



Invitation to Bid # 121-17

Park Water Treatment Plant High Service Pumps

Bid Posted: 04/13/2017

Pre-Bid Meeting: 04/24/2017 @ 10:00 a.m.
Government Office Bldg.
125 N. Division St., Room 306
Salisbury, MD 21801

Last Day for Questions: 05/02/2017 @ 12:00 p.m.

Bid Opening: 05/15/2017 @ 2:30 p.m.
Government Office Bldg.
125 N. Division St., Room 104
Salisbury, MD 21801

Department of Internal Services – Procurement Division
125 N. Division St., Room 104, Salisbury, MD 21801
PH: 410-548-3190 FX: 410-548-3192
Salisbury, MD 21801

ADVERTISEMENT

CITY OF SALISBURY

120-17

Park Water Treatment Plant High Service Pumps

The City of Salisbury is interested in receiving bids from qualified Contractors to furnish all labor, materials, and equipment necessary for Park Water Treatment Plant High Service Pumps as indicated on the Bid Documents, for the City's Park Water Treatment Facility located on East Main Street, Salisbury, MD.

Bid documents may be obtained from the Purchasing Department, Room 104, Government Office Building, 125 N. Division Street, Salisbury, Maryland 21801, phone number 410-548-3190 during normal business hours, or via the City's web site, www.salisbury.md ; Information Center; BIDS & RFPs. Contractors are responsible for checking this website for addenda prior to submitting their bids. The City of Salisbury is not responsible for the content of any bid package received through any third party bid service. It is the sole responsibility of the Contractor to ensure the completeness and accuracy of the documents received.

A pre-bid meeting will be held in Room 306 of the Government Office Building, address above, on Monday, April 24th, 2017 at 10:00 A.M., local time. A site visit will be held immediately following the pre-bid meeting. This meeting is not mandatory; however, all interested parties are encouraged to attend.

Questions are due no later than Tuesday, May 2nd, 2017 at 12:00 P.M., no further questions will be accepted after this date. All questions will be written and can be faxed, mailed, hand delivered, or emailed to Michael Lowe, Senior Buyer – Procurement Division, 125 N. Division Street, Room 104, Salisbury, MD 21801, by fax at 410-548-3192, or via email at mlowe@salisbury.md.

Sealed Bids are due in the Office of the Assistant Director of Internal Services – Procurement Division, address above, on Monday, May 15th, 2017, 2:30 P.M., local time, at which time and place they will be publicly opened and read aloud. No late proposals will be accepted, but will be returned unopened.

All minority business enterprise Contractors are encouraged to compete for award of said Services.

Jennifer L. Miller
Assistant Director of Internal Services-Procurement Division
City of Salisbury, Maryland

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SECTION I: INTRODUCTION

1. FILLING OUR BID FORMS

- A. Use only forms supplied by the City of Salisbury (“City”).
- B. Make an original and one copy for submission. Each copy of the Bid Document will be bound in a single volume. All documents submitted with the Bid Document will be bound in that single volume.
- C. All blanks on the Bid Document form will be filled in by typewriter or manually in ink.
- D. Where so indicated by the makeup of the Bid Document, sums will be expressed in both words and figures, and in the case of a discrepancy between the two, the amount written in words will govern. In event there is a discrepancy between the unit price and the extended totals, the unit prices will govern.
- E. Any interlineations, alteration, or erasure MUST be initialed by the signer of the Bid Document.
- F. Each copy of the Bid Document will be signed by the person or persons legally authorized to bind the Contractor to a contract, using the legal name of the signer. A Bid Document submitted by a third party for the Contractor will have a current Power of Attorney attached, certifying the third party’s authority to bind the Contractor.
- G. Contractor will supply all information and submittals required by the Bid Documents to constitute a responsive and responsible Bid Document.
- H. Any ambiguity in the Bid Document as a result of omission, error, lack of clarity or non-compliance by the Contractor with specifications, instructions, and/or all conditions of bidding will be construed in the light most favorable to the City.

2. QUESTIONS

- A. Questions regarding the Bid documents or procedures should be referred to Michael Lowe, Senior Buyer – Procurement Division, 125 N. Division Street, Room 104, Salisbury, Maryland 21801 during normal business hours, or by fax at 410-548-3192, or via email at mlowe@salisbury.md.
- B. Copies of the Bid Documents are available in the Office of the Assistant Director of Internal Services-Procurement Division, 125 North Division Street, Room 104, Salisbury, Maryland 21801 or by calling (410) 548-3190 during normal business hours, or via our web site, www.salisbury.md.us ; Information Center; BIDS & RFPs.

3. SUBMISSION OF BIDS

- A. All copies of Bid Documents, the Bid Security, if any, and any other document required to be submitted will be enclosed in a sealed envelope. The envelope will be addressed to the Assistant Director of Internal Services–Procurement Division and will be identified with the project name and the Contractor’s name and address. If the Bid Document is sent by mail the sealed envelope will be enclosed in a separate mailing envelope with the notation “SEALED BID ENCLOSED” on the face thereof.
- B. Bid Documents will be deposited at the designated location prior to the time and date for receipt of bids indicated in the Advertisement or Invitation to Bid, or any extension made by Addendum. Bid Documents received after the time and date for receipt will be returned unopened.

C. Contractor will assume full responsibility for taking whatever measures necessary to ensure that the Bid Documents reach the Office of the Assistant Director of Internal Services-Procurement Division prior to the local time and date specified for receipt of Bid Documents. The City will NOT BE RESPONSIBLE for any bid delayed in the postal or other delivery service nor any late, amended, or request for withdrawal of Bid Documents, received after the Bid Document date.

D. Contractors or their authorized agents are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bid Documents; failure to do so will be at the Contractor's own risk.

E. A fully executed Affidavit of Qualification to Bid will be attached to each Bid Document.

F. ALL MINORITY BUSINESS ENTERPRISE CONTRACTORS ARE ENCOURAGED TO BID.

G. All Bid Documents will be valid for a minimum of ninety (90) days from the date of opening.

4. OPENING OF BIDS

A. Bid Documents received on time will be opened publicly and read aloud.

B. The Contract will be awarded or all Bid Documents will be rejected within ninety (90) days from the date of the Bid Document opening.

5. ACCEPTANCE OR REJECTION OF BIDS

A. Unless otherwise specified, the Contract will be awarded to the lowest most RESPONSIBLE and RESPONSIVE Contractor complying with the provisions of the Bid Documents, provided the price is reasonable and does not exceed the funds available, and is in the best interest of the City. The City reserves the right to reject any Bid Document from any Contractor who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a Bid Document from a Contractor who, investigation shows, is not in a position to perform the Contract; or a Bid Document from any person, firm, or corporation which is in arrears or in default to the City for any debt or contract.

B. In determining a Contractor's RESPONSIBILITY, the City may consider the following qualifications, in addition to price:

1. Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities;
2. Character, integrity, reputation, experience, and efficiency;
3. Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability;
4. Previous and existing compliance with laws and ordinances relating to contracts with the City and to the Contractor's employment practices;
5. Evidence of adequate insurance to comply with Contract terms and conditions;
6. Statement of current work load and capacity;
7. Explanation of methods to be used in fulfilling the Contract;
8. The Contractor, if requested, will be prepared to supply evidence of its qualifications, listed above, and its capacity to perform the Services; such evidence to be supplied within a specified time and to the satisfaction of the City.

C. In determining a Contractor's RESPONSIVENESS, the City will consider whether the Bid Documents conform in all material respects to the City's Bid Document's requirements. The City reserves the right to waive any irregularities that may be in its best interest to do so.

D. The City will have the right to reject any and all Bid Documents, where applicable, to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the Bid Document received, to reject a Bid Document not accompanied by required Bid Security or other data required by the Bid Documents, and to accept or reject any Bid Document which deviates from specifications when in the best interest of the City. Irrespective of any of the foregoing, the City will have the right to award the Contract in its own best interests.

E. City personal property taxes must be on a current basis. If any such taxes are delinquent, they must be paid before Contract award. Failure to pay will result in the Contract award to another Contractor.

6. AUDIT

A. Successful Contractor agrees to retain all books, records, and other documents relative to the awarded Contract for five (5) years after final payment, or until audited. The City, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period.

7. ASSIGNMENT

A. Successful Contractor will not assign, transfer or subject the Contract, or its rights, title interests or obligations therein without City's prior written approval.

B. Violation of the terms of this paragraph will constitute a breach of Contract. All rights, title, interest and obligations of the Successful Contractor will thereupon cease and terminate.

8. CONTRACT AWARD

A. A written award in the form of a Purchase Order or other contract document will result in a binding Contract without further action by either party. If the Contractor fails or refuses to sign and deliver the Contract and the required surety bonds and insurance documentation, the City will retain, as partial damages for such failure or refusal, the Bid Security of such defaulting Contractor. The Contract will be executed and signed by the successful Contractor within fifteen (15) working days of receipt of the Contract.

B. Bids and contracts issued by the City will bind Contractors to applicable conditions and requirements herein set forth, unless otherwise specified in the Bid Documents, and are subject to all Federal, State, and Municipal laws, rules, regulations, and limitations.

9. WORK NOT INCLUDED IN CONTRACT

A. If a price is requested in the Bid Documents for furnishing of a crew, tools, equipment, materials, rental, etc., to perform related Work not included in the Bid Documents, these items will be for contingency purposes only. Bids for this Work in no way guarantees Contractor award of any related Work not included in, and outside the scope of, the Contract. The City reserves the right to contract with any Contractor for non-inclusive work.

10. MODIFICATION OR WITHDRAWAL OF BID

A. A Bid Document may not be modified, withdrawn, or cancelled by the Contractor during the stipulated time period following the time and date designated for the receipt of Bid Documents and each Contractor so agrees in submitting a Bid Document.

11. DEFAULT

A. The Contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon non-performance, violation of Contract Terms, delivery failure, bankruptcy or insolvency, or the making of an assignment for the benefit of creditors. An award may then be made to the next low Contractor, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting Contractor (or its surety) will be liable to the City for cost to the City in excess of the defaulted Contract price.

12. COLLUSION/FINANCIAL BENEFIT

A. The Contractor certifies that its Bid Document is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Bid Document for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

B. Upon signing the Bid Document, Contractor certifies that no member of the governing body of the City, or members of his/her immediate family, including spouse, parents or children, or any other officer or employee of the City, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the Mayor or Council has received or has been promised, directly or indirectly, any financial benefit, related to this Contract.

13. MATERIAL QUALIFICATIONS

A. A sample of material to be supplied under this Contract may be requested by the City to be provided prior to the Contract award. All materials will be new, standard production, unless otherwise approved by the City.

14. UNBALANCED & CONDITIONAL BIDS

A. UNBALANCED BIDS –

1. “Unbalanced bid” is a Bid Document which includes a number of items or alternates to be added or deleted, on which a Contractor quotes higher prices on items expected to be ordered in higher quantities than those used for Bid Document evaluation, and/or low prices on items the Contractor believes will be ordered in smaller quantities.

2. “Mathematically unbalanced bid” is a Bid Document in which each item does not carry its share or proportion of the cost of work plus profit, or one in which there are nominal prices for some work and higher prices for other work.

3. Contractors are cautioned not to unbalance their bids. The City reserves the right to reject any Bid Document that is decisively unbalanced.

B. CONDITIONAL BIDS –

1. When a Contractor unilaterally imposes a condition that the bid is an “all or none” offer, i.e., that any acceptance of the Bid Document must include all items offered. Such

a condition affords the Contractor an inequitable advantage and contradicts the City's right to accept any item or group of items in the Bid Document.

2. When a Bid Document is conditioned upon receiving the award of both the contract in question and another contract, such tying together of Bid Documents provides an undue competitive advantage and will not be accepted.

15. SUB-CONTRACTORS

A. The Contractor may be required to submit a list of sub-contractors proposed to be used in accomplishing the Work. Use of sub-contractors may be subject to approval by the City. However, at least 50% of the Work must be done by the Contractor.

16. TAX EXEMPTION

A. The City is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, and Transportation Taxes. This exemption cannot be used by Contractors doing business with the City. Contractors are responsible for State Sales Tax of real property furnished and installed or constructed for the City.

17. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

A. All Contractors are subject to and must comply with the provisions of the City's EEO policy and applicable State and Federal anti-discrimination laws. The City encourages equal employment opportunity to businesses owned and controlled by minorities and women.

B. The successful Contractor will not discriminate against any employee or applicant for employment or any member of the public because of race, color, creed, religion, national origin, sex, sexual preference, disability, marital status, age; or otherwise commit an unfair employment practice. Contractor further agrees that this non-discriminatory agreement will be incorporated by the Contractor in all contracts entered into with suppliers of commodities and services, contractors and subcontractors, and all labor organizations furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this Contract.

18. INDEMNITY

A. The awarded Contractor agrees to indemnify, defend, and hold harmless the City and its officers, employees, and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage rising out of or resulting from the Contractor's operations under this Contract, whether such operations be by itself or by any subcontractor or by anyone directly or indirectly employed by either party.

B. Contractor further agrees to furnish adequate protection against damages to all Work and to repair damages of any kind, to the building or equipment, due to Contractor's own Work or to the Work of other Contractors for which the awarded Contractor is responsible.

19. CONTRACTOR STATUS

A. The Contractor will be responsible to the City for acts and omissions of their employees, subcontractors, their agents and employees, and other persons performing portions of the

Work for this Contract or other arrangement with the Contractor. It is understood that the relationship of Contractor to the City will be that of an “independent contractor”. Nothing contained herein or inferable will be deemed or construed to (1) make the Contractor the agent, servant, or employee of the City, or (2) create any partnership, joint venture, or other association between the City and the Contractor.

20. APPLICABLE LAWS

A. Contractor will observe and comply with all applicable Federal, State, and local laws and regulations in the performance of the Work. This Contract will be construed and interpreted in accordance with the laws of the State of Maryland and all questions of performance hereunder will be determined in accordance with such laws.

21. APPROVED SUBSTITUTE

A. Approved substitute pertains to material and/or equipment which must meet the quality and the design requirements as specified. Any mention of product names or Contractors in the specifications is for the purpose of establishing a standard of quality and/or design and is not intended to limit competition.

B. When an item is identified in the Bid Documents by a manufacturer’s name or catalog number, it is understood that the Contractor proposes to furnish the material and/or equipment so identified and as specified by the City UNLESS the Contractor specifically proposes an alternate.

C. In bidding on a proposed alternate, the Contractor will clearly state in writing on the Bid Document exactly what is proposed to be furnished, and forward with the bid a complete description of the proposed alternate, including brand, model number, drawings, performance and test data, references and any other information necessary for a complete evaluation of the proposed alternate by the City.

D. Contractor will include a statement setting forth any changes in other materials, equipment, or other Work which would be required by incorporation of the proposed alternate. The burden of proof of the merit of the proposed alternate is upon the Contractor.

E. The City’s decision to approve or disapprove a proposed alternate will be final and will be made in the City’s best judgment and interests.

F. Bid Document submittals will conform to these requirements for bid ALTERNATES and, where applicable, will include, but not necessarily be limited to, the following information:

1. Exceptions to these specifications along with justification for each exception;
2. Manufacturer and manufacturer’s type designation;
3. Manufacturer’s catalog data confirming conformance to specified requirements;
4. Overall dimensional data including drawings, sketches, and photographs;
5. Performance data developed for the specific application;
6. Parts list noting materials of construction;
7. Complete list of locations where the manufacturer has supplied this equipment.
 - a. The list will include the name and address of the respective owner, date of installation, and contact person and telephone number of the person who has knowledge of the equipment performance.

22. FORCE ACCOUNT WORK

A. When the Contractor will perform extra Work for which there is no quantity and price included in the Contract, as a result of changes, alterations, deductions, and/or additions to the Contract, such work will be done in accordance with the specifications and only by an authorized written Change Order by the City. The extra work will be paid for on Force Account basis. All work done on a Force Account basis will be paid for in the following manner:

1. Application of unit prices stated in the Contract or subsequently agreed upon;
2. Lump-sum price agreed to by both the City and the Contractor;
3. When there are no applicable unit prices in the Contract, and when the City and the Contractor cannot reach an agreement, the City will require the Contractor to do such work on a Force Account basis to be compensated in conformance with the following:
 - a. Labor. For all labor and for foreman in direct charge of the specific project, the City and Contractor will agree on the labor rates before any Force Account work is begun. The number of laborers and foreman employed in the Work will be subject to regulation by the City's Engineer; and will be agreed on in advance of the Work. The Contractor will receive as shown on its weekly payroll the basic hourly wage, overtime, and fringe benefits paid in case to the employee for each and every hour that said labor and foremen are actually engaged in such Work, to which cost will be added an amount equal to fifteen percent (15%) of the sum thereof. The Contractor's superintendent's or office personnel's time will not be allowed. To substantiate labor cost for the Force Account, the Contractor will be required to submit copies of certified payrolls showing name, classification, date, daily hours, total hours, rate, and extension for each laborer and foreman.
 - b. Materials. For materials accepted by the City's Engineer and used, the Contractor will receive the actual cost of such materials delivered for the Work, including transportation charges paid by the Contractor (exclusive of machinery rentals as hereinafter set forth), to which the cost of fifteen percent (15%) may be added. To substantiate materials and transportation costs, original receipted invoices will be submitted. If, however, the materials used in the force account Work are not specifically purchased for such Work but are taken from the Contractor's stock, then in lieu of the original invoices, the statements will contain or be accompanied by an affidavit from the Contractor which will certify that such materials were taken from the Contractor's stock, that the quantity claimed was actually used and that the price and transportation of the material as claimed represent actual costs. The City reserves the right to furnish such materials as it deems appropriate, and the Contractor will have no claim for any costs, overhead, or profit on such materials.
 - c. Materials and Supplies not incorporated in the Work. For materials and supplies expended in the performance of the Work (excluding those required for rented equipment), and approved by the City's Engineer and/or Assistant Director of Internal Services-Procurement Division, the Contractor will receive the actual cost of such materials and supplies used. The Contractor will receive a reasonable allowance for materials used but not expended in the performance of the Work. These costs will be substantiated as defined in (Equipment Section) below.

d. Equipment. For any machinery or special equipment, other than small tools, including fuel and lubricants, plus transportation costs, the use of which has been authorized by the City's Engineer, the Contractor will receive rental rates as agreed to in writing before the Work is begun, for the actual time that such equipment is in operation on the Work, to which the sum of fifteen percent (15%) may be added. In addition to the above, the actual transportation costs for one move in and one move out may be allowed. When the City is obligated to pay for idle equipment, the allowance will be seventy-five percent (75%) of the agreed upon equipment rental rate. To compute hourly rates, use eight hours a day, forty hours per week and one-hundred and seventy-six hours per month. For the purpose of definition, equipment with a new cost of one thousand dollars (\$1,000) or less will be considered small tools. No overhead and profit will be allowed on such equipment. For all equipment utilized on Force Account Work, the hourly rate for each piece of equipment and attachments will be paid at the Rental Rate Blue Book for Construction Equipment monthly rate for the make and model. The Contractor will furnish to the City's Engineer serial numbers and year of manufacture for all pieces of equipment used on Force Account Work. Rental rates will be given without operator labor costs which will be paid under Labor (as noted above).

e. Rental Equipment. In cases where a piece of equipment to be used is rented or leased by the Contractor from a third party exclusively for Force Account Work, the actual invoiced amount will be paid when such rates are reasonably in line with established rental rates for the equipment in question and approved by the City's Engineer.

f. Moving Equipment. When it is necessary to obtain equipment from sources beyond the project limits, exclusively for Force Account Work, the cost of transferring the equipment to the site of the Work and return will be allowed as an additional expense. Where the move requires the use of a hauling unit, the move-in allowance will be limited to the rental rate, as computed in subparagraph (Rental Equipment) above, for the hauling unit plus operator's wages. In the event that the equipment is transferred under its own power, the moving allowance will be limited to one half the hourly rental rate, as computed in subparagraph (Rental Equipment) above, plus operator's wages. In the event that the move-out is to a different location, payment will in no instance exceed the amount of the move-in. Move-in allowance will not be made for equipment brought to the project for Force Account Work which is subsequently retained in the project and utilized for Contract items or related Work.

g. Standby Time. Standby rates will apply, with the City Engineer's approval, when a piece of equipment is required to remain on the project on standby status. Standby rates will be 50 percent (50%) of the normal base rates without the operating expenses. Standby rates will not exceed 8 hours per day and will not be allowed for Saturday, Sunday, holidays, days the City may be closed due to weather or other Acts of God, i.e. Force Majeure. When a unit works for a portion of a day and is on standby for a portion, the total time allowed will not exceed 8 hours for that day. Equipment that is required to be on the project to transport personnel or materials will be paid the rental rate for that portion of the day being utilized with

the remainder being standby. No compensation will be allowed for equipment that is inoperable due to breakdown.

h. Subcontracting. For extra Work performed by subcontractors the Contractor will receive the rate billed to him by the subcontractor for each and every hour that said subcontractor is actually engaged in such Work to which an amount equal to five percent (5%) of the sum, or five hundred dollars (\$500), whichever sum is higher. To substantiate labor cost for the Force Account, the Contractor will be required to submit copies of certified payrolls showing name, classification, date, daily hours, total hours, rate, and extension for each laborer and foreman. No other overhead and profit may be taken by the Contractor for additional subcontractor Work.

i. Compensation. The compensation as herein provided will be received by the Contractor as payment in full for extra Work done on a "Force Account basis". At the end of each day, the Contractor's representative and the City's Engineer will prepare a Force Account daily record, signed by both parties, which daily report will be the true record of the Force Account Work done.

j. Partial Payment. Upon completion of the Work the Contractor may request partial payment for Force Account Work prior to submitting final documentation. Partial payment will be limited to 50% of the estimated amount for the Work accomplished until all documentation has been received and approved.

k. Miscellaneous. No additional allowance will be made for the General Superintendence of the project and related transportation, the use of small tools, or other costs for which no specific allowance is herein provided.

l. For extra Work, as defined in this section, the Contractor will be reimbursed for its expenditures for Workmen's Compensation Insurance, Public Liability Insurance, Social Security taxes and Unemployment Compensation covering the workers actually engaged upon such extra Work. No percentage will be added to such payments, but the Contractor will receive only the actual amount of money expended for such expenditures. Such payments will be based on the prevailing standard insurance rates supported by receipted vouchers from the insurance Contractors and upon the actual amount of taxes paid for Social Security and Unemployment Compensation as evidenced by proper documents furnished by the Contractor.

m. If change involves merely a credit, the Contract price will be reduced by the amount it would have cost the Contractor if the omitted item or Work had not been eliminated, including overhead and profit; however, the Contractor and the subcontractor will be allowed to retain a sum not in excess of three percent (3%) for handling. If the deletion affects the allocated project construction workdays, the City may initiate a proportionate reduction.

n. If a change involves an extra credit and a credit, both sums will be shown and the two sums balanced to determine the adjusted total cost or credit.

o. NO allowance to the Contractor will be made or allowed for loss of anticipated profits on account of any changes in the Work.

23. SUSPENSION OR TERMINATION FOR CONVENIENCE

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

B. The City's Asst. Director of Internal Services-Procurement Division, unilaterally, will have the right, at any time by written notice, for his/her convenience, to terminate the work in whole or in part.

C. Any notice issued pursuant to Sections 23.A and/or 23.B above will state the extent and effective date of such notice, and except as otherwise directed, the Contractor will stop work on the date of receipt of the Notice of Termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities, except as necessary for the completion of such portion of the work not terminated. The Contractor, within thirty (30) days of the Notice of Termination, will submit a final invoice reflecting services actually furnished pursuant to this Agreement to the satisfaction of the City and for which no previous invoice was submitted to the City.

D. In the event of a termination, pursuant to Section 23.B above, the City will pay the Contractor's expenses verified by final invoice as set forth in this section for the following:

1. Completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit for such work.
2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted work, plus fair and reasonable sums for overhead and profit.

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

No adjustment will be made under this section for any suspension, delay, or interruption to the extent (1) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or (2) for which an equitable adjustment is provided for excluded under any provision of this Contract.

24. ADDENDUM

A. No oral statements of any person will modify or otherwise affect or interpret the meaning of the Contract Drawings, the Specifications, or the Terms, Conditions, or other portions of the Bid Documents. All modifications and every request for any interpretation must be addressed to the Assistant Director of Internal Services– Procurement Division, City of Salisbury, 125 N. Division Street, Room 104, Salisbury, Maryland 21801, and to be given consideration, must be received at the above address at least seven (7) days prior to the date fixed for the Bid Document opening.

B. Any and all interpretations, corrections, revisions, and amendments will be issued by the Procurement Division to all holders of Bid Documents in the form of written addenda. Contractors are cautioned that any oral statements made by any City employee that

materially change any portion of the Bid Documents will not be relied upon unless subsequently ratified by a formal written amendment to the Bid Document.

C. All addenda will be issued so as to be received at least five (5) days prior to the time set for receipt of Bid Documents, and will become part of the Bid Document and will be acknowledged in the Bid Document. Failure of any Contractor to receive any such addenda will not relieve said Contractor from any obligation under its Bid Document as submitted.

D. Contractors are cautioned to refrain from including in their Bid Document any substitutions which are not confirmed by written addenda. To find out whether the City intends to issue an amendment reflecting an oral statement made by any employee, contact Jennifer Miller, Assistant Director of Internal Services –Procurement Division, at 410-548-3190, during normal business hours.

E. The Assistant Director of Internal Services-Procurement Division reserves the right to postpone the Bid Document opening for any major changes occurring in the 5-day interim which would otherwise necessitate an addendum.

25. DEBARMENT

A. By submitting this bid/proposal, the bidder/proposer warrants and certifies that he is eligible to submit a bid/proposal because he is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal, State, or local department or agency.

26. BID SECURITY

A. Each bid shall be accompanied by a bid bond, in a form and by a surety company approved by the City of Salisbury. The bond must be in an amount not less than five percent (5%) of the base bid(s). Certified or cashier's checks are acceptable in lieu of bid bond, subject to the same conditions. Bonds and checks shall be made payable to the CITY OF SALISBURY. AIA Bid Bond forms are acceptable.

B. Return of Bid Security:

1. All but the lowest three bidders' bid security shall be returned as soon as the bid prices have been checked and compared.
2. At award of contract, the remaining two unsuccessful bidders' bid security will be returned.
3. The bid security will be returned to the successful bidder upon execution of the Contract and Performance Bond.

27. PERFORMANCE BOND and PAYMENT BOND

A. The Contractor or to whom the contract is awarded shall furnish a Performance Bond and a Labor and Materials Payment Bond in a form and by a surety company approved by the City of Salisbury. The amount of the bond shall be one hundred percent (100%) of the contract price. Bonds shall be made payable to the City of Salisbury. AIA Performance and Payment Bond forms are acceptable. *The surety bond shall be in effect for the longest statute of limitations applicable to such surety agreement under Maryland law.*

28. INSURANCE REQUIREMENTS

A. Unless otherwise required by Special Conditions for this agreement the Contractor will be required to purchase and maintain during the life of the Agreement the following types and amounts of insurance (at minimum).

1. Commercial General Liability: \$1,000,000 (One million dollars)-per occurrence \$3,000,000 (Three million dollars) aggregate for bodily injury and property damage.
2. Commercial Automobile: \$1,000,000 (One million dollars) combined single limit per accident for bodily injury and property damage. Include hired, non-ownership coverage and owned vehicle coverage if company owns a vehicle.
3. As mandated by the Code of the State of Maryland and Employer's Liability the Contractor will be required to provide Worker's Compensation insurance.
4. The Contractor will provide the City with certificates of insurance evidencing the coverage's required above. Such certificates will provide that the City be given at least thirty (30) days prior written notice of cancellation of, intention to not renew, or material change in such coverage. Contractor must provide certificates of insurance before commencing Work in conjunction with this Agreement.

a. Failure to provide and continue in force such insurance as required above, will be deemed a material breach of the Agreement, will cause the Contractor to be in DEFAULT, and will operate as an immediate termination thereof. The City reserves the right to require higher limits on any Agreement. A 30-day notice in writing of cancellation or non-renewal will be furnished by certified mail to the Assistant Director of Internal Services–Procurement Division at the address listed in solicitation. The Contractor agrees to be responsible for, indemnify, defend, and hold harmless the City, its officers, agents, and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen in connection with and during the performance of the Agreement including, but not limited to, claims under the Worker's Compensation Act

b. ON THE COMMERCIAL GENERAL LIABILITY POLICY THE CITY MUST BE NAMED AS ADDITIONAL INSURED AND THE INSURANCE CERTIFICATE FURNISHED TO THE CITY WILL INDICATE SUCH COVERAGE.

c. THE PROVIDING OF ANY INSURANCE REQUIRED HEREIN DOES NOT RELIEVE THE CONTRACTOR OF ANY OF THE RESPONSIBILITIES OR OBLIGATIONS ASSUMED BY THE CONTRACTOR IN THIS AGREEMENT, OR FOR WHICH THE CONTRACTOR MAY BE LIABLE BY LAW OR OTHERWISE.

END OF SECTION

SECTION II: GENERAL CONDITIONS

GENERAL CONDITIONS (Revised 1/02/14)

1. OUTLINE SPECIFICATIONS

A. Some sections of the Contract specifications have been written in outline form to facilitate reading and locating information. Only key words, product designations and phrases have been used. Contractors will resolve any questions arising from the outline form specifications prior to submitting a Bid Document. By its Bid Document submission, the Contractor agrees to accept the City Engineer's interpretation of the specifications in case of discrepancy or misunderstanding.

2. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

A. Definition of Contractor - hereinafter "Contractor" will refer to any Contractor currently under contract with the City, or any Contractor or person performing construction to City utilities, roadways, etc. or other appurtenances owned and/or maintained by the City, for which no contract has been awarded by the City.

B. Responsibility for Damage Claims - Contractor will indemnify and save harmless the City and all its representatives from all damage resulting from the construction or non-compliance with any law, ordinance, regulation or by-law in effect.

C. Contractor is responsible for public safety.

D. Contractor is responsible for preservation of all public and private property, trees, monuments, highway signs, markers, fences, curbs and appurtenances.

E. Contractor is responsible for storm water drainage, management and soil erosion control relating to the completion of the Work.

F. "Engineer" or "Inspector" shall be the authorized representative(s) of Salisbury Public Works (SPW).

3. PROSECUTION OF CONTRACT & LIQUIDATED DAMAGES

A. Contract time may be accrued using working days or calendar days. Calendar days will be used unless designated as working days elsewhere in the contract.

B. Determination of working day will be any normal calendar day when the weather or soil conditions are suitable for work for five (5) hours.

C. Saturdays, Sundays, and legal Holidays will not be considered a working day unless it is used as a productive work day (See Section 20), but are considered Calendar days for the purpose of assessing liquidated damages.

D. Calendar days will begin at start of construction or "Notice to Proceed" date and will be continuous until completion of Work.

E. Time extensions will normally be granted when it can be shown that the Contractor has been unavoidably detained in completing the Work.

F. Liquidated damages for each calendar day the Work is not complete beyond the allotted time will be as follows:

<u>Amount of Contract</u>	<u>Liquidated Damages per Day</u>
Less than \$10,000	\$100.00
\$10,000 or less than \$100,000	\$250.00
\$100,000 or less than \$500,000	\$750.00
\$500,000 or more	\$1,000.00

Or will be based on actual cost to the City, whichever is greater.

4. CONTROL OF MATERIAL

- A. Source of supply subject to approval of the City Engineer.
- B. City Engineer may require samples of materials.
- C. Only materials conforming to these specifications will be approved.
- D. Manufacturers and suppliers listed in these specifications or on the City construction standard drawings are pre-approved for the convenience of the Contractor.
- E. Plans prepared by agencies other than the City's Public Works Departments will require approval of materials and/or approved substitutes by the City Engineer or representative.
- F. Approved substitutes will conform to City Contract specifications and meet requirements as stated in the Approved Substitute section of Instructions to Contractors or "Approved Substitute" on record at the City's Public Works Department or use the "Construction and Material Specifications for Utility and Roadway Construction" manual where applicable.
- G. All rejected materials, damaged in shipment or otherwise not conforming to the specifications or samples, will be removed immediately from the vicinity of the Work.

5. PAYMENT REQUESTS

- A. Partial (periodic) payments
 1. Made approximately each month in an amount equal to the estimated amount less any Retainage.
 2. The City Engineer will make out the monthly estimate based on estimated quantities submitted in writing by the Contractor, and agreed upon by the City.
- B. Final Payment
 1. Final payment will not be made until Final Acceptance is issued.
 2. Retainage amounts will be withheld (unless replaced by a Maintenance Bond) until final acceptance of Work at the end of the guarantee period.
 3. Maintenance bond will be in the amount of 5% of the total Contract amount.
 4. At completion of the guarantee period, a final inspection will be made by the City Engineer.
 5. Any items of non-acceptance will be listed on a "Final Punch List" for the Contractor. Items on this Final Punch List must be corrected or completed before final acceptance can be made.
 6. Items on the "Final Punch List" not completed by the Contractor will be done by the City, or the City will cause the Work to be done.
 7. The cost of any Work required by the "Final Punch List" not done by the Contractor will be charged to the Contractor's retainage account or maintenance bond.
- C. Retainage Payment

1. Retainage payment will be made upon conditional acceptance and receipt of a maintenance bond.
2. If no maintenance bond is provided, the Retainage amount will not be paid until a satisfactory final inspection is performed and final acceptance is issued.
3. Any unused portion of the Retainage account will be returned to the Contractor after all repairs have been made.
4. Unless otherwise specified in the Contract, Retainage will be withheld on all Contracts.
5. Retainage will be made at 10% of the estimated amount with the maximum retainage being 5% of the total Contract amount.

D. Payment for Stored Materials

1. In making estimates of the value of the Work done and materials incorporated in the Work, the Contractor may, subject to the approval of the City or as required by law, include in the current estimates the delivered cost, as modified below, of equipment and non-perishable materials which have been tested for adequacy and which have been delivered to the site or other such location approved by the City and adequately protected from fire, theft, vandalism, the effect of the elements, and any damage whatsoever, or similarly placed in approved storage facilities adjacent thereto. Such materials and equipment will at all times be available for inspection by the City Engineer and the City. No progress payment will be made for said material and equipment until each of the following conditions has been fulfilled:

- a. The Contractor will furnish to the City Engineer invoices establishing the value of said materials and equipment with an indication of the amount the Contractor requests the City to pay for said materials and equipment. Such invoices will be furnished at least ten days in advance of the date of preparation of monthly estimates as established by the City Engineer;
- b. The City Engineer will inspect said material and equipment and recommend payment therefore;
- c. The Contractor will furnish the to the City fire insurance policies, as provided in this Contract and with the broad form extended coverage endorsement, for said material and equipment in an amount equal to one hundred percent of the value thereof and which policies will be maintained, at the sole cost and expense of the Contractor, until said material and equipment has been incorporated into the Work;
- d. Within sixty (60) days of the submission to the City of any progress payment, including payment for said materials and equipment, or within thirty days of the date of payment to the Contractor by the City, whichever is longer, the Contractor will furnish to the City Engineer satisfactory evidence that the funds included in the progress payment for said materials and equipment have been paid to Contractors supplying such items. Satisfactory evidence will be: a cancelled check in the correct amount and including identification of the invoice or invoices paid; a letter or telegram, from the Contractor and signed by his properly authorized employee, stating the amounts and invoices that have been paid; or a receipted invoice;
- e. Should the above evidence of payment not be furnished, the City Engineer will recommend the deduction of any funds included in previous estimates for such

materials and equipment for which said evidence has not been furnished from the current estimate or subsequent current estimates;

f. Any payment made for materials and equipment delivered will not relieve the Contractor of any responsibility for furnishing all the necessary equipment and materials required for prosecution of the Work in the same manner as if such payments had not been made.

6. INSPECTION

A. Competent inspectors will be supplied by the City.

B. The City Engineer will be notified by the Contractor at least three (3) days prior to starting new work.

C. Inspectors will have access to all Work at all times. The Inspector's duty is to ascertain all Work being performed in accordance with specifications.

D. Contractor has final responsibility for acceptability of finished Work.

E. Contractor will consult with City Engineer concerning:

1. Method of Work;
2. Equipment to be used;
3. Point of beginning Work.

F. The City Inspector will not act as Construction Foreman.

G. No inspection or supervision, no failure to inspect or supervise, nor the presence of any employees of the City during the execution of the Work, and no approval or acceptance of any part of the Work herein contracted for, or of the materials and equipment used therein, will relieve the Contractor of any of its obligations to fulfill this Contract, or will prevent the rejection of said Work, materials, and equipment in whole or in part, at any time thereafter should said Work, materials, or equipment be found by the City to be defective or not in accordance with the requirements of the Bid Documents.

H. No inspection, or any failure to inspect, at any time or place, will relieve the Contractor from its obligation to perform all the Work strictly in accordance with the specifications. The City's Construction Inspectors are not authorized to revoke, alter, enlarge, relax, or release any requirement of these specifications, nor to issue instructions contrary to the drawings and specifications, nor to authorize any changes to the Scope of Work without an approved, written change order signed by the Assistant Director of Internal Services—Procurement Division issued prior to the additional Work being initiated.

7. DISCREPANCIES

A. The Contractor will immediately stop Work and notify the City Engineer of any discrepancies discovered between the drawings and existing conditions.

B. Errors or omissions in drawings or layout will be treated as a discrepancy (above).

C. The City Engineer or authorized representatives will review the Contractor's findings to confirm the discrepancy.

D. The City Engineer will issue new instructions as soon as possible to relieve the discrepancy.

E. The Contractor will resolve any questions before start of Work or continuation after the discrepancy or question arises.

8. OTHER CONTRACTS WITHIN CONSTRUCTION LIMITS

- A. The City may let other contracts within construction limits.
- B. Utility companies and others may work within construction limits.
- C. Contractor will cooperate and coordinate with others.
- D. Contractor will inform City Engineer of delays being caused by other Contractors.
- E. City Engineer will resolve conflicts over working space and sequence in the best interests of the Work.

9. SUPERINTENDENCE

- A. The Contractor will keep on its work site, at all times during its progress, a competent superintendent and/or responsible assistant.
- B. Contractor's field representative will have an approved, signed copy of the Contract and plans at the construction area, during working hours. Personnel working outside of a City contract will have a current copy of the "Construction and Material Specifications for Utility and Roadway Construction" manual at the construction area during working hours.
- C. The superintendent or his/her assistant will be available on an around-the-clock emergency basis.

10. PROTECTION OF THE PUBLIC

- A. Contractor will comply with "Maryland Department of Transportation - New Work Zone Traffic Control" (Latest Revision).
- B. Any restriction or diversion of traffic at any time will be subject to the approval of the City Engineer and the requirements of that agency having jurisdiction over the road in which the Contractor is working.
- C. During the progress of the Work, sidewalks and crossings will be kept open for the passage of pedestrians unless otherwise authorized. Streets will not be unnecessarily obstructed, and unless the City Engineer and/or the City as applicable, will authorize the complete closing of a street. The Contractor will take such measures at its own expense as may be necessary to keep the street open for traffic. This will include but not necessarily be limited to the provision, erection, and maintenance of all necessary signs, barricades, lights, and flagmen or uniformed traffic directors.
- D. The Contractor will construct and maintain without extra compensation such adequate and proper bridges over excavations as may be necessary or directed for purpose of accommodating pedestrian and/or motor vehicles.
- E. Construction activities that may temporarily interfere with property access will be coordinated in advance with the individual property owners.
- F. The Contractor will so schedule its Work as to minimize the time period during which vehicular access to each dwelling along the Work route is prevented. At no time will vehicular access be prevented to any dwelling for longer than twenty-four (24) hours. The Contractor will provide, at all times, safe pedestrian access to all dwellings, whether residential, commercial, or other.
- G. Vehicular access on side streets, in the proximity of the route of the Work, will not be encumbered by the Contractor.
- H. The Contractor will not totally bar vehicular access from more than one block of the route of the Work at any given time.

- I. Access to fire hydrants will be possible at all times and, wherever possible, one lane of traffic will be maintained to accommodate access by emergency vehicles.
- J. Contractor responsible for the damage caused due to lack of reasonable protective precautions.

11. CARE AND PROTECTION OF WORK

- A. Contractor solely responsible for protection and care of:
 - 1. Materials delivered to job site;
 - 2. Equipment;
 - 3. Work under this Contract;
 - 4. Existing structures near the Work.
- B. Damage or loss will be made good at Contractor's expense.
- C. During construction, the open ends of Work will be effectively closed with temporary covers or plugs to prevent the entry of foreign material.
- D. Where permanent equipment called for under this Contract is installed before the erection of adequate protective structures, the Contractor without additional compensation therefore, will provide approved effective and durable covers for fully protecting such equipment against damage from the elements or from any other cause.
- E. Electrical equipment will be carefully and effectively covered with waterproof material and otherwise protected at all times from the elements.

12. SUBCONTRACTORS

- A. Awarded Contractor must submit names of subcontractors prior to the Contract start.
- B. City reserves the right to reject unsatisfactory subcontractors.

13. MATERIALS

- A. Manufacturer's and trade names specified are used to establish standard of quality.
- B. Will be new, standard production, and made in the USA unless otherwise approved by City Engineer.
- C. Substitutes must be:
 - 1. Approved by City Engineer before delivery to project site;
 - 2. Equal in all respects to specified material;
 - 3. Submitted with Bid Document so City Engineer may evaluate prior to Contract award.

14. WORKMANSHIP

- A. Construction will be performed by a Contractor previously approved by the City, for specific construction.
- B. First class material and workmanship demanded.
- C. Unsatisfactory Work or material will be removed and replaced at Contractor's expense.
- D. Contractor will be responsible to obtain workmanship requirements from the City before start of construction or delivery of materials to jobsite or to the City for City ownership.

15. CLEAN-UP & ACCESSIBILITY TO PROPERTY

- A. Clean-up on block-by-block basis.
- B. Keep working area in public streets to minimum.
- C. Keep inconvenience to traveling public and nearby residents to a minimum. Unless previous arrangements have been made with homeowners and/or businesses, all will be accessible. Clean up working area before Holidays and each Friday afternoon prior to any non-working period.
- D. Paper, trash, and refuse will not be allowed to collect on project site.
- E. Upon completion of the Work and before Final Acceptance will be made, the work site, storage areas, and other areas occupied by the Contractor during construction thereon by the Contractor, will be removed by the Contractor. The Contractor's storage area will be top soiled, seeded, and mulched in accordance with City standards. No separate payment will be made for the Work as all such costs will be included in the lump sum price bid.

16. WORK PERFORMED BY CITY ON CONTRACTOR'S BEHALF

- A. City will take appropriate measures independent of Contractor when:
 - 1. Contractor is not performing Work timely or properly;
 - 2. Contractor cannot be reached during an emergency.
- B. City will deduct bills for services from payments to Contractor or invoice the Contractor at City's option.
- C. City will not be responsible for the cost of materials purchased by the Contractor and not used due to Work performed by another Contractor of the City on the Contractor's behalf.

17. CONSTRUCTION IN RIGHT-OF-WAY AND EASEMENTS

- A. Work confined to Easement areas.
- B. Restore original condition to satisfaction of City Engineer.

18. WATER SUPPLY AND SANITATION

- A. Contractor to supply at its expense.
- B. Location of facilities to be approved by City Engineer.
- C. If available, the City may supply water via a temporary hydrant connection, at Contractor's expense. Contractor must apply for service, before construction, using the proper form available at the City Government Office Building, 125 N. Division Street, Room 202, Salisbury, Maryland 21801.

19. SURPLUS MATERIAL

- A. All excavated and excess material are the property of the City until declared surplus in writing.
- B. Contractor must dispose of all surplus material in an approved manner.

20. WORKING TIME

- A. The City observes the following holidays:
 - 1. New Year's Day
 - 2. Martin Luther King's Birthday

3. President's Day
 4. Good Friday
 5. Memorial Day
 6. Independence Day
 7. Labor Day
 8. Veteran's Day
 9. Thanksgiving Day
 10. Day after Thanksgiving Day (Friday)
 11. Christmas Day
- B. Written permission of City Engineer required for Contractor to:
1. Work more than ten hours per day or 40 hours per week;
 2. Work between 6:00 P.M. and 7:00 A.M.;
 3. Work on Saturday, Sunday and Holidays;
 4. Discontinue Work or leave site before project completion.
- C. City Engineer may require Contractor to make certain utility tie-ins at night to minimize inconvenience to customers. No extra cost will be permitted in such circumstances nor will any time be charged against the Contract time.
- a. Utility connections requiring disruption of service to customers will be performed between 10:00 P.M. and 5:00 A.M., unless otherwise approved by City's PW Department. The Contractor will be responsible for notification to all properties or businesses who are directly affected by disruption of service 48 hours in advance. Contractor will submit sample of proposed notification to City's PW Department for approval prior to distribution to customers. Notice to customers will include the following:
 - i. Utility(s) affected;
 - ii. Date & Time of disruption of service(s);
 - iii. Date & Time of restoration of service(s);
 - iv. Brief description of planned Work;
 - v. Contractor's company name and Point of Contact (Name & Phone Number).

21. REFERENCED SPECIFICATIONS BY OTHER ORGANIZATIONS

- A. When standard specifications of national organizations are referenced, the latest revision will be assumed, unless otherwise noted.
- B. Following is a list of organizations, by abbreviation, referenced in these specifications:
1. AASHTO or AASHO.....American Association of State Highway and Transportation Officials
 2. ACI.....American Concrete Institute
 3. AISI.....American Iron and Steel Institute
 4. AISC.....American Institute of Steel Construction
 5. ANSI.....American National Standards Institute
 6. ASTM.....American Society for Testing and Materials
 7. AWS.....American Welding Society
 8. AWWA.....American Water Works Association
 9. CIPRA.....Cast Iron Pipe Research Association
 10. CS.....Commercial Standard

- 11. MD.SHA.....Maryland State Highway Administration
- 12. MD.SRC.....Maryland State Roads Commission
(Synonymous with Maryland State Highway Commission)
- 13. MIL.....United States Military
- 14. NIST.....National Institute of Standards & Technology
- 15. NCMA.....National Concrete Masonry Association
- 16. NCPI.....National Clay Pipe Institute
- 17. NEC.....National Electrical Code
- 18. NFPA.....National Fire Protection Association
- 19. PPI.....Plastic Pipe Institute
- 20. UL.....Underwriter’s Laboratories, Inc.
- 21. USDA.....United States Department of Agriculture
- 22. WPCF.....Water Pollution Control Federation

22. GUARANTEE AND MAINTENANCE BOND

A. Maintenance Bond:

- 1. Unless otherwise specified in the Contract, the Contractor must post a Maintenance Bond, or the City will retain a percentage of the Contract cost for the maintenance warranty period;
- 2. Contractor may post a Maintenance Bond for 5% of the Contract amount in lieu of a retained percentage during the guarantee period;
- 3. When retained percentage is held for surety the guarantee period will begin after final acceptance by the City and notification from the Contractor that no Maintenance Bond will be posted.
- 4. It will be the Contractor’s responsibility to repair all items found unacceptable during the guarantee period, even if the Maintenance Bond expires before repairs are completed.

B. Repair items which are discovered during the guarantee period but are not repaired satisfactorily by the Contractor may be done by the City or the City’s agent.

C. The cost of any Work required by the repairs, performed by the City or its agent will be charged to the Contractor’s retained percentage or Maintenance Bond.

D. Unless otherwise specified guarantee period will last for two years from date of Final Acceptance and City’s release of Retainage or receipt of Maintenance Bond.

E. In addition to any other guarantee obligation contained herein, the Contractor will be responsible for any settlement caused by improper compaction, backfill, or other project related Work and for any damage caused by such settlement during the full length of the guarantee period.

23. MAINTENANCE OF TRAFFIC

A. Prior to construction, the Contractor will designate and submit to the City the name of the person designated as the traffic manager for this Work.

B. The Contractor is required to submit a traffic control plan (TCP) to the City’s Public Works Department for approval. Traffic control must be maintained at all times. The site specific TCP must be submitted on a separate 24" x 36" sheet with the approved 911 address. The TCP must be approved by the City’s Public Works Department and will have a

signature block for the Public Works Director in the lower right hand entering upon or approaching roadways maintained by either jurisdiction. The Contractor will be responsible for notification to all properties or businesses directly affected by detours or changes in traffic patterns before beginning of construction and as determined by City, at least 48 hours in advance of detour or change. The TCP sheet will include the following statement accompanied by a signature block containing the signature of a registered professional engineer or professional land surveyor (registered in Maryland):

1. "I hereby certify that this plan has been prepared under my supervision and in accordance with the 'Manual on Uniform Traffic Control Devices for Streets and Highways for Maryland' requirements, latest edition. I further certify that, to the best of my ability, the plan features the minimum amount of traffic disruption necessary to complete the Work in and along the public roadway."

C. Contractor will be responsible for all traffic maintenance and detouring. All signs, arrow boards, barricades, lights, flagmen, etc., needed for maintenance of traffic, will be furnished by the Contractor. All traffic control devices will be properly maintained to insure that the general public's safety is never jeopardized. All traffic control devices are to conform and adhere to those specified and set forth in the Maryland Department of Transportation "New Work Zone Traffic Control" and/or "Manual on Uniform Traffic Control Devices for Streets and Highways." This manual is approved by the U.S. Department of Transportation - Federal Highway Administration and a copy can be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Any Contractor who is unsuccessful in obtaining this publication may review our office copy by visiting the Department of Public Works, Government Office Building, 125 N. Division Street, Room 202, Salisbury, Maryland 21801.

D. No item has been included in the Bid Document for the aforementioned items and no additional payment will be made for them. Items will be incidental costs to the Contract.

24. SUBSTANTIAL COMPLETION

A. Upon completion of all Work under the Contract, including the Preliminary and Final testing of any equipment, the Contractor will request, in writing, Substantial Completion by the City.

B. Prior to this request, all specified operation and maintenance instructions and training will have been provided for the City personnel and all certificates, spare parts, test equipment, record drawings, and other items required to be delivered will have been provided.

C. Inspection Procedures: Upon receipt of Contractor's request, City Engineer will either proceed with inspection or advise Contractor of prerequisites not fulfilled. Following initial inspection, City Engineer will either prepare certificate of substantial completion, or advise Contractor of Work which must be performed prior to issuance of certificate; and repeat inspection when requested and assure that work has been substantially completed. Results of complete inspection will form punch-list for final acceptance.

25. COMPLETION OF PUNCH LIST ITEMS

A. At the time of Substantial Completion, the City Engineer and City will prepare a punch list of items remaining to be completed or corrected prior to final acceptance. The punch

list will fix the time within which, and a retainage amount equal to one and one half times the estimated cost, for which such items will be completed or corrected. Said time is to be within the Contract Time.

B. Contractor will complete all items of Work on the punch list, plus any new items that may be added to it, as soon as possible after the date of Substantial Completion but within the Contract Time.

C. No partial payments or monthly progress payments will be allowed between the Substantial Completion Payment and the Final Payment.

26. FINAL ACCEPTANCE

A. General: prior to requesting City's final inspection for certification of final acceptance and final payment, as required by General Conditions, the Contractor will complete the following and list known exceptions:

1. Submit final payment request with final releases and supporting documentation not previously submitted and accepted. Include certifications where required;
2. Submit updated final statement, accounting for additional (final) changes to Contract Sum;
3. Submit copy of City's final punch list of itemized Work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance;
4. Submit Consent of Surety;
5. Submit all warranties;
6. Submit Maintenance Bond in amount of 5% of total Contract amount or City will hold 5% Retainage for guarantee period of two (2) years.

B. Re-inspection Procedure: upon receipt of Contractor's notice that Work has been completed, including punch-list items resulting from earlier inspections, and accepting incomplete items delayed because of acceptable circumstances, City will re-inspect work. Upon completion of re-inspection, City will either prepare certificate of final acceptance or advise Contractor of Work not completed or obligations not fulfilled as required for final acceptance. If necessary, procedure will be repeated.

C. The guarantee period starts with the date of Final Acceptance.

27. ERRORS OR OMISSIONS IN DRAWINGS AND SPECIFICATIONS

A. Should the Contractor find any errors or omissions in the specifications or other Bid Documents or should there be any conflict between such specifications or other Bid Documents, the Contractor will be required, prior to submission of the signed Bid Document, to notify the City in writing and to have such specifications or other Bid Documents explained and adjusted.

B. If such notice is not furnished to the City as herein provided, the Contractor will be deemed to have found such specifications or documents in proper form for execution and the Contractor will bear any costs of defect in the Work caused by such omission, error or conflict.

C. Where a conflict occurs between or with standards, specifications, drawings, codes, and ordinances, the more stringent or higher quality requirements will apply.

28. CONSTRUCTION STAKEOUT/SURVEYS/LINE & GRADE

A. The Contractor will, within the prices bid and without extra cost to the City, perform stakeout of line and grade required to properly construct the items shown on the plans and provided for in the specifications, including, but not necessarily limited to, the following efforts:

1. The general site Contractor will engage an independent, licensed, Maryland Professional Land Surveyor or Property Line Surveyor, qualified in various types of survey work specified herein. The surveying firm will have a trained staff large enough to perform the specified duties. Within fifteen (15) days after the award of the Contract, the Contractor will submit the name of his licensed, Maryland surveyor including his/her qualifications. The surveyor's duties will be as outlined herein;
2. Surveyor will survey, set, and maintain guide stakes required for earth movement and levels and will establish the baseline of construction. The Bid Documents may indicate a benchmark. The Contractor will use this benchmark in the execution of the Work;
3. Contractor is responsible for protection of stakes;
 - a. Damaged stakes are to be replaced at Contractor's expense, or replaced by Contractor's engineer.
4. Contractor is responsible for detailed layout;
5. City will provide vertical control in the form of benchmarks. Work benchmarks are normally shown on the contract drawings. If the benchmark is not designated on the plan, it will be the Contractor's responsibility to obtain an approved benchmark from the City;
6. Copy of cut sheet (record of actual grade per station) will be provided to the City Engineer three (3) days prior to construction for approval by the City Engineer. Construction WILL NOT begin until the cut sheet(s) is approved in writing by the City Engineer;
7. The Surveyor will establish the locations and grades of all structures and establish the limit of disturbed area, in the field;
8. The surveyor will check grades, contours and levels throughout earth movement operation;
9. The surveyor will inform the City Engineer immediately if, during the survey, deviations from the Bid Documents are uncovered.

29. SEQUENCE OF CONSTRUCTION

A. The Contractor is responsible for all construction sequencing. The Contractor will submit and obtain approval of its detailed sequence of construction. Acceptance of this plan by the City Engineer or the City denotes only lack of objection at the time and in no way implies that the City Engineer or the City guarantees that particular sequence of construction as proposed by the Contractor will in fact work. Also, any approval given is done so with the stipulation that all Work done will comply with the plans and specifications.

B. As construction proceeds, should the Contractor's sequence of operation cause operational problems that were unforeseen at the time of approval, the City reserves the

right to withdraw the previous approval and require the Contractor to submit and obtain approval of an amended Sequence of Construction.

30. CONSTRUCTION SCHEDULE

- A. The Contractor will submit a construction schedule in accordance with the General Conditions, plotting work increments against time, indicating anticipated date of beginning and completion of each Work increment and indicating completion of all increments by the scheduled date. The Contractor will assign such work forces as are necessary to accomplish all increments of the Work within the time allotted on the construction schedule.
- B. The Construction schedule will be submitted within ten (10) days after the effective date of the Contract. This schedule is in addition to any other schedule required under the General Conditions.

31. INTERFACE WITH EXISTING FACILITIES

- A. Connections to existing pipes and structures will be scheduled and coordinated in advance with the City Engineer and City. It may be necessary to make connections during the night hours or weekends. No claim for extra compensation or extension of Contract time will be allowed on account of the necessity for connections to be made during normal "off" hours. Permission of the City Engineer and City will be obtained by the Contractor prior to making any connections to existing systems.
- B. When the Contractor desires certain electrical and/or mechanical functions to be interfaced, it will inform the City Engineer, in writing, a minimum of five (5) working days prior to the date the Contractor desires those interfaces to be made. The Contractor will not alter the settings of or connect or disconnect any electrical or mechanical equipment without the approval of the City Engineer.

32. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. Shop drawings are generally defined as all fabrication and erection drawings, diagrams, brochures, schedules, bills or material and other data prepared by the Contractor, Contractor's subcontractors, suppliers or manufacturers which illustrate the manufacturer, fabrication, construction and installation of the Work, or a portion thereof.
- B. All costs necessary for compliance with the requirements of this Section of the specifications will be included within the Vendor's submittal price.
- C. Detailed shop drawings, data, literature for fabricated materials or equipment to be incorporated in the Work will be submitted to the City Engineer for review for general compliance with the Bid Documents before fabrication. The Contractor will obtain and check manufacturer's shop drawings, certified prints, and other pertinent data for conformance with all requirements of the Plans and Specifications and in ample time to permit satisfactory progress of the Work. After completion of such checking and verification by the Contractor, the Contractor will sign or stamp such drawing, which stamp will state as follows:

Checked by _____
(Contractor's Name)

Signed by _____
(Checker's Name)

D. All data, shop drawings, and correspondence from subcontractors, manufacturers or suppliers will be routed through the Contractor. The City will review only such data and details as are sent by the Contractor. All correspondence, including shop drawings, data, and literature for fabricated materials or equipment will comply with the following requirements: it WILL BE submitted to the City for review, clearly labeled with the title of the product/service which is being submitted and the specific corresponding specification section, part, sub-part, paragraph, or drawing sheet and detail listed, as applicable. Failure to include all relevant identification information will be cause for the submittal to be returned to the Contractor without it having been reviewed.

E. All shop drawings will be in conformity with all requirements of the plans and specifications. All shop drawings except diagrams, brochures, schedules, and illustrations will be to an appropriate scale, no smaller than 1/8 inch = 1 foot 0 inches, and will give all dimensions necessary for installation and incorporation in the Work. All shop drawings will be accurate and complete, showing outline and section views, details, materials, accessories, appurtenances, and related items. Shop drawings showing piping and conduit systems will incorporate sufficient views to show all fittings and specialties including locations and spacing of hangers and supports. Piping and/or conduit systems 3-inches in diameter and smaller may be shown as a single line. Equipment and specialties installed within and/or connected to piping and conduit systems will be cross-referenced to equipment and specialty shop drawings by shop drawing identification number, manufacturer name, catalog or model number and equipment numbers shown on the plans. Electrical shop drawings will include, but are not necessarily limited to, complete terminal identification diagrams and schedule, complete point-to-point interconnection diagram, complete single line and elementary wiring diagrams, for all power, signal, control and lighting systems, together with panel layout drawings. Terminal point and wire identification on all working drawings will be identical to related terminal point and wire identifications on equipment and panels, and absolutely no deviation from this requirement will be permitted.

F. The Contractor will submit to the City a minimum of eight (8) copies of shop drawings and approval data plus any additional number required for the Contractor's use. The City will retain four (4) copies of each submittal and return four (4) copies to the Contractor. The City's notation of the action taken will be noted on all of the returned copies. At the time of each submission, the Contractor will call to the City's attention, in writing, any deviations that the shop drawings may have from the requirements of the Plans and Specifications.

G. Upon review by the City of the above drawings, lists, specifications samples and other data the same will become a part of the Contract, and the fabrications furnished will be in conformity with the same, provided that the review of the above drawings, lists, specifications sample, or other data will in no way release the Contractor from its responsibility for the proper fulfillment or the requirements of the Contract.

H. Corrections or comments made on the shop drawings during the City's review do not relieve the Contractor from compliance with the requirements of the drawings and

specifications. This check is only for review of general conformance with the design concept of the Work and general compliance with the information given in the Bid Documents. The Contractor is responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, and in performing its work in a safe manner. If the shop drawings deviate from the Bid Documents, the Contractor will advise the City of the deviations, in writing accompanying the shop drawing, including the reasons for the deviations, and will request deviation from the Bid Documents.

I. The shop drawings are intended to be utilized by the Contractor for additional fabrication, assembly and erection data. The shop drawings do not change or supersede the Plans and Specifications except in specific cases when the Contractor requests in writing and receives approval in writing for a deviation from the Plans and Specification. The Contractor's request for a change will give, in detail, the specific change requested and will state the reason for the change. Changes requested by the Contractor and approved by the City will not be construed to include approval of any change except the changed details specifically requested and approved.

J. The Contractor will also submit to the City for review with such promptness as to cause no delay in Work, all samples required by the Bid Documents. All samples will have been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer any pertinent catalog numbers and the use for which intended.

K. The Contractor's attention is specifically directed to the fact that no Work will be fabricated, nor equipment or materials ordered, nor any construction performed, prior to approval by the City of shop drawings applicable thereto. Construction performed in violation of this requirement will be neither approved nor certified for payment until applicable shop drawings have been submitted and approved. If the City so directs, the Contractor will disassemble and remove any such construction performed prior to approval by the City of shop drawings applicable thereto, and the Contractor will be allowed no additional compensation or extension of Contract time. If any equipment or materials are ordered by the Contractor prior to submission and approval of shop drawings, he does so at its own risk.

L. It will be the responsibility of the Contractor to make all necessary changes in other items, which result from deviations or changes requested by the Contractor and approved by the City, so that all items perform the requirements and intent of the Bid Documents.

M. After review by the City, shop drawings will be returned to the Contractor marked as follows: APPROVED, APPROVED AS NOTED, REVISE AND RESUBMIT, OR REJECTED.

Unapproved shop drawings (i.e., REVISE AND RESUBMIT or REJECTED) will be returned to the Contractor for necessary modifications: only two (2) copies of unapproved shop drawings will be returned. Subsequently, the Contractor will submit a minimum of eight (8) copies of complete, revised shop drawings to the City for approval.

N. Within fourteen (14) days of the pre-construction conference, the Contractor will submit a list of all shop drawings to be submitted. This list will include the title of the product/service which is being submitted and the specific corresponding specification section, part, sub-part, paragraph, or drawing sheet and detail, as applicable. This list can then be used as a check to ensure that all items are submitted.

O. Timing of Submittals:

1. Make submittals promptly and in such sequence as to cause no delay in the Work;

2. In scheduling, allow fifteen (15) working days for City's review of Mechanical and Electrical shop drawings following receipt of the submittal. Allow 10 working days for City Engineer's review of all other shop drawings following receipt of the submittal;
3. Delays caused by tardiness in receipt of submittals will not be an acceptable basis for extension of the Contract Time.

33. OPERATION AND MAINTENANCE MANUALS FOR EQUIPMENT AND PRODUCTS

A. General:

1. The Contractor will furnish Operation and Maintenance Manuals for all products and equipment provided under the Contract;
2. Prior to completion of the Work, and at least thirty (30) days prior to the 50% payment, the Contractor will furnish for the City Engineer's review three (3) Operation and Maintenance Manual draft copies;
3. Prior to completion of the Work, and at least sixty (60) days prior to the 85% payment, the Contractor will furnish for the City Engineer's review three (3) copies of the final Operation and Maintenance Manual. The final manual must be approved by the City Engineer before a final inspection of the Work will be conducted and prior to the issuance of the Certificate of Substantial Completion.

B. Manual Preparation:

1. Manuals will include operation and maintenance information on all systems and items of equipment. The data will consist of: catalogs, brochures, bulletins, charts, schedules, approved Shop Drawings corrected to as-built conditions and assembly drawings and wiring diagrams describing location, operation, maintenance, and other information necessary for the City to establish an effective operating maintenance program. The following data will also be included:
 - a. Title page giving name and location of facility, Contract Drawing Nos. where shown and Specification Section where described;
 - b. Performance curves for all pumps and equipment;
 - c. Approved Shop Drawings of each piece of equipment;
 - d. Manufacturer's cuts and dimension drawings of each piece of equipment and details of all replacement parts;
 - e. Manufacturer's erection, operation and lubrication instructions for all equipment and apparatus, and complete listing of nameplate data;
 - f. Complete wiring diagrams of all individual pieces of equipment and systems including one line diagrams, schematic or elementary diagrams, and interconnection and terminal board identification diagrams;
 - g. Complete piping and interconnecting drawings;
 - h. Complete parts list with parts assembly drawing (preferably by exploded view,) names and addresses of spare parts suppliers, recommended list of spare parts to be kept "in stock" and sample order forms for ordering spare parts. Lead time required for ordering parts will be estimated;
 - i. Instructions with easily understood schematics or diagrams for disassembling and assembling the equipment for overhaul or repair;
 - j. The Contractor will complete the three Forms A, B and C entitled "Equipment Registration, Parts List, and Maintenance Procedures Sheet" for each piece of

equipment furnished under the Contract. These forms will be included in the Operation and Maintenance Manual at the proper place.

- i. All items listed above that are of a sheet size of 8-1/2 by 11 inches or can be folded (no more than twice) to this size will be bound in 4 inch maximum loose-leaf three-ring-d-post type binders with black plastic-coated covers. The contents will be fully indexed.
- ii. Shop Drawings 24" by 36" in size will be folded to approximately 12" by 9" with drawing title box exposed along either edge. Shop Drawings descriptive of a single item of equipment will be grouped together. All Shop Drawings will be placed in accordion-type folders, and fully indexed on the outside of the folders in a neat and uniform manner.
- iii. All Shop Drawings included in the binders and/or folders will be those copies previously submitted for review and approval and will bear the City Engineer's stamp of approval and comments as originally noted thereon.

C. Approval:

1. Subsequent to the City Engineer's approval and return of the final manual, the Contractor will submit four (4) complete sets of manuals to the City Engineer;
2. Substantial Completion certification will not be undertaken until approved Operation and Maintenance Manuals have been submitted. Partial approvals of the final manual will not be made;
3. Delivery of manufacturer's service (O&M) manuals and installation instructions satisfactory to the City Engineer is an essential part of the equipment delivery. Incomplete or inadequate manuals will be returned for correction and/or resubmission.

34. AS-BUILT DRAWINGS

- A. During the progress of the Work, the Contractor will keep a careful record at the job site of all changes and corrections to the information shown on the Drawings. The Contractor will enter such changes and corrections on one set of Contract Drawings immediately. The as-built drawings will indicate, in addition to all interior changes and corrections, the actual location referenced from two permanently fixed surface structures of all subsurface utilities installed or uncovered by the Contractor. At the time of beneficial occupancy of each facility involved under the Contract, the Contractor will submit to the City one set of as-built drawings showing the aforementioned data. If the Contractor fails to maintain the as-built drawings as required herein, final payment, with respect to the Contract as a whole, will be withheld until proper as-built drawings have been furnished to the City.
- B. The Contractor will keep one copy of all Contract Drawings and approved Shop Drawings at the site in good order with redlined revisions and annotated notes to show all changes made during the construction process. These will be available to the City and will be delivered to the City upon completion of the Work.
- C. Contractor will submit final as-built drawings in Computer Aided Drafting (CAD) form, using the ACAD-Release 2010 or earlier, conforming to standards outlined in the Construction Standards and submittals, one Mylar copy, and one paper copy of same.

35. CONTRACTOR SAFETY REQUIREMENTS

- A. SAFETY: the Contractor will comply, within the bid price and without extra cost to the City, with all safety regulations or determinations issued by any agency of the Federal Government, including OSHA, the State of Maryland, and the City.
- B. Before a Notice to Proceed is issued for any Work, the Contractor must provide to the City a site specific safety plan, material safety data sheets, and a hazardous communication policy. These items will be reviewed by the City. No Work may begin until these items have been provided.
- C. Contractor must also designate an on-site safety contact person from their company. This person must be available at all times.
- D. Contractor must provide all subcontractors with a copy of this requirement. Adherence is required of all subcontractors, regardless of tier.
- E. A representative of the Contractor and applicable subcontractors must be present at all site progress meetings.
- F. Failure to comply with these requirements could result in a finding of DEFAULT on the part of Contractor.
- G. The Contractor will promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Bid Documents) to property referred to in Item B as the Work caused in whole or in part by the Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible.
- H. In an emergency affecting safety of persons or property, the Contractor will act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency will be determined by the City.

36. SEDIMENT CONTROL

- A. Contractor is responsible for control of erosion due to the Work.
- B. Wire mesh, filter cloth, and stone will be placed around all storm water inlet structures for protection until such areas are stabilized.
- C. Pipe outfalls will be protected by silt fence and filter cloth.
- D. Sediment control will be in accordance with "Standards and Specifications for Soil Erosion Control, and Sediment Control in Developing Areas" by USDA Soil Conservation Service.
- E. Sediment Control Plan, latest revision, will be approved by the Soil conservation Service BEFORE the start of Work.

37. SUBSURFACE INFORMATION

- A. Test borings by City will be open to Contractor's inspection when available.
- B. Test borings by Contractor are subject to City approval of location and type of exploration.
- C. Testing of materials will be made at the Contractor's expense, by a certified testing laboratory.
- D. The Contractor will cooperate with and assist the City in taking samples and packing them for shipment to a laboratory.

38. CHANGE ORDERS & UNAUTHORIZED WORK

- A. No claims may be made by anyone that the scope of the project or the Contractor's services have been changed (requiring changes to the amount of compensation to the Contractor or other adjustments to the Contract) UNLESS such changes or adjustments have been made by an approved, written amendment (change order) to the Contract, signed by the Assistant Director of Internal Services-Procurement Division (and the City Council, if required), prior to extra Work being initiated.
- B. Extra Work performed without the City's approval of lines and grades, Work performed beyond the lines and grades shown on the drawings or as given, and extra Work performed without prior, approved, written Change Order will be considered unauthorized, and at the expense of the Contractor. Such Work will not be measured by the City, nor will payment be made by the City. Work so performed may be ordered removed by the City and replaced at the Contractor's expense.
- C. No oral conversations, agreements, discussions, or suggestions which involve changes to the scope of the Contract made by anyone, including any City employee, will be honored or valid.
- D. No written agreements or changes to Contract made by anyone, including any City employee, other than the Assistant Director of Internal Services-Procurement Division (with City Council approval if required) will be honored or valid.

39. VARIATIONS IN ESTIMATED QUANTITIES

- A. Where the quantity of a pay item in any City contract is an estimated quantity and where the actual quantity of such pay item varies more than twenty-five percent (25%) above or below the estimated quantity stated in the Contract, an equitable adjustment in the Contract price will be made upon demand of either party. The equitable adjustment will be based upon any increase or decrease in costs due solely to the variation above one hundred twenty-five percent (125%) or below seventy-five percent (75%) of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the City public Works Department Engineer will, upon receipt of a written request for an extension of time within ten (10) days from the beginning of the delay or within a further period of time which may be granted by the City public Works Department Engineer before the date of final settlement of the Contract, ascertain the facts and make the adjustment for extending the completion date as in his/her judgment the findings justify.

40. DIFFERING SITE CONDITIONS

- A. The Contractor will promptly, and before such conditions are disturbed, notify the City public Works Department Engineer in writing of (1) subsurface or latent physical conditions at the site differing materially from those indicated in the Contract, or (2) unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in Work of the character provided for in the Contract. The City public Works Department Engineer will promptly investigate the conditions, and if he/she finds that such conditions do materially differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of

any part of the work under the Contract, whether or not changed as a result of such conditions, an equitable adjustment will be made and the Contract modified in writing accordingly.

B. No claim of the Contractor under this clause will be allowed unless the Contractor has given the notice required in (A) above; provided, however, the time prescribed therefore may be extended by the City.

C. No claim by the Contractor for an equitable adjustment hereunder will be allowed if asserted after final payment under this Contract.

END OF SECTION

SECTION III: SPECIAL CONDITIONS

NOTE: THESE SPECIAL CONDITIONS SUPERSEDE ALL OTHER SPECIFICATIONS IN CASE OF CONFLICT!

1. Work is to begin within 15 days from the date of the "Notice to Proceed".
2. No Federal wage rates other than "minimum" wage rates will be imposed.
3. Disposal of all excess material will be the responsibility of the Vendor. Excess material created as a result of work performed under this contract to be picked up daily.
4. All products are to be as specified unless Vendors submit "or equal" with their bid. Please utilize the Exceptions and Addenda Page 46 for any "or equal" products along with supporting documentation requested on page 40 item 5.
5. Refer to City of Salisbury Construction and Materials Specifications unless requirements and equipment are specified here within the specification provided for this project.
6. General Conditions not applicable to this project are numbers 28, 36, and 37.
7. The Park Water Treatment Plant normal operating hours are between 8:00 a.m. and 4:00 p.m. Monday through Friday. Influent gate valve replacement will require the reservoir to be drawn down and must be completed during the weekend (Saturday or Sunday).
8. Access to the site for existing condition measurement purposes will be available to the vendor up to seven (7) days prior to the bid opening date. Vendor must submit a request via email to Tony Fascelli at tfascelli@salisbury.md, for site access at least three (3) days prior to visiting in order to set up a time. No questions will be answered pertaining to the bid specifications at these visits, they are strictly for measurement. Any questions regarding specifications must be asked in writing before the deadline for questions outlined in the bid documents.

END OF SECTION

SECTION IV: SCOPE OF WORK

1. PROJECT DESCRIPTION

A. The purpose of this project is to provide all necessary labor and materials to furnish and install horizontal split case pumps. The pumping unit shall be designed, furnished and installed in accordance with the latest Hydraulic Institute and AWWA Standards for horizontal split case pumps. The pumps are to be installed at the Park Water Treatment Plant located on East Main Street in the pump house. This project also includes the replacement of reducer fittings and pipe between the influent gate valve and effluent gate valve. Pump numbers 1, 4 and 5 have influent gate valves that are in direct connection to the clear well reservoir and are to be replaced.

B. In accordance with the Code of Maryland regulations (COMAR) 26.04.01.33, Direct and Indirect Additives, suppliers of water shall only use products (any materials that come in contact with water intended for use in public water supply), that meet the applicable American National Standards Institute / NSF International (ANSI/NSF) standards for direct or indirect drinking water additives. The products can also be certified by an organization accredited by the ANSI for such testing (i.e., International Association of Plumbing and Mechanical Officials Research and Testing, Ontario CA, Underwriters Laboratory, Northbrook IL, and Water Quality Association, Lisle IL).

C. In compliance with COMAR 09.20.01.03 and the Safe Drinking Water Act (Section 1417(a)(4)(8)), materials that come in contact with water intended for use in public water supply shall comply with the Reduction of Lead in Drinking Water Act, which went into effect in Maryland in January 2012.

2. SUBMITTALS

A. All submittals are to be turned in to the City of Salisbury Public Works by the Successful Vendor after the award of bid:

1. Submit for approval Shop Drawings, including dimensional drawings, descriptive literature, operating curves showing head, pump efficiency, horsepower vs. capacity, and electrical characteristics of the motors.
2. Contractor is to submit a schedule to Salisbury Public Works and coordinate with the Water Treatment Plant for all work.
3. Prior to pump delivery, submit for approval certified copies of factory run pump performance tests for all centrifugal pumps. Manufacturer shall notify in writing the Owner or Engineer at least two weeks prior to factory testing so that the Owner or Engineer may, at their option, witness factory testing.
4. Furnish three (3) copies of the Operation and Maintenance Manuals in accordance with the General Conditions, and include a copy of the approved shop drawings in each manual.

B. Include certifications in the Operation and Maintenance Manuals as follows:

1. Certifications that the pipe and fittings are as specified herein.
2. Certified pump performance curves and cross-sectional drawings, in triplicate, for each pump in the station.

3. Include in the Operation and Maintenance Manuals but submit prior to installation of each pump, certification which states each pump was tested in accordance with the following and results of such testing shall be attached to the certification.
 - a. Excessive pump vibration.
 - b. Leaks in all piping or seals.
 - c. Faults in any of the auxiliary equipment.
 - d. Compliance with the Specifications for the impeller, motor rating and electrical connections.
 - e. Moisture content or insulation defects in the motor and cable insulation.
 - C. Written certification stating that a factory trained field service engineer has inspected and adjusted the finished installation and that the pump is ready for operation. NOTE: Start up training and instruction to the Owner's operating personnel shall not be given until pump is certified ready for operation.
 - D. Written certification of guarantee as specified herein.
3. GUARANTEE
- A. The Successful Vendor shall guarantee for two (2) years from the date of Final Acceptance by the Owner, the equipment contained therein against:
 1. Defective design.
 2. Defective material.
 3. Faulty workmanship.
 - B. If the materials and equipment supplied have a standard guarantee of more than two (2) years, Successful Vendor, shall provide the longer guarantee.
 - C. The Successful Vendor shall furnish parts and labor for any component proven defective whether of his or other manufacturer's origins during the guarantee period exception to only those items which are normally consumed in service such as grease.
4. QUALITY ASSURANCE
- A. Design and construct the pumps in accordance with standards of the Hydraulic Institute. The efficiency of the pumps, when operating under condition of the specified capacities and heads shall be as near peak efficiency as practicable.
 - B. Design and construct mechanical and electrical machinery and equipment in accordance with the latest ANSI, Hydraulic institute and NEMA Standards.
 - C. Obtain pumping equipment, motors, and appurtenances from the pumps supplier whose responsibility it is to ensure that the pumping equipment is properly coordinated and operated in accordance with these Specifications.
 - D. All pumps shall be by the same manufacturer for standardization.
 - E. Pump and motors shall be factory aligned and shall be realigned after installation by the manufacturer's representative.
5. ACCEPTABLE MANUFACTURERS
- A. Horizontal Split Case Pumps produced by Goulds or Peerless Pump Company.
 - B. Request for substitutions shall be accompanied by the following:
 1. Manufacturer's literature including catalog cuts, detailed descriptions of each piece of equipment, and other pertinent data.

- 2. A list of at least ten successful installations of similar equipment along with the name and telephone number of a contact person at each installation.
- C. Substituted items shall be equal, or better, in quality to the specified equipment and must be approved by the Engineer based on a full submission of technical information.

6. PUMPING UNITS DESIGN DATA

A. High Service Pump- 100 HP

- | | | | |
|-----|-----------------------|---|------------------------------------|
| 1. | Location | — | Park Water Treatment Plant |
| 2. | Material Pumped | — | Treated Water |
| 3. | No. of Pumps | — | Two (2) |
| 4. | Type of Pump | — | Single stage Horizontal Split Case |
| 5. | Influent Size (Min.) | — | 10 inch |
| 6. | Discharge Size (Min.) | — | 8 inch |
| 7. | Design Point | — | 2600 gpm @ 130 Feet TDH |
| 8. | Pump Motor (Min.) | — | 100HP, 3Phase, 230/460 Volts |
| 9. | Pump Speed (Max.) | — | 1770 RPM |
| 10. | Speed Controller | — | Variable Speed |
| 11. | Manufacturer, Model | — | Goulds, A-C 8100 Series |
| 12. | Bowl Efficiency | — | Minimum 85% |
| 13. | Impeller Size (Min.) | — | 15 inches |

B. High Service Pump- 60 HP

- | | | | |
|-----|-----------------------|---|------------------------------------|
| 1. | Location | — | Park Water Treatment Plant |
| 2. | Material Pumped | — | Treated Water |
| 3. | No. of Pumps | — | Two (2) |
| 4. | Type of Pump | — | Single stage Horizontal Split Case |
| 5. | Influent Size (Min.) | — | 8 inches |
| 6. | Discharge Size (Min.) | — | 6 inches |
| 7. | Design Point | — | 1500 gpm @ 120 Feet TDH |
| 8. | Pump Motor (Min.) | — | 60HP, 3Phase, 230/460 Volts |
| 9. | Pump Speed (Max.) | — | 1770 RPM |
| 10. | Speed Controller | — | Variable Speed |
| 11. | Manufacturer, Model | — | Goulds, A-C 8100 Series |
| 12. | Bowl Efficiency | — | Minimum 85% |
| 13. | Impeller Size (Min.) | — | 12 inches |

7. HORIZONTAL SPLIT CASE PUMPS

A. The contractor shall furnish and install single stage horizontal split case pumps with base mounted; capable of handling treated potable water; as manufactured by Goulds-ITT Industries of Lubbock , Texas, and Peerless Pump Company of Indianapolis, IN or approved equal as specified herein.

B. Pump Construction shall be base mounted, single stage, double suction horizontally split case design, in cast iron bronze fitted construction specially designed and guaranteed for quiet operation. Suitable standard operations at 225 degrees Fahrenheit and 175 psig working pressure or operational operations at up to 250 degrees Fahrenheit and 280 psig

working pressures. Working pressure shall not be de-rated at temperatures up to 250 degrees Fahrenheit. The pump internals shall be capable of being serviced without disturbing the piping connections or the electric motor.

C. A bearing housing shall supply support for a pair of heavy-duty re-greasable ball bearings. An inboard single row bearing will absorb thermal expansive forces while an outboard double row bearing will be clamped in place to absorb both radial and thrust loads and keep the rotating element in proper axial alignment. Bearings shall be replaceable without disturbing the system piping and shall be capable of re-greasing without removal of the bearings from the bearing housing.

8. ELECTRIC MOTOR

A. The motor shall be a heavy duty continuous type, NEMA Class F insulation, 1750 RPM motor, with a non-reverse ratchet to prevent reverse rotation elements, space heater, and steady bushing. A thrust bearing of ample capacity to carry the weight of all rotating parts plus the maximum hydraulic thrust load under all conditions of operation whose calculated L10 life shall be no less than 8800 hours. The motor shall be premium efficiency or above premium efficiency rated, 1.15 service factor, and suitable for use on 230/460 volt, three phase, 60Hz electrical service.

9. BASE PLATE/ PEDESTAL

A. Base plate shall be of structural steel or fabricated steel channel with fully enclosed sides and ends, and securely welded cross members. The combined pump and motor base plate shall be sufficiently stiff as to limit the susceptibility of vibration. The minimum base plate stiffness shall conform with ANSI/HI 1.3.4-1997 for horizontal baseplate design standards.

B. Base plate shall be capable of being field grouted.

C. Contractor is responsible to take any field measurements and modifications to existing pedestals to accommodate new pumps.

D. If modifications to existing pedestals are to occur, contractor is to create a submittal to the City for approval.

10. GATE VALVES

A. Contractor is to furnish and install a quantity of four (4) 12" mechanical joint resilient seated wedge gate valves and should be manufactured by American Flow Control or approved substitute.

B. Shall meet AWWA C515 specifications for gate valves.

C. Vales shall open counter-clockwise.

11. FITTINGS

A. Contractor is responsible for any fittings to accommodate the new pumps installation to be in accordance with AWWA C110.

B. Contractor is to furnish and install new ductile iron eccentric reducers, of appropriate size, on pump suction for all new pumps being replaced.

C. Pressure rated for 350 psi minimum and be outside coated as per AWWA/ANSI C110/A21.

- D. The pump suction and discharge fittings must both have pressure gauges with fittings installed to read differential pressure.
12. SPARE PARTS
- A. The Successful Vendor shall make available the spare parts recommended by the manufacturer for the first five (5) years of operation. Any substitutes or aftermarket parts must be approved by the City.
13. DISINFECTION
- A. The contractor shall follow American Water Works Association Standard C653 “Disinfection of Water Treatment Plants”.
14. PUMP START UP
- A. Install all specified equipment in accordance with the manufacturer’s requirements.
- B. The pump house and piping shall be disinfected upon installation of pumping equipment prior to any pumping tests or placing the pump house in service. Disinfection of the pumps shall be as provided by AWWA E103-06.
- C. The contractor at no additional expense to the Owner shall:
1. Furnish an operating technician, competent and experienced in operating the equipment, to start up the station.
 2. Keep the technician on the job until everything is functioning correctly. Submit written certification of the same to the Owner.
 3. Have the technician return to the job to make replacements of equipment or parts, where deemed necessary.
15. FINAL PUMPING TEST
- A. Once the high service pumps become operational, the Contractor shall pump the clear well to determine the system’s capacity.
1. Notification: The Contractor shall notify the Owner’s Representative 48 hours prior to conducting final pumping test.
 2. Water Level Measurement: During the final testing, water levels shall also be recorded by the Contractor in observation of clear well at the same frequency as the wells monitored through the City’s SCADA system.
 3. Pressures: Suction and Discharge Pressure readings are to be taken to measure as a backup.

END OF SECTION

FORM OF PROPOSAL

Date _____

Assistant Director of Internal Services--Procurement Division
 City of Salisbury
 Government Office Building
 Room 104
 Salisbury, Maryland 21801

To Whom It May Concern:

We hereby submit our Bid Document for furnishing, delivery and installation of Park Water Treatment Plant High Service Pumps and Motors as indicted in the Bid Documents.

Having carefully examined the Bid Documents, Instructions to Contractors, General Conditions, Special Conditions, Specifications and Form of Proposal, having visited the site, and having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposes to furnish the items called for by the Bid Documents as stipulated in the Schedule of Prices below.

By submission of this Bid Document, Contractor certifies that he comprehends the bidding requirements set forth and is thoroughly familiar with the provisions of the Bid Documents.

ITEM NO.	DESCRIPTION	QTY.	UM	UNIT PRICE	TOTAL PRICE
101.	Project Mobilization/ Demobilization.	1	LS		
102.	Furnish and Install 100HP Horizontal Split Case Pumps, fittings, pedestal modification, disinfection/ testing.	2	EA		
103.	Furnish and Install 60HP Horizontal Split Case Pump, fittings, pedestal modification, disinfection/ testing	2	EA		
TOTAL ITEMS 101-103					
ADD ALTERNATE					
104.	Furnish and Install 12" Gate Valves	4	EA		

Total Items 101 through 103: _____
 (Written)

Total Item 104: _____
 (Written)

 Printed Name

 Signature

 Name of Company

 Address

 City, State, Zip

REFERENCES

List three (3) references for projects successfully completed in the last two (2) years. References should also include the local government point of contact in each community/project referenced as well as other key organizations which are familiar with this project.

Type of Project:	
Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Dates of Service:	
Date of Project Completion:	
Local Gov't Contact for Project:	
Key Organization Contact:	
Type of Project:	
Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Dates of Service:	
Date of Project Completion:	
Local Gov't Contact for Project:	
Key Organization Contact:	
Type of Project:	
Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Date of Service:	
Date of Project Completion:	
Local Gov't Contact for Project:	
Key Organization Contact:	

Print Name

Signature

EXCEPTIONS AND ADDENDA

The undersigned hereby certifies that, except as listed below, or on separate sheets attached hereto, the enclosed Bid Document covers all items as specified.

EXCEPTIONS:

(If none, write NONE) _____

THE CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA.

Number/Date/Initials

Print Name

Signature

OWNERSHIP DISCLOSURE FORM

COMPANY NAME: _____

TYPE OF COMPANY (circle one):

ADDRESS: _____

*Sole Proprietorship

*Partnership

*Corporation

FEIN#: _____

*Limited Liability Corporation

INSTRUCTIONS: Provide below the names, offices held and any ownership interest of all officers of the firm. If additional space is necessary, provide on an attached sheet.

NAME	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

INSTRUCTIONS: Provide below the names, offices held and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. **If there are no owners with 10% or more interest in your firm, enter "None" below.**

NAME	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

OWNERSHIP DISCLOSURE FORM – cont'd

COMPLETE ALL QUESTIONS BELOW	YES	NO
1. Within the past five years, has another company or corporation had a 10% or greater interest in the firm identified above? (If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)	_____	_____
2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter within the State of Maryland, any other state or the U.S. Government? (If yes, attach a detailed explanation for each instance.)	_____	_____
3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material or supplies? (If yes, attach a detailed explanation for each instance.)	_____	_____
4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and or managers are involved? (If yes, attach a detailed explanation for each instance.)	_____	_____
5. Has any federal, state or local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes to any part of this question, attached a detailed explanation for each instance.)	_____	_____

CERTIFICATION: I, being duly authorized, hereby represent and state that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I acknowledge that the City of Salisbury is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of Salisbury to notify the City in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement with the City of Salisbury and the City at its option, may declare any contract(s) resulting from this certification void and unenforceable.

PRINTED NAME: _____

SIGNATURE: _____

DATE: _____

WITNESS: _____

DATE: _____

AFFIX CORPORATE SEAL HERE

CONTRACTOR’S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

I, _____ am the _____
(Printed Name) (Title)

and the duly authorized representative of the Contractor of
_____ whose address is
(Name of corporation)

_____ and that I possess the legal authority to make this affidavit on behalf of myself and the Contractor for which I am acting.

Except as described in paragraph 3 below, neither I nor the above Contractor, nor to the best of my knowledge and of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo-contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government (conduct prior to July 1, 1977 is not required to be reported).

(State “none” or, as appropriate, list any conviction, plea or admission described in paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the Contractor, and the sentence or disposition, if any.)

_____ I acknowledge that this affidavit is to be furnished to the City, I acknowledge that, if the representations set forth in this affidavit are not true and correct, the City may terminate any Contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Sign for Identification

Printed Name

NON-COLLUSIVE AFFIDAVIT

_____ being first duly sworn,
deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Contractor that has submitted the attached Bid Document;
2. He/she is fully informed respecting the preparation and contents of the attached Bid Document and of all pertinent circumstances respecting such Bid Documents;
3. Such Bid Document is genuine and is not a collusive or sham Bid Document;
4. Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Contractor, firm, or person to submit a collusive or sham Bid Document in connection with the Services for which the attached Bid Document has been submitted; or to refrain from bidding in connection with such Services; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Contractor, firm, or person to fix the price or prices in the attached Bid Document or of any other Contractor, or to fix any overhead, profit, or cost elements on the Bid Document price or the Bid Document price of any other Contractor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Services;
5. The price or prices quoted in the attached Bid Document are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Print Name

Signature

Title

Signed, sealed and delivered in the presence of:

Witness (Print Name)

Witness (Signature)

CONSTRUCTION SAFETY AND HEALTH STANDARDS

“It is a condition of this Contract, and will be made condition of each subcontract entered into pursuant to this Contract, that the Contractor and any subcontractor will not require a laborer or mechanic employed in the performance of the Contract to work in surroundings dangerous to his/her health or safety, as determined under “Construction Safety and Health Standard and Regulation” (Title 29, Code of Federal Regulations, Part 1926, formerly par 1518, as revised from time to time) promulgated by the United States Secretary of Labor, in accordance with Section 107 of the “Contract Work Hours and Safety Standard Act” (83 Stat. 96) and under and Construction Safety and Health Standards and Regulations promulgated by the Commissioner of Labor and Industry in accordance with “Maryland Occupational Safety and Health Act,” Article 89, Sections 28 through 49A inclusive, Annotated Code of Maryland (as the same may be amended from time to time).” **Contractor must sign acknowledgement below.**

I hereby certify that I am familiar with the above standards and will comply with the same:

_____ Contractor Certification

_____ Date

AFFIDAVIT OF DEBTS AND CLAIMS

The following Affidavit of Payment
of Debts and Claims must be completed by the
Contractor before final payment or release
of retainage by the City.

