BIDDING AND CONTRACT REQUIREMENTS

for

MANHOLE CASTINGS ADJUSTMENTS

BID # 22-14

WATER RESOURCE PROTECTION

FEBRUARY 2014
SECTION 00020

INVITATION TO BID

City of South Portland, Maine
Manhole Castings Adjustments
February, 2014

Sealed bids for construction of the Manhole Castings Adjustments (Bid# 22-14) will be received by the South Portland Purchasing Agent at the South Portland City Hall until 2 P.M., local time, February 26, 2014 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# 22-14)”.

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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INSTRUCTIONS TO BIDDERS

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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**

4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

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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<th>Addendum No.</th>
<th>Addendum Date</th>
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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):

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<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Estimated Quantity</th>
<th>Bid Unit Price</th>
<th>Bid Price</th>
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<td>1</td>
<td>604.181 Manhole Adjustment for Existing Roads</td>
<td>Each</td>
<td>10*</td>
<td>$</td>
<td>$</td>
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<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>
</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)

SURETY
Surety's Name and Corporate Seal
(Seal)

By:
Signature and Title

By:
Signature and Title
(Attach Power of Attorney)

Attest:
Signature and Title

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: ____________________________

CONTRACTOR

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.)

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

Agent for service of process: ____________________________

License No.: ____________________________ (Where applicable)
SECTION 00610

PERFORMANCE BOND

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

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

OWNER (Name and Address):

CONTRACT
Effective Date of Agreement:
Amount:
Description (Name and Location):

BOND
Bond Number:
Date (Not earlier than Effective Date of Agreement):
Amount:
Modifications to this Bond Form:

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

Contractor's Name and Corporate Seal (Seal)

By:
Signature
Print Name
Title
Attest:
Signature
Title

SURETY

Surety's Name and Corporate Seal (Seal)

By:
Signature (Attach Power of Attorney)
Print Name
Title
Attest:
Signature
Title
Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

2. If there is no Owner Default, Surety’s obligation under this Bond shall arise after:
   2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner’s right, if any, subsequently to declare a Contractor Default; and
   2.2 Owner has declared a Contractor Default and formally terminated Contractor’s right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
   2.3 Owner has agreed to pay the Balance of the Contract Price to:
      1. Surety in accordance with the terms of the Contract; or
      2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety’s expense, take one of the following actions:
   3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
   3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
   3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner’s concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
   3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
      1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
      2. Deny liability in whole or in part and notify Owner citing reasons therefor.

4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
5. After Owner has terminated Contractor’s right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
5.2 Additional legal, design professional, and delay costs resulting from Contractor’s Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the 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 Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. 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 Contractor Default or within two years after Contractor ceased working or within two years after 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 period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

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

11. Definitions.

11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.
FOR INFORMATION ONLY – *(Name, Address and Telephone)*
Surety Agency or Broker:
Owner’s Representative *(Engineer or other party)*:
SECTION 00615
PAYMENT BOND

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

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

OWNER (Name and Address):

CONTRACT
Effective Date of Agreement:
Amount:
Description (Name and Location):

BOND
Bond Number:
Date (Not earlier than Effective Date of Agreement):
Amount:
Modifications to this Bond Form:

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 SURETY
(Seal) (Seal)
Contractor's Name and Corporate Seal Surety's Name and Corporate Seal

By: By:
Signature (Attach Power of Attorney)

Print Name Print Name

Title Title

Attest: Attest:
Signature Signature

Title Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.
1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:
   
   2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

   2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

   4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

   4.2 Claimants who do not have a direct contract with Contractor:
      
      1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and

      2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and

      3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety’s expense take the following actions:

   6.1 Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

   6.2 Pay or arrange for payment of any undisputed amounts.

7. Surety’s total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner’s priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, 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 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.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

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

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms “labor, materials or equipment” that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and 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.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.
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)
## Contractors Certification

**Amount Due:** All amounts are due in accordance with the Contract Documents and is not reducible. If the work is not performed in accordance with the Contract Documents, the Contractor shall be liable for the full amount due. The amount due is subject to adjustment as determined by the Engineer.

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Amount ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Original Contract Price (Line 1 + 2)</td>
<td>$123,456</td>
</tr>
<tr>
<td>2.</td>
<td>Net change by change orders</td>
<td>$3,456</td>
</tr>
<tr>
<td>3.</td>
<td>Total Contract Price (Line 1 + 2)</td>
<td>$126,912</td>
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<tr>
<td>4.</td>
<td>Amount Completed and Storied to Date</td>
<td>$120,000</td>
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<tr>
<td>5.</td>
<td>Storied Material</td>
<td>$10,000</td>
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<tr>
<td>6.</td>
<td>Percent Work Completed</td>
<td>85%</td>
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<tr>
<td>7.</td>
<td>Amount Eligible to Date (Line 4 + Line 5)</td>
<td>$130,000</td>
</tr>
<tr>
<td>8.</td>
<td>Amount Due This Application</td>
<td>$10,000</td>
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<tr>
<td>9.</td>
<td>Balance to Finish Plus Retainage</td>
<td>$10,000</td>
</tr>
<tr>
<td>10.</td>
<td>Change Orders By Net Change</td>
<td>$10,000</td>
</tr>
<tr>
<td>11.</td>
<td>Totals</td>
<td>$130,000</td>
</tr>
</tbody>
</table>

**Net Change Orders:**

- Change Orders:
  - Number: 10
  - Description: Adjustments for change orders
  - Amount: $10,000

**Approval of Change Orders:**

- Engineer (signature): [signature]
- Approval Date: [date]

**Application For Payment:**

- Engineer's Project No.: 12345678
- Contractor's Project No.: 87654321
- Contract: [contract details]
- Project: [project details]
- Via (Engineer): [engineer's name]
- To (Contractor): [contractor's name]
- Application Date: [date]

**Application For Payment No.:** [application number]
<table>
<thead>
<tr>
<th>Project No.</th>
<th>Description</th>
<th>Specification No.</th>
<th>Item</th>
<th>Equipment No.</th>
<th>Description</th>
<th>Application Period</th>
<th>Application Date</th>
<th>Application Number</th>
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</tbody>
</table>
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 No.</th>
<th>Section title</th>
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</thead>
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<td>Coordination</td>
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<td>304</td>
<td>Additional Gravel</td>
</tr>
<tr>
<td>403</td>
<td>Additional Pavement</td>
</tr>
<tr>
<td>604.181</td>
<td>Manhole or Catchbasin Frame &amp; Cover Adjustment for Existing Roads</td>
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<tr>
<td>604.182</td>
<td>Manhole or Catchbasin Frame &amp; Cover Adjustment for Milled Roads</td>
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<tr>
<td>604.183</td>
<td>Manhole or Catchbasin Frame &amp; Cover Adjustment for Reclaimed Roads without Pavement</td>
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<td>604.184</td>
<td>Manhole or Catchbasin Frame &amp; Cover Adjustment for Reclaimed Roads with Pavement</td>
</tr>
<tr>
<td>604.185</td>
<td>Additional Brick Coarse</td>
</tr>
<tr>
<td>652</td>
<td>Traffic Control</td>
</tr>
</tbody>
</table>
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 payed 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 payed 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 paid 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 1/4 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 II-A. 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 paid 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 incidental 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 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.

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, 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
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 THE EXISTING MANHOLE OR MANHOLE STRUCTURE.
NOTES:

1. ALL BRICKS, WHETHER 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 THE CASTING, REGARDLESS OF DEPTH OF ADJUSTMENT.