

CONTRACT

INSTALLATION OF NEW EMERGENCY GENERATOR WATERFORD CONDOMINIUM 3333 UNIVERSITY BLVD, WEST, KENSINGTON, MARYLAND 20895

This Agreement, entered into this 5th day of April 2024, by and between Waterford Condominium, 3333 University Blvd, West, Kensington, Maryland 20895 (hereinafter referred to as the "Association") and Mona Electric Group, Inc., 7915 Malcolm Road, Clinton, MD 20735 (hereinafter referred to as the "Contractor") shall bind both the Contractor and the Association to all of the terms set forth and described herein.

The Contractor shall furnish all labor, materials, supplies and equipment to provide services necessary as described or implied herein this Agreement.

PART 1 – GENERAL DEFINITIONS

- A. Contractor Documents: The “contractor documents” shall consist of the construction contract, conditions of the contract, and specifications defining the scope of work. These shall be issued prior to signing the construction contract.
- B. Scope of Work: The term “scope of work” includes all labor, materials, equipment and transportation to complete the work as defined in the contract documents.
- C. Project: The “project” is that total construction defined in the contract documents of which the work may be the whole or only a part.
- D. Association: The “Association” is the person or organization identified as such in the contract documents. The term “association” means that person or his authorized representative.
- E. Contractor: The “Contractor” is the person or organization identified as such in the construction contract. The term “contractor” means that person or his authorized representative.
- F. Agent: The “Agent” is the person or organization identified as such in the contract documents. The term “agent” means that person or his authorized representative for the Association.

PART 2 – DESCRIPTION OF WORK

- A. The Contractor shall furnish all labor, materials, supplies and equipment necessary for undertaking the work described below.
- B. The general scope of the work includes:
 - 1. Installation of a new 125 KW diesel generator on a new concrete pad.

2. New conduit system and wiring under parking and grassy areas.
3. Connection of new generator to elevator power circuits.
4. Removal of existing natural gas generator.
5. Two automatic transfer switches, wiring from existing main switchboard and disconnect switches.
6. Start-up and commissioning of system with load bank test.

C. General Specifications:

1. All work associated with the busway replacement project installation process will comply with Federal and Maryland codes, and applicable OSHA requirements, including those dealing with proper ventilation of the workspace.
2. The installation of the new work will be done in such a way to minimize the impact upon the normal operations of the building, and the Owner's building engineering staff. Coordinate any required system shutdowns with the Owner's building engineering staff to minimize Occupant inconvenience.
3. It is the intent of these specifications, and the responsibility of the contractor to install a complete and functional system, with all necessary components and devices needed for proper operation.
4. The contractor shall secure and pay for all necessary permits, and inspections.
5. All materials removed shall become the property of the contractor and shall be taken from the site within 2 days of removal. All removal costs shall be included in the contractor's bid.
6. No noise-producing work shall start before 8:00 AM.

D. Specifications

1. The specifications for the work are listed in Addendum A attached.

E. Warranty

1. All new equipment shall be warranted for a period of one year from the date of acceptance by the Owner. The warranty shall include all parts, labor, and emergency service required to maintain the equipment in fully functional condition.

F. Training

1. The Contractor shall provide on-site training of the Owner's personnel, as required to fully familiarize them with the operating characteristics of the equipment.
2. The Owner shall be supplied with all documentation, written instructions, etc. required to properly operate the equipment. Furnish a minimum of two copies.

G. Submittals

1. Contractor to provide submittals for the following items for approval prior to installation:

Coordinated drawing/s of the new busway, meter banks, circuit breakers, connections to busway, transition from old to new busway, busway tap box, etc. Drawings shall include part numbers and details where applicable.

PART 3 – GENERAL CONTRACT REQUIREMENTS

- A. Labor and Material - The contractor agrees to furnish all labor, materials, supplies and Equipment necessary to perform the above mentioned modifications on the Association's property. In the event the Contractor fails to provide the services described herein this agreement in a timely manner, the monetary credit equal to the prorated amount listed for that specific service should it not be performed, will be given to the Association and applied to the remaining balance of the contract installments due and payable to the Contractor.
 1. All machines used by the Contractor will be used of such type and quality as to cause no hazards, danger or harm to individuals or property.
 2. All materials used by the Contractors will be of such type and quality as to cause no hazards, danger or harm to individuals or property.
 3. All personnel employed by the Contractor under this agreement will be thoroughly trained in providing professional service.
- B. Supervision - The Contractor agrees to furnish the necessary qualified supervision over his staff, while out on the property.
- C. Contractor Responsibility - Following each reporting incident, whereby the Contractor has completed his services for that particular day, he will complete a form, acceptable to the Association, which will document work performed, location of the work performed, and the date(s) he performed the work.
- D. Standard of Performance - All work shall be performed in accordance with all applicable laws, codes, ordinances, and regulations of all local, state, and federal government agencies, and consistent with manufacturer's specifications. It will be Contractor's responsibility to obtain, at its cost, all necessary certificates, permits and licenses required by such agencies.

If in the Associations' opinion Contractor's performance is unsatisfactory, either in terms of materials or labor, the Associations reserve the right to withhold all or partial payment, after notification to Contractor of the deficiencies, allowing Contractor ten (10) days to correct same.

All products used must be newly manufactured and of top quality. Contractor's work is to be performed in accordance with the best possible industry practices. Only the very best workmanship and practices shall be utilized.

All materials and methods of installation will be in accordance with industry standards and recommended practices. Where the manufacturers' specifications provide for recommended practices, they will be followed.

All temporary electric installation work shall comply with NFPA 70, OSHA and the National Electrical Safety Code (NECA). All mechanical, electrical and plumbing work shall be performed by a qualified contractor in accordance with all codes and federal, state and local requirements.

Site safety is the sole and absolute responsibility of Contractor. This responsibility extends to and includes the removal and disposal of materials.

Contractor shall exercise extraordinary care to:

- a. Secure its equipment so as to prevent any unauthorized access to the building or work/storage areas;
- b. Keep the grounds, premises, and building interior work areas clean and tidy;
- c. Minimize inconvenience for the public and residents;
- d. Prevent damage to newly completed work, and any part of the building or furnishings; and
- e. Prevent interference with public and/or private access (if needed, Contractor shall erect temporary protection, walkways, etc. to allow normal access to the property and individual units).

Contractor acknowledges that the Project is to be undertaken on and about a residential condominium project, which shall remain occupied during the entire course of the Project. Contractor shall assure free, convenient, unencumbered and direct access to all of the residential units and parking spaces as used as the other building amenities appurtenant thereto for the Owner of such properties and their respective tenants, agents, invitees and guests. Contractor shall remove all spillage and tracking arising from the performance of the Project from such areas, and shall establish a regular maintenance program of sweeping and hosing to minimize the accumulation of debris, dirt and waste matter upon such areas.

Contractor shall perform clean-up daily as required to prevent accidents to personnel, protect all work in place, and to effect completion of the Project in an orderly manner. Construction clean-up shall consist of the removal of all mud, oil, grease, sand, gravel,

dirt, trash, scrap, debris, and excess materials, from any drive, or walking surface, that may cause the tripping or sliding of persons or equipment. Loose materials or debris being removed from the site by Contractor's vehicles, which becomes deposited

- E. Insurance - The contractor will provide the Association prior to performing any work in the property, a Certificate of Insurance as described herein this Agreement. The certificate will name the Association (University Towers Condominium) as the certificate holder. The Contractor must maintain the coverage limits, as described herein, during the entire term of the agreement, and should any modification, change or cancellation become necessary, the Contractor will notify the Association immediately. Cancellation of insurance coverage, at the time agreed upon herein, will not be reason or excuse of the Contractor for not providing the same at the same limits. In the event of cancellation, new coverage at the same limits, must be obtained by the Contractor so that there is no lapse in coverage. Time is of the essence in the case of having to retain new insurance. The Contractor agrees not to pass along the cost of this new insurance to the Association.

The Contractor will include Waterford Condominium as an "additional named insured" under the required policies it obtains to the amounts agreed to in this contract.

LIMITS:

- * GENERAL LIABILITY/Bodily injury and property damage combined - \$1,000,000. Each occurrence - \$1,000,000. Aggregate - \$1,000,000. Personal injury aggregate - \$1,000,000.
 - * AUTOMOBILE LIABILITY/ As per certificate of insurance - \$300,000. Each occurrence - \$100,000. Aggregate - \$1,000,000.
 - * EXCESS LIABILITY/Bodily injury and property damage combined - \$1,000,000.
 - * WORKMAN'S COMPENSATION/Limits required by law.
 - * UNEMPLOYMENT COMPENSATION/Limits required by law.
- F. Indemnification – to the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Association, its members, officers, directors, and agents, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and costs to the extent arising out of, or resulting from the performance of the work here under, providing that any such claim, damage, loss or expense is (1) attributable to bodily injury, sickness, disease, or death, or to injury, or destruction of tangible property, and (2) is caused in whole or in part by the negligent act or omission of the Contractor, anyone directly, or indirectly employed by him. Such obligations shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity which would otherwise exist as to any part or person described in this paragraph.

- G. Restoration of Property - Restoration of Property - In the event the Contractor wrongfully causes damage during the course of the work performed under the terms of this agreement, to the property of the Association, or to its members, or to other work on the property, the Contractor shall be liable to Owner for any and all damages caused and will promptly remedy such damages and repair the same to a condition similar, or better, to that which existed before the damage was caused or resulted. In the event the Contractor fails to do so in a timely manner, the Association may proceed to repair the damage and hold the Contractor responsible for the amounts of such repair, or restoration, which the Contractor agrees to pay within ninety days either by reduction of the payments due to the Contractor under the terms of this agreement or in cash. If the Contractor fails to satisfy the Owner to the full extent of the damages within ninety days, the Contractor agrees to accept a judgment against it for the amount due and owing plus any fees and expenses incurred including attorney's fees.
- H. Standard of Performance - The Contractor shall perform all work above and herein described under this agreement in accordance with the highest standard of the Contractor's trade in the State of Maryland.
- I. Independent Contractor Relationship - The parties hereby expressly agree that the Contractor is an independent Contractor and not an employee of the Association, and that any and all persons performing work on behalf of the Contractor under this agreement shall be employees or independent contractors of the Contractor, not of the Association.
- J. Compliance with Association's Governing Documents - In the performance of the work described hereunder, the Contractor shall require that all his employees of his subcontractors be familiar with and comply with the Association's governing documents. Governing documents, for the purpose of this agreement, are: Declaration, Bylaws and Rules and Regulations and same shall be provided prior to the initiation of services.
- K. Lien Waiver - Upon, or prior to the final payment of the Contractor by the Association, the Contractor shall furnish the Association with an affidavit and lien waiver, in the form acceptable to the Association, stating that the Contractor and all materials and laborers supplying goods and services used in connection with his work performed hereunder this agreement have been paid in full. The lien waiver shall relinquish all lien rights against the Association.
- L. Breach - In the event the Association/Contractor is required to take legal action to enforce any bonafide breach of this agreement by the Association/Contractor, the Association/Contractor shall be liable to the Association/Contractor for damages, reasonable attorney's fees and costs, and the parties hereby further agree that any such action shall be filed in the State of Maryland.
- M. Termination - The Associations can terminate this Contract Documents without cause upon seven (7) days' notice to Contractor and with cause upon one (1) days' notice to Contractor. Upon termination, Contractor shall be entitled to be paid the full cost of all work properly done by Contractor to the date of termination and not previously paid for, less sums already received by Contractor on account of the portion of the Project

performed. If at the date of such termination, Contractor has properly prepared or fabricated off the Associations' property any goods for the subsequent incorporation in the Project, and if Contractor delivers such goods to the Associations' property or to such other place as the Associations shall reasonably direct, then Contractor shall be paid for such goods or material.

- N. Notice - Notices allowed, or required, under this agreement, shall be either hand delivered or sent by U.S. Mail, postage prepaid to the addresses of the parties forth below:

Waterford Condominium
3333 University Blvd., West
Kensington, Maryland 20895
c/o Comsource Management Inc
3414 Morningwood Drive
Olney, MD 20832

Mona Electric
7915 Malcolm Road
Clinton, MD 20725

- O. Period of Agreement - The agreement will begin on the date signed. The work shall be done within a two month period after all materials and parts have been received by the Contractor. The Contractor will provide for proper manpower, support, inspections, etc. to complete the project in the planned time. If the work is not completed within this time without an explanation that meets the Engineer's concurrence and management approval, the Contractor will be subject to a \$250/day penalty.

- P. Charges and Payments – Contract amount is \$197,850.

An initial deposit of 20% of the total contract amount shall be due upon execution of this Agreement. Progress payments shall be made monthly, based on the percentage of work completed, less the initial deposit. The Contractor shall submit an invoice detailing the work performed during the billing period and any materials stored, and the Association shall pay the invoice amount within 30 days of receipt. The final payment, constituting the remaining balance of the contract amount, shall be due upon completion of the work and acceptance by the Association, subject to any adjustments for changes in the work,

- Q. Binding Obligation of Entire Agreement, Counterparts

(1) This agreement shall accrue to the benefit of and create a binding application of the parties hereto, their respective successors and assigns, provided, however, this agreement cannot be assigned without the prior written approval of both parties; and

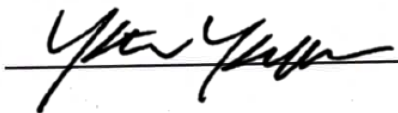
(2) This agreement and attached addendum hereto shall constitute the entire agreement between the parties thereto, and variance or modification thereof, shall not be valid and

enforceable except by another agreement in writing executed and approved in the same manner as this agreement.

(3) For the convenience of the parties, this agreement has been executed in several counterparts, which are, in all respects, similar and each of which shall be deemed to be completed in itself, so that any one may be introduced in evidence or used for any purpose without the production of the other counterparts.

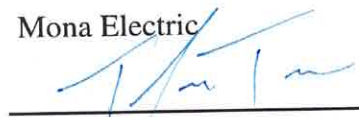
IN WITNESS WHEREOF, The parties hereto have hereunto set their hands and seals the day and year first above written.

Waterford Condominium

By:  _____

Attest: Kristina Keppler, President, Board of Directors

Mona Electric

By:  _____

Thomas J. Fean Vice President

Attest: _____

**INSTALLATION OF NEW EMERGENCY GENERATOR
WATERFORD CONDOMINIUM**

Addendum A
Specifications and Scope of Work

General Electrical Notes:

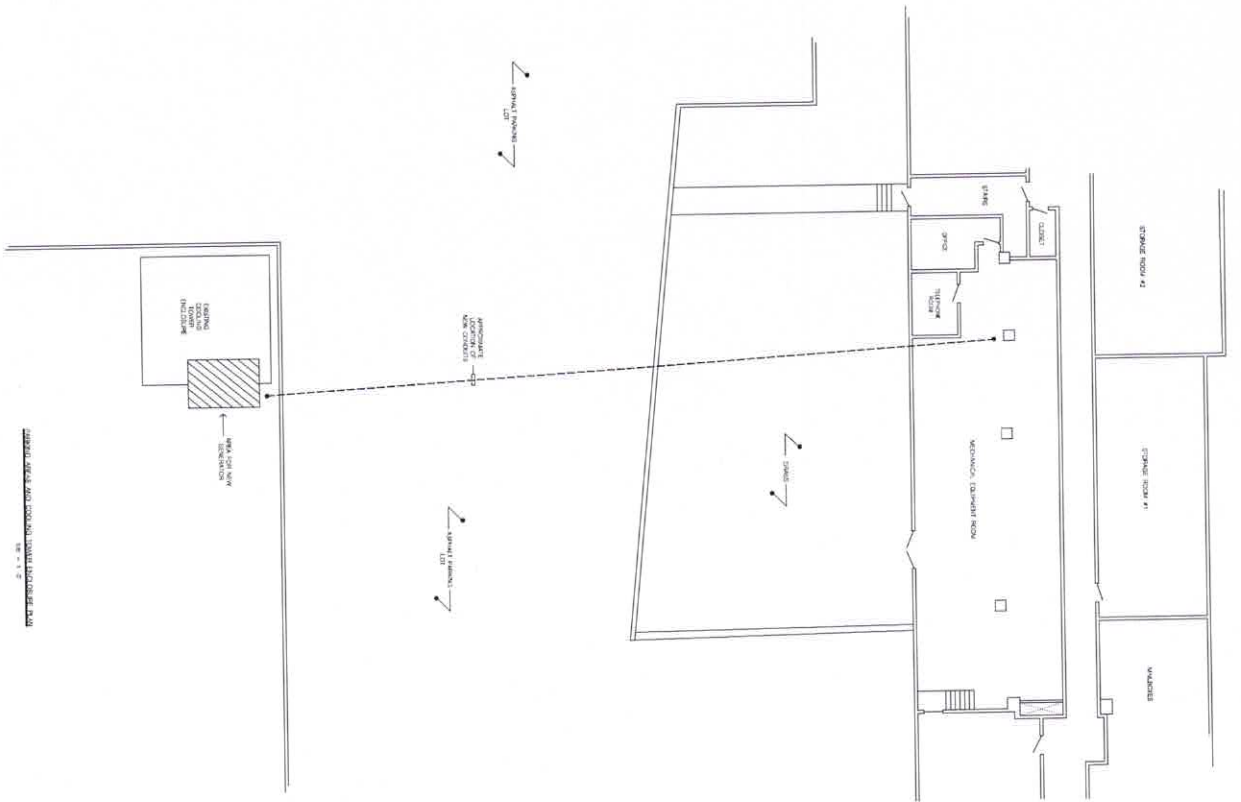
- A. All work shall be in accordance with applicable federal and local codes. Contractor/s shall be appropriately licensed in accordance with the jurisdictions having authority at the project site. Workmanship shall be consistent with the practices of the project site and the requirements of the National Electrical Code. Contractor shall secure and pay for all permits required, It is the Contractor's responsibility to obtain all inspections, pay for all associated labor, materials, fines and costs.
- B. The attached drawings E-1 (dated 1/10/24, Revised 4/4/24), E-2 (dated 1/10/24) and E-3 (dated 1/10/24) are made part of this contract. The drawings are diagrammatic and do not reflect all of the conditions that may exist at the site. Do not scale these drawings. The Contractor shall regularly visit the project site to assess the current status and conditions.
- C. Coordinate the new work with existing systems. Do not cut, drill, or alter in any manner any structural element without first obtaining the approval of the project engineer.
- D. All material, equipment and components shall be new and of standard manufacture. Upon completion of the project, provide the Owner with equipment maintenance manuals, wiring diagrams and other technical data necessary to operate and maintain the system.
- E. No noise producing work shall begin before 8:00 AM.
- F. All materials that are part of the demolition process shall become the property of the Contractor and shall be removed off-site. Contractor shall pay for all disposal fees.
- G. All work shall be in accordance with the applicable version of the National Electrical Code.
- H. It is the intent of these specifications, and the responsibility of the Contractor, to install a complete and functional system, with all necessary components and devices needed for proper operation.
- I. Basis of new generator is a unit manufactured by Cummins.
- J. Exclusions:
 - Building permits
 - Engineering
 - Power Company fees

K. Submittals:

Provide catalog information and (as necessary) coordinated drawings of equipment to be installed.

L. Warranty:

All work is warranted for one year from date of acceptance by the Owner. The warranty shall include all parts, labor, and emergency service required to maintain the equipment in fully functional condition.

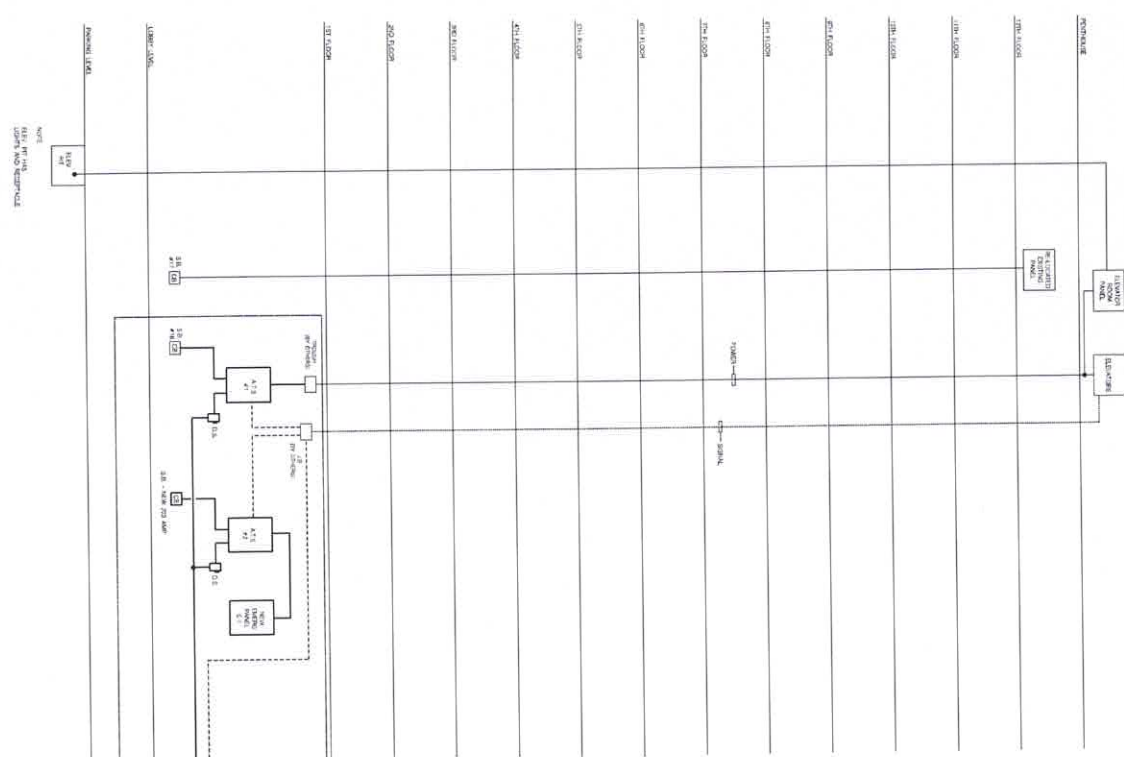


- NOTES:**
1. OWNER SHALL VERIFY AND VERIFY THAT ALL ELECTRICAL CODES, LOCAL, STATE AND FEDERAL, ARE COMPLIED WITH.
 2. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL CODES.
 3. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL CODES.
 4. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL CODES.
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 8. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL CODES.
 9. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL CODES.

DATE: 08-11-12

REVISION	DATE

NEW EMERGENCY GENERATOR
 WATERFORD CONDOMINIUM
 3333 UNIVERSITY BLVD, WEST
 KENSINGTON, MARYLAND



11.1
 WATERFORD CONDOMINIUM ELECTRICAL SYSTEM

- NOTES TO BE OBSERVED BY THE INSTALLER:**
1. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL AND STATE REGULATIONS.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE COVERAGE.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
 4. ALL ELECTRICAL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING ELECTRICAL SYSTEMS.
 6. ALL ELECTRICAL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL ELECTRICAL INSPECTOR.
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING ELECTRICAL SYSTEMS.
 8. ALL ELECTRICAL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING ELECTRICAL SYSTEMS.
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