South Portland City Council

Position Paper of the City Manager

Subject:
ORDER #158-16/17 – Award of Bid #23-17 to Keenan Excavating Co., Inc, of South Portland, ME, for manhole castings adjustments. Passage requires majority vote.

Position:

Each year, the Water Resource Protection Department (WRP) adjusts manhole castings in conjunction with the City’s paving program. The manhole castings consist of sanitary catch basin and drain manhole types. The manhole castings adjustments will be done on existing roads, milled roads, reclaimed roads without pavement, and reclaimed roads with pavement. Approximately 100 manhole castings are adjusted each year.

A bid for this work was advertised, mailed, and e-mailed to 56 vendors. The City received two bids from Keenan Excavating Co. ($61,292) and Plowman Construction LLC ($78,021).

Keenan Excavating Co. of South Portland, Maine submitted the lowest bid of $61,292 and meets specifications.

Sewer User Fund Reserves will be used to fund this cost of the project.

Included is a memorandum from WRP Collection Systems Manager Dave Thomes regarding this bid. He will be at Monday’s meeting to answer any questions.

Requested Action:

Council passage of ORDER #158-16/17.
Date: March 1, 2017

To: Patrick M. Cloutier, Water Resource Protection Director
    Don Gerrish, Interim City Manager

From: Dave Thomes, Collection Systems Manager

Subject: Award of Bid - Bid # 23-17 – Manhole Casting Adjustments

The City of South Portland, Department of Water Resource Protection annually adjusts 100 manhole castings to support the City’s paving program. These adjustments require a great deal of time to complete as each casting has to be dug up removed from the structure, a plate attached to the top of the structure and then buried until the roadway has been reclaimed and a base coat of pavement has been applied. At that point, staff returns to these locations to dig the structure back up, remove the plates, and elevates the castings to the proper grade with brick and mortar.

The amount of effort that it takes to adjust manhole castings reduces the needed staff time that we must commit to other tasks needed to maintain and operate a collection system the size of South Portland’s. By hiring out these adjustments, our staff can put more time and effort into required maintenance such as catch basin cleaning, line cleaning and repairs to our piping infrastructure. This contract will ensure that these adjustments are completed well before our roadways are to be upgraded and resurfaced.

In February of 2017 the City publicly advertised to seek bid proposals for these adjustments. Five Contractors purchased the plans and bidding documents. The City received two bids for this work ranging in price from $61,292.00 - $78,021.00. Keenan Excavating Co., Inc of South Portland submitted the lowest responsible bid.

They have held this contract for several years and have provided excellent workmanship with no issues or concerns. The City has awarded contracts to Keenan Excavating dating back to 2009.

I did talk to the owner, Frank Keenan III, and he can meet all aspects of the contract in the time outlined in the bid documents. It is my recommendation to award this item to the lowest responsible bidder Keenan Excavating Co., Inc of South Portland Maine for the sum of $61,292.00.

Funding for this project will come from the Sewer User Fund Reserves.

CC: Colleen C. Selberg, Purchasing agent
BIDDING AND CONTRACT REQUIREMENTS

for

MANHOLE CASTINGS ADJUSTMENTS

BID # 23-17

WATER RESOURCE PROTECTION

FEBRUARY 2017
SECTION 00020

INVITATION TO BID

City of South Portland, Maine
Manhole Castings Adjustments
February, 2017

Sealed bids for construction of the Manhole Castings Adjustments (Bid# 23-17) will be received by the South Portland Purchasing Agent at the South Portland City Hall until 1 P.M., local time, February 28, 2017 and then said office publicly opened and read aloud. Bids submitted after this time will not be accepted. Each bidder must submit a single sealed envelope, the outside of which must be clearly marked “Bid for Manhole Castings Adjustments (Bid# 23-17)”.

The work includes, but is not limited to:

1. The City of South Portland annually adjusts approximately 100 manhole castings per year to support the City’s paving program. The manhole castings consist of sanitary, catchbasin, and drain manhole types. The manhole castings adjustments have been broken out into four different scenarios as they relate to the type of road work being done by the City which are as follows:
   a. Adjustments for Existing Roads.
   b. Adjustments for Milled Roads.
   c. Adjustments for Reclaimed Roads without Pavement.
   d. Adjustments for Reclaimed Roads with Pavement.

   Each of these four scenarios are defined in their own respective specification section with accompanying figures found in Appendix A.

2. A proposed list of roads to be repaved is included in Appendix B.

3. Raising the manhole castings to grade is an integral part of the City’s paving program. This work needs to be completed in conjunction with the paving program schedule.

4. The City’s paving work will be done between the 3rd week of April and the 3rd week of November.

5. The unit prices for this bid shall be based on holding these prices based on a three year contract. Also there are no guarantees to the number of manholes per year.
Payment will be based on satisfactory acceptance by the City for the actual work completed. The City reserves the right to continue or reject this contract hereafter for years 2 and/or 3. If the City opts to continue or reject the contract for years 2 and/or 3, they will submit to the Contractor written confirmation by February 1 of that year.

The contract Documents may be examined at the following locations:

1. City Hall, 25 Cottage Road, South Portland, Maine

Copies of Contract Documents including all addenda may be obtained from City Hall, 25 Cottage Road, South Portland, Maine. Copies of Contract Documents may be obtained upon payment of a fee of $25.00. Check should be made payable to City of South Portland. Credit cards will not be accepted.

To be a responsive Bidder, the Contractor shall have obtained at least one set of bidding/contract documents from the City. The Bid will not be awarded to a Bidder unless a record for the purchase of at least one set of bidding/contract documents exists in the office of the City.

The Owner reserves the right to reject any or all Bids, to waive any technical or legal deficiencies, and to accept any Bid that it may deem to be in the best interests of the Owner.

All questions related to this bid should be directed to David Thomes, Collection System Manager, at (207) 767-7680, or dthomes@southportland.org.

By Order of the City Council of South Portland

END OF SECTION
DIVISION 0

BIDDING AND CONTRACT REQUIREMENTS

Scope of Work

The scope of this division includes Bidding and contract information and requirements.

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ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated below:

A. Bidder – The individual or entity who submits a Bid directly to the City.

B. Issuing Office – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

   City Purchasing Agent
   25 Cottage Road
   South Portland, Maine 04116-9422
   Telephone: (207) 767-3201
   FAX: (207) 767-7620

C. Issuing Office – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid may be obtained from the Issuing Office.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder’s qualifications to perform the Work, within 5 days of Owner’s request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.

A. To be considered responsive, the Bidder shall have obtained at least one set of paper Bidding Documents from the Issuing Office. The Bid will not be awarded to a Bidder unless a record for the purchase of at least one set of paper Bidding Documents exists at the Issuing Office. To meet this requirement and to establish the record of purchase, a prospective Bidder must purchase paper Bidding Documents using the name that is to appear in the Bid.
3.02 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;

B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;

D. consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;

E. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

F. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

G. promptly give Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Owner is acceptable to Bidder; and

H. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
4.02 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Owner written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Owner are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE - N/A

ARTICLE 6 – SITE AND OTHER AREAS – N/A

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Owner in writing. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda mailed, emailed, or delivered to all parties recorded by Owner as having received the Bidding Documents. Questions received less than five days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner.

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5% percent of Bidder’s maximum Bid price and in the form of a Bid bond issued by a surety. Cash, checks, and certified checks will not be allowed or accepted. Failure to provide a Bid security by a surety will be grounds for rejecting the bid. The Bidder also acknowledges that the City’s determination to reject the bid shall be final and without appeal to any other authority including courts of all jurisdictions.

8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner’s exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

9.01 The number of days within which the Work is to be completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES – N/A

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or “or-equal” items. Whenever it is specified or described in the Bidding Documents that a substitute or “or-equal” item of material or equipment may be furnished or used by Contractor if acceptable to Owner, application for such acceptance will not be considered by Owner until after the Effective Date of the Agreement.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS – N/A

ARTICLE 13 – PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents.

13.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section. In the case of optional alternatives the words “No Bid,” “No Change,” or “Not Applicable” may be entered.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.

13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

13.06 A Bid by an individual shall show the Bidder’s name and official address.
13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.

13.08 All names shall be printed in ink below the signatures.

13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

14.01 Unit Price

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.

B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 15 – SUBMITTAL OF BID

15.01 The Bid Form is to be completed and submitted with the Bid security.

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title, the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation “BID ENCLOSED.” A mailed Bid shall be addressed to:

CITY PURCHASING AGENT
25 COTTAGE ROAD
SOUTH PORTLAND, MAINE 04116-9422

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted. The Owner reserves the right to disqualify the Bidder if during their review they determine the qualifications and experience are not met. The Bidder also acknowledges that the Owner’s determination to disqualify the Bidder shall be final and without appeal to any other authority including courts of all jurisdictions.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents. The Owner reserves the right to disqualify the Bidder if during their review they determine the qualifications and experience are not met. The Bidder also acknowledges that the Owner’s determination to disqualify the Bidder shall be final and without appeal to any other authority including courts of all jurisdictions.
19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

20.01 When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by the performance bonds, payment bonds, and insurance.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder.

ARTICLE 22 – SALES AND USE TAXES

22.01 Owner is exempt from state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid.

ARTICLE 23 – RETAINAGE – N/A

ARTICLE 24 – CONTRACTS TO BE ASSIGNED – N/A

ARTICLE 25 – PARTNERING – N/A
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ARTICLE 1 – BID RECIPIENT

1.01 Project Identification:

Manhole Castings Adjustments
(Bid# 22-14)

1.02 This Bid is submitted to:

CITY OF SOUTH PORTLAND
25 COTTAGE ROAD
SOUTH PORTLAND, MAINE 04106

1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

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B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained
from visits to the Site; the Bidding Documents; and with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder’s safety precautions and programs.

E. Based on the information and observations referred to in Paragraph 3.01.D above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

G. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Owner is acceptable to Bidder.

1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

**ARTICLE 4 – BIDDER’S CERTIFICATION**

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Estimated Quantity</th>
<th>Bid Unit Price</th>
<th>Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>604.181 Manhole Adjustment for Existing Roads</td>
<td>Each</td>
<td>10*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>604.182 Manhole Adjustment for Milled Roads</td>
<td>Each</td>
<td>10*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>604.183 Manhole Adjustment For Reclaimed Roads without Pavement</td>
<td>Each</td>
<td>70*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>604.183 Manhole Adjustment For Reclaimed Roads with Pavement</td>
<td>Each</td>
<td>10*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>304 Additional Gravel</td>
<td>CY</td>
<td>12*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>403 Additional Pavement</td>
<td>Ton</td>
<td>5*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>604.185 Additional Brick Coarse</td>
<td>Coarse</td>
<td>10*</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total of All Bid Prices</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Indeterminate quantities assumed for comparison of bids.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be complete as indicated in the Agreement.
ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid Bond from a surety (refer to Section 00410 for Bid Bond form for Surety);

ARTICLE 8 – DEFINED TERMS – N/A
ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): ________________________________

By: ________________________________

(Individual’s signature)

Doing business as: ________________________________

A Partnership

Partnership Name: ________________________________

By: ________________________________

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): ________________________________

A Corporation

Corporation Name: ________________________________ (SEAL)

State of Incorporation: ________________________________

Type (General Business, Professional, Service, Limited Liability): ______

By: ________________________________

(Signature -- attach evidence of authority to sign)

Name (typed or printed): ________________________________

Title: ________________________________

(CORPORATE SEAL)

Attest ________________________________

Date of Qualification to do business in [State where Project is located] is ______/_____/____.
A Joint Venture

Name of Joint Venture: ________________________________

First Joint Venturer Name: ____________________________ (SEAL)

By: ______________________________________________
    (Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): ____________________________________

Title: ________________________________________________

Second Joint Venturer Name: ____________________________ (SEAL)

By: ______________________________________________
    (Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): ____________________________________

Title: ________________________________________________

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address ________________________________

_____________________________________________________

Phone No. ______________________ Fax No. ________________________

E-mail ____________________________

SUBMITTED on ______________________, 20___.

State Contractor License No. ______________________. [If applicable]
SECTION 00410
BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID
Bid Due Date:
Project (Brief Description Including Location):

BOND
Bond Number:
Date (Not later than Bid due date):
Penal sum

(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

Bidder's Name and Corporate Seal (Seal)

By:
Signature and Title
Attest:
Signature and Title

SURETY

Surety's Name and Corporate Seal (Seal)

By:
Signature and Title
(Attach Power of Attorney)
Attest:
Signature and Title

Note: Above addresses are to be used for giving required notice.
1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety’s liability.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:
   3.1. Owner accepts Bidder’s Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
   3.2. All Bids are rejected by Owner, or
   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety’s written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.
SECTION 00510

AGREEMENT

THIS AGREEMENT is by and between City of South Portland ("Owner") and

__________________________________________ ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

A. Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

1. The City of South Portland annually adjusts approximately 100 manhole castings per year to support the City's paving program. The manhole castings consist of sanitary, catchbasin, and drain manhole types. The manhole castings adjustments have been broken out into four different scenarios as they relate to the type of road work being done by the City which are as follows:
   a. Adjustments for Existing Roads.
   b. Adjustments for Milled Roads.
   c. Adjustments for Reclaimed Roads without Pavement.
   d. Adjustments for Reclaimed Roads with Pavement.

   Each of these four scenarios are defined in their own respective specification section with accompanying figures found in Appendix A.

2. A proposed list of roads to be repaved is included in Appendix B.

3. Raising the manhole castings to grade is an integral part of the City’s paving program. This work needs to be completed in conjunction with the paving program schedule.

4. The City’s paving work will be done between the 3rd week of April and the 3rd week of November.

5. The unit prices for this bid shall be based on holding this price based on a three year contract. Also there are no guarantees to the number of manholes per year. Payment will be based on satisfactory acceptance by the City for the actual work completed. The City reserves the right to continue or reject this contract hereafter for years 2 and/or 3. If the City opts to continue or reject the contract for years 2 and/or 3, they will submit to the Bidder written confirmation by February 1 of that year.
ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

City of South Portland
Manhole Castings Adjustments

ARTICLE 3 – ENGINEER – N/A

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

A. The time limits for work will be in accordance with the street opening regulations which typically runs from the 3rd Week in April to the 3rd Week in November.

B. Raising the manhole castings to grade is an integral part of the City’s paving program. This work needs to be completed in conjunction with the paving program schedule.

ARTICLE 4 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A:

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as stated in the Contractor’s Bid.

5.02 The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. Estimated quantities are not guaranteed.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment on a weekly basis using the forms provided in Section 00844.

6.02 Progress Payments; Retainage

A. All such payments will be measured by the Unit Price Work based on the number of units completed and accepted by the City.

B. Retainage will not be taken out by the City on this project.
ARTICLE 7 – INTEREST

7.01 All moneys not paid when due shall not bear interest.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.

E. Based on the information and observations referred to in Paragraph 8.01.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

G. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.

H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to __, inclusive).

2. Performance bond (pages _____ to _____, inclusive).

3. Payment bond (pages _____ to _____, inclusive).

4. Insurance Certificate.

5. Specifications as listed in the table of contents of the Project Manual.

6. Addenda (numbers _____ to _____, inclusive).

7. Exhibits to this Agreement (enumerated as follows):
   a. Contractor’s Bid (pages _____ to _____, inclusive).
   b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).

8. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
   a. Notice to Proceed (pages _____ to _____, inclusive).
   b. Notice of Award (pages _____ to _____, inclusive).

B. There are no Contract Documents other than those listed above in this Article 9.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

   A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

   A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor’s Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

By: __________________________________________
Title: __________________________________________

Attest: _________________________________________
Title: __________________________________________
Address for giving notices:

________________________________________________
________________________________________________
________________________________________________

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR

By: __________________________________________
Title: __________________________________________

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _________________________________________
Title: __________________________________________
Address for giving notices:

________________________________________________
________________________________________________
________________________________________________

License No.: __________________________________ (Where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

Agent for service of process:  

________________________________________________
SECTION 00610
PERFORMANCE BOND

CONTRACTOR (name and address):

SURETY (name and address of principal place of business):

OWNER (name and address):

CONSTRUCTION CONTRACT
   Effective Date of the Agreement:
   Amount:
   Description (name and location):

BOND
   Bond Number:
   Date (not earlier than the Effective Date of the Agreement of the Construction Contract):
   Amount:
   Modifications to this Bond Form: □ None □ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

(seal)
Contractor's Name and Corporate Seal

By: ____________________________
   Signature

Print Name

Title

Attest: ____________________________
   Signature

Title

SURETY

(seal)
Surety's Name and Corporate Seal

By: ____________________________
   Signature (attach power of attorney)

Print Name

Title

Attest: ____________________________
   Signature

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.
1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety’s obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor’s performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner’s notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety’s receipt of the Owner’s notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner’s right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety’s obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety’s expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Surety shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor’s Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety’s liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:
SECTION 00615

PAYMENT BOND

CONTRACTOR (name and address):

SURETY (name and address of principal place of business):

OWNER (name and address):

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
Amount:
Description (name and location):

BOND

Bond Number:
Date (not earlier than the Effective Date of the Agreement of the Construction Contract):
Amount:
Modifications to this Bond Form: [ ] None [ ] See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

(Seal)
Contractor's Name and Corporate Seal

By: __________________________
Signature

Print Name

Title

Attest: _______________________
Signature

Title

SURETY

(Seal)
Surety's Name and Corporate Seal

By: _______________________
Signature (attach power of attorney)

Print Name

Title

Attest: _______________________
Signature

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.
1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety’s obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner’s property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety’s expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety’s obligations to a Claimant under this Bond shall arise after the following:

5.1 Claimants who do not have a direct contract with the Contractor,

5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant’s obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety’s expense take the following actions:

7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

7.2 Pay or arrange for payment of any undisputed amounts.

7.3 The Surety’s failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney’s fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety’s total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney’s fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner’s priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 Claim: A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and

8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:
SECTION 00620

INSURANCE

When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such insurance.

THE LIMITS OF LIABILITY FOR INSURANCE REQUIRED SHALL PROVIDE COVERAGE FOR NOT LESS THAN THE FOLLOWING AMOUNTS OR GREATER WHERE REQUIRED BY LAWS AND REGULATIONS:

1. Workers’ Compensation, and related coverages:
   a. State: Statutory
   b. Applicable Federal (e.g., Longshoremen’s) Statutory
   c. Employer’s Liability $ 500,000

2. Contractor’s General Liability shall include completed operations and product liability coverages:
   a. General Aggregate $ 2,000,000
   b. Products - Completed Operations Aggregate $ 2,000,000
   c. Personal and Advertising Injury $ 1,000,000
   d. Each Occurrence (Bodily Injury and Property Damage) $ 1,000,000
   e. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.
   f. The City shall be named in the insurance policy.
3. **Automobile Liability:**

   a. Bodily Injury:
      Each Person $1,000,000
      Each Accident $1,000,000
   
   b. Property Damage:
      Each Accident $1,000,000
   
   c. Combined Single Limit of $1,000,000
   
   d. The City shall be named in the insurance policy.

4. **The Contractual Liability coverage for not less than the following amounts:**

   a. Bodily Injury:
      Each Person $1,000,000
      Each Accident $2,000,000
   
   b. Property Damage:
      Each Accident $1,000,000
      Annual Aggregate $2,000,000

**END OF SECTION**
SECTION 00810

Notice of Award

Date: ______________________

Project: ______________________

Owner: ______________________ Owner's Contract No.: ______________________

Contract: ______________________ Engineer's Project No.: ______________________

Bidder: ______________________

Bidder's Address: [send Notice of Award Certified Mail, Return Receipt Requested]

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for _____

[Indicate total Work, alternates, or sections of Work awarded.]

The Contract Price of your Contract is ________ Dollars ($______).

[Insert appropriate data if unit prices are used. Change language for cost-plus contracts.]

_____ copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

_____ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [_____] fully executed counterparts of the Contract Documents.


3. Other conditions precedent:

   ______

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

________________________________________
Owner

By: ______________________

Authorized Signature

________________________________________
Title

Copy to Engineer
SECTION 00811

Notice to Proceed

Date: ____________________

Project:

Owner: Owner's Contract No.:

Contract: Engineer's Project No.:

Contractor:

Contractor's Address: [send Certified Mail, Return Receipt Requested]

You are notified that the Contract Times under the above Contract will commence to run on______. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion is______, and the date of readiness for final payment is ______ [(or) the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is ______].

Before you may start any Work at the Site you must deliver to the Owner the certificate of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

__________________________  ____________________________
Owner  Given by:

__________________________  ____________________________
Authorized Signature  Title

__________________________  ____________________________
Date
SECTION 00844

APPLICATION FOR PAYMENT

(The remainder of this page was left blank intentionally)
Contractor's Application For Payment No.

To (Owner):

From (Contractor):

Project:

Owner's Contract No.:

Contract:

Contractor's Project No.:

Engineer's Project No.:

APPLICATION FOR PAYMENT

Change Order Summary

<table>
<thead>
<tr>
<th>Approved Change Orders</th>
<th>Additions</th>
<th>Deductions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number</td>
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</table>

1. ORIGINAL CONTRACT PRICE .................................................. $

2. Net change by Change Orders .............................................. $

3. CURRENT CONTRACT PRICE (Line 1 + 2)................................. $

4. TOTAL COMPLETED AND STORED TO DATE
   (Column F on Progress Estimate) ........................................ $

5. RETAINAGE:
   a. _____ % x $ Work Completed ........................................ $
   b. _____ % x $ Stored Material ....................................... $
   c. Total Retainage (Line 5a + Line 5b) ................................ $

6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) ....................... $

7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) ......... $

8. AMOUNT DUE THIS APPLICATION ............................................ $

9. BALANCE TO FINISH, PLUS RETAINAGE
   (Column G on Progress Estimate + Line 5 above) ..................... $

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of: $ .................................................................
   (Line 8 or other - attach explanation of other amount)

is recommended by: ________________________________
   (Engineer) .................................................................
   (Date)

Payment of: $ .................................................................
   (Line 8 or other - attach explanation of other amount)

is approved by: ________________________________
   (Owner) .................................................................
   (Date)

Approved by: ________________________________
   Funding Agency (if applicable) ........................................
   (Date)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.
<table>
<thead>
<tr>
<th>Specification Section No.</th>
<th>Description</th>
<th>Item</th>
<th>Work Completed</th>
<th>E</th>
<th>F</th>
<th>G</th>
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<td>A</td>
<td>B</td>
<td>C</td>
<td>D</td>
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<td>Scheduled Value</td>
<td>From Previous Application (C + D)</td>
<td>This Period</td>
<td>Materials Presently Stored (not in C or D)</td>
</tr>
</tbody>
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Totals
DIVISION 1

BIDDING AND CONTRACT REQUIREMENTS

Scope of Work
The scope of this division includes Bidding and contract information and requirements.

Contents of Division

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<th>Section title</th>
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<td>Coordination</td>
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<td>304</td>
<td>Additional Gravel</td>
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<td>403</td>
<td>Additional Pavement</td>
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<tr>
<td>604.181</td>
<td>Manhole or Catchbasin Frame &amp; Cover Adjustment for Existing Roads</td>
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<td>604.185</td>
<td>Additional Brick Coarse</td>
</tr>
<tr>
<td>652</td>
<td>Traffic Control</td>
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SECTION 104

COORDINATION

104.1 Description:

A. Contractor is required to work in close proximity to City’s existing facilities. The Contractor, under this Contract, will be responsible for coordinating construction activities with City to ensure that services and safe working conditions are maintained.

B. Any damage to existing structures, equipment, and property or work in progress by others: as a result of the Contractor’s operations shall be made good by the Contractor at no additional cost to the City.

104.2 Coordination with Others:

A. City of South Portland:

1. Contractor shall coordinate access and traffic control at each location with the City of South Portland’s sewer maintenance supervisor (traffic control requirements are covered under Section 652).

2. Since this work is directly associated with the City’s paving program, the City will notify the Contractor at its earliest convenience when the manhole covers will be available to perform the required work.

3. The Contractor shall then provide the City with a construction schedule indicating the times to perform the work required. The Contractor shall update the schedule when required and give one week notice before the start of any work. The Contractor shall daily communicate with the City concerning updating the schedule, job progress, delay or early starts that affect the process.

4. The paving program is tentative and can be subject to change which the City reserves the right to do. The City will notify the Contractor at its earliest convenience of any such changes.

5. There may be work requested by the City that resides outside the paving program. This work will be coordinated by City with the Contractor as to not interfere with the schedule of the paving program.

6. The Contractor shall provide and coordinate all safeguards, safety devices, and take all other actions necessary to continuously and effectively protect the safety of all persons related to the Work.

7. At all times the Contractor shall perform the Work to minimize obstructions to pedestrian and vehicular traffic.

END OF SECTION
SECTION 304

ADDITIONAL GRAVEL

304.1 Description:

A. This additional work covers any potential areas of unsuitable materials beyond the boundaries already covered under their respective bid item for raisings the castings to grade. The work shall consist of removal of unsuitable soils, disposing, placing and compacting additional gravel in the excavated area in accordance with the specifications.
B. The City will determine the areas of unsuitable soils prior to any commencement of work.

304.2 Aggregate:

A. The City will provide the gravel material from their stockpile located at the Sewer Maintenance Facility on Highland Avenue.
B. The gravel material provided by the City shall be used solely for this purpose and for this project only.
C. The Contractor will be responsible for trucking, loading, and unloading the gravel material.
D. Excess gravel material not used will be returned to the City's stockpile.
E. Compaction shall continue until a density of not less than 95% of the maximum density has been achieved for the full width and depth. The need to do field densities will be determined by the City and paid for by the City.
F. If the top becomes contaminated by degradation of the gravel or addition of foreign material, the contaminated material shall be removed and replaced at no additional cost to the City.

304.3 Surface Tolerance:

A. The completed surface shall be shaped and maintained to a tolerance, above or below the required cross sectional shape, of 3/8”.

304.4 Method of Measurement:

A. The additional gravel will be measured by the cubic yard in place. Measurements will be made in the presence of the City.

304.5 Basis of Payment:
A. The accepted quantities of additional gravel material will be paid for at the respective contract unit price per cubic yard.

B. Payment for additional gravel shall be full compensation for removal of unsuitable soils, disposing, hauling gravel, loading gravel, placing gravel material, and compaction.

END OF SECTION
SECTION 403

ADDITIONAL PAVEMENT

403.1 Description:

A. This additional work covers any potential areas of pavement beyond the boundaries already covered under their respective bid item for raisings the castings to grade. This work shall consist of removal of additional pavement, disposing, placing and compacting additional pavement in the area in accordance with the specifications.
B. The City will determine the areas of additional pavement and the type used prior to any commencement of work.

403.2 Pavement:

A. The Contractor may place pavement provided the air temperature is 50°F or higher and the area to be paved is not frozen.
B. The base pavement material shall meet MDOT's 19.0 mm requirements.
C. The finish pavement material shall meet MDOT’s 12.5 mm requirements.
D. The Contractor shall thoroughly clean the surface upon which the pavement is to be placed of all objectionable material. When the surface of the existing base or pavement is irregular, the Contractor shall bring it to uniform grade and cross section.
E. The Contractor shall apply a coating of emulsified asphalt immediately before paving all joints to the vertical face and 3 inches of the adjacent portion of any pavement being overlaid.
F. The Contractor shall cut the existing pavement along a smooth line, producing a neat, even, vertical joint. The City will not permit broken or raveled edges.
G. The type of rollers to be used shall generally be the Contractor's option provided compaction shall continue until a density of not less than 95% of the maximum density has been achieved for the full width and depth. The need to do field densities will be determined by the City and paid for by the City.
H. If the top becomes contaminated by degradation of the aggregate or addition of foreign material, the contaminated material shall be removed and replaced at no additional cost to the City.

403.3 Surface Tolerance:

A. The City will check surface tolerance with a straightedge or string line placed parallel or transverse to the pavement. The Contractor shall correct variations exceeding ¼ inch.

403.4 Method of Measurement:
A. The quantity of pavement to be paid for under this item shall consist of the actual number of tons of pavement placed at the direction of the City.
B. The conversion factor to change volume of pavement measured in place to tons will be 0.055 tons per square yard per inch of thickness.
C. Measurements will be made in the presence of the City prior to commencing any work.

403.5 Basis of Payment:
A. The City will pay for the work in place and accepted.
B. Pavement shall be paid for at the Contract Unit Price per ton stated in the Bid Schedule.
C. Payment for this additional work shall be full compensation for all labor, equipment, materials, and incidentals necessary to meet all related contract requirements, including pavement removal, trucking, base pavement, finish pavement, cleaning, sweeping, tack coat, and pavement shim coats.
D. No additional payment will be made to the Contractor for damaged work done by him.

END OF SECTION
SECTION 604.181
MANHOLE OR CATCHBASIN FRAME & COVER
ADJUSTMENTS FOR EXISTING ROADS

604.181.1 Description:

A. This work shall consist of repairing the brick work for manhole or catchbasin frames and covers in roads that ARE NOT slated to be Milled or Reclaimed (see Figure 1 in Appendix A).
B. The City will determine which brick work for manhole or catchbasin frames and covers will be adjusted.

604.181.2 Frame & Cover Adjustments:

A. The existing frames and covers shall be reused. If a frame or cover is damaged or broken prior to commencing work then the City shall provide the Contractor with a replacement at no cost to the Contractor. If a frame or cover is damaged by the Contractor, the Contractor will reimburse the City for the cost.
B. The Contractor shall cut the existing pavement along a smooth line, producing a neat, even, vertical joint. The City will not permit broken or raveled edges.
C. The limits of excavation are shown in the Figure 1. The excavation shall extend below the area of work for a proper installation. Suitable excavated material can be set to the side of the work area and reused. Unsuitable material can be disposed of at the Sewer Maintenance Facility. For areas beyond the scope and boundaries of this bid item, see Specification Section 304 Additional Gravel for replacement material.
D. A minimum of 3 courses and a maximum of 5 courses of bricks shall be removed, replaced, and reinstalled to bring the cover and frame back to grade. Removal of the actual number of courses of brick to remove will be coordinated with the City. During removal or installation, any damage to the brick work or bricks below the maximum of 5 courses shall be made good to the satisfaction of the City by the Contractor at no additional cost to the City.
E. Bricks shall be sewer and manhole type bricks meeting AASHTO M91, Grade MS or SM.
F. Mortar shall consist of 1 part Portland cement, 2 parts sand and sufficient water to obtain the required consistency. Mortar shall be used within 30 minutes after its preparation. The cement shall conform to the requirements of Portland cement AASHTO M85 (ASTM C150), Type II or IIA. Sand shall meet MDOT's 705.02 requirements.
G. Backfill material shall be compacted to 95% dry density.
H. When existing frames, covers, and grates are used, they shall be thoroughly cleaned of existing mortar before placing to the new grade.
I. The Contractor shall thoroughly clean the surface upon which the pavement is to be placed of all objectionable material. When the surface of the existing base or pavement is irregular, the Contractor shall bring it to uniform grade and cross section.

J. If the top becomes contaminated by degradation of the aggregate or addition of foreign material, the contaminated material shall be removed and replaced at no additional cost to the City.

K. The Contractor shall apply a coating of emulsified asphalt immediately before paving all joints to the vertical face and 3 inches of the adjacent portion of any pavement being overlaid.

L. The base pavement material shall meet MDOT’s 19.0 mm requirements.

M. The finish pavement material shall meet MDOT’s 12.5 mm requirements.

N. The type of rollers to be used shall generally be the Contractor’s option provided compaction shall continue until a density of not less than 95% of the maximum dry density has been achieved for the full width and depth. The need to do field densities will be determined by the City and payed for by the City.

O. The frames and covers need to be protected in accordance with all traffic control measures while the mortar is setting. Placement of the pavement shall be done within 2 days of raising the frame and cover to final grade.

P. The work area shall be kept clean and free of debris at all times.

604.181.3 Surface Tolerance:

A. The City will check cover tolerance with a straightedge or string line placed parallel or transverse to the pavement. No rim or cover or any part thereof shall protrude above the plane of the finished pavement. In addition, the Contractor shall also correct variations exceeding ¼ inch below the plane of the finished pavement. If either case is violated, the Contractor shall redo the work at no cost to the City.

604.181.4 Method of Measurement:

A. The manhole or catchbasin frame and cover adjusted shall be measured by the actual number of units completed and accepted in place.

604.181.5 Basis of Payment:

A. The City will pay for the work in place and accepted.

B. Pavement shall be paid for at the Contract Unit Price per Each stated in the Bid Schedule.

C. Payment for this additional work shall be full compensation for all labor, equipment, materials, and incidentals necessary to meet all related contract requirements, including traffic control, coordination, pavement removal, trucking, excavation, backfill, compaction, demolition, bricks, mortar, cleaning, sweeping, tack coat, base pavement, finish pavement and pavement shim coats.
D. Incidental items will include but not limited to restoring bituminous curbing, resetting granite curbing, lawn repair, restoring landscaping, etc.
E. No additional payment will be made to the Contractor for damaged work done by him.

END OF SECTION
SECTION 604.182
MANHOLE OR CATCHBASIN FRAME & COVER
ADJUSTMENTS FOR MILLED ROADS

604.182.1 Description:

A. This work shall consist of repairing the brick work for manhole or catchbasin frames and covers in roads that ARE slated to be Milled (see Figure 2 in Appendix A).
B. The City will determine which brick work for manhole or catchbasin frames and covers will be repaired and adjusted back to finish grade.
C. Under this scenario, the brick work for the frames and covers will be repaired and adjusted to extend 1 ½” above the milled surface. The Contractor shall match the existing base pavement up to the milled surface with MDOT 19.0 mm pavement. The City will be responsible as part of their paving program to provide the 1 ½” finish pavement layer.

604.182.2 Frame & Cover Adjustments:

A. The existing frames and covers shall be reused. If a frame or cover is damaged or broken prior to commencing work then the City shall provide the Contractor with a replacement at no cost to the Contractor. If a frame or cover is damaged by the Contractor, the Contractor will reimburse the City for the cost.
B. The Contractor shall cut the existing pavement along a smooth line, producing a neat, even, vertical joint. The City will not permit broken or raveled edges.
C. The limits of excavation are shown in the Figure 1. The excavation shall extend below the area of work for a proper installation. Suitable excavated material can be set to the side of the work area and reused. Unsuitable material can be disposed of at the Sewer Maintenance Facility. For areas beyond the scope and boundaries of this bid item, see Specification Section 304 Additional Gravel for replacement material.
D. The excavation shall extend below the area of work for a proper installation. Suitable excavated material can be set to the side of the work area.
E. A minimum of 3 courses and a maximum of 5 courses of bricks shall be removed, replaced, and reinstalled to bring the cover and frame back to grade. Removal of the actual number of courses of brick to remove will be coordinated with the City. During removal or installation, any damage to the brick work or bricks below the maximum of 5 courses shall be made good to the satisfaction of the City by the Contractor at no additional cost to the City.
F. Bricks shall be sewer and manhole type bricks meeting AASHTO M91, Grade MS or SM.
G. Mortar shall consist of 1 part Portland cement, 2 parts sand and sufficient water to obtain the required consistency. Mortar shall be used within 30 minutes after its preparation. The cement shall conform to the requirements of Portland cement AASHTO M85 (ASTM C150), Type II or IIA. Sand shall meet MDOT’s 705.02 requirements.

H. Backfill material shall be compacted to 95% dry density.

I. When existing frames, covers, and grates are used, they shall be thoroughly cleaned of existing mortar before placing to the new grade.

J. The Contractor shall thoroughly clean the surface upon which the pavement is to be placed of all objectionable material. When the surface of the existing base or pavement is irregular, the Contractor shall bring it to uniform grade and cross section.

K. If the top becomes contaminated by degradation of the aggregate or addition of foreign material, the contaminated material shall be removed and replaced at no additional cost to the City.

L. The Contractor shall apply a coating of emulsified asphalt immediately before paving all joints to the vertical face.

M. The type of rollers to be used shall generally be the Contractor’s option provided compaction shall continue until a density of not less than 95% of the maximum dry density has been achieved for the full width and depth. The need to do field densities will be determined by the City and payed for by the City.

N. The frames and covers need to be protected in accordance with all traffic control measures while the mortar is setting. Placement of the pavement shall be done within 2 days of raising the frame and cover to final grade.

O. The work area shall be kept clean and free of debris at all times.

604.182.3 Surface Tolerance:

A. The City will check cover tolerance with a straightedge or string line placed parallel or transverse to the finish pavement. No rim or cover or any part thereof shall protrude above the plane of the finished pavement. In addition, the Contractor shall also correct variations exceeding ¼ inch below the plane of the finished pavement. If either case is violated, the Contractor shall redo the work at no cost to the City.

604.182.4 Method of Measurement:

A. The manhole or catchbasin frame and cover adjusted shall be measured by the actual number of units completed and accepted in place.

604.182.5 Basis of Payment:

A. The City will pay for the work in place and accepted.

B. Pavement shall be paid for at the Contract Unit Price per Each stated in the Bid Schedule.

C. Payment for this additional work shall be full compensation for all labor, equipment, materials, and incidentals necessary to meet all related contract requirements, including traffic control, coordination, pavement removal, trucking, excavation, backfill,
compaction, demolition, bricks, mortar, cleaning, sweeping, tack coat, pavement, and pavement shim coats.

D. Incidental items will include but not limited to restoring bituminous curbing, resetting granite curbing, lawn repair, restoring landscaping, etc.

E. No additional payment will be made to the Contractor for damaged work done by him.

END OF SECTION
SECTION 604.183
MANHOLE OR CATCHBASIN FRAME & COVER
ADJUSTMENTS FOR RECLAIMED ROADS
WITHOUT PAVEMENT

604.183.1 Description:
A. This work shall consist of repairing the brick work for manhole or catchbasin frames and covers in roads that ARE slated to be Reclaimed without pavement (see Figure 3 in Appendix A).
B. The City will determine which brick work for manhole or catchbasin frames and covers will be repaired and adjusted back to finish grade.
C. Under this scenario, the work will be as follows:
   a. Remove pavement, excavate, and remove bricks, frame, and cover. The cover shall be turned over to the City.
   b. The City will provide a plate to go over the structure, backfill with gravel, and install a 2” 19.0 mm temporary binder.
   c. The City will then Reclaim the road.
   d. Afterward, the Contractor will excavate, remove and return the plate to the City, the City in turn will give the frame and cover back to be installed.
   e. The brick work for the frames and covers will be adjusted to extend 2” above reclaimed surface.
   f. The City will be responsible for base and finish pavement.

604.183.2 Frame & Cover Adjustments:
A. The existing frames and covers shall be reused. If a frame or cover is damaged or broken prior to commencing work then the City shall provide the Contractor with a replacement at no cost to the Contractor. If a frame or cover is damaged by the Contractor, the Contractor will reimburse the City for the cost.
B. The Contractor shall cut the existing pavement along a smooth line, producing a neat, even, vertical joint.
C. The limits of excavation are shown in the Figure 1. The excavation shall extend below the area of work for a proper installation. Suitable excavated material can be set to the side of the work area and reused. Unsuitable material can be disposed of at the Sewer Maintenance Facility. For areas beyond the scope and boundaries of this bid item, see Specification Section 304 Additional Gravel for replacement material.
D. A minimum of 3 courses and a maximum of 5 courses of bricks shall be removed, replaced, and reinstalled to bring the cover and frame back to grade. Removal of the actual number of courses of brick to remove will be coordinated with the City. During
removal or installation, any damage to the brick work or bricks below the maximum of 5 courses shall be made good to the satisfaction of the City by the Contractor at no additional cost to the City.

E. Bricks shall be sewer and manhole type bricks meeting AASHTO M91, Grade MS or SM.

F. Mortar shall consist of 1 part Portland cement, 2 parts sand and sufficient water to obtain the required consistency. Mortar shall be used within 30 minutes after its preparation. The cement shall conform to the requirements of Portland cement AASHTO M85 (ASTM C150), Type II or IIA. Sand shall meet MDOT’s 705.02 requirements.

G. Backfill material shall be compacted to 95% dry density.

H. When existing frames, covers, and grates are used, they shall be thoroughly cleaned of existing mortar before placing to the new grade.

I. The type of rollers to be used shall generally be the Contractor’s option provided compaction shall continue until a density of not less than 95% of the maximum dry density has been achieved for the full width and depth. The need to do field densities will be determined by the City and payed for by the City.

J. The frames and covers need to be protected in accordance with all traffic control measures while the mortar is setting.

K. The work area shall be kept clean and free of debris at all times.

604.183.3 Surface Tolerance:

A. The City will check cover tolerance with a straightedge or string line placed parallel or transverse to the finish pavement. No rim or cover or any part thereof shall protrude above the plane of the finished pavement. In addition, the Contractor shall also correct variations exceeding ¼ inch below the plane of the finished pavement. If either case is violated, the Contractor shall redo the work at no cost to the City.

604.183.4 Method of Measurement:

A. The manhole or catchbasin frame and cover adjusted shall be measured by the actual number of units completed and accepted in place.

604.183.5 Basis of Payment:

A. The City will pay for the work in place and accepted. **50% of this line item will be paid for the removal work as noted in 604.183.1 C a, b, and c. The remaining 50% will be paid for the installation as noted in 604.183.1 C d, e, and f.**

B. Pavement shall be paid for at the Contract Unit Price per Each stated in the Bid Schedule.

C. Payment for this additional work shall be full compensation for all labor, equipment, materials, and incidentals necessary to meet all related contract requirements, including traffic control, coordination, pavement removal, temporary pavement, trucking, excavation, backfill, compaction, demolition, bricks, mortar, cleaning, sweeping.
D. Incidental items will include but not limited to restoring bituminous curbing, resetting granite curbing, lawn repair, restoring landscaping, etc.
E. No additional payment will be made to the Contractor for damaged work done by him.

END OF SECTION
SECTION 604.184
MANHOLE OR CATCHBASIN FRAME & COVER
ADJUSTMENTS FOR RECLAIMED ROADS
WITH PAVEMENT

604.184.1 Description:

A. This work shall consist of repairing the brick work for manhole or catchbasin frames and covers in roads that ARE slated to be Reclaimed with pavement (see Figure 4 in Appendix A).

B. The City will determine which brick work for manhole or catchbasin frames and covers will be repaired and adjusted back to finish grade.

C. Under this scenario, the work will be as follows:
   a. Remove pavement, excavate, and remove bricks, frame, and cover. The frame and cover shall be turned over to the City.
   b. The City will provide a plate to go over the structure, backfill with gravel, and install 2” 19.0 mm temporary binder.
   c. The City will then Reclaim the road and base pave.
   d. Afterward, the Contractor will remove base pavement, excavate, remove and return the plate to the City, the City in turn will give the frame and cover back to be installed.
   e. The brick work for the frames and covers will be adjusted to extend 1 1/2” above base pavement.
   f. The Contractor will be responsible for base pavement. The City will be responsible for finish pavement.

604.184.2 Frame & Cover Adjustments:

A. The existing frames and covers shall be reused. If a frame or cover is damaged or broken prior to commencing work then the City shall provide the Contractor with a replacement at no cost to the Contractor. If a frame or cover is damaged by the Contractor, the Contractor will reimburse the City for the cost.

B. The Contractor shall cut the existing pavement along a smooth line, producing a neat, even, vertical joint.

C. The limits of excavation are shown in the Figure 1. The excavation shall extend below the area of work for a proper installation. Suitable excavated material can be set to the side of the work area and reused. Unsuitable material can be disposed of at the Sewer Maintenance Facility. For areas beyond the scope and boundaries of this bid item, see Specification Section 304 Additional Gravel for replacement material.
D. A minimum of 3 courses and a maximum of 5 courses of bricks shall be removed, replaced, and reinstalled to bring the cover and frame back to grade. Removal of the actual number of courses of brick to remove will be coordinated with the City. During removal or installation, any damage to the brick work or bricks below the maximum of 5 courses shall be made good to the satisfaction of the City by the Contractor at no additional cost to the City.

E. Bricks shall be sewer and manhole type bricks meeting AASHTO M91, Grade MS or SM.

F. Mortar shall consist of 1 part Portland cement, 2 parts sand and sufficient water to obtain the required consistency. Mortar shall be used within 30 minutes after its preparation. The cement shall conform to the requirements of Portland cement AASHTO M85 (ASTM C150), Type II or IIA. Sand shall meet MDOT’s 705.02 requirements.

G. Backfill material shall be compacted to 95% dry density.

H. When existing frames, covers, and grates are used, they shall be thoroughly cleaned of existing mortar before placing to the new grade.

I. The Contractor shall thoroughly clean the surface upon which the pavement is to be placed of all objectionable material. When the surface of the existing base or pavement is irregular, the Contractor shall bring it to uniform grade and cross section.

J. If the top becomes contaminated by degradation of the aggregate or addition of foreign material, the contaminated material shall be removed and replaced at no additional cost to the City.

K. The Contractor shall apply a coating of emulsified asphalt immediately before paving all joints to the vertical face.

L. The base pavement material shall meet MDOT’s 19.0 mm requirements.

M. The type of rollers to be used shall generally be the Contractor’s option provided compaction shall continue until a density of not less than 95% of the maximum dry density has been achieved for the full width and depth. The need to do field densities will be determined by the City and payed for by the City.

N. The frames and covers need to be protected in accordance with all traffic control measures while the mortar is setting.

O. The work area shall be kept clean and free of debris at all times.

604.184.3 Surface Tolerance:

A. The City will check cover tolerance with a straightedge or string line placed parallel or transverse to the finish pavement. No rim or cover or any part thereof shall protrude above the plane of the finished pavement. In addition, the Contractor shall also correct variations exceeding ¼ inch below the plane of the finished pavement. If either case is violated, the Contractor shall redo the work at no cost to the City.

604.184.4 Method of Measurement:

A. The manhole or catchbasin frame and cover adjusted shall be measured by the actual number of units completed and accepted in place.
604.184.5 Basis of Payment:

A. The City will pay for the work in place and accepted. **50% of this line item will be paid for the removal work as noted in 604.183.1 C a, b, and c. The remaining 50% will be paid for the installation as noted in 604.183.1 C d, e, and f.**

B. Pavement shall be paid for at the Contract Unit Price per Each stated in the Bid Schedule.

C. Payment for this additional work shall be full compensation for all labor, equipment, materials, and incidentals necessary to meet all related contract requirements, including traffic control, coordination, pavement removal, temporary pavement, base pavement, trucking, excavation, backfill, compaction, demolition, bricks, mortar, cleaning, sweeping, tack coat, pavement, and pavement shim coats.

D. Incidental items will include but not limited to restoring bituminous curbing, resetting granite curbing, lawn repair, restoring landscaping, etc.

E. No additional payment will be made to the Contractor for damaged work done by him.

**END OF SECTION**
SECTION 604.185
ADDITIONAL BRICK COURSES

604.185.1 Description:

A. This work shall consist of excavation, removal and installation of additional brick courses.
B. The City will determine if additional brick courses are required to be replaced above and beyond the brick courses already covered in Sections 604.181-604.184.

604.185.2 Additional Brick Courses:

A. The excavation shall extend below the area of work for a proper installation. Suitable excavated material can be set to the side of the work area. Unsuitable material can be disposed of at the Sewer Maintenance Facility. See specification Section 304 Additional Gravel for replacement material.
B. Bricks shall be sewer and manhole type bricks meeting AASHTO M91, Grade MS or SM.
C. Mortar shall consist of 1 part Portland cement, 2 parts sand and sufficient water to obtain the required consistency. Mortar shall be used within 30 minutes after its preparation. The cement shall conform to the requirements of Portland cement AASHTO M85 (ASTM C150), Type II or IIA. Sand shall meet MDOT’s 705.02 requirements.
D. Backfill material shall be compacted to 95% dry density.

403.4 Method of Measurement:

A. The quantity to be paid for under this item shall consist of the actual number of courses placed at the direction of the City prior to commencing any work.

403.5 Basis of Payment:

A. The City will pay for the work in place and accepted.
B. Additional Brick Courses shall be paid for at the Contract Unit Price per course stated in the Bid Schedule.
C. Payment for this additional work shall be full compensation for all labor, equipment, materials, and incidentals necessary to meet all related contract requirements, including excavation, demolition, bricks, mortar, and backfill.
D. No additional payment will be made to the Contractor for damaged work done by him.

END OF SECTION
SECTION 652

TRAFFIC CONTROL

652.1 Description:

A. This work shall consist of furnishing, installing, maintaining and removing traffic control devices necessary to provide reasonable protection for vehicles, pedestrians and construction workers.
B. Traffic Control devices include signs, hand signals, barricades, flaggers, and police officers.

652.2 Construction Requirements:

A. The work zone traffic control plan shall conform to the principles based on Part 6 of the 2003 Edition of the Manual on Uniform Traffic Control Devices (MUTCD) with a particular emphasis on short term work on streets.
B. The City will provide police officers as needed. The Cost of the police officer(s) shall be born by the City.
C. The Contractor will provide continuous and effective traffic control for the Project that is appropriate to the construction means, methods, and sequencing allowed and accepted by the City. The Cost of all traffic control devices, except for police officers, shall be incidental to Project.
D. The Contractor shall submit and get approved by the City a TCP (Traffic Control Plan) prior to commencing any work that provides the following information:
   1. The name, telephone number, and other contact numbers of the Contractor's employee responsible for the TCP.
   2. Proposed construction phasing or sequencing that minimizes traffic impacts.
   3. A plan explaining how traffic and pedestrians will be moved through the Project.
   4. Temporary traffic control treatments.
   5. A list of Flaggers to be used on the Project.
   6. A procedure for notifying local emergency officials.
   7. The length of time required to perform the work.

END OF SECTION
APPENDIX A – DETAILS
NOTES:

1. ALL BRICKS, EITHER EXISTING OR INSTALLED UNDER THIS CONTRACT, THAT ARE DAMAGED, SPLIT, CHIPPED OR BROKEN AS A RESULT OF THESE CONSTRUCTION ACTIVITIES SHALL BE REMOVED AND REPLACED AT NO ADDITIONAL COST TO THE OWNER. CONTRACTOR SHALL POINT ALL MORTAR JOINTS.

2. EXISTING BRICKS THAT ARE SPLIT, CHIPPED, BROKEN OR DEEMED BY THE OWNER TO BE REPLACED, AND ARE LOCATED BEYOND THE INTENT OF THE SCOPE OF WORK, THEIR REPLACEMENT SHALL BE HANDLED UNDER THE APPROPRIATE BID ITEM IN THE SPECIFICATIONS.

3. EXISTING SPLIT, CHIPPED OR BROKEN BRICKS, THAT ARE LOCATED WITHIN THE INTENT OF THE SCOPE OF WORK, WILL BE REMOVED AND NEW BRICKS INSTALLED UNDER THE APPROPRIATE BID ITEM OF THE SPECIFICATIONS.

4. EXCAVATED ROAD BASE MATERIAL SHALL BE KEPT SEGREGATED AND CLEAN TO BE REPLACED. COMPACT TO 95% DRY DENSITY.

5. PAVEMENT PATCH MATERIAL SHALL MATCH EXISTING PAVEMENT COURSING DEPTH AND MATERIAL.

6. CUTTING OF EXISTING PERIMETER PAVEMENT SHALL BE DONE USING A PAVEMENT SAW, NO "PIZZA CUTTER" OR THE USE OF A JACKHAMMER WILL BE ALLOWED.

7. NO SHIMS OF ANY SHAPE, MAKE OR MATERIAL WILL BE ALLOWED TO RAISE
NOTES:

1. ALL BRICKS, EITHER EXISTING OR INSTALLED UNDER THIS CONTRACT, THAT ARE DAMAGED, SPLIT, CHIPPED OR BROKEN AS A RESULT OF THESE CONSTRUCTION ACTIVITIES SHALL BE REMOVED AND REPLACED AT NO ADDITIONAL COST TO THE OWNER. CONTRACTOR SHALL POINT ALL MORTAR JOINTS.

2. EXISTING BRICKS THAT ARE SPLIT, CHIPPED, BROKEN OR DEEMED BY THE OWNER TO BE REPLACED, AND ARE LOCATED BEYOND THE INTENT OF THE SCOPE OF WORK, WILL BE REMOVED AND NEW BRICKS INSTALLED UNDER THE APPROPRIATE BID ITEM IN THE SPECIFICATIONS.

3. EXISTING SPLIT, CHIPPED OR BROKEN BRICKS, THAT ARE LOCATED WITHIN THE INTENT OF THE SCOPE OF WORK, WILL BE REMOVED AND NEW BRICKS INSTALLED UNDER THE APPROPRIATE BID ITEM OF THE SPECIFICATIONS.

4. EXCAVATED ROAD BASE MATERIAL SHALL BE KEPT SEGREGATED AND CLEAN TO BE REPLACED. COMPACT TO 95% DRY DENSITY.

5. PAVEMENT PATCH MATERIAL SHALL MATCH EXISTING PAVEMENT COURSING DEPTH AND MATERIAL.

6. CUTTING OF EXISTING PERIMETER PAVEMENT SHALL BE DONE USING A PAVEMENT SAW, NO "PIZZA CUTTER" OR THE USE OF A JACKHAMMER WILL BE ALLOWED.

7. NO SHIMS OF ANY SHAPE, MAKE OR MATERIAL WILL BE ALLOWED TO RAISE THE MANHOLE STRUCTURE OR DECK OR ANYTHING ELSE.
NOTES:

1. ALL BRICKS, EITHER EXISTING OR INSTALLED UNDER THIS CONTRACT, THAT ARE DAMAGED, SPLIT, CHIPPED OR BROKEN AS A RESULT OF THESE CONSTRUCTION ACTIVITIES SHALL BE REMOVED AND REPLACED AT NO ADDITIONAL COST TO THE OWNER. CONTRACTOR SHALL POINT ALL MORTAR JOINTS.

2. EXISTING BRICKS THAT ARE SPLIT, CHIPPED, BROKEN OR DEEMED BY THE OWNER TO BE REPLACED, AND ARE LOCATED BEYOND THE INTENT OF THE SCOPE OF WORK, THEIR REPLACEMENT SHALL BE HANDLED UNDER THE APPROPRIATE BID ITEM IN THE SPECIFICATIONS.

3. EXISTING SPLIT, CHIPPED OR BROKEN BRICKS, THAT ARE LOCATED WITHIN THE INTENT OF THE SCOPE OF WORK, WILL BE REMOVED AND NEW BRICKS INSTALLED UNDER THE APPROPRIATE BID ITEM OF THE SPECIFICATIONS.

4. EXCAVATED ROAD BASE MATERIAL SHALL BE KEPT SEGREGATED AND CLEAN TO BE REPLACED. COMPACT TO 95% DRY DENSITY.

5. PAVEMENT PATCH MATERIAL SHALL MATCH EXISTING PAVEMENT COURSES DEPTH AND MATERIAL.

6. CUTTING OF EXISTING PERIMETER PAVEMENT SHALL BE DONE USING A PAVEMENT SAW, NO "PIZZA CUTTER" OR THE USE OF A JACKHAMMER WILL BE ALLOWED.

7. NO SHIMS OF ANY SHAPE, MAKE OR MATERIAL WILL BE ALLOWED TO RAISE THE CASTING, FRAME OR FRAME OF ADJUSTMENT.

CITY OF SOUTH PORTLAND
MANHOLE ADJUSTMENT FOR RECLAIMED ROADS WITH PAVEMENT

FIGURE 4
DATE: JAN 2014
SCALE:

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3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Estimated Quantity</th>
<th>Bid Unit Price</th>
<th>Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>604.181 Manhole Adjustment for Existing Roads</td>
<td>Each</td>
<td>10*</td>
<td>$658.00</td>
<td>$6580.00</td>
</tr>
<tr>
<td>2</td>
<td>604.182 Manhole Adjustment for Milled Roads</td>
<td>Each</td>
<td>10*</td>
<td>$497.00</td>
<td>$4970.00</td>
</tr>
<tr>
<td>3</td>
<td>604.183 Manhole Adjustment For Reclaimed Roads With Pavement</td>
<td>Each</td>
<td>70*</td>
<td>$594.00</td>
<td>$41580.00</td>
</tr>
<tr>
<td>4</td>
<td>604.183 Manhole Adjustment For Reclaimed Roads With Pavement</td>
<td>Each</td>
<td>10*</td>
<td>$680.00</td>
<td>$6800.00</td>
</tr>
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<td>5</td>
<td>304 Additional Gravel</td>
<td>CY</td>
<td>12*</td>
<td>$1.00</td>
<td>$12.00</td>
</tr>
<tr>
<td>6</td>
<td>403 Additional Pavement</td>
<td>Ton</td>
<td>5*</td>
<td>$120.00</td>
<td>$600.00</td>
</tr>
<tr>
<td>7</td>
<td>604.185 Additional Brick Coarse</td>
<td>Coarse</td>
<td>10*</td>
<td>$15.00</td>
<td>$150.00</td>
</tr>
</tbody>
</table>

* Indeterminate quantities assumed for comparison of bids.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be complete as indicated in the Agreement.
ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed):

By: ____________________________

(Individual’s signature)

Doing business as: ____________________________

A Partnership

Partnership Name: ____________________________

By: ____________________________

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): ____________________________

A Corporation

Corporation Name: KEENAN EXCAVATING CO., INC(SEAL)

State of Incorporation: MAINE

Type (General Business, Professional, Service, Limited Liability): ____________________________

By: ____________________________

(Signature -- attach evidence of authority to sign)

Name (typed or printed): FRANK KEENAN III

Title: President / Owner

CORPORATE SEAL

Attest: ____________________________

Date of Qualification to do business in [State where Project is located] is 1/1/06.
A Joint Venture

Name of Joint Venture: ________________________________

First Joint Venturer Name: ________________________________ (SEAL)

By: ____________________________________________
      (Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): ________________________________

Title: ______________________________________________

Second Joint Venturer Name: ________________________________ (SEAL)

By: ____________________________________________
      (Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): ________________________________

Title: ______________________________________________

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 44 Appletree Drive

SOUTH PORTLAND, ME 04106

Phone No. 207-615-3383 Fax No. __________

E-mail Keenanxcavating@maine.rr.com

SUBMITTED on 2/24/2017.

State Contractor License No. ____________________________ [If applicable]
SECTION 00410
BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address): Keenan Excavating Co., Inc.
44 Appletree Drive
South Portland, Maine 04106

SURETY (Name and Address of Principal Place of Business): The Ohio Casualty Insurance Company
62 Maple Avenue
Keene, New Hampshire 03431

OWNER (Name and Address): City of South Portland, Maine
25 Cottage Road
South Portland, Maine 04106

BID
Bid Due Date: 2/28/2017
Project (Brief Description Including Location): Manhole Castings Adjustments (Bid #23-17) at various locations in South Portland, Maine

BOND
Bond Number: 837061283
Date (Not later than Bid due date): 2/28/2017
Penal sum

** Five Percent of Attached Bid **

(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER
Keenan Excavating Co., Inc. (Seal)
Bidder’s Name and Corporate Seal

By: [Signature and Title]
President

SURETY
The Ohio Casualty Insurance Company (Seal)
Surety’s Name and Corporate Seal

By: [Signature and Title]
Shannon Walton, Attorney-in-Fact
(Attach Power of Attorney)
Witness:

Attest:
Signature and Title
Lee Ramsdell, Witness

Note: Above addresses are to be used for giving required notice.
1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:
   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
   3.2. All Bids are rejected by Owner, or
   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.
THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 726845

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bret Cote; Deborah Wentworth; Gail E. Lind; Lorraine Michals; Nancy Poulin; Roberta Rumpf; Shannon Walton

all of the city of Portland _______ state of ME _______ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of February 2016.

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 3rd day of February 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes herein contained by signing on behalf of the corporations by himself as duly authorized officer.

By: [Signature]
David M. Carey, Assistant Secretary

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV—OFFICERS — Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII — Execution of Contracts — SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation — The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization — By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of February 2017.

By: [Signature]
Gregory W. Davenport, Assistant Secretary

To be attached to Bid Bond in favor of the City of South Portland
No addendums noted

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Estimated Quantity</th>
<th>Bid Unit Price</th>
<th>Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>604.181 Manhole adjustment for existing roads</td>
<td>Each</td>
<td>10*</td>
<td>$650</td>
<td>$6500</td>
</tr>
<tr>
<td>2</td>
<td>604.182 Manhole adjustment for Milled roads</td>
<td>Each</td>
<td>10*</td>
<td>$600</td>
<td>$6000</td>
</tr>
<tr>
<td>3</td>
<td>604.183 Manhole adjustment for Reclaimed roads without pavement</td>
<td>Each</td>
<td>70*</td>
<td>$800</td>
<td>$56000</td>
</tr>
<tr>
<td>4</td>
<td>604.184 Manhole adjustment for Reclaimed roads with pavement</td>
<td>Each</td>
<td>10*</td>
<td>$850</td>
<td>$8500</td>
</tr>
<tr>
<td>5</td>
<td>304 Additional Gravel</td>
<td>CY</td>
<td>12*</td>
<td>$8</td>
<td>$96</td>
</tr>
<tr>
<td>6</td>
<td>403 Additional Pavement</td>
<td>Ton</td>
<td>5*</td>
<td>$85</td>
<td>$425</td>
</tr>
<tr>
<td>7</td>
<td>604.185 Additional Brick Coarse</td>
<td>coarse</td>
<td>10*</td>
<td>$50</td>
<td>$500</td>
</tr>
<tr>
<td></td>
<td>Total of all Bid Prices</td>
<td></td>
<td></td>
<td></td>
<td>$78,021.00</td>
</tr>
</tbody>
</table>

Kevin Plowman, Owner
Plowman Construction LLC
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Estimated Quantity</th>
<th>Bid Unit Price</th>
<th>Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>604.181 Manhole Adjustment for Existing Roads</td>
<td>Each</td>
<td>10*</td>
<td>$658.00</td>
<td>$6580.00</td>
</tr>
<tr>
<td>2</td>
<td>604.182 Manhole Adjustment for Milled Roads</td>
<td>Each</td>
<td>10*</td>
<td>$497.00</td>
<td>$4970.00</td>
</tr>
<tr>
<td>3</td>
<td>604.183 Manhole Adjustment for Reclaimed Roads without Pavement</td>
<td>Each</td>
<td>70*</td>
<td>$594.00</td>
<td>$41580.00</td>
</tr>
<tr>
<td>4</td>
<td>604.183 Manhole Adjustment for Reclaimed Roads with Pavement</td>
<td>Each</td>
<td>10*</td>
<td>$680.00</td>
<td>$6800.00</td>
</tr>
<tr>
<td>5</td>
<td>304 Additional Gravel</td>
<td>CY</td>
<td>12*</td>
<td>$4.00</td>
<td>$48.00</td>
</tr>
<tr>
<td>6</td>
<td>403 Additional Pavement</td>
<td>Ton</td>
<td>5*</td>
<td>$120.00</td>
<td>$600.00</td>
</tr>
<tr>
<td>7</td>
<td>604.185 Additional Brick Coarse</td>
<td>Coarse</td>
<td>10*</td>
<td>$75.00</td>
<td>$750.00</td>
</tr>
</tbody>
</table>

Total of All Bid Prices: $61292.00

* Indeterminate quantities assumed for comparison of bids.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

**ARTICLE 6 – TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be complete as indicated in the Agreement.
ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): ____________________________

By: ____________________________________________
     (Individual’s signature)

Doing business as: ________________________________

A Partnership

Partnership Name: ________________________________

By: ____________________________________________
     (Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): __________________________

A Corporation

Corporation Name: KEENAN EXCAVATING CO., INC. (SEAL)

State of Incorporation: MAINE

Type (General Business, Professional, Service, Limited Liability): __________________

By: __________________________________________
     (Signature -- attach evidence of authority to sign)

Name (typed or printed): FRANK KEENAN III

Title: ____________________________ (CORPORATE SEAL)

Attest ____________________________

Date of Qualification to do business in [State where Project is located] is 1/1/06.
A Joint Venture

Name of Joint Venture: ____________________________________________

First Joint Venturer Name: ________________________________________ (SEAL)

By: ____________________________________________
    (Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): __________________________________________

Title: ___________________________________________________________

Second Joint Venturer Name: ________________________________________ (SEAL)

By: ____________________________________________
    (Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): __________________________________________

Title: ___________________________________________________________

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 44 Appletree Drive

SOUTH PORTLAND, ME 04106

Phone No. 207-615-3383 Fax No. ________________________________

E-mail Keenoxcavatingmaine@rr.com

SUBMITTED on 2/24/2017.

State Contractor License No. __________________________. [If applicable]
SECTION 00410
BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address): Keenan Excavating Co., Inc.
44 Apple tree Drive
South Portland, Maine 04106

SURETY (Name and Address of Principal Place of Business): The Ohio Casualty Insurance Company
62 Maple Avenue
Keene, New Hampshire 03431

OWNER (Name and Address): City of South Portland, Maine
25 Cottage Road
South Portland, Maine 04106

BID
Bid Due Date: 2/28/2017
Project (Brief Description Including Location): Manhole Castings Adjustments (Bid #23-17) at various locations in South Portland, Maine

BOND
Bond Number: 837061283
Date (Not later than Bid due date): 2/28/2017
Penal sum: ** Five Percent of Attached Bid **
(Words)
(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER
Keenan Excavating Co., Inc. (Seal)
Bidder's Name and Corporate Seal

By: [Signature]
Signature and Title: President

Attest: [Signature]
Signature and Title

SURETY
The Ohio Casualty Insurance Company (Seal)
Surety's Name and Corporate Seal

By: [Signature and Title]
Signature and Title: Attorney-in-Fact
(Attach Power of Attorney)
Witness:

[Signature and Title]
Signature and Title: Lee Ramsdell, Witness

Note: Above addresses are to be used for giving required notice.
1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety’s liability.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:
   3.1. Owner accepts Bidder’s Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
   3.2. All Bids are rejected by Owner, or
   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety’s written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.
THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7256645

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bret Cote; Deborah Wentworth; Gail E. Lind; Lorraine Michals; Nancy Poulino; Roberta Rumpf; Shannon Walton

all of the city of Portland, state of ME, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of February 2016.

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 3rd day of February 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes herein contained by signing on behalf of the corporaion by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania
Notary Public

By: Teresa Pastella

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to act thereon the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, or by the President or by any officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to act thereon the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company’s Board of Directors, the Company consents that facsimiles or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a true, full and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of February 2017.

By: Gregory W. Davenport, Assistant Secretary

To be attached to Bid Bond
in favor of the City of South Portland
ORDER #158-16/17

ORDERED, that award of Bid #23-17 be and hereby is made to Keenan Excavating Co., Inc., of South Portland, ME, in the amount sixty-one thousand two hundred ninety-two dollars ($61,292) for manhole casting adjustments.

Said amount shall be charged to the Equipment Rental Account #506562-628800.

Fiscal Note: $61,292

Dated: March 20, 2017
BID RESULTS

Bid # 23-17

MANHOLE CASTINGS ADJUSTMENTS

Bids for Manhole Castings Adjustments for the City of South Portland were opened on Tuesday, February 28, 2017 at 1:00 P.M. The bid was advertised, mailed and emailed to fifty-six (56) General Contractors. Five firms purchased plans and two (2) bidder(s) submitted proposals.

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Keenan Excavating Co., Inc.</td>
<td>$61,292.00</td>
</tr>
<tr>
<td>South Portland, ME</td>
<td></td>
</tr>
<tr>
<td>Plowman Construction, Inc.</td>
<td>$78,021.00</td>
</tr>
<tr>
<td>Gorham, ME</td>
<td></td>
</tr>
</tbody>
</table>

Recommend Award to: Keenan Excavating Co., Inc. – low bidder

_______________________________    ______________________________
City Manager             Finance Director