

THE TOWN OF UNIVERSITY PARK

REQUEST FOR BID PROPOSALS

FOR

REPAIR OF THE FALKENBERG PEDESTRIAN BRIDGE

CONTRACT UP 2017-03

Issued by:

**Town of University Park
6724 Baltimore Avenue
University Park, MD 20782
Mandatory Pre-Bid Meeting
10:00 a.m.
July 31, 2017
Bid Submission Deadline
11:30 a.m.
August 9, 2017
Town Hall
6724 Baltimore Avenue
University Park, MD 20782**

**TOWN OF UNIVERSITY PARK, MARYLAND
REQUEST FOR BID PROPOSALS
FOR REPAIR OF FALKENBERG PEDESTRIAN BRIDGE
CONTRACT UP 2017-03**

I. GENERAL

Sealed bids addressed to Michael Beall, Public Works Director, for repair of the pedestrian bridge over Wells Run, located across from the Tennyson Road cul-de-sac in the Town park located on Queens Chapel Road, known as the Falkenberg Bridge (“Bridge”) and miscellaneous work as specified in the plans, specifications, drawings, and all other contract documents for the “Repair of Falkenberg Bridge”, at a not to exceed price, will be received at the Town of University Park, 6724 Baltimore Avenue, University Park, Maryland 20782 until August 9, 2017, at 11:30 a.m., at which time and place they will be publicly opened and read. Award of the contract is subject to approval of the Mayor and Council of the Town of University Park. It is expected that Notice to Proceed will be issued for work to begin on or before September 1, 2017. The Town does not expect that any permits will be required for this Work, as it is a repair with no soil disturbance.

Copies of the Bidding Documents may be obtained at the University Park Town Hall, between the hours of 9:30 a.m. and 4:00 p.m., Monday through Friday, on or after July 12, 2017. A mandatory pre-bid meeting will be held on July 31, 2017 at 10:00 a.m. at University Park Town Hall. All bid related questions must be submitted at or before the pre-bid meeting. Responses will be emailed to contractors who have picked up a bid package. No questions will be entertained after July 31, 2017.

The Town of University Park is an equal opportunity employer. Discrimination based on race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or other unlawful basis is expressly prohibited.

The Town of University Park reserves the right to accept or reject any and all bids based on the best interests of the Town. The contact person for this project is Michael Beall, Public Works Director, 301-927-4262, MBeall@upmd.org.

II. INSTRUCTIONS TO BIDDERS

A. AVAILABILITY OF FUNDING/PROJECT SCHEDULING

The Bridge repair work is being funded by the Town of University Park and the contract must be approved by the Mayor and Council.

B. EXAMINATION OF CONTRACT DOCUMENTS & SITE

The repair work shall incorporate the plans and specifications contained in the original plans for the Bridge, by Continental Bridge dated 8/6/1997, which are attached to this RFP as Exhibit A. The Work will require the services of a fabricator/welder/installer. Work described herein shall be in accordance with the drawings, typical details, plans and specifications contained in the Contract Documents. All construction work must meet or exceed applicable standards established by the Town and Prince George's County.

Before submitting a bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to be familiar with local conditions and on-going contracts that may in any manner affect performance of the Work, (c) determine the actual conditions to be encountered in the Work, (d) be familiarize with Federal, State, County and local laws, ordinances, rules and regulations affecting performance of the Work; and (e) carefully correlate any observations with the requirements of the Contract Documents.

The submission of a proposal will constitute an incontrovertible representation that the Bidder has complied with every requirement. Failure to inspect the site will not relieve the Bidder of the obligation to furnish the material, equipment, and labor necessary to carry out the work bid, and to complete said work for the consideration and in the time set out herein.

Errors in preparation of the proposal will not relieve the Bidder from the terms thereof. Errors discovered after public opening cannot be corrected and the Bidder will be required to perform if the proposal is accepted.

C. PREPARATION AND SUBMISSION OF BIDS

Bids shall be submitted on the attached Bid Form and shall be filled out in full, in ink or in type and manually signed. If changes and erasures are made, such changes and erasures shall be clear and legible, and shall be initialed by the person signing the Bid Form. Proposals made on any other than the Bid Form will not be considered. Any changes not approved by the Project Manager may cause rejection of the proposal. Conditional proposals and proposals containing escalator clauses will not be accepted.

Each proposal must be enclosed in an opaque, sealed envelope marked, "Repair of Falkenberg Bridge", Town of University Park, Maryland, with Maryland Contractor Registration No. ____". Bids will be received at the Town of University Park, 6724 Baltimore Avenue, University Park, MD 20782, until August 11, 2017 at 11:30 a.m., at which time they will be opened and read. The Town reserves the right to reject any and all bid proposals, to waive any requirements, and to accept all or part of any proposal, as considered to be in the best interests of the Town.

Documents to be submitted with bid include:

Bid Form
Affidavits
Information Regarding Bidder
NO BID BOND IS REQUIRED

D. INVITATIONS TO BID A COURTESY

This invitation to bid is sent as a courtesy to known interested companies. The receipt of this invitation to bid from the Town of University Park in no way implies that the recipient is a qualified bidder.

The Mayor and Town Council encourage contracting firms to register with the Town for future projects.

E. INTERPRETATIONS

All questions about the meanings or intent, discrepancies or omissions of the Contract Documents shall be submitted in writing to Michael Beall, Director of Public Works. Replies to these inquiries shall be made in writing. The written responses become part of the Contract Documents and will be mailed to each Bidder who has picked up a Bid Package and posted on the Town's website (www.upmd.org). All interpretations must be requested at or before the pre-bid meeting.

F. CONTRACT TIME

The work must be commenced within five days of Notice to Proceed. It is expected that Notice to Proceed will be issued for work to begin on or about September 1, 2017 with completion within 60 days of Notice to Proceed. Contract time may be extended by agreement of the parties due to weather or other issues not under the Contractor's control provided, however, that this will not result in any increase in the contract price. Provisions for liquidated damages for failure to comply with the Contract Time are set forth in the General Provisions. Time is of the essence to this Contract.

G. SCOPE OF WORK

The work required of the Selected Contractor will be performed in coordination with the Town and the Project Manager. The work to be performed by the Selected Contractor is as follows:

1. Demolition/Removal:
Remove existing:
9—4" x 3" x 1/8" floor beams
9—2" x 2" diagonal supports,
2—1 1/2" x 1 1/2" x 3/16" plank supports

2—1 ½" x 1 ½" x 3/16" plank hold down

Wood decking

Coordinate sequence to remove partition at a time and install new so as not to compromise shape or condition of bridge

Blankets or other method used to catch debris (minimize metal/rust going in water)

2. Furnish, fabricate, and install:

9—4" x 3" x 3/16" floor beams (9 pieces 66 ½") with sealed end caps

9—2" x 2" x 3/16" brace diagonals (between floor beams)

2—2" x 2" x 3/16" stringers (approx. 40' length each)

2—1 ½" x 1 ½" x 3/16" plank supports with ¼" holes every 2'-0" (coordinate with plank hold down)

3. Furnish only:

2—1 ½" x 1 ½" x 3/16" plank hold downs with ¼" holes every 2'-0" (coordinate with plank supports)

Town will install deck and plank hold downs.

All welding performed by certified welder.

The Town does not expect that any permits will be required for this Work, as it is a repair with no soil disturbance.

Town will dispose of all waste material from the bridge structure. Selected Contractor will be responsible for proper disposal of its own waste material.

Further, all work must ensure that no displacement of abutments of the Bridge occurs, and no erosion, sediment or foreign materials are allowed to enter Wells Run.

Selected Contractor shall meet with the Project Manager within five days of the time of contracting. Selected Contractor shall provide a written schedule of work at this meeting. Once started, the contract work shall continue without interruption until completed.

The Selected Contractor shall furnish all of the material and perform all of the work as described in these Contract Documents. The Selected Contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract.

The Town reserves the right to increase or decrease quantities based on a per unit price for the specific item, amount, or work requested without affecting the contract prices for any item or remaining work. Unit prices shall not be increased or decreased regardless of changes in quantity and shall be based solely on the unit price quotation.

The scope of work under this Project shall include labor, materials, equipment and services and miscellaneous improvement items related to the site as described and specified in the Contract Documents, necessary for the Bridge repair. The scope of work

shall include all other work and items incidental to completion of work and shall include all modifications and miscellaneous items as shown on Contract Documents or as directed by the Project Manager.

H. AWARD OF CONTRACT

The contractor will be selected by the Mayor and Common Council of the Town of University Park. In determining which bidder has provided the lowest responsive, responsible bid, the Town will take into consideration the bid price, and the experience, qualifications, references, responsibility and currently available facilities of the Bidder to perform the work. The Town reserves the right to reject any or all proposals, and to exercise its sole discretion to best serve the interests of the Town. The Town may waive any technicalities or formalities in determining how best to serve the interests of the Town.

Except where the Town exercises the right reserved herein to reject any or all proposals, each contract will be awarded on a per unit price or lump sum basis, as is in the best interest of the Town.

The Town reserves the right to cancel the award of the contract at any time prior to execution of the Contract without liability on the part of the Town.

I. EXECUTION OF THE CONTRACT

The Bidder to whom the Contract has been awarded must execute a Contract substantially similar to the one attached within ten days after the notice of award and submit such other Documents as required by the Contract Documents including bonds, and insurance certificates. Failure by the Contractor to execute the Contract and submit such other documents as required by the Contract Documents shall be just cause for annulment of the Award.

If the bidder to whom the award is made shall fail to execute the contract and hereto attached, and as herein provided, the award may be annulled and the contract awarded to the second lowest responsive, responsible bidder, and such bidder shall fulfill every stipulation embraced herein, as if he were the original party to whom the award was made, or the Town of University Park may reject all of the bids, as its interest may require.

A Bidder may submit only one proposal for the Contract. More than one proposal from an individual, firm or partnership, corporation or association under the same or different names will not be considered on any given Contract, and will be considered grounds for disqualification and/or rejection of the proposals involved, unless prior approval has been given by the Town.

J. PERFORMANCE BOND

A Performance Bond is not required.

K. NOTICE OF AWARD/NOTICE TO PROCEED

Within ten (10) days of notice of award of contract, the Contractor will meet with the Project Manager to receive instruction regarding ingress/egress to the work site, work in critical areas, and sequence of construction, if any, and will develop a schedule of work. The Contractor will initiate work within five (5) days of Notice to Proceed. Materials ordered or work done on the site prior to these dates shall be at the Contractor's risk.

L. PROOF OF QUALIFICATIONS

Bidder must certify that it is not barred from participation in contract activities with any government. Failure to submit such proof of qualifications, as required, shall be sufficient cause to reject said bid. Bidders may be required to furnish additional information as proof of qualification subsequent to the opening of bids.

M. CONTRACTOR LICENSE

The Bidder shall obtain any license or permit required by law to undertake the work as described in the Contract Documents.

N. CONSTRUCTION STAKEOUT

The Contractor shall furnish all necessary lines, grades, and construction stakeout as required to complete the project as per approved plans and specifications.

O. APPROXIMATE QUANTITIES

The Bidder's attention is called to the fact that the quantities given are estimated quantities and are intended as a guide to the Bidder, but in no way bind or limit the Town to the actual amount of work to be performed or the quantity of material to be furnished. Any estimates of quantities herein furnished are approximate only, and have been used as a basis for estimating the cost of the work, and will also be used for the purpose of tabulating and comparing the bids and awarding the Contract. A Contractor, in making up and/or submitting a bid, relies upon the accuracy of said estimated quantities, at his own risk. The Town reserves the right to increase or decrease quantities based on a per unit price for the specific item, amount, or work requested without affecting the contract prices for any item or remaining work. Unit prices shall not be increased or decreased regardless of changes in quantity and shall be based solely on the unit price quotation.

P. POWER OF ATTORNEY

Attorneys in fact who sign contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

Q. UNBALANCED BID

Bidders are specifically warned against unbalancing their bids as this will render them liable for rejection.

R. MODIFICATION OF BID DOCUMENTS

The right is reserved, as the interests of the Town may require, to revise or amend the plans and specifications prior to the date set for opening bids and to postpone the date set for opening bids. Such revisions, amendments and/or postponements will be announced by addendum, a copy of which shall be furnished to all known prospective bidders and posted on the Town's website.

S. RECEIPT OF ADDENDA

The successful bidder will be required to provide a statement that he/she has received all addenda prior to submitting the bid.

T. PERMITS

It is not expected that any permits will be required for this project.

SPECIAL PROVISIONS

1. SPECIFICATIONS

All work performed under this Contract will be constructed in accordance with the current provisions of "Americans with Disabilities Act", as applicable.

These Special Provisions are hereby made part of this Contract. In case of any conflict with any part of these Specifications, the Special Provisions shall govern. The various items under this Contract shall be paid for as set forth in the Proposal.

2. SUBSIDIARY OBLIGATIONS – WORK INCIDENTAL TO CONTRACT

A. SANITARY PROVISIONS

An adequate number of temporary toilets with proper enclosures as necessary for use of workmen during construction shall be provided and maintained by the Contractor. Toilets are to be located where directed. Toilets shall be kept clean and comply with all local and state health requirements and sanitary regulations. Toilet facilities shall be of the prefabricated chemical type unless otherwise indicated.

B. PROVIDING & POSTING NO PARKING SIGNS

The Contractor shall provide all necessary limited and no parking signs for the Project, which must be approved by the Project Manager at least five (5) days before the start of any work requiring the use of such signs. Upon approval, the Contractor shall deliver said signs, at least five days prior beginning the work, to the Town's Police Department for posting by Town police officers. A vehicle may be towed or otherwise moved only upon the written order of a Town police officer.

C. PUBLIC SAFETY AND CONVENIENCE

The Bridge repair shall be performed at all times to insure the least possible obstruction of vehicular and pedestrian traffic. The convenience of the general public and the residents of the Town and the protection of persons and property are of prime importance and shall be provided for by the Contractor in an adequate and satisfactory manner as specified by the Project Manager.

D. BARRICADES AND WARNING SIGNS

1. The Contractor shall, at his expense, provide, erect and maintain at all times during the progress or the temporary suspension of the Work, suitable barricades, arrow boards, lights, fences, signs, or other adequate protection, all in accordance with the latest edition of the Maryland Manual on Uniform Traffic Control Devices, 2011 edition as amended, and shall provide, keep and maintain such danger lights, signals, and watchmen as may be necessary or as

may be ordered by the Project Manager, to insure the safety of the public as well as those engaged in connection with the Work.

2. Traffic control devices shall conform in every respect to the requirements of the "Maryland Manual on Uniform Traffic Control Devices", 2011 edition, as amended, and the "Manual on Uniform Traffic Control Devices", 2009 Edition, as amended.

E. CERTIFICATION OF MATERIALS

The Contractor shall provide at least 72 hour written notice of certification of materials and the name of the suppliers. The Contractor shall provide immediate notification to the Project Manager of any change in suppliers. Certification of materials must be provided prior to use of any such materials.

F. IDENTIFICATION OF SUB-CONTRACTORS AND SUPPLIERS

The Contractor must provide to the Project Manager the names and contact information for all subcontractors and suppliers at least 72 hours before commencement of their work.

G. SEDIMENT CONTROL

Sediment control is a subsidiary and incidental item to the work. Contractor must comply with sediment and erosion control measures of the Prince George's County District or as directed by the Project Manager. In particular, Contractor must ensure that no sediment is allowed to enter Wells Run. Contractor shall respond immediately to complaints of failure to maintain protection.

H. UTILITIES

Contact "Miss Utility," 1-800-257-7777, seventy two (72) hours in advance of beginning work to have Commission facilities located in the field. Working around or protecting existing aerial and underground utilities, regardless of ownership (State, County, public or private); removal of temporary materials from the adjusted utilities prior to the placement of hot mix asphalt; installation of temporary utility service connections; cooperation with the owners of the utilities and with other Contractors is subsidiary and will not be measured for payment and any associated costs will be incidental to the items specified in the proposal.

I. RECORDS AND INVOICES

The Contractor is responsible for maintaining all records necessary to comply with grant requirements and to demonstrate the cost, in terms of labor and materials, and for providing a final accounting of costs, of all phases of this Contract, as required by the Town. Contractor shall furnish the Project Manager with those records necessary to document the progress of the work, the date and location of the work and the extent of the work performed. This shall include but not be limited to:

1. In the field- copies of any invoices or tickets for materials delivered for use at the site every working day.

2. When submitted for payment – submission must be marked with each bid item and shall include date and location of work, work performed and copies of all related tickets and invoices, even if previously provided in the field.

Computer printouts shall provide only information that is relevant to the submission for payment.

J. PAYMENT/RETAINAGE

Upon substantial completion of the work, Contractor shall submit an invoice to the Town. The Town shall remit payment upon approval of the invoice, less the 5% retainage, within thirty days. The Contractor shall conduct a final inspection with the Project Manager ninety days after completion of all work. Retainage shall be released ninety days after completion of all work, subject to the final inspection and the approval of the Project Manager.

K. INGRESS/EGRESS

Ingress and egress of equipment and materials into the Town Park will be directed by the Project Manager.

L. DAMAGE TO EXISTING FACILITIES

Damage to existing facilities shall be repaired or replaced at the Contractor's expense. All damaged areas must be repaired by the Contractor prior to payment of the contract price or the price to repair/replace may be deducted from the contract price.

M. COORDINATION

In the event other contractors are working in the area, Contractor shall coordinate the contract work to avoid conflict or delay.

5. GUARANTEE OF UNIT PRICE

The unit prices in the Contract shall be guaranteed by the Contractor for up to and until the completion of the contract work.

6. WAIVER OF LIENS

The Contractor shall provide a signed, notarized waiver of liens to the Project Manager upon completion of the work, which shall state that all liens have been fully paid.

GENERAL TERMS AND CONDITIONS

A. DEFINITIONS

Wherever used in the Contract Documents, the following term shall be applicable to both the singular and plural thereof:

1. Addenda - Written or graphic instruments issued prior to the Bid opening of the Contract which modify or interpret the Contract Documents.
2. Approval - Written approval from the Project Manager.
3. As-Built Survey – A certified as built survey including a full topographic survey within limits of disturbance with a minimum cross section spacing of thirty feet.
4. Bid - The offer or proposal of the Bidder submitted in the prescribed manner on the prescribed form setting forth the prices for the Work to be performed.
5. Bidder - Any person, firm or corporation submitting a Bid for the Work.
6. Bonds - Bid Bond, Performance Bonds, Labor and material Payment Bonds, Maintenance Bonds, and other instruments of security furnished by the Contractor and his surety in accordance with the Contract Documents.
7. Change Order - A written order to the Contractor signed by the Mayor or Project Manager authorizing an addition, deletion or revision in the Work within the general scope of the contract Documents, authorizing an adjustment in the Contract Price or Contract Time.
8. Commission - The Washington Suburban Sanitary Commission or W.S.S.C.
9. Contract/Contract Documents - The Contract, including Invitation to Bid, Instructions to Bidders, Bid Form, Contract, Bonds, Notice of Award, Notice to Proceed, Change Orders, Drawings, Certificate of Substantial Completion, Standard Specifications, Addenda, General Terms and Conditions, Standard Details, Bid Proposal Forms, Contractor's Qualification Questionnaire and References, Contractor Certification and documents submitted with bid, Financial Disclosure Statement, Corporate Acknowledgement, Supplemental General Conditions, Special Conditions, Special Provisions, and Federal Contract Provisions when appropriate.
10. Contract Price - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

11. Contract Specifications Book - A set of documents issued by the Town of University Park for the Project which includes the Invitation to Bid, Information for Bidders, Bid Bond, Bid Form, Supplemental General Conditions, Special Conditions, Special Provisions, Addenda and other forms and attachments.
12. Contract Time - The specific date or the number of days allowed for the completion of the Work.
13. Contractor - The person, firm or corporation with whom the Town of University Park has executed the Contract.
14. Day - A calendar day of 24 hours lasting from midnight one day to midnight the next day.
15. Environmental Pollution - Presence and action of physical, chemical, biological, and human agents that adversely affect individual and community health and welfare; unfavorably alter or destroy ecosystems of importance to man; or degrade significant aesthetic and recreational values.
16. Field Order - A written order to the Contractor issued during construction by the Project Manager or his agent for interpretations, clarifications and other instructions as to the intent of the Contract Documents.
17. The holidays upon which work under the Contract may not occur without permission of the Project Manager are:
 - New Year's Day
 - Martin Luther King's Birthday
 - Presidents Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Columbus Day
 - Veterans Day
 - Thanksgiving Day
 - Employee Appreciation (Day after Thanksgiving)
 - Christmas Day
18. Inspector - The authorized representative of the Project Manager assigned to make detailed inspection of any or all portions of the Work or materials.

19. Manufacturer - Any person or organization who changes the form of a commodity or creates a new commodity and supplies it for the Work at any time, but who does not perform labor at the site.
20. Notice of Award - The written notice of the acceptance of the Bid from the Mayor and Council of the Town of University Park to the successful Bidder.
21. Notice to Proceed - Written communication issued by the Project Manager to the Contractor authorizing him to proceed with the work and establishing the dates of commencement and completion of the work.
22. Prince George's County - The Department of Public Works and Transportation of Prince Georges County or any other department of the County.
23. Project - The undertaking to be performed as provided in the Contract Documents.
24. Project Acceptance – Acceptance of the project, and commencement of all warranty periods, occurs when the Town accepts the As-Built Plans after completion of the entire project.
25. Project Manager - The Director of Public Works or his designee.
26. Provide - Means furnish and install as specified in contract documents.
27. Rock - Any indurated material that require drilling, wedging, blasting, or other methods of brute force to excavate.
28. Special Provisions - Clauses contained under the heading Special Provisions setting forth the requirements peculiar to the specific work included in the contract.
29. Specifications - Contract Documents under the contract.
30. Structure - Structural entity including but not limited to building, bridge, manhole, duct bank, tank, foundation, road, pavement, pipe conductor substation, pumping station.
31. Subcontractor - An individual, firm or corporation having a direct contract with the Contractor or with any other subcontractor at any time for the performance of a part of the work at the site.
32. Substantial Completion - That date as certified by the Project Manager when the construction of the Project, or a specified part thereof, is sufficiently completed in

accordance with the Contract Documents so that the Project or specified part can be utilized for the purposes for which it is intended.

33. Supplier - Any person or organization who supplies materials or equipment for the Work at any time, including that fabricated to a special design, duty who does not perform labor at the site.
34. Town – The Town of University Park, located in Prince George’s County, Maryland.
35. Work - Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the Contractor under the contract documents, including labor, materials, equipment and other incidentals and the furnishing thereof.
36. Working Days – Generally, Monday through Friday (except holidays) and any other day authorized by the Project Manager.

Whenever in the Contact Documents the words DIRECTED, REQUIRED, PERMITTED, ORDERED, DESIGNATED, PRESCRIBED or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the Project Manager and/or Project Manager is intended. Similarly, the words APPROVED, ACCEPTABLE, SATISFACTORY or words of like import shall mean approved, acceptable or satisfactory to the Project Manager unless otherwise expressly stated.

B. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

The work under this Contract shall be built of the materials, sizes, dimensions, on the lines and slopes, at the depths, and in the manner called for by the Contract Documents and/or shown on the Contract Drawings, or in accordance with such changes as may be approved from time to time during the progress of the work, as hereinafter provided.

The Contractor may be furnished additional instructions and detail drawings by the Project Manager as necessary to carry out the work required by the Contract Documents. The additional drawings and instructions thus supplied will become a part of the Contract Documents.

The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

D. SCHEDULES, REPORTS AND RECORDS

The Contractor shall submit to the Project Manager, in a timely manner, such schedules of quantities and costs, construction progress schedules, weekly payrolls, breakdown of lump sum items, reports, estimates, records and any other data, as requested by and acceptable to the Project Manager.

E. CONTRACT WORK

The Contractor shall furnish all labor, materials, tools, equipment and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy or operation by the Town

F. MATERIALS, SERVICES AND FACILITIES

The Contractor shall do all of the work as stated in the Contract Documents. The Contractor shall provide and pay for all materials, taxes, labor, tools, equipment, light, power, transportation, supervision, temporary construction of any nature, and all other services or facilities of any nature whatsoever necessary to execute, complete and deliver the work within the specified time. Any temporary construction done to execute the work under contract shall be removed and the area shall be left in original condition to the Town or other owner's satisfaction, or as otherwise specified in the Contract Documents. The Contractor shall complete the entire work together with such extra work as may be required, at the price fixed therefore, but at a total price not to exceed that provided for in this Contract, unless otherwise agreed in writing.

Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection. The Contractor shall provide temporary fencing where required and remove it at the completion of the work under contract.

The Contractor shall provide a proposed written plan for any storage of materials and equipment within the Town outside the designated staging and stockpile areas that must be approved in writing by the Project Manager before commencement of the work.

All construction and storage sites within the Town shall be kept clean and free of debris and trash. The Contractor shall provide sufficient trash receptacles with lids for use by its employees on site. The receptacles shall be emptied on a regular basis, with the contents disposed of properly.

Manufactured articles, materials and equipment shall be stored, applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer and as approved by the Project Manager.

G. PATENTS

The Contractor shall indemnify and save harmless the Town from all suits, actions and damages or costs to which the Town may be subjected by reason of the use of any patented article or process in the work under this Contract.

H. SURVEYS, PERMITS, LAWS AND REGULATIONS

1. SURVEYS – The Town will provide, in the Contract Documents, information concerning the existing topography, the proposed stream and cross section geometry, and benchmarks. The Contractor will furnish the construction stakeout and as-built survey based upon this information.

2. PERMITS – Any permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor unless otherwise stated in the Contract Documents.

The Contractor shall give all notices and comply with all permits, laws, ordinances, rules and regulations applicable to the conduct of the work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Project Manager in writing.

If any permit, license, or certificate expires, or is revoked, terminated or suspended, as a result of any action or omission on the part of the Contractor, he shall not be entitled to any additional compensation, nor to any extension of the completion date, by reason thereof.

3. LAWS AND REGULATIONS - The Contractor and his agents, servants, and employees shall strictly comply with the ordinances and regulations of the Town, and all other applicable laws, when performing the work on this project. The Contractor shall protect and indemnify the Town and its officers, employees and agents, against any claim or liability arising from or based on the violation of any such law, ordinance or regulation, whether by himself or by his agents, servants, or employees.

I. PROTECTION OF WORK, PROPERTY AND PERSONS

1. GENERAL - The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work according to the accepted practices, and applicable rules, regulations and laws.

The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to, all employees on the work and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage, or on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement during the entire course of construction.

In case of suspension of work for any cause whatever, the Contractor shall be responsible for the Project and shall take such precautions as may be necessary to prevent damage to the work, and provide for proper drainage, and shall erect any necessary temporary structure, signs, or other facilities at his expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in acceptable growing condition all living material in newly established plantings, seeding and sodding furnished under this Contract, and shall take adequate precautions to protect new growth and other important growth against injury.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. The Contractor shall notify owners of adjacent utilities when prosecution of the work may affect them.

2. ACCIDENT PREVENTION - Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery and equipment and other hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, as published by the Associated General Contractors of America, to the extent that such provisions are not inconsistent with applicable laws and regulations.

The Contractor shall, upon notice from the Project Manager that he has not satisfactorily complied with the foregoing requirements, immediately take such measures and provide such means and labor to comply therewith as the Project Manager may direct. The Contractor shall not be relieved of his obligations under the Contract by any such notice or directions given by the Project Manager, or by his neglect, failure or refusal to give such notice or directions. In case the Contractor shall not comply with any order with respect to guarding the work, or public and private properties, the Project Manager may provide the required protection and the cost thereof will be deducted from any monies due or to become

due the Contractor under the Contract Documents. The Contractor shall not be relieved of his obligations under the Contract Documents by any such action of the Project Manager.

1. **CARE AND PROTECTION OF WORK** - From the commencement of the Contract until its completion and final acceptance, the Contractor shall be solely responsible for the care of the work and all injury or damage to same, from whatever cause, shall be made good by him, at his own expense, before the final acceptance is made. The Contractor shall provide suitable means of protection for all materials intended to be used in the work and for work in progress, as well as for completed work, and shall maintain the site to specifications until final acceptance.
2. **PROTECTION OF STRUCTURES FROM MATERIALS** - It shall be the responsibility of the Contractor to adequately protect the curb, gutter and other adjacent structures from equipment or materials being applied or otherwise used in the project. The Contractor may use any protection method that is a normal practice, such as protective paper, courses of sand, etc. If any of the structures are defaced, they shall be repaired at the Contractor's expense. Within the construction area the Contractor shall protect manhole frames and covers and other similar utility street structures. After the construction is complete, it shall be the Contractor's responsibility to examine the various street and utility structures to see that they are unimpaired and that their covers are free, at grade and sit properly.
3. **INJURY TO PROPERTY** - In case of any direct or indirect damage done to public or private property by or because of the work, or in consequence of any act or omission on the part of the Contractor, his agents, servants or employees, the Contractor shall, at his own cost and expense, restore such property to a condition similar or equal to that existing before such damage was done. In case of failure on the part of the Contractor to so restore such property or properties, the cost of such restorations shall be deducted from any monies due or to become due the Contractor under the contract, or the Town may deduct from any monies due the Contractor, a sum sufficient, in the judgment of the Project Manager, to reimburse the owners of the property so damaged. This remedy shall be in addition to, and not in place of, any other remedy allowed by law.
6. **STORM DRAIN PIPE LINES TO BE KEPT CLEAN** - During the progress of the work and until completion and final acceptance thereof, storm drain pipe lines and their appurtenances should be kept thoroughly clean throughout. Obstructions or deposits, at any time discovered, shall be removed at once by the Contractor without extra compensation. After the completion of the work, storm drain pipe lines and their appurtenances shall be left clean, free of dirt debris and in good order.

J. CHANGES IN THE WORK

1. INCREASE OR DECREASE OF QUANTITIES - The Town reserves the right to increase or decrease the quantity of materials to be furnished or of work to be done under this Contract whenever it is deemed advisable or necessary. Such increase or decrease shall in no way void this Contract and the total price of the contract shall be adjusted accordingly. The Town reserves the right to increase or decrease quantities based on a per unit price for the specific item, amount, or work requested without affecting the contract prices for any item or remaining work. Unit prices shall not be increased or decreased regardless of changes in quantity and shall be based solely on the unit price quotation.

ALTERATIONS - The Town reserves the right to change the alignment, grade, form, length, dimensions or materials of the work under the Contract whenever any conditions or obstructions are met that render such changes desirable or necessary. In the event such alterations make the work less expensive for the Contractor, a proper deduction shall be made from the Contract price and the Contractor shall have no claim on this account for damages or for anticipated profits on the work that may be dispensed with. In the event such alterations make the work more expensive for the Contractor, a proper addition shall be made to the Contract price as shall be determined by the Project Manager.

3. IMPLIED WORK - All incidental work required by the Contract Documents for which no payment is specifically provided and any work or materials not therein specified which are required to complete the work, and which may fairly be implied as included in the Contract and which the Project Manager shall judge to be so included, shall be done or furnished by the Contractor without extra compensation.
4. EXTRA WORK - The Contractor shall do such extra work as may be ordered by the Project Manager in writing. No claim for extra work shall be considered or allowed unless the said work has been so ordered. The extra work will be paid for on the basis of the unit prices agreed upon in the Contract Documents. In the event the extra work is not priced by unit in the Contract Documents, then the payment shall be as agreed upon by the Contractor and the Project Manager. The amount to be paid to the Contractor for extra work shall be determined in the following manner:
 1. Wages of necessary day laborers and foremen actually employed on extra work, for such time as they are so employed, plus fifteen (15) percent.
 2. Actual purchase price, as paid by the Contractor, for materials actually incorporated into the extra work, plus zero (0) percent.

3. Actual rental price for vehicles equipment or machinery, as paid by the Contractor for their use in connection with extra work, plus zero (0) percent

Payment for extra work shall not include an allowance for the time of superintendents, timekeepers, water-boys, flagmen or of any workmen or foremen not employed upon the extra work in question for a definite and easily ascertainable period, or for insurance of employees or the public, or the use, maintenance or repair of tools or for the maintenance, operation and repair of machinery, or office accounting, project manager services or administrative expense, or any rent, interest, depreciation or bonding costs, or any other overhead, collateral or estimated expense, or any profit, and the costs of all such items shall be deemed to included in the said allowance of fifteen (15) percent on labor.

All extra work shall be done as economically and expeditiously as possible, and under sufficient but not disproportionate supervision. Labor shall be furnished at the current rates and materials shall be charged at the lowest market prices. The Town may, at its option, furnish any material required for extra work and the Contractor shall not be entitled to any allowance or percentage on materials so furnished. Likewise, the Town may supply any necessary machinery or equipment and the Contractor shall not be entitled to any allowance thereupon. Separate itemized statements and itemized bills, covering the extra work done in each month on each order for extra work shall be delivered to the Project Manager before the 5th day of the following month. All bills shall include vouchers showing the cost of materials supplied by the Contractor that have been actually incorporated into such extra work. The Contractor shall permit such examination of his books, bills, vouchers and accounts as the Project Manager may require in checking bills for extra work.

The decision of the Project Manager shall be final and binding upon all questions relating to extra work. If it is determined that any extra work bill is unreasonable or improperly performed, the Project Manager shall be empowered to require its revision and adjustment in accordance with such terms as they shall judge to be fair and reasonable.

The Project Manager will certify to the Town those bills for authorized extra work, submitted in approved form and by the prescribed date, for which he recommends payment. Payment for approved extra work completed under the Contract during any month shall be subject to all the provisions of the Contract relating to the payment of current estimates. Should the work under any extra work order remain uncompleted during any month, the payment shall not be made until the correct estimate is determined for the month, or the entire work under

said extra work order is completed. The Contractor shall not be entitled to any claim for interest on any bill for extra work on account of delay in its approval.

All approved extra work shall be considered a part of the Contract and shall be subject to all of the provisions thereof.

In case of neglect or refusal on the part of the Contractor to perform any required extra work, or to make satisfactory progress in its execution, the Town may invoke the provisions of paragraph O., Waiver of Contract and Right of Recovery. The Contractor shall not interfere with the prosecution of such work by the Town.

During the progress of the extra work the Contractor shall carry forward all other parts of the work under the Contract, and may suspend any other part of the work only as approved by the Project Manager. No claim by the Contractor for extra compensation shall thereby be allowed. The Contractor, however, shall be entitled to an extension of time to the extent that the Project Manager shall certify that the work done under the Contract has been delayed by the performance of said extra work, provided that a claim for such extension shall be submitted in a timely manner.

K. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

1. EXTENSION OF TIME - If the amount of work done under the Contract is greater than indicated by the statement of quantities, or if the Contractor is materially obstructed or delayed in the procedure of the work by delay on the part of the Town, the Contractor shall be entitled to such extension of the Contract time for the completion of the work, or any phase of the work, as the Project Manager shall certify in writing to be just and proper. A claim for such extension shall be made by the Contractor by a written notice sent to the Project Manager within ten (10) days after the date when such alleged cause for extension of time occurred. The notice shall state specifically the amount of delay that the Contractor is claiming. If said statement, thus made out, is not received within the prescribed time, the claim for extension of time shall be forfeited and invalid.

No extension of time will be granted for ordinary delays, or minor accidents, provided, however, that days missed due to rain or natural disasters do not count toward the working days allowed for completion of the project.

2. DEFAULT IN COMPLETION - The Project Manager shall determine the number of working days that the Contractor is in default in completing the Contract, or any of its phases, within the specified period of time, and shall certify same to the Town in writing. For each day so certified, the Contractor shall pay to the Town the sum of \$500.00 per day, which sum is hereby agreed upon, not as a penalty, but as liquidated damages which the Town will suffer by reason of such default,

as the actual damage is difficult to quantify. The Town, in its discretion, may extend the time for completion of the work beyond the Contract time.

The Town shall be fully authorized and empowered to deduct and retain the amount of any such liquidated damages for each day that the Contractor shall be in default in completing the work after the time fixed in the Contract, or after any later date to which the time for completion may have been extended, from any monies due or to become due to the Contractor under the Contract at any time after such default has occurred. The permitting of the Contractor to finish the work or any part of it after the time fixed for its completion, or after the time to which completion may have been extended, shall in no way operate as a waiver on the part of the Town of any of its rights under the Contract.

L. EXECUTION OF WORK

1. The execution of work under this Contract shall not commence until the Contractor has received a written Notice to Proceed, signed by the Project Manager, and the work shall begin within five (5) working days of receipt and be carried on continuously to completion, subject to such suspensions as are provided for herein. The progress of the work shall be at a rate sufficient to complete the Contract, and its phases, in an acceptable manner within the time specified. If it appears that the rate of progress is such that the Contract is not being executed in a satisfactory and workmanlike manner, the Project Manager may order the Contractor to take such steps as he considers necessary to complete the contract within the time provided, or to prosecute the work in a satisfactory matter. The Contractor shall prepare and submit a written construction schedule, indicating the manner and order in which the work is to be accomplished, prior to beginning construction. The schedule must be approved by the Project Manager.

2. **SUPERVISION AND DIRECTION OF WORK** - The Contractor shall supervise the Work. The Contractor is solely responsible for the means, methods, techniques, sequences and procedures of construction. At all times when work is progressing within the Town, the Contractor shall provide one or more supervisors on site who are capable of communicating with all parties involved. The supervisor(s) shall be designated by the Contractor in writing, and shall have full authority to act on behalf of the Contractor, to bind the Contractor, and to stop work. Communications given to the designated supervisor(s) shall be as binding as if given to the Contractor. In the absence of a supervisor on site, no work on the project will proceed. A fine of \$200.00 shall be assessed against the Contractor for each occasion on which a designated supervisor is not present on site as required.

While it is intended that the Contractor shall be allowed, in general, to carry out the Contract in accordance with the approved schedule, the Project Manager shall have the discretion to direct the manner in which the work shall be prosecuted, and may exercise such general control over the conduct of the work at any time or place as shall be necessary to safeguard the interests of the Town. The Contractor shall have no claim for damages or extra compensation by reason of any such change in scheduling or conduct of the work. The Contractor shall immediately comply with any and all orders and instructions given by the Project Manager, provided however that nothing herein contained shall be considered such an assumption of control over the work by the Town or the Project Manager as to relieve the Contractor of any of its obligations or liabilities under this Contract.

3. **LINES, GRADES AND ELEVATIONS** - The Contractor shall make all field measurements necessary to lay out the lines, grades and elevations required in the Contract documents. The Contractor shall preserve and maintain the position of all stakes, grade-boards and lines until authorized to remove same. If the Contractor fails to do so, any stakes or grade-boards that are moved shall be reset at the Contractor's expense. The Contractor shall furnish, when required, all necessary materials, labor and assistance, except for Project Manager assistance, for the setting of all stakes, grade-boards, line forms, etc., which may be required for the proper construction of the work.

Any work done without utilizing lines, levels and instructions as provided in the Contract Documents or by the Project Manager or without the supervision of any inspector will not be estimated or paid for except when such work is authorized by the Project Manager. Work so done without lines, levels, and instructions of the Project Manager or without supervision of an inspector may be ordered removed and replaced at the Contractor's cost.

4. **NOTIFICATION OF PROJECT MANAGER** - The Contractor must notify the Project Manager or his representative at least twenty-four (24) hours prior to commencing work, if work has been suspended for any reason other than normal non-working days. Failure to so notify the Project Manager may result in material or work being declared unsatisfactory and being removed or redone at the Contractor's expense. The Contractor must obtain written approval from the Project Manager or his representative at least twenty-four (24) hours prior to suspending work, except for normal non-working days. In the event that work that scheduled commencement or suspension of work is delayed by inclement weather, the Project Manager must be notified immediately. The sum of \$50.00 for each such failure to notify shall be assessed against the Contractor. The monies will be deducted from any monies due to the Contractor under the Contract.

5. SATURDAY, SUNDAY AND HOLIDAY WORK - No material may be placed on Saturdays, Sundays, or Holidays, or before 8:00 a.m. or after 4:00 p.m. on work days, without the written consent of the Project Manager. A violation of this requirement may result in the removal of material at the Contractor's expense.
6. MAINTENANCE OF TRAFFIC - The Contractor shall carry on the work in such a manner so as to cooperate with all pedestrian and vehicular traffic in the vicinity. The Contractor shall make all reasonable efforts to keep access to adjacent properties open at all times. The attention of the Contractor is directed to the fact that right-of way for emergency vehicles and/or construction vehicles must be maintained by the Contractor at all times. The work involved in the construction of this Contract shall be handled in a manner which will minimize any interruption to pedestrian and vehicular traffic through the areas of the proposed work in accordance with Section 104 of MSHA Standard Specifications. All Maintenance of Traffic will be a subsidiary obligation of the pay items within this contract and will not be paid for separately. The Contractor shall maintain lights and barricades at each location of work until such time as the concrete has cured and is ready to be used, or the hazard otherwise marked has been removed. The Engineer may, whenever traffic conditions make it possible, permit the Contractor to close the roads or portions thereof to traffic.
7. WATER SUPPLY - The Contractor shall provide at his own expense such quantities of clean, potable water as may be required for any and all purposes under this Contract.
8. SANITARY ARRANGEMENTS - Approved sanitary conveniences for the use of laborers and others employed on the work, properly screened from public observation, shall be furnished and maintained at the Contractor's expense. The collections in said conveniences shall be disinfected or removed on a regular basis.
9. WORKMANSHIP - All materials furnished and all work done shall be of the quality and character required by the drawings and/or Contract Documents. Where no standard is specified, such work or materials shall be of a kind acceptable to the Project Manager. Any unsatisfactory materials furnished or work done, at whatever time they may be discovered, shall be immediately removed and satisfactorily replaced by the Contractor when notified to do so by the Project Manager. If the Contractor shall neglect or refuse to remove such unsatisfactory work or material within forty-eight (48) hours after the receipt of the notice to do so, or if he does not make satisfactory progress, the Project Manager may cause said work or material to be removed and satisfactorily

replaced by other means. The expense thereof shall be charged to the Contractor. Such expense shall be deducted from any monies due or to become due to the Contractor under the Contract. Upon completion of the Contract, the entire work shall be delivered to the Town in a satisfactory working condition.

10. **ADJUSTMENT OF STREET STRUCTURES** - It shall be the Contractor's responsibility well in advance of the beginning of work to notify all public utility corporations, municipal bureaus or owners to make all necessary adjustments to public utility fixtures and appurtenances within or adjacent to the limits of the construction. Unless otherwise specified, these adjustments will be made by the owners and in advance of construction. Any charges that may be made by the utility organizations for adjustments to structures shall be borne by the Town.
11. **EMPLOYMENT OF SKILLFUL WORKMEN** - The Contractor shall employ only competent, skillful workers to do or supervise the work. Whenever the Project Manager shall, in writing, notify the Contractor that any person employed on the work is, in his opinion, incompetent, disobedient, disorderly, discourteous or otherwise unsatisfactory, such person shall be removed and shall not again be employed on the work except with the consent of the Project Manager.
12. **TIMBER, BUSH, AND DEBRIS** - All cut timber, bush and debris shall be removed from the site of the work in a timely fashion unless otherwise directed.
13. **CONSTRUCTION OUTSIDE THE RIGHTS OF WAY OF THE TOWN** - Where the construction lies outside its rights of way, the Town has or will obtain the permission from the owner to occupy the property during construction. The Contractor shall not move any equipment or materials outside the right of way or construction strips and shall not commence any clearing within or outside the rights of way until authorized by the Project Manager. The Contractor shall confine his operations strictly within the limits of the rights of way of the Town and the construction strips, unless he has the written permission of the owner of the property to occupy additional ground. Trees in the construction strips shall not be cut down except with the written permission of the owner of the property. Trees within the limits of the rights of way of the Town shall not be cut down without the written permission of the Project Manager.

The Contractor shall so conduct his work in rights of way that there will be a minimum of disturbance of the properties crossed. Fences shall be disturbed as little as possible and if damaged or removed shall be replaced to the satisfaction of the owner.

14. **CONSTRUCTION IN VICINITY OF TREES** - In general, the State Department of Forestry has control over trees in public areas such as roads, streets and public rights of way. To cut down any trees in these areas, permission of the State must be obtained. Any other trees may be cut down only with the written permission of the Project Manager or other owner of the property. The Contractor shall exercise due care not to unnecessarily injure any trees. The Contractor shall carry on his operations in conformity with the requirements of the State Department of Forestry without additional compensation over the price bid for the work.
15. **UTILITIES**
The Contractor shall be responsible for contacting all agencies relative to their installations and for locating them in the field. The Contractor shall be prepared to modify operations in order to accommodate utilities and shall bear the expense of all repairs to utilities damaged as a result of activities undertaken as part of the project.
16. **SCHEDULE OF WORK**
The Contractor shall provide a Schedule for the work to the Project Manager, indicating each day on which work will be performed. The Contractor shall give prior notice to the Project Manager of any deviation from the Schedule.

M. **REMOVAL OF DEFECTIVE WORK AND CONDEMNED MATERIAL**

1. **DEFECTIVE WORK** - Neither the inspection or supervision of the work, nor the presence or absence of any employee of the Town during the execution of any part of the work, shall relieve the Contractor of any of his obligations under the Contract or of conforming his work to the lines, grades, elevations and requirements given by the Project Manager or indicated in the specifications. Defective work shall be made good and unsuitable material will be rejected, notwithstanding that such work and material may have been previously overlooked and accepted or estimated for payment. If the work or any part thereof shall be found defective or to have been damaged at any time before the final acceptance of the whole work, the Contractor shall make good such defective and damaged work at his own cost, even though said defect or injury may not have been due to any act, default or neglect on the Contractor's part. All materials shall be carefully examined by the Contractor for defects just before placing, and any material found defective shall not be placed in the work.
2. **REMOVAL OF CONDEMNED MATERIAL** - If any material brought upon the site or selected for use in the work shall be condemned by the Project Manager as unsuitable or not in conformity with the Contract Documents, the Contractor shall forthwith remove it from the City. Condemned materials not removed within

forty-eight (48) hours after the receipt of notice by the Contractor, may be removed by the Town and the cost of said removal shall be deducted from any monies due or to become due to the Contractor under the Contract.

3. **WORK INSTALLED WITHOUT REQUIRED INSPECTION** - Any work that is installed or performed without an inspection required by specifications or orders of the Project Manager is subject to being removed and redone, at the cost of the Contractor.

N. **SUSPENSION, ABANDONMENT OR DELAY IN THE WORK**

1. **SUSPENDING WORK** - The Town may suspend the whole or any part of the work under this Contract, if in its judgment such action is necessary or advisable.
2. **ABANDONMENT OR DELAY IN THE WORK** - If the work under this Contract shall be abandoned by the Contractor, or if at any time the Project Manager shall determine that the performance of the Contractor is unnecessarily or unreasonably delayed, or that the Contractor is violating one or more provisions of the Contract, or is executing the same in bad faith, or if the work is not fully completed within the time allowed for its completion, together with such extensions of time as may have been granted, the Town, by written notice, may order the Contractor to discontinue all work under the Contract, or any part thereof. Upon receipt of such notice, the Contractor shall discontinue the work, or such part thereof, and the Town shall have the right to complete said work and charge the Contractor for same. The Town may deduct the entire cost of said work from any monies due or to become due the Contractor under the Contract. For such completion of the work, the Town may take possession of and use any or all materials, tools, machinery and appliances found on the site of the work.

When any part of the Contract is carried out by the Town under this section, the Contractor shall continue the remainder of the work in conformity with the terms of the Contract and in such manner as not to interfere with the workmen employed by the Town.

O. **WAIVER OF CONTRACT AND RIGHT OF RECOVERY**

- 1 **WAIVER OF CONTRACT** - Neither the acceptance of the whole or any part of the work by the Project Manager or the Town or any of its employees, or any order, measurement or certified by the Project Manager, or any order of the Town for the payment of money, or any payment by the Town for the whole or any part of the work, or any extension of time, or any possession taken by the Town or its employees, shall operate as a waiver of any portion of the Contract or of any

power therein reserved to the Town, or any right to damages therein provided, nor shall any waiver of any breach of the Contract be held to be a waiver of any other or subsequent breach.

2. **RIGHT OF RECOVERY** - The Town shall not be precluded or estopped by any certificate made or given by the Town or any of its agents, servants, or employees, under any provision of the Contract, from showing the true and correct amount and character of the work done and materials furnished by the Contractor or any other person under the Contract, at any time before or after the final completion and acceptance of the work and payment therefore, or from showing at any time that any such certificate is untrue and/or incorrect or improperly made in any particular, or that the work, or any part thereof, does not in fact conform to the Contract Documents. Notwithstanding any such certificate, or payment made by reason thereof, the Town shall not be precluded or estopped from demanding and recovering from the Contractor such damages as it may sustain by reason of his failure to comply with the terms of the Contract.

P. **USE OF THE PREMISES**

The Town of University Park will have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work or the restoration of any damaged work.

Prior to substantial completion, the Town may use any completed or substantially completed portion of the work. Such use shall not constitute an acceptance of such portions of the work.

Q. **PAYMENTS TO THE CONTRACTOR**

1. **CURRENT ESTIMATES** - The Contractor will prepare, on a monthly basis, his written estimate of the amount of work completed under the Contract. Current estimates shall not contain any allowance for materials delivered upon the site of the Work but not incorporated therein, and the Contractor shall not be entitled to receive any payment therefore.

Upon approval by the Project Manager, the Town will pay to the Contractor up to ninety-five percent (95%) of the total amount of the estimate, provided, however, that the Town may retain out of any such payments any or all sums it is authorized to retain by the terms of the Contract and/or any applicable law. The Town will pay the contract price, less 5% retainage, to the Contractor upon completion of the contract work, and correction of any deficiencies discovered as a result of final inspection. The said retainage is held as security for performance

and not as liquidated damages and the forfeiture of the retainage shall not release the contractor from any liability in excess of the retainage. The Town shall be entitled to retain an additional five percent (5%) of the estimate pending receipt from the Contractor of any certificates required by the Project Manager from utilities. Further, payments on current estimates may be withheld at any time if, in the judgment of the Project Manager, the Contractor is not in compliance with the terms of the Contract.

At the time of each request for payment or draw, the Contractor shall provide payment certification from each subcontractor whose bills for labor or materials were included in any prior request for payment.

2. **MEASUREMENT OF WORK AND MATERIAL** - All quantities, work and material to be paid for will be measured and determined by the Contractor according to the specifications, drawings, additional instructions in writing, and detail drawings that may be given to carry out the work required by the Contract Documents. The Project Manager may measure and/or verify the quantities, work and material submitted by the Contractor, at his discretion. No allowance will be made for any excess above the quantities required by the specifications, additional instructions in writing, and detail drawings on any part of the Work, except where such excess material has been supplied or work done by order of the Project Manager and in the absence of default or negligence on the part of the Contractor. Should the dimensions of any part of the work or of the materials be less than those required by the drawings or the directions of the Project Manager, only the actual quantities placed will be allowed in the calculations of the total price to the City.
3. **EVIDENCE OF PAYMENT** - The Contractor shall certify to the Town within ten (10) days after the final completion and acceptance of the whole work under the Contract, that all persons, partnerships and corporations who have done work or furnished materials under the Contract, or in or about the work contracted for, have been fully paid or secured. In the event such evidence is not furnished by the Contractor, such amount as may be deemed necessary by the Town to pay such claims may be retained by the Town out of any money due the Contractor under the Contract until such claims have been fully discharged.
4. **FINAL ESTIMATE** - When the Project Manager shall deem that the Contractor shall have fully completed the work under the Contract, he shall make a written final estimate based upon actual measurements, of the whole amount of authorized work done by the Contractor and of the value thereof under the terms of the Contract, and shall certify to the Town the completion of the work and the amount of the final estimate. All current estimates are subject to

correction in the final estimate. The Project Manager's measurements upon which the final estimate is based, shall be deemed to be, and shall be, final and conclusive.

Upon approval of the final estimate, the Town will notify the Contractor, in writing, of the acceptance of the work and transmit to him a copy of the final estimate. Out of the amount representing the total of the final estimate, the Town shall deduct retainage of five (5) percent, which shall be in addition to any and all other amounts which under the Contract it is entitled or required to retain. Retainage shall be released ninety days after completion of all work, subject to the final inspection and the approval of the Project Manager. Such part as may be necessary, or all of said retained sum, shall be applied to any expense which may be deemed to have been caused by failure of the Contractor to comply with the terms of the Contract, or to any breach of the Contract on the part of the Contractor. The Town shall be empowered to make any required repairs or renewals during said period without notice to the Contractor if it shall judge such action to be necessary, or if after notice, the Contractor shall refuse or neglect to do said required work or make satisfactory progress thereon within such period as the Project Manager shall consider necessary or reasonable. Further, the Town is entitled to retain five percent (5%) of said sum pending receipt from the Contractor of any certification required by the Project Manager from utilities. In addition, the Town shall retain those sums equal to any outstanding unpaid amounts claimed by any suppliers, sub-contractors, or others for labor or materials contributed to the work.

Within fifteen (15) days after the approval of the final acceptance, the Town will pay to the Contractor those sums remaining after the deductions as set out herein.

5. FINAL PAYMENT - Upon the expiration of the aforesaid period of ninety days succeeding the payment of final estimate, the Town will pay to the Contractor all sums reserved or retained, less such amounts as it may be entitled under the provisions of the Contract to permanently retain.

R. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

TERMINATION OF TOWN'S LIABILITY - The acceptance by the Contractor of the final payment shall release the Town and every officer, employee and agent thereof, from all claims by the Contractor made for work and/or materials provided under the Contract.

S. LIABILITY INSURANCE

The Contractor shall provide proof of compliance with State law as to workers'

compensation and unemployment insurance, and of adequate comprehensive general liability insurance (bodily injury of \$1,000,000.00 for each occurrence/aggregate; property damage of \$500,000.00 for each occurrence/aggregate) and automobile fleet coverage (\$1,000,000.00 for each occurrence/aggregate; property damage of \$500,000.00 for each occurrence/aggregate). The Contractor shall carry, at its own expense, Builder's Risk Insurance for the full Contract amount, including without limitation insuring against the perils of fire and lightning, and providing extended coverage for vandalism and malicious mischief, subject only to the minimum standard deductibles. The City will provide no coverage during the construction period.

The Contractor shall indemnify and save harmless the Town, its officers, agents, servants, and employees, from all suits, actions, and damages or costs of every kind and description arising directly or indirectly out of the performance of the Contract, including attorney's fees, whether caused by actions or omissions on the part of the Contractor, its agents, servants and employees, or to other causes.

Any special hazards, such as blasting, shall be covered by a rider or riders to the Public Liability and/or Property Damage Insurance policy or policies to cover any special hazards which may develop in the course of the work with such companies and in such amounts as may be approved by the Town.

The Town shall be named as an Additional Insured on the Comprehensive General Liability Insurance, the Automobile Insurance, and the Property Damage Insurance with an additional insured endorsement.

A Certificate of Insurance with an additional insured endorsement shall be provided to the Town by the Contractor within ten days after the award of the contract. The Certificate shall demonstrate that the Contractor has complied with the requirements of this section and be in a form acceptable to the Town.

T. MAINTENANCE GUARANTEE

The Contractor shall warrant the contract work for a period of one (1) year after the date of final acceptance of all work thereof by the Town.

In the event the Contractor neglects to make any repairs or replacements required during the maintenance period, the Project Manager may cause the repairs or replacements to be made at the cost of and expense of the Contractor.

U. RESOLUTION OF CONTRACT QUESTIONS

The Project Manager shall decide any and all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work and shall decide all questions which may

arise as to the interpretation of any or all plans relating to the work and of the specifications and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor; and the Project Manager shall determine the amount and quantity of the several kinds of work performed and materials which are to be paid for under the Contract and such decision shall be final and conclusive and such determination shall be a condition precedent to the right of the Contractor to receive any money due under the Contract. Any doubt as to the meaning of the wording of the specifications, the Contract, the intent of the plans and all directions and explanations requisite or necessary to complete the work, or make definite any of the provisions of the specifications, Contract or plans and to give them due effect, will be interpreted by the Project Manager. The decision of the Project Manager shall be final.

V. DISPUTES

Except as may otherwise be provided herein, all disputes arising under or as a result of a breach of the contract which is awarded which are not disposed of by mutual agreement shall be resolved in accordance with this clause.

As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or as a result of the contract.

A claim by the Contractor shall be in writing and submitted to the Project Manager for decision. A claim by the Town shall be submitted to the Contractor by the Project Manager. When a controversy cannot be resolved by mutual agreement, the Contractor shall submit a written request for a final decision to the Town Mayor. The written request shall set forth all the facts surrounding the controversy. The Contractor shall have a right to be heard and to offer evidence in support of his claim. The Town Mayor's decision shall be final and conclusive. Pending resolution of the claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the Project Manager's decision.

W. NON-DISCRIMINATION

The Contractor shall not discriminate on the basis of race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work.

X. INTERIM AND FINAL INSPECTIONS

Upon completion of the work, or various phases of the work, or at any other time, as appropriate, the Project Manager, in conjunction with any required governmental

inspector, will inspect the completed project or any part thereof, and if deficiencies are present, shall so inform the Contractor, who shall have all said deficiencies corrected. The Contractor shall provide written certification that streets and rights of way are on grade. The Contractor is responsible for ensuring that all necessary inspections are scheduled and performed by the appropriate individual and/or agency. The Project Manager shall be notified immediately of any adverse or unexpected conditions located in the field in order to allow for inspection before further action is taken or work performed in that area. Neither the Project, nor any part thereof, is considered to be accepted until the work is complete and final project acceptance has occurred. Contractor is responsible for maintaining the work to specifications until final acceptance.

Y. CONFLICT WITH OTHER PROVISIONS

In the event of a conflict between these General Terms and Conditions, Special Provisions or Drawings, and the Contract, the Special Provisions or Drawings will prevail over the Contract, which will prevail over the General Terms and Conditions.

TO BE SUBMITTED WITH BID

**TOWN OF UNIVERSITY PARK
REPAIR OF THE FALKENBERG PEDESTRIAN BRIDGE
RFP UP 17-03**

TOWN OF UNIVERSITY PARK
6724 Baltimore Avenue
University Park, MD 20782

BID DUE: August 9, 2017
TIME: 11:30 a.m. EST

(Name of Bidder)

hereby submits the following proposal for the **Repair of the Falkenberg Pedestrian Bridge** as more particularly described in RFP UP 17-03. Having carefully examined the Request for Proposals, related documentation, the proposed Consultant Agreement and **Addenda Numbered _____** (indicate numbers or N/A if none issued), and having received clarification on all items of conflict or upon which any doubt arose, and understanding that all prices bid will remain in effect throughout the term of the contract, whether completed at one time or in interrupted phases, the undersigned proposes to furnish all labor, equipment, materials, etc., required by the documents for the entire work, all in strict accordance with the contract documents, for the stipulated sum of:

Repair of Falkenberg Pedestrian Bridge

_____ Dollars

(Written)

\$ _____
(Figures)

SPECIAL TERMS AND CONDITIONS

- A. Failure to properly and completely fill in all blanks may be cause for rejection of this proposal.
- B. In addition to completing this Bid Proposal Form with bid price, Bidder should provide an estimate of budget and resources required.
- C. It is understood that the proposal price will be firm for a period of 90 calendar days from the proposal opening date, and that, if the undersigned is notified of acceptance of this proposal within this time period, the Bidder shall execute a contract for the above stated compensation.

Name of Bidder

Signature

Date

Name and Title of Individual Authorized to Bind Bidder

TO BE SUBMITTED WITH BID

RFP UP 2017-03

Non-Collusion Affidavit

_____, being duly sworn on oath, deposes and says:

That he/she is the

(Owner, Partner, Title if on behalf of a Corporation)

of _____,
(Name of Business, Corporation or Partnership)

the party submitting the foregoing Bid; that (he has not) (no officer of the said Corporation has) (no partner of the said Partnership has) nor has any person, firm or corporation acting on (his/her) (its) (their) behalf; agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the Bid being submitted herewith; and that (he/she) (the said Corporation) (the said Partnership) has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the Bid Price of the Bidder herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the within Bid is submitted; that in making this Affidavit, the affiant represents that he/she has personal knowledge of the matters and facts herein stated. The Affiant hereby declares and affirms under the penalties of perjury that the foregoing is true to the best of his/her knowledge and information.

_____ (SEAL)

To be signed by Bidder, if the Bidder is an Individual; or by a Partner, if the Bidder is a Partnership; or by a duly authorized Officer, if the Bidder is a Corporation.

TO BE SUBMITTED WITH BID

RFP UP 2017-03

AFFIDAVIT WITH RESPECT TO NON-CONVICTION, NON-SUSPENSION AND FALSE PRETENSES

I hereby affirm that:

1. I am the _____ (Title) and duly authorized representative of _____ (Name of Business Entity) whose address is _____ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.
2. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted, or in an official investigation or other proceeding admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery or conspiracy to bribe under the provisions of Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported); and
3. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted under a State or federal law or statute of any offense enumerated in §16-203 of the State Finance and Procurement Article; and
4. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been found civilly liable under a State or federal antitrust statute as provided in §16-203 of the State Finance and Procurement Article.
5. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees who will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction have been debarred

or suspended under this subtitle.

6. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, information and belief, any officer, director, partner, member or associate thereof; nor any of its employees directly involved in obtaining contracts with the Town, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses under the laws of any state or federal government, based upon acts committed after July 1, 1981.
7. State "none" below or, as appropriate, list any suspension, debarment, conviction, plea or admission described in Paragraph 2 - 6 above, with the circumstances, date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any.

I acknowledge that this affidavit is to be furnished, where appropriate, to the Town of University Park, Maryland, under Section 16-311 of the State of Maryland Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Town of University Park may terminate any contract awarded and take any other appropriate actions. I further acknowledge that I am executing this affidavit in compliance with Section 16-309 of the State Finance and Procurement Article of the Annotated Code of Maryland, which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the Town.

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

Date

Signature

Printed Name

TO BE SUBMITTED WITH BID:

**RFP UP 2017-03
CERTIFICATE OF REGISTRATION**

- A. Bidders are required to show evidence of a Certificate of Registration before the bid may be received and considered on a general contract or subcontract with a value of \$20,000.00 or more.

- B. An opinion by the Attorney General has granted an exemption to all properly qualified non-resident corporations as well as to resident General Contractors and Subcontractors. These firms need merely apply for an Exemption Certificate in order to meet the requirements of the law. Individuals, firms, partnerships and associations are required to qualify by application and submission of a financial statement. Bids on Federal projects are exempt under the law.

- C. The bidder shall provide its Federal Employer Identification Number.

Federal EIN Number: _____

Registered Maryland Contractor No. _____

TO BE SUBMITTED WITH BID

INFORMATION REGARDING THE BIDDER

Town of University Park

1. Name of Bidder _____
(Individual /Firm/Corporation)

Residence of Bidder _____

Telephone number () _____

Place of Business of Bidder _____

Telephone Number () _____

2. Is the business incorporated? _____ Yes _____ No

Non-Corporation Business

3. If response to item # 2 above is No, list the name and business and residence address of each individual having a ten percent (10%) or greater financial interest in the business.

<u>Name</u>	<u>Business address</u>	<u>Residence Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Corporate Business Entities Please answer items 4 through 6, except that a response to item 6 is not required if the corporation is listed on a national stock exchange.

4. List the names of all officers of the corporation, their business and residence addresses and the date of which they assumed their respective offices.

<u>Name</u>	<u>Office</u>	<u>Residence and Business address</u>	<u>Date Office Assumed</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

5. List the names of all members of the current Board of directors, their business and residence addresses, and the date of which each member assumed the office and the date of which the term as a Director shall expire (if any).

<u>Name</u>	<u>Residence and Business address</u>	<u>Date Office Assumed</u>	<u>Date Term of Office Expires</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

6. List the names and residence addressees of all individuals owning at least ten percent (10%) of all shares of any class of corporate security, including but not limited to stocks of any type or class and serial maturity bonds of any type or class.

<u>Name</u>	<u>Residence Address</u>
_____	_____
_____	_____
_____	_____

Please provide the following information concerning work that you have done within the last five (5) years which is similar to the Bid work.

<u>FOR WHOM PERFORMED</u>	<u>CONTRACT AMOUNT</u>	<u>DATE COMPLETED</u>	<u>CONTACT'S NAME/ TELEPHONE NUMBER</u>
_____	_____	_____	_____
_____	_____	_____	_____

Bidders will answer the following questions: (The word “you” refers any individual, partnership, partner and/or corporation and its officers.)

1. Have you ever failed to complete any work awarded to you? _____
If yes, state where and why _____
2. Have you ever been affiliated with some other organization that failed to complete a contract? _____
If yes, state name of individual and reason therefore. _____
3. With what other businesses are you affiliated? _____
4. Please list all persons who will supervise the work under the Contract? _____
5. Will you have sufficient personnel and equipment to prosecute the work described in the Contract Document in a timely manner? _____

6. Name the surety company to whom you intend to apply for a performance bond:

7. What Maryland Government units of agencies can you give as a reference? Include the name and telephone number of your contact with each. _____

8. Provide telephone number(s) for 24 hour a day emergency contact. _____

9. Identify all subcontractors, materialmen, and suppliers that you intend to use in performing the work under the Contract, and specify the work each is expected to perform.

Dated this _____ day of _____, 2017.

Name of bidder

By: _____

CONTRACT
UP-2017-03

THIS AGREEMENT is effective this _____ day of _____, 2017, by and between the Mayor and Common Council, Town of University Park (hereinafter referred to as the ("Town")) and _____ (hereinafter referred to as "Contractor").

WHEREAS, the Town wishes to provide for the repair of the Falkenberg Pedestrian Bridge; and

WHEREAS, the Contractor is willing to provide said services.

NOW THEREFORE, the parties hereto agree as follows:

I. SCOPE OF WORK

The work required of the Contractor will be performed in coordination with the Town and the Town's designated project manager. The work to be performed by the Contractor is as follows:

The work required of the Contractor will be performed in coordination with the Town and the Project Manager. The work to be performed by the Contractor is as follows:

1. Demolition/Removal:

Remove existing:

9—4" x 3" x 1/8" floor beams

9—2" x 2" diagonal supports,

2—1 1/2" x 1 1/2" x 3/16" plank supports

2—1 1/2" x 1 1/2" x 3/16" plank hold down

Wood decking

Coordinate sequence to remove partition at a time and install new so as not to compromise shape or condition of bridge

Blankets or other method used to catch debris (minimize metal/rust going in water)

2. Furnish, fabricate, and install:

9—4" x 3" x 3/16" floor beams (9 pieces 66 1/2") with sealed end caps

9—2" x 2" x 3/16" brace diagonals (between floor beams)

2—2" x 2" x 3/16" stringers (approx. 40' length each)

2—1 1/2" x 1 1/2" x 3/16" plank supports with 1/4" holes every 2'-0" (coordinate with plank hold down)

3. Furnish only:

2—1 1/2" x 1 1/2" x 3/16" plank hold downs with 1/4" holes every 2'-0" (coordinate with plank supports)

Town will install deck and plank hold downs.

All welding performed by certified welder

The Town will dispose of all waste material from the bridge structure. Contractor will be responsible for proper disposal of its own waste material. Further, all work must ensure that no displacement of abutments of the Bridge occurs, and no erosion, sediment or foreign materials are allowed to enter Wells Run.

Contractor shall meet with the Project Manager within five days of the time of contracting. Contractor shall provide a written schedule of work at this meeting. Once started, the contract work shall continue without interruption until completed.

Contractor shall furnish all of the material and perform all of the work as described in these Contract Documents. The Contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract.

The Town reserves the right to increase or decrease quantities based on a per unit price for the specific item, amount, or work requested without affecting the contract prices for any item or remaining work. Unit prices shall not be increased or decreased regardless of changes in quantity and shall be based solely on the unit price quotation.

The scope of work under this Project shall include labor, materials, equipment and services and miscellaneous improvement items related to the site as described and specified in the Contract Documents, necessary for the Bridge repair. The scope of work shall include all other work and items incidental to completion of work and shall include all modifications and miscellaneous items as shown on Contract Documents or as directed by the Project Manager.

II. CONTRACT TIME

The Work must be commenced within five days of Notice to Proceed with completion of Work within 60 days of Notice to Proceed. Contract time may be extended by agreement of the parties due to weather or other issues not under the Contractor's control provided, however, that this will not result in any increase in the contract price. Provisions for liquidated damages for failure to comply with the Contract Time are set forth in the General Provisions. Time is of the essence to this Contract.

III. CONTRACT PRICE

The Town agrees to pay to the Contractor the sum of _____ for the performance of services under the contract.

IV. CONTRACT DOCUMENTS

This Agreement and the following enumerated documents form the contract and they are fully a part of the contract as if attached hereto:

Request for Proposal – Repair of Falkenberg Pedestrian Bridge UP 17-03

Contractor Proposal

Exhibit A Original plans for the Bridge by Continental Bridge dated 8/6/1997

Required Affidavits

Certificate of Insurance and additional insured endorsement

V. CAPACITY TO PERFORM

The Contractor represents that all equipment and personnel necessary for providing the described services and items will be available as needed.

VI. STATUS OF CONTRACTOR

The Contractor shall perform the services described herein as an independent contractor and not as an employee of the Town.

VII. INSURANCE AND INDEMNIFICATION

Contractor will purchase from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in Maryland and maintain during the entire term of this Contract, comprehensive general liability insurance, automobile liability insurance, and workers' compensation insurance with limits of not less than those set forth below. On each policy, Contractor will name the Town as an additional insured, with the exception of the workers compensation insurance, and will provide an additional insured endorsement.

- i. Comprehensive General Liability Insurance:
 - (1) Personal injury liability insurance with a combined limit of \$2,000,000 each occurrence/aggregate;
 - (2) Property damage liability insurance with combined limits of \$2,000,000 each occurrence/aggregate.

All insurance shall include completed operations and contractual liability coverage. Contractor shall obtain builder's risk insurance in an amount appropriate to cover potential losses. The Town will not be liable for any damages during construction.

- ii. Automobile Liability Coverage: Automobile fleet insurance \$1,000,000 for each occurrence/ aggregate; property damage - \$500,000 for each occurrence/aggregate.)
- iii. Workers' Compensation Insurance: Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance. Contractor shall provide workers' compensation insurance meeting the statutory limits for Maryland and Employers' Liability limits of \$500,000. All corporations are required to provide Workers' Compensation Certificates of Insurance.

Contractor covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Contractor on behalf of the Town under this Agreement. Copies of the certificates of insurance and additional insured endorsements for all required coverage shall be furnished to the Town and within ten (10) days following the execution of this contract and prior to commencement

of any work. The Town shall receive 30 days prior notice of any amendment, reduction or elimination of the insurance coverage required herein.

Provision of any insurance required herein does not relieve Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded, or for which the Contractor may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the Town's immunities or any damage limits applicable to municipal government as provided by law.

The Contractor shall also furnish to the Town a Certificate of Insurance and additional insured endorsement in like amounts for any approved sub-contractor prior to commencement of work in the Town.

The required insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Coverage will be primary and noncontributory with any other insurance and self-insurance.

Any special hazards, such as blasting, shall be covered by a rider or riders to the Public Liability and/or Property Damage Insurance policy or policies to cover any special hazards which may develop in the course of the work with such companies and in such amounts as may be approved by the Town.

The Contractor shall indemnify and save harmless the Town, its officers, agents, servants, and employees, from all suits, actions, and damages or costs of every kind and description arising directly or indirectly out of the performance of the Contract, including attorneys' fees, whether caused by actions or omissions on the part of the Contractor, its agents, servants and employees, or to other causes.

VIII. LICENSES, PERMITS, APPLICABLE LAWS

The Contractor will be responsible for obtaining any and all licenses and permits pertaining to the performance of the Work under the Contract. All services and materials provided by the Contractor shall conform to all applicable laws and regulations.

IX. MATERIALS AND STANDARD OF WORK

All Work performed, and material provided, pursuant to this Contract shall be in conformance with applicable standards adopted by the State of Maryland and Prince George's County and will be appropriate for existing conditions. All work shall be performed in a neat and workmanlike manner by trained and experienced personnel. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor at Contractor's expense, notwithstanding that such deficiencies have been previously accepted or were due to no fault of the Contractor.

X. ACCURATE INFORMATION

The Contractor certifies that all information provided in response to requests for information is true and correct. Any false or misleading information is grounds for the Town to reject the bid and to terminate this Contract.

XI. PERIODIC AND FINAL INSPECTION

The Town will make periodic inspections of the work through the Project Manager or other representatives. A final inspection of the Work shall be made by representatives of the Town and the Contractor at the end of the Work and cure period to ensure that all requirements have been met.

XII. OTHER PAYMENTS; EXPENSES; TAXES

The Town will not be responsible for any cost or expenses of operation of any kind associated with Contractor's provision of services pursuant to this Agreement, except as set out herein. Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder except as set out herein. The parties hereto further agree that the Town shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Contractor in connection with the performance of his obligations under this Agreement, except as set out herein.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that Contractor, as an independent contractor of the Town, is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Contractor is deemed not to be an independent contractor by any local, state or federal governmental agency, Contractor agrees to indemnify and hold harmless the Town for any and all fees, costs and expenses, including, but not limited to, attorneys' fees incurred thereby.

XIII. SUBCONTRACTING

The Contractor may not subcontract any other work required under this Agreement without the consent of the Town. If the Contractor wishes to subcontract any of the said work, it must provide subcontractor names, addresses, and telephone numbers and a description of the work to be done. The Contractor is not relieved of primary responsibility for full and complete performance of any work identified to the subcontractor. There shall be no contractual relationship between the Town and the subcontractor.

XIV. CONSTRUCTION AND LEGAL EFFECT

This Agreement, including all Contract Documents, constitutes the entire understanding between the parties. No modification or addition to this Agreement shall have any effect unless made in writing and signed by both parties hereto.

XV. NO ASSIGNMENT

This Agreement shall not be assigned or transferred by Contractor, whether by operation of law or in any other manner, without prior consent in writing from the Town. In the event of insolvency of either party, this Agreement shall terminate immediately at the election of the other party.

XVI. RELIEF

The Contractor recognizes the substantial and immediate harm that a breach or threatened breach of this Agreement will impose upon the Town, and further recognizes that in such event monetary damages may be available to the Town. Accordingly, in the event of a breach or threatened breach of this Agreement, Contractor consents to the Town's entitlement to seek preliminary, interlocutory, temporary or permanent injunctive, or any other equitable relief, protecting and fully enforcing the Town's rights hereunder and preventing the Contractor from further breaching any of its obligations set forth herein. Nothing herein shall be construed as prohibiting the Town from pursuing any other remedies available to the Town at law or in equity for such breach or threatened breach, including the recovery of damages from Contractor.

XVII. ENFORCEMENT PROVISIONS

The failure of the Town or Contractor, at any time, to enforce any of the provisions of this Agreement, or any right with respect thereto, will in no way be construed to be a waiver of such provisions or right, or in any way to affect the validity of this Agreement. The exercise by either party of any rights under this Agreement shall not preclude or prejudice the subsequent exercise of the same or any other rights under this Agreement.

XVIII. SEVERABILITY

If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

XIX. RESTORATION OF PROPERTY

The Contractor, at its own expense, will restore or replace any property displaced or damaged by Contractor as a result of Work performed under this Contract to the condition in which it existed immediately prior to such displacement or damage to the reasonable satisfaction of the Town.

XX. TERMINATION FOR DEFAULT

Failure of the Contractor to deliver work, supplies, materials, or services in a timely manner, to correct defective Work or materials, to act in good faith, or to carry out the Work in accordance with Contract Documents within 10 days of the date on which Contractor receives written notice from the Town specifying in reasonable detail the nature of Contractor's non-

performance, or within 24 hours after receipt of notification concerning a default involving acts or omissions by Contractor agents, servants or employees involving hazardous conditions shall constitute a breach of this Contract. In such event, the Town may give notice to the Contractor to cease work if the cause for such order has not been eliminated within such 10-day period or 24 hour period as appropriate. Should the Contractor fail to correct such default within such 10-day or 24 hour period, the Town may terminate this Contract. This provision shall not limit the Town in exercising any other rights or remedies it may have under applicable law.

XXI. TERMINATION FOR CONVENIENCE

The performance of the Work or delivery of services may be terminated in whole or in part at any time upon written notice if the Town determines that such termination is in its best interest. The Town will be liable only for labor, materials and services furnished prior to the effective date of such termination and for materials and other goods ordered by Contractor or any of its subcontractors prior to Contractor's receipt of such notice for which Contractor or its subcontractor is unable to cancel its order with its suppliers.

XXII. NOTICES

All notices shall be sufficient if delivered in person or sent by certified mail, with proper postage affixed and return receipt requested, by electronic transmission with receipt, by facsimile transmission or by overnight delivery carrier to the parties at the following addresses:

If to Town:

Lenford C. Carey
Mayor
Town of University Park
6724 Baltimore Avenue
University Park, MD 20782

If to Contractor:

XXIII. ERRORS IN SPECIFICATIONS

The Contractor shall take no advantage of any error or omission in the specifications, and will design and install the System in conformity with the Contract Documents and specifications provided by the Town.

XXIV. GOVERNING LAW

This Contract is executed in the State of Maryland and shall be governed by Maryland law without regard to its conflict of laws provisions. The Contractor, by executing this contract,

consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this Contract.

XXV. INTERPRETATION

Any questions concerning conditions and specifications shall be directed in writing to the Project Manager. No interpretation shall be considered binding unless provided in writing to Contractor by the Project Manager. By execution of this Contract, the Contractor certifies that it understands the terms and specifications as set forth in the Contract Documents.

XXVI. ATTORNEYS' FEES AND COSTS

The prevailing party as determined by a court of competent jurisdiction shall be entitled to attorney's fees and costs incurred in any actions or claims brought to enforce this Contract, or for damages hereunder.

XXVII. SUCCESSORS AND ASSIGNS

This Contract shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. In any event, the Contractor shall not assign any right or obligation under this Contract without the Town's express written consent, which may be withheld in the Town's sole discretion.

XXVIII. ENTIRE AGREEMENT

This Contract, including exhibits attached hereto and the Contract Documents, constitutes the entire agreement between the Town and the Contractor with respect to the subject matter hereof and may only be amended in a writing executed by both parties.

WITNESS:

TOWN OF UNIVERSITY PARK

By: _____
Lenford C. Carey, Mayor

WITNESS:

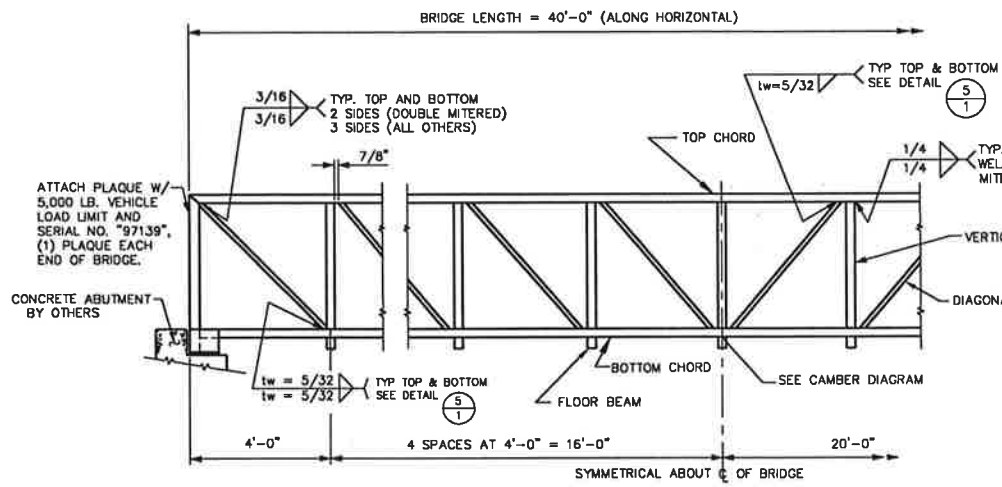
CONTRACTOR

By: _____

Title:

Approved as to form and legal sufficiency

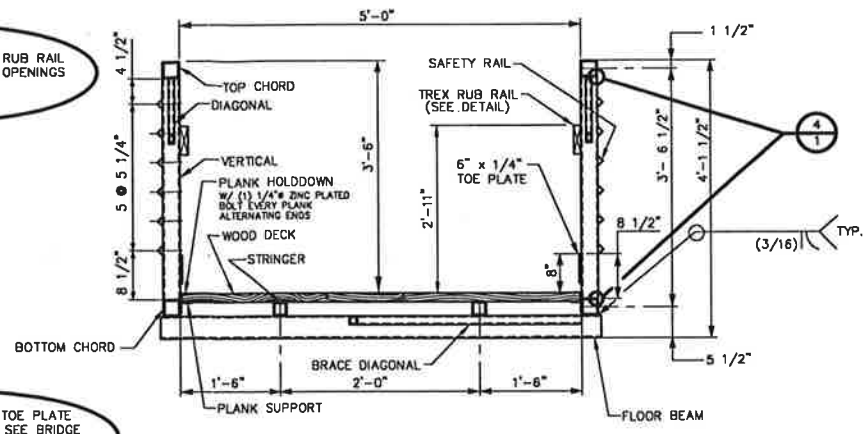
Suellen M. Ferguson,
Attorney for the Town of University Park



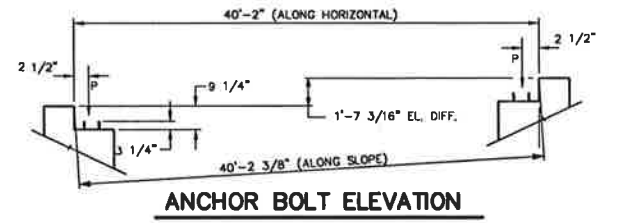
ELEVATION

SPACING OF SAFETY RAIL, RUB RAIL AND TOE PLATE PRODUCE OPENINGS OF LESS THAN 4 INCHES.

SAFETY RAIL, RUB RAIL & TOE PLATE NOT SHOWN IN ELEVATION. SEE BRIDGE SECTION FOR CORRECT NUMBER AND LOCATION.



BRIDGE SECTION

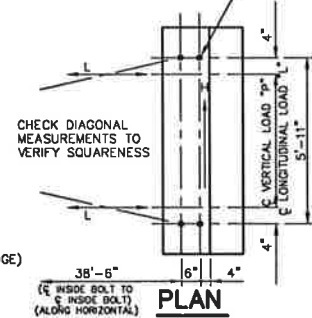


ANCHOR BOLT ELEVATION

COMBINE REACTIONS AS PER LOCAL OR GOVERNING BUILDING CODES AS REQUIRED

BRIDGE REACTIONS	+ DOWNWARD LOAD		
	P (LBS)	H (LBS)	L (LBS)
DEAD LOAD	1500		
UNIFORM LIVE LOAD	5000		
VEHICLE LOAD	2500		
WIND UPLIFT 20 PSF	-1650		
WIND	+815	2065	
THERMAL			525

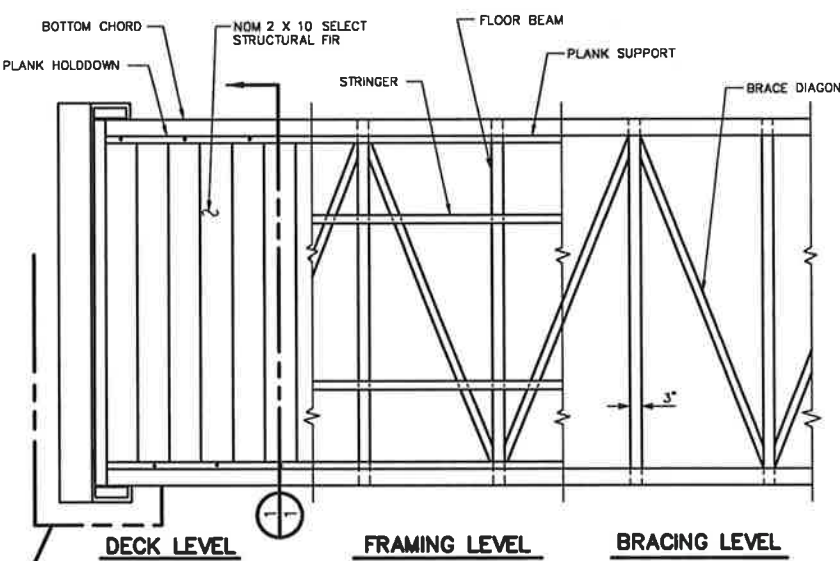
(8)-3/4 INCH DIA ANCHOR BOLTS W/2 NUTS AND (1) 2" O.D. WASHER EACH (BY OTHERS)



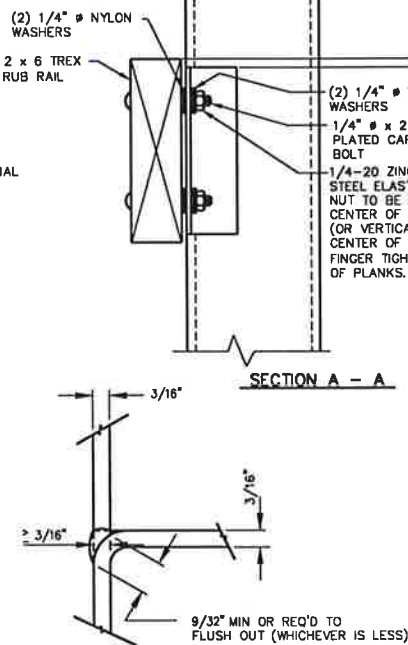
PLAN

P - VERTICAL LOAD EACH BASE PLATE (4 PER BRIDGE)
 H - HORIZONTAL LOAD EACH FOOTING (2 PER BRIDGE)
 L - LONGITUDINAL LOAD EACH BASE PLATE (4 PER BRIDGE)
 BRIDGE LIFTING WEIGHT: 6,000 LBS

CAUTION:
 WE ARE PROVIDING A WOOD DECK ON THIS STRUCTURE IN ACCORDANCE WITH THE SPECIFICATIONS AND/OR THE CONTRACT DOCUMENTS. BE AWARE THAT MOST PEDESTRIAN BRIDGE LIABILITY CLAIMS ARE STATISTICALLY SLIP AND FALL CLAIMS. IT IS THE OWNER'S RESPONSIBILITY TO KEEP THE DECK FREE FROM SLIP OR TRIP HAZARDS DUE TO CUPPING, SPLITS, GAPS AND SMOOTH SURFACES.



BRIDGE PLAN



RUB RAIL DETAIL

SCHEDULE OF MEMBER SIZES

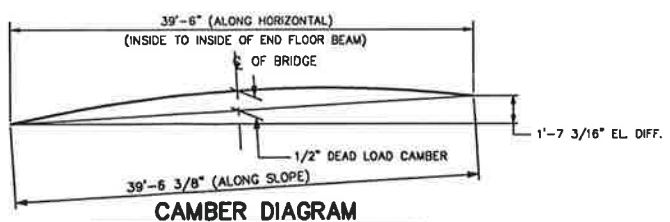
TOP CHORD	TS 3 x 3 x 3/16
BOTTOM CHORD	TS 3 x 3 x 3/16
VERTICAL	TS 3 x 3 x 3/16
DIAGONAL	TS 2 x 2 x 3/16
BRACE DIAGONAL	TS 2 x 2 x 3/16
FLOOR BEAM	TS 4 x 3 x 3/16
END FLOOR BEAM	TS 8 x 3 x 3/16
PLANK HOLDDOWN	L 1 1/4 x 1 1/4 x 1/8
STRINGER	TS 2 x 2 x 3/16
PLANK SUPPORT	L 1 1/4 x 1 1/4 x 1/8
SAFETY RAIL	L 1 1/4 x 1 1/4 x 1/8

* DOUBLE MITER END BAY, TYP. EACH END.

GENERAL NOTES

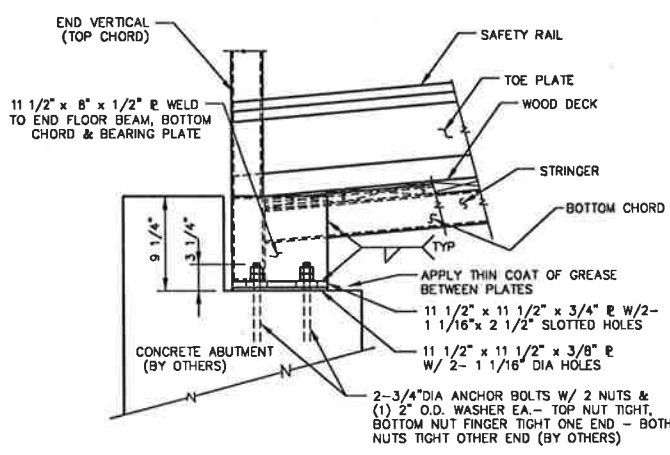
- DESIGN STRESSES ARE IN ACCORDANCE WITH THE MANUAL OF STEEL CONSTRUCTION FOR ALLOWABLE STRESS DESIGN AS ADOPTED BY THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), LATEST EDITION.
- BRIDGE MEMBERS ARE FABRICATED FROM HIGH STRENGTH, LOW ALLOY, ENHANCED ATMOSPHERIC CORROSION RESISTANT ASTM A847 COLD-FORMED WELDED SQUARE AND RECTANGULAR TUBING, AND ASTM A588, ASTM A806, OR ASTM A242 PLATE AND STRUCTURAL SHAPES (Fy = 50,000 PSI).
- BRIDGE DECKING NOMINAL 2-INCH THICK SELECT STRUCTURAL FIR (Fb = 1,400 PSI min.). TIMBER DECK MATERIAL SHALL BE TREATED WITH CHROMATED COPPER ARSENATE (CCA) TO A .4 PCF RETENTION, OR TO REFUSAL.
- THE GAS METAL ARC WELDING PROCESS WITH OXYGEN/ARGON SHIELDING GAS WILL BE USED.
- ALL TOP AND BOTTOM CHORD SHOP SPLICES TO BE COMPLETE PENETRATION TYPE WELDS. WELD BETWEEN TOP CHORD AND VERTICAL SHALL BE PARTIAL PENETRATION.
- UNLESS OTHERWISE NOTED, WELDED CONNECTIONS SHALL BE FILLET WELDS (OR HAVE THE EFFECTIVE THROAT OF A FILLET WELD) OF A SIZE EQUAL TO THE THICKNESS OF THE LIGHTEST GAGE MEMBER IN THE CONNECTION. WELDS SHALL BE APPLIED AS FOLLOWS:
 - BOTH ENDS OF VERTICALS, DIAGONALS, AND FLOOR BEAMS SHALL BE WELDED ALL AROUND.
 - BRACE DIAGONALS WILL BE WELDED FOR FULL LENGTH OF TOP, BOTTOM AND OUTSIDE VERTICAL FACES.
 - BOTTOM OF STRINGERS WILL BE STITCH WELDED TO TOP OF FLOOR BEAMS.
 - MISCELLANEOUS NON-STRUCTURAL MEMBERS WILL BE STITCH WELDED TO THEIR SUPPORTING MEMBERS.
- BRIDGE DESIGN WAS ONLY BASED ON COMBINATIONS OF THE FOLLOWING LOADS WHICH WILL PRODUCE MAXIMUM CRITICAL MEMBER STRESSES.
 - 100 PSF UNIFORM LIVE LOADING ON THE FULL DECK AREA OR ONE 5,000 POUND VEHICLE LOAD.
 - 25 PSF WIND LOAD ON THE FULL HEIGHT OF THE BRIDGE AS IF ENCLOSED.
 - 20 PSF UPWARD FORCE APPLIED AT THE WINDWARD QUARTER POINT OF THE TRANSVERSE BRIDGE WIDTH (AASHTO 3.15.3).
- CLEANING OR PAINTING: ALL EXPOSED SURFACES OF STEEL SHALL BE CLEANED IN ACCORDANCE WITH STEEL STRUCTURES PAINTING COUNCIL SURFACES PREPARATION SPECIFICATIONS AND COMMERCIAL BLAST CLEANING. SSPC-SP6-LATEST EDITION.

SHOP NOTE: MARK HIGH END OF BRIDGE

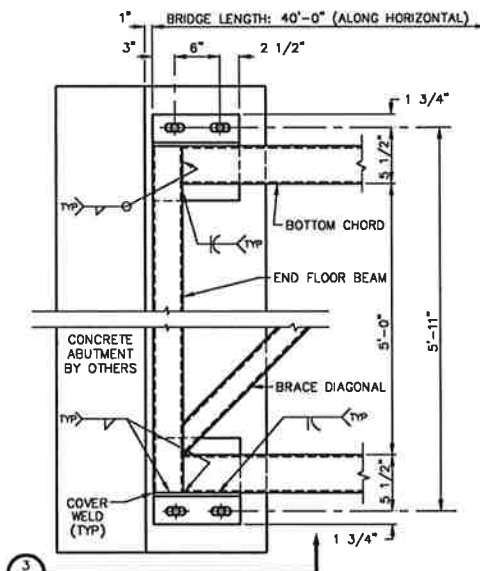


CAMBER DIAGRAM

WELD DETAIL



SIDE VIEW - BEARING ASSEMBLY



PLAN - BEARING ASSEMBLY

CONTINENTAL BRIDGE

ALEXANDRIA MN 320-852-7500



THESE PLANS, AS INSTRUMENTS OF SERVICE ARE PROPERTY SOLELY OF CONTINENTAL BRIDGE. THEY ARE NOT TO BE REPRODUCED FOR ANY PURPOSE OR USED IN ANY OTHER LOCATION WITHOUT WRITTEN AUTHORIZATION.

BLP	3/10/98	B	AS-BUILT, ADDED ELEVATION DIFFERENCE
KBK	10/16/97	A	AS-BUILT, REVISED SAFETY RAIL
REV. BY:	DATE:	LEVEL:	REVISION:

40'-0" X 5'-0"
UNIVERSITY PARK BRIDGE
PEDESTRIAN BRIDGE
UNIVERSITY PARK, MD.

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND

Exhibit A

DESIGNED BY:	DRAWN BY:	CHECKED BY:	APPROVED BY:
CBT	BLP	CBT	DGR
DATE:	SHEET NO. 1 OF 1	JOB # 97139	REG. NO. 20310
8/6/97			