding against any other party shall only bring the legal action in a court in the State of Maryland. The parties hereby irrevocably consent to jurisdiction and venue exclusively in the State of Maryland, and hereby waive any claim of forum nonconveniens.

Entire Agreement. These terms constitute the complete, entire, and fully integrated understanding of the parties with respect to the Services.

License Numbers: Control # 11384881 00078256

Customer's Name: Town of Friendsville
 By: Spencer R. Schloman
 Its: Spencer R. Schloman
 Date: 5/6/2024



PROPOSAL: P930109-03 05/01/2024

333 Corporate Drive – Grantsville, MD 21536 – 301-245-4108 – BEITZELCORP.COM

QUOTE NAME: Town of Friendsville - Sidewalk Replacement

SUBMITTED TO: Friendsville, Town of – PO Box 9, Friendsville, MD, 21531

ATTENTION: Spencer Schlosnagle – townoffriendsville@qcol.net – 301-501-1605

PREPARED BY: Jared Beitzel – Project Manager

CONTACT: Jared Beitzel – jaredbeitzel@beitzelcorp.com – 301-616-2958

SCOPE:

1. Removal and replacement of approximately 59 SF of existing sidewalk located at 127 Walnut St

- General conditions and mobilization of equipment, tools, and crew.
- Cut asphalt if required for sidewalk removal and reinstall cold patch asphalt.
- Excavations incidental to new concrete and forms.
- Demolition and removal of existing sidewalk.
- Provide, install, and strip concrete forms and bracing.
- Provide and install welded 6x6 wire mesh.
- Provide, place, and finish 4000 psi concrete to match existing sidewalk.
- Cure concrete with a liquid curing compound.
- Installation of contraction joints at 5' intervals.
- Drill and install smooth dowels into existing sidewalk to tie in new sidewalk.
- Grind high spot at one section.

Price: \$3,868.00

2. Removal and replacement of approximately 127 SF of existing sidewalk located at 111 & 113 Walnut St

- General conditions and mobilization of equipment, tools, and crew.
- Cut asphalt if required for sidewalk removal and reinstall cold patch asphalt.
- Excavations incidental to new concrete and forms.
- Demolition and removal of existing sidewalk.
- Provide, install, and strip concrete forms and bracing.
- Provide and install welded 6x6 wire mesh.
- Provide, place, and finish 4000 psi concrete to match existing sidewalk.
- Cure concrete with a liquid curing compound.
- Installation of contraction joints at 5' intervals.
- Installation of expansion joints and smooth dowels at 20' intervals.
- Drill and install smooth dowels into existing sidewalk to tie in new sidewalk.
- Backfilling of new sidewalk.
- Provide and place seed & mulch at disturbed areas.

Price: \$9,544.00

3. Removal and replacement of approximately 32 SF of existing sidewalk located at corner of First Ave & Walnut St (Along First Ave)

- General conditions and mobilization of equipment, tools, and crew.
- Cut asphalt if required for sidewalk removal and reinstall cold patch asphalt.
- Excavations incidental to new concrete and forms.
- Demolition and removal of existing sidewalk.
- Provide, install, and strip concrete forms and bracing.
- Provide and install welded 6x6 wire mesh.
- Provide, place, and finish 4000 psi concrete to match existing sidewalk.
- Cure concrete with a liquid curing compound.
- Drill and install smooth dowels into existing sidewalk to tie in new sidewalk.
- Backfilling of new sidewalk.
- Provide and place seed & mulch at disturbed areas.

Price: \$3,879.00

4. Removal and replacement of approximately 46 SF of existing sidewalk located at 121 Walnut St

- General conditions and mobilization of equipment, tools, and crew.
- Cut asphalt if required for sidewalk removal and reinstall cold patch asphalt.
- Excavations incidental to new concrete and forms.
- Demolition and removal of existing sidewalk.
- Provide, install, and strip concrete forms and bracing.
- Provide and install welded 6x6 wire mesh.
- Provide, place, and finish 4000 psi concrete to match existing sidewalk.
- Cure concrete with a liquid curing compound.
- Installation of contraction joints at 5' intervals.
- Drill and install smooth dowels into existing sidewalk to tie in new sidewalk.
- Backfilling of new sidewalk.
- Provide and place seed & mulch at disturbed areas.

Price: \$3,902.00

NOTES & CLARIFICATIONS:

Notes:

- Beitzel's offer assumes no access restrictions to work zones; and, is based on a 10 hour per day workday; with work schedule of Monday-Thursday. In the event that Beitzel Corporations work is interrupted for any reason beyond our control, Beitzel shall be compensated per hour for standby of the crew and equipment.
- Beitzel has assumed we can leave our tool trailer and equipment on the job site property during non-working hours for the construction duration.
- Beitzel's offer includes removal of excavated and demoed materials from work locations to a town designated dump location within a mile of the work sites.
- Beitzel assumes the town will have a designated dumpster available for small debris and trash.

- Beitzel assumes the town has been provided permission from landowners for Beitzel to access their properties to stage materials, work, and install sidewalks where indicated by the town.
- Beitzel has not included excavation of sub base and installation of stone and plans to replace in kind concrete to match existing sidewalk.
- Beitzel's offer assumes the sidewalk located at 127 Walnut St does not tie into or under the existing concrete wall adjacent to the sidewalk to be replaced.
- Beitzel's offer assumes proposal NO. 930109-01, 930109-02, and 930109-03 will be awarded and completed at the same time. If any of the proposals are not awarded, additional mobilization and equipment costs will apply.

Exclusions:

- Any permits required to perform work
- Third party inspections and testing
- Painting of walkways, roadways, or structures
- Surveying
- Traffic control
- Concrete winterization
- Hard rock excavations
- Dumpsters or dump site for excavated and demoed materials
- Relocating electrical, or any unforeseen underground utilities
- Removal of trees, roots, etc
- Removal or relocation of any concrete structures present under existing sidewalks
- Installation of stone under sidewalks

PRICING

Price: \$21,193.00

Payment to be made as follows: Net 30 days

**Proposal is valid for 30 days*

TERMS & CONDITIONS

1. **General.** Customer's acceptance of these Terms shall be conclusively presumed from Customer's acceptance of all or any part of the Services or from payment to Seller for all or any part of the Services provided. These Terms supersede and will govern in place of any additional or conflicting terms on Customer's purchase order, other correspondence, or documentation submitted to Seller. Seller hereby expressly limits its acceptance of Customer's purchase order to these Terms, and hereby gives notice of objection to any additional or conflicting terms. No amendment to these Terms will be effective unless in signed writing by the parties.
2. **Purchase Orders.** Customer's authorized representative shall purchase Services by issuing a written purchase order indicating the specific Services requested, including but not limited to, material quantity and type, shipping dates, bill-to and ship-to addresses, tax exempt certifications (if applicable), and other pertinent information. The parties will mutually agree on the scope and scheduling of the Services. If Customer's purchase order is for a fixed scope of Services, and Customer requests Seller to provide additional Services outside of the fixed scope, Seller may elect to do so at its then existing time-and-materials rates.
3. **Service Records.** If Seller submits daily, weekly, or monthly records indicating the Services performed therein, Customer shall promptly inspect and compare the actual Services and the recorded Services, and Customer's signature or failure to object to the recorded Services shall constitute acceptance of the Services as recorded.
4. **Payment.** The following payment terms apply to Services:
 - a. **Invoices.** Seller may submit invoices on a weekly, monthly, or other agreed upon basis, and Customer shall make payment within 30 days of the invoice date. All invoices not timely paid will accrue interest at a rate of 1.5% per month. Customer shall pay all sales and use taxes pursuant to any applicable state codes or regulations.
 - b. **Time and Material Rates.** Any Services provided on a time and material basis will be at Seller's then existing time and material rates. Seller may modify its time and material rates following notice to Customer.
 - c. **Acceptance.** In the absence of Customer's express acceptance, Customer will be deemed to have accepted the Services upon the earlier of (i) payment of the invoice amount, (ii) receipt and review of Seller's service records, or (iii) ten (10) days after Seller's notice of completion of the Services.
5. **Material Escalation.** The parties hereby agree that certain Services are subject to unforeseen market fluctuations. Accordingly, certain portions of Services comprised of steel or aluminum will be subject to price adjustments based on the 20-city average Material Cost Index ("MCI") as recorded in the Construction Weekly Publication "Engineering News-Record" ("ENR"). The fixed prices or unit price for the above referenced portions of Services are subject to adjustment as follows:
 - a. If necessary, Seller shall include in its invoices a line item detailing any escalation payment due. Any adjustment will be based on the percent difference of the most recently published MCI prior to Seller's Invoice date (each an "Invoice MCI"), and the most recently published MCI prior to the date on the face of Seller's proposal ("Baseline MCI"). Each applicable Invoice MCI and the Baseline MCI are made a part of this Purchase Agreement and are hereby incorporated by reference.
 - b. The following circumstances determine whether an adjustment to Service prices comprised of steel or aluminum are required.
 - i. **No Adjustment.** If the percentage change (either as an increase or decrease) in the applicable Invoice MCI and the Baseline MCI is equal to or less than 5%, then no adjustment will occur.
 - ii. **Escalation Payment.** If the percentage change between the applicable Invoice MCI and the Baseline MCI increases by more than 5%, Customer shall issue a change order to cover the increased cost based on the percentage in excess of the 5% increase. Seller shall be responsible for the first 5% increase and Customer shall be responsible for the remainder of the total increase after the initial 5% increase. Customer shall make said payment on the next regularly scheduled payment date.
 - iii. **Fuel.** The parties further agree that in addition to the above, Seller may add a reasonable surcharge to reflect increased fuel costs. Seller will separately state the increased surcharge on each applicable invoice.
6. **Customer's Responsibility.**
 - a. **Worksite Condition.** If Customer is to prepare the worksite for Seller's performance, Customer represents and warrants that such worksite will be provided in a condition fit and suitable for Seller to perform its Services. Seller may inspect such worksite and require additional preparation or changes to be performed by Customer if the worksite is not safe or fit for Seller's performance. Customer shall provide Seller with all relevant reports, designs, drawings, and all other applicable material. If Seller informs Customer of any subsurface or latent conditions at the worksite differing materially from those indicated in the purchase order and its exhibits, or physical conditions at the site of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of a similar nature, Customer shall grant an equitable adjustment to the Service price and schedule. Customer further represents that the worksite has sufficient electric power to support the work provided by Seller.
 - b. **Third Party Work.** If Customer performs work at the worksite directly or by others, Customer shall coordinate, and shall require each separate contractor to coordinate, the activities to avoid interfering with Seller's schedule and performance of Services. Seller will receive an equitable adjustment to the Service price and schedule for any delay due to interfering on-site work.
7. **Warranty.**
 - a. **Seller Warranty.** Seller solely warrants that it will fabricate the Services and associated goods in accordance with the Customer's written specifications. To the fullest extent permitted by applicable law, Seller hereby expressly disclaims all warranties, whether express or implied warranties, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Except as otherwise set forth in this Section 7(a), all Services are provided AS-IS.
 - b. **Customer Representation.** Customer represents that all Seller may rely on the accuracy of all Customer supplied drawings, specifications, and other written directives.
8. **Risk of Loss.** If the Services require Seller to use tools, equipment, or materials ("Customer Equipment") supplied by Customer, Customer shall bear the entire risk of loss, theft, damage to, or destruction of ("Risk") all Customer Equipment from any cause from the time the Customer Equipment is delivered to Seller until it is returned to Customer, except to the extent caused by Seller's sole negligence.
9. **Indemnity.**
 - a. **Seller Indemnity.** Seller shall indemnify, defend, and hold Customer harmless from and against all losses, including costs and reasonable attorneys' fees (whether from in-house or outside counsel) to the extent caused by the negligence of Seller or its material breach of these Terms.
 - b. **Customer Indemnity.** Customer shall indemnify, defend, and hold Seller harmless from and against all losses, including costs and reasonable attorneys' fees (whether from in-house or outside counsel) to the extent caused by the negligence of Customer or third parties under its control, or due to Customer's material breach of these Terms.
10. **Insurance.** Each party shall purchase at their respective expense and maintain throughout the course of the Services insurance with customary coverage and sufficient minimum amounts to support their respective obligations under these Terms. Each party further agrees to waive, and to cause their respective insurers to waive, any right to subrogate a claim arising out of these Terms and Services. Such coverages, minimum amounts, and waiver will be evidenced on certificates of insurance, as requested.
11. **Termination.**

- a. **Termination for Convenience.** Either party may terminate all or part of the Services without cause and for its own convenience following thirty (30) days written notice to the other party. If Customer terminates the Services, Seller shall cease operations as directed in Customer's notice and take reasonable actions to protect and preserve the Work. In case of such termination, Customer shall pay Seller for all Services performed up to the date of termination and all reasonable expenses incurred as a result of such termination, plus ten percent.
 - b. **Termination for Cause.** Either party may terminate all or part of the Services for a material breach by the other if such breach is not cured within fifteen (15) days of receipt of written notice. In such event, the non-breaching party may recover its reasonable, actual direct damages due to such breach, subject to Section 14.
12. **Independent Contractor.** Seller is an independent contractor with respect to the Services for Customer, and neither Customer nor anyone used or employed by Customer is an agent, employee, or joint venture of Seller. To the extent that Seller provides crane services, Customer acknowledges and agrees that Seller will retain exclusive control of all crane equipment at all times. Seller will provide crane services for a specific task or set of tasks as agreed to in a purchase order, and Seller shall retain exclusive control and discretion over the operation of crane equipment and manner of completion. Customer acknowledges that Seller's cranes are not furnished for Customer's discretionary use and that the form of purchase order pricing neither determines the substance of the transaction nor Seller's control over the crane equipment.
 13. **Force Majeure.** Neither party will be liable to the other for any failure to perform (except payment obligations) or delay arising out of causes unforeseen and reasonably beyond the affected party's control.
 14. **Limitation of Liability.** Neither party shall be liable to the other for any indirect, incidental, special, punitive, or consequential damages in any manner in connection with or arising out of these Terms, regardless of the form of the action or the basis of the claim, or whether or not such party has been advised of the possibility of such damages. To the extent permitted by applicable law, Seller's aggregate liability to Customer under these Terms or otherwise is limited to no more than the total annual dollar amount paid to Seller for the particular Services giving rise to the liability under the particular purchase order.
 15. **Severability.** If any term of this Agreement is held invalid or unenforceable, such term will be excluded to the extent of such invalidity or unenforceability. All other terms will remain in full force and effect.
 16. **Waiver.** A delay or failure in enforcing any right or remedy in these Terms or provided by law will not prejudice or operate to waive that right or remedy.
 17. **Negotiated Terms.** These Terms are the result of negotiations between Customer and Seller. Accordingly, these Terms will not be construed in favor of or against either Party.
 18. **Claims.** Any claims by Customer, whether in contract, tort, or under any other theory of law, and arising out of these Terms must be submitted to Seller in writing within 1 year from the date of Customer's knowledge of such claim. Customer's failure to do so will constitute a waiver by Customer of any legal or equitable rights with respect to the claim or dispute.
 19. **Governing Law and Venue.** The laws of the State of Maryland shall govern all matters arising out of or relating to these Terms and Services, excluding conflict of law principles. Any party bringing legal action or proceeding against any other party shall only bring the legal action in a court in the State of Maryland. The parties hereby irrevocably consent to jurisdiction and venue exclusively in the State of Maryland, and hereby waive any claim of forum nonconveniens.

Entire Agreement. These terms constitute the complete, entire, and fully integrated understanding of the parties with respect to the Services.

License Numbers: Control # 11384881 00078256

Customer's Name: Tom F. Friedbiller
 By: Spencer R. Schlomag
 Its: Spencer R. Schlomag
 Date: 5/6/2024