

MAYOR & CITY COUNCIL OCEAN CITY, MARYLAND



PROCUREMENT DEPARTMENT

BID DOCUMENT FOR

ANNUAL SIDEWALK MAINTENANCE

BID TIMELINE OF EVENTS
Pre-Bid Meeting: Wednesday, October 06, 2021 at 11:00 a.m. located at 214 65th Street, Ocean City, MD 21842
Last Day for Questions: Noon on Friday, October 08, 2021
Addendum: Close of Business Thursday, October 14, 2021
Bid Opening Date & Time: Monday, October 25, 2021 by 4:00 p.m.
Bid Opening Location: 301 N. Baltimore Ave. Room 230, Ocean City, MD 21842, Attn: City Manager
Ad Run: September 30, 2021

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SECTION I: INTRODUCTION

1. PURPOSE
 - 1.1. The purpose of this Request for Bid is for the Mayor & City Council Ocean City, Maryland ("Town") to contract for the Annual Sidewalk Maintenance ("Work") and for said Work to be in conformity with the requirements contained herein ("Bid Document(s)").
2. CLARIFICATION OF TERMS
 - 2.1. Professional firms, organizations, or individuals that submit a bid for award of a contract ("Contract") are referred to as vendors ("Vendors") in this Bid Document. The Vendor that is awarded the Contract is herein referred to as the ("Successful Vendor").
3. QUESTIONS AND INQUIRIES
 - 3.1. For information regarding Bid Documents and bidding requirements, please contact Catrice Parsons at cparsons@oceancitymd.gov or call 410-723-6647.
 - 3.2. Copies of the Bid Documents are available on the Town's [website](#) or by calling (410) 723-6643 during normal business hours.
4. FILLING OUT BID DOCUMENTS
 - 4.1. Use only forms supplied by the Town.
 - 4.2. Submit one (1) unbound original and one (1) bound copy.
 - 4.3. Bids Documents should be complied as follows: (1) Cover letter, (2) Form of Bid, (3) References, (4) Exceptions Document, (5) Individual Principal Document, (6) Vendor's Affidavit of Qualification to Bid (7) Non-Collusive Affidavit, (8) Signed addenda, if necessary.
 - 4.4. All blanks on the Bid Documents will need to be filled in electronically or manually in ink.
 - 4.5. Where so indicated by the make-up of the Bid Documents, sums will be expressed in both words and figures, and in the case of a discrepancy between the two, the amount written in words will govern. In the event there is a discrepancy between the unit price and the extended totals, the unit prices will govern.
 - 4.6. Any interlineation, alteration, or erasure will be initialed by the signer of the Bid Documents.
 - 4.7. Each copy of the Bid Documents will be signed by the person(s) legally authorized to bind the Vendor to a contract, using the legal name of the signer. Bid Documents submitted by an agent will have a current Power of Attorney attached certifying the agent's authority to bind the Vendor.
 - 4.8. Vendor will supply all information and submittals required by the Bid Documents to constitute a proper and responsible "Completed Bid Document" package.
 - 4.9. Any ambiguity in the Bid Documents as a result of omission, error, lack of clarity or non-compliance by the Vendor with specifications, instructions, and/or all conditions of bidding will be construed in the light most favorable to the Town.
5. SUBMISSION OF BID DOCUMENTS
 - 5.1. All copies of the Bid Documents and any other documents required to be submitted with the Bid Documents will be enclosed in a **sealed envelope**. The envelope will be addressed to the Mayor & City Council Ocean City, Attn: City Manager, 301 N. Baltimore Avenue Room 230, Ocean City, MD 21842 and will be identified with the Work name: **ANNUAL SIDEWALK MAINTENANCE** and the Vendor's name, address, and license number. If the Bid Documents are sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation "**SEALED BID DOCUMENTS ENCLOSED- ANNUAL SIDEWALK MAINTENANCE**" on the face thereof.
 - 5.1.1. **Sealed Bid Documents are due no later than Monday, October 25, 2021 at 1:00 p.m. and will be opened and read aloud. Bids are to be submitted to Mayor & City Council Ocean City, Maryland Attn: Procurement Manager, 214 65th Street, Ocean City, MD 21842.**
 - 5.2. Bid Documents will be deposited at the designated location prior to the time and date for receipt of Bid Documents as indicated in the Advertisement or Request for Bid, or any extension made by Addendum. Bid Documents received after the time and date for receipt will be returned unopened.
 - 5.3. Vendor will assume full responsibility for taking whatever measures necessary to ensure that the Bid Documents reach the Town's office prior to the local time and date specified for receipt of Bid

Documents. The Town will NOT BE RESPONSIBLE for any Bid Document delayed in the postal or other delivery service nor any late Bid Document, amendment, or request for withdrawal of Bid Document, received after the Bid Document submission date.

- 5.4. Vendors, or their authorized agents, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bid Documents; failure to do so will be at the Vendor's own risk.
- 5.5. A fully executed Affidavit of Qualification to Bid will be attached to each Bid Document.
- 5.6. MINORITY VENDORS ARE ENCOURAGED TO PARTICIPATE.
- 5.7. All Vendor submitted Bid Documents will be valid for a minimum of sixty (60) days from the date of Bid Document opening. Vendors cannot withdraw their Bid Documents within sixty (60) days after the Bid Opening Date.
- 5.8. Email or faxed Bid Documents will not be accepted.
6. OPENING OF BID DOCUMENTS
 - 6.1. Bid Documents received on time will be opened publicly and vendor's names and total costs will be read aloud for the record.
 - 6.2. The Contract will be awarded or all Bid Documents will be rejected within sixty (60) days from the date of the Bid Document opening.
7. ACCEPTANCE OR REJECTION OF BID DOCUMENTS
 - 7.1. Unless otherwise specified, the Contract will be awarded to the lowest price and to the most RESPONSIBLE and RESPONSIVE Vendor complying with the provisions of the Bid Documents, provided the Bid price is reasonable, does not exceed the funds available, and it is in the best interest of the Town to accept it. The Town reserves the right to reject the Bid Documents of any Vendor who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a Bid Document from a Vendor who, investigation shows, is not in a position to perform the Contract; or Bid Documents from any person, firm, or corporation which is in arrears or in default to the Town for any debt or contract.
 - 7.2. Completed Bid Documents from Vendors debarred from doing business with the State of Maryland or the Federal Government will not be accepted.
 - 7.3. Conditional or qualified bids will not be accepted.
 - 7.4. In determining a Vendor's RESPONSIBILITY, the Town may consider the following qualifications, in addition to price:
 - 7.4.1. Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities.
 - 7.4.2. Character, integrity, reputation, experience and efficiency.
 - 7.4.3. A minimum of Five (5) years providing the goods/services described in this Bid Document under the Vendor name that is submitting a Completed Bid Document, with references to validate this requirement.
 - 7.4.4. Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability.
 - 7.4.5. Previous and existing compliance with laws and ordinances relating to contracts with the Town and to the Vendor's employment practices.
 - 7.4.6. Evidence of adequate insurance to comply with Contract terms and conditions.
 - 7.4.7. Statement of current work load and capacity to perform/provide the Goods and/or Services.
 - 7.4.8. Explanation of methods to be used in fulfilling the Contract.
 - 7.4.9. The Vendor, if requested, will be prepared to supply evidence of its qualifications, listed above, and its capacity to provide/performance the Goods and/or Services; such evidence to be supplied within a specified time and to the satisfaction of the Town.
 - 7.5. In determining a Vendor's RESPONSIVENESS, the Town will consider whether the Bid Document conforms in all material respects to the Bid Documents. The Town reserves the right to waive any irregularities that may be in its best interest to do so.
 - 7.6. The Town will have the right to reject any and all Bid Documents, where applicable to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the Bid Document

received, to reject a Bid Document not accompanied by required Bid security or other data required by the Bid Documents, and to accept or reject any Bid Document which deviates from specifications when in the best interest of the Town. Irrespective of any of the foregoing, the Town will have the right to award the Contract in its own best interests.

8. NOTICE TO VENDORS

- 8.1. Before a Vendor submits the Bid Documents it will need to become fully informed as to the extent and character of the Work required and are expected to completely familiarize themselves with the requirements of this Bid Document's specifications including examination of site, review of drawings, and any Addenda. Failure to do so will not relieve the Vendor of the responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the material to be furnished or the Work to be performed, it being understood that the submission of a Bid Document is an agreement with all of the items and conditions referred to herein.
- 8.2. The Town will provide Vendors, prior to Bid Document Opening Date, all information which is pertinent to and delineates and describes the land owned and rights-of-way acquired or to be acquired.
- 8.3. The Successful Vendor will supply the names and addresses of major material suppliers and subcontractors when requested to do so by the Town.

9. PRE-BID MEETING

- 9.1. A pre-bid meeting will be held on Wednesday, October 06, 2021 at 11:00 a.m., located at 214 65th Street, Ocean City, MD 21842 for questions concerning the Bid Documents.

END OF SECTION

SECTION II: GENERAL INFORMATION

1. ECONOMY OF BID DOCUMENTS
 - 1.1. Bid Documents will be prepared simply and economically, providing straightforward and concise description of the Vendor's capabilities to satisfy the requirements of the Bid Documents. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective Bid Document are neither required nor desired.
2. RESPONSIBILITIES OF THE VENDOR
 - 2.1. The Vendor will be responsible for the professional quality and technical accuracy of their advice and other Work furnished in the Bid Documents. The Vendor will perform the Work with the degree of skill that is normally exercised by recognized professionals as the Standard of Care with respect to Work of a similar nature.
 - 2.2. Neither the Town's review, approval or acceptance of, nor payment for, any of the Work required under the awarded Contract will be construed to operate as a waiver of any rights under the Contract or any cause of action arising out of the performance of the Contract, and the Vendor will be liable to the Town in accordance with applicable law for all damages to the Town caused by the Vendor's negligent performance of any of the Work furnished under the Contract.
 - 2.3. The rights of the Town provided for under the awarded Contract are in addition to any rights and remedies provided by law.
3. PROPRIETARY INFORMATION OR TRADE SECRETS
 - 3.1. The Vendor may invoke proprietary information or trade secret protection for submission of any data/material by (1) identifying the data/material in a written description, (2) clearly marking the data/material as proprietary, and (3) provide a written statement detailing the reasons why protection is necessary. The Town reserves the right to ask for additional clarification prior to establishing protection.
4. OWNERSHIP OF MATERIALS
 - 4.1. Ownership of all material and documentation originated and prepared pursuant to the Bid Documents will belong exclusively to the Town and is subject to public inspection in accordance with the Freedom of Information Act. Trade secrets or proprietary information submitted by a Vendor in connection with a procurement transaction will not be subject to disclosure under the Freedom of Information Act. However, the Vendor must invoke the protections of this section and be in accordance with Section 3.1.
5. CONTRACT AWARD
 - 5.1. A written award by the Town to the Successful Vendor in the form of a Purchase Order or other contract document will result in a binding Contract. If the Successful Vendor fails or refuses to sign and deliver the Contract and the required insurance documentation, the Town will have the right to award to the next responsible and responsive Vendor. The Successful Vendor will be required to execute the Contract within fourteen (14) calendar days from the date on the Notice of Award letter. The Town will send the Contract with the Notice of Award letter.
 - 5.2. Bid Documents and Contracts issued by the Town will bind the Vendor to applicable conditions and requirements herein set forth, unless otherwise specified in the Bid Documents, and are subject to all federal, state, and municipal laws, rules, regulations, and limitations.
 - 5.3. Town personal property taxes ("Taxes") must be on a current basis; if any such Taxes are delinquent, they must be paid before award of Contract. Failure to pay will result in the award of Contract to another Vendor.
 - 5.4. The Town reserves the right to engage in individual discussions and interviews with those Vendors deemed fully qualified, responsible, suitable and professionally competent to provide the required Work should the Work size warrant it. Vendors will be encouraged to elaborate on their qualifications, performance data, and staff expertise. Proprietary information from competing Vendors will not be disclosed to the public or to competitors.
6. NOTICE TO PROCEED

- 6.1. The Town will issue a Notice to Proceed within ten (10) calendar days from the execution of the Contract. If for any reason the Notice to Proceed cannot be issued within ten (10) days, from the execution of the Contract, the Town and the Vendor, upon mutual agreement, will extend the Contract Time.
- 6.2. If the Town does not issue the Notice to Proceed within the ten (10) day period or within the period mutually agreed upon, the Vendor may terminate the Contract without further liability on the part of either party.
7. **AUDIT**
 - 7.1. The Successful Vendor agrees to retain all books, records, and other documents relative to the awarded Contract for five (5) years after final payment, or until audited. The Town, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period.
8. **NONPERFORMANCE**
 - 8.1. The Town reserves the right to inspect all operations and to withhold payment for any goods not performed or not performed in accordance with the specifications in this Bid Document. Errors, omissions or mistakes in performance will be corrected at no cost to the Town. Failure to do so will be cause for withholding of payment for the Work. In addition, if deficiencies are not corrected in a timely manner, the Town may characterize the Successful Vendor as uncooperative, which may jeopardize future solicitations.
9. **MODIFICATION OR WITHDRAWAL OF BID DOCUMENTS**
 - 9.1. A Bid Document may not be modified, withdrawn, or cancelled by the Vendor during the stipulated time period following the time and date designated for the receipt of Bid Documents, and each Vendor so agrees in submitting Bid Documents.
10. **DEFAULT**
 - 10.1. The Contract may be cancelled or annulled by the Town in whole or in part by written notice of default to the Successful Vendor upon non-performance, violation of Contract terms, delivery failure, bankruptcy or insolvency, any violation of state or local laws, or the making of an assignment for the benefit of creditors. An award may then be made to the next most highly rated Vendor, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting Vendor (or its surety) will be liable to the Town for cost to the Town in excess of the defaulted Contract price.
11. **COLLUSION/FINANCIAL BENEFIT**
 - 11.1. The Vendor certifies that its Completed Bid Document is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Bid Document for the same Work; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
 - 11.2. Upon signing the Bid Document, Vendor certifies that no member of the governing body of the Town, or members of his/her immediate family, including spouse, parents or children, or any other officer or employee of the Town, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the Mayor or Council has received or has been promised, directly or indirectly, any financial benefit, related to this Bid Document and subsequent Contract.
12. **TAX EXEMPTION**
 - 12.1. The Town is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, and Transportation Taxes. This exemption cannot be used by Vendors doing business with the Town. Vendors are responsible for State Sales Tax of real property furnished and installed or constructed for the Town.
13. **EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION**
 - 13.1. All Vendors are subject to, and must comply with, the provisions of all applicable state and federal anti-discrimination laws. The Town encourages equal employment opportunity to businesses owned and controlled by minorities and women.
 - 13.2. The Successful Vendor will not discriminate against any employee or applicant for employment or any member of the public because of race, color, creed, religion, national origin, sex, sexual preference, disability, marital status, age; or otherwise commit an unfair employment practice. Vendor further agrees that this nondiscriminatory agreement will be incorporated by the Vendor in all contracts entered into with suppliers of commodities and services, contractors and subcontractors, and all labor

organizations furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with the Contract.

14. STATUS OF VENDOR

14.1. The Vendor will be responsible to the Town for acts and omissions of their employees, subcontractors, and their agents and employees, and other persons performing portions of the Work under the Contract or other arrangement with the Vendor.

14.2. It is understood that the relationship of Vendor to the Town will be that of an "Independent Contractor." Nothing contained herein will be deemed or construed to (1) make the Vendor the agent, servant, or employee of the Town, or (2) create any partnership, joint venture, or other association between the Town and the Vendor.

15. APPLICABLE LAWS

15.1. Vendor will observe and comply with all applicable federal, state, and local laws and regulations in the performance of the Contract. The Contract will be construed and interpreted in accordance with the laws of the State of Maryland and all questions of performance hereunder will be determined in accordance with such laws.

16. SUSPENSION OR TERMINATION FOR CONVENIENCE

16.1. The Town will have the right, at any time by written notice, for its convenience, to suspend the Work under the Contract for such time as may be determined by the Town to be necessary or desirable up to ninety (90) days, unless a longer time is agreed upon in writing by both parties; and thereafter, to require resumption of the whole or any part of the Work without invalidating the provisions of the Contract.

16.2. The Town will have the right, at any time by written notice, for its convenience, to terminate the Work in whole or in part.

16.3. Any notice issued pursuant to Sections 16.1 and/or 16.2 will state the extent and effective date of such notice, except as otherwise directed, the Vendor will stop Work on the date of receipt of the Notice of Termination or other date specified in the notice; place no further orders or subcontractors for materials, services, or facilities, except as necessary for the completion of such portion of the Work not terminated.

16.4. The Vendor, within thirty (30) days of the Notice of Termination, will submit a final invoice reflecting Work actually furnished pursuant to the Contract to the satisfaction of the Town and for which no previous invoice was submitted to the Town.

16.5. In the event of a termination, pursuant to Section 16.2, the Town will pay the Vendor's expenses verified by final invoice as set forth in Section 16.4 for the following:

16.5.1. Completed and acceptable Work executed in accordance with the Contract prior to the effective date of termination, including fair and reasonable sums for overhead and profit for such Work;

16.5.2. Expenses sustained prior to the effective date of termination in performing Work and furnishing labor, materials, or equipment as required by the Contract in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit.

16.6. The Vendor will not be paid on account of loss of anticipated profits or revenues or for Work not completed prior to the date of termination of the Contract.

17. ADDENDUM

17.1. No oral statements of any person will modify or otherwise affect or interpret the meaning of the Contract specifications, or the terms, conditions, or other portions of the Contract. All modifications and every request for any interpretation must be addressed to the Mayor & City Council Ocean City's Procurement Manager and to be given consideration, must be received at the above address at least seven (7) days prior to the date fixed for the opening of Bid Documents.

17.2. Any and all interpretations, corrections, revisions, and amendments will be issued by the Procurement Manager to all holders of Bid Documents in the form of written addenda. Vendors are cautioned that any oral statements made by any Town employee that materially change any portion of the Bid Documents will not be relied upon unless subsequently ratified by a formal written amendment to the Bid Document.

17.3. All addenda will be issued so as to be received at least five (5) days prior to the time set for receipt of Bid Documents, and will become part of the Contract and will be acknowledged in the Bid Document

form. Failure of any Vendor to receive any such addenda will not relieve said Vendor from any obligation under the Bid Document as submitted.

17.4. Vendors are cautioned to refrain from including in their Bid Document any substitutions which are not confirmed by written addenda. To find out whether the Town intends to issue an amendment reflecting an oral statement made by any employee, contact the Mayor & City Council Ocean City's Procurement Manager during normal business hours.

17.5. The Mayor & City Council Ocean City's Procurement Manager reserves the right to postpone the Bid Document opening for any major changes occurring in the 5-day interim which would otherwise necessitate an Addendum.

18. INSURANCE REQUIREMENTS

18.1. Unless otherwise required by Special Conditions for this Bid Document the Successful Vendor will be required to purchase and maintain during the life of the Contract the following types and amounts of insurance (minimum).

18.1.1. Commercial General Liability: \$1,000,000 (One million dollars) per occurrence \$2,000,000 (Two million dollars) aggregate for bodily injury and property damage. The Town must be named as an additional insured and the Insurance Certificate furnished to the Town will indicate such coverage.

18.1.2. Commercial Automobile: \$1,000,000 (One million dollars) combined single limit per accident for bodily injury and property damage. Including hired, non-ownership coverage and owned vehicle coverage if company owns a vehicle.

18.2. The Successful Vendor will provide the Town with certificates of insurance evidencing the coverage required above. Such certificates will provide that the Town be given at least thirty (30) days prior written notice of cancellation of, intention to not renew, or material change in such coverage. Vendor will provide certificates of insurance before commencing Work in conjunction with these Bid Documents.

18.3. Failure to provide and continue in force such insurance as required above, will be deemed a material breach of the Contract, will cause the Successful Vendor to be in Default, and will operate as an immediate termination thereof. The Town reserves the right to require higher limits on any Contract. A thirty (30) day notice in writing of cancellation or non-renewal will be furnished by certified mail to the Procurement Manager at the address listed in this Bid Document. The Successful Vendor agrees to be responsible for, indemnify, defend and hold harmless the Town, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen in connection with the Work performed under these Bid Documents including, but not limited to, claims under the Worker's Compensation Act.

18.4. THE PROVIDING OF ANY INSURANCE REQUIRED HEREIN DOES NOT RELIEVE THE SUCCESSFUL VENDOR OF ANY OF THE RESPONSIBILITIES OR OBLIGATIONS ASSUMED BY THE SUCCESSFUL VENDOR IN THESE BID DOCUMENTS, OR FOR WHICH THE SUCCESSFUL VENDOR MAY BE LIABLE BY LAW OR OTHERWISE.

19. ASSIGNMENTS

19.1. Neither the Successful Vendor nor the Town will sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of its right, title, or interest therein, or its obligations thereunder, without the written consent of the other party.

20. INDEMNIFICATION

20.1. The Successful Vendor will indemnify and hold harmless the Town and the Town's Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and caused in whole or in part by any negligent or willful act or omission of the Successful Vendor, and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Successful Vendor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

21. SAFETY

- 21.1. The Successful Vendor will observe and abide by all safety and fire regulations of the Town. It will be the full responsibility of the Successful Vendor to maintain a safe work environment as well as ensure the safety of the public as pertaining to this Work. No part of a structure will be loaded in excess of design load.
22. CONTRACT SECURITY (IF REQUIRED)
 - 22.1. The Successful Vendor will within fourteen (14) days after the receipt of the Notice of Award furnish the Town with a Performance Bond and a Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Successful Vendor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the prompt payment by the Successful Vendor to all persons supplying labor and materials in the prosecution of the Work provided by the Contract Documents. Such Bonds will be executed by the Successful Vendor and corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Circular Number 570. The expense of these Bonds will be borne by the Successful Vendor. If at any time a surety on any such Bond is declared a bankrupt or loses its right to do business in the State of Maryland OR IS REMOVED FROM THE LIST OF SURETY COMPANIES ACCEPTED ON FEDERAL Bonds, Successful Vendor will within ten (10) days after notice from the Town TO DO SO, SUBSTITUTE AN ACCEPTABLE Bond(s) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Town.
 - 22.1.1. Performance and Payment Bonds will utilize current American Institute of Architects (AIA) format.
23. COMMUNICATION
 - 23.1. If Vendor or Vendor's subcontractors employ, on the job site, employees who are unable to communicate by English language, Vendor will have on the job site, available during all working hours, a supervisor or foreman who can translate for purposes of communication with Town's representatives.
24. UNDOCUMENTED WORKERS
 - 24.1. Vendor hereby certifies that its hiring practices, at all times, comply with Federal statutes, rules and regulations relative to hiring of undocumented workers and illegal aliens.
25. PROTECTION OF WORK, PROPERTY AND PERSONS
 - 25.1. Successful Vendor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Successful Vendor will take all necessary precautions and programs in connection with the Work. Successful Vendor will take all necessary precautions for the safety of, and will 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.
 - 25.2. Successful Vendor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Successful Vendor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Successful Vendor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable.
 - 25.3. In emergencies affecting the safety of persons or the Work or property at the site, the Successful Vendor, without special instruction or authorization from the Town, will act to prevent threatened damage, injury or loss. Successful Vendor will give the Town prompt Written Notice of any significant changes in the Work or deviations from the Bid Documents caused thereby, and a Change Order will thereupon be issued covering the changes and deviations involved.
26. SUPERVISION BY SUCCESSFUL VENDOR
 - 26.1. The Successful Vendor will supervise and direct the Work. Successful Vendor will be solely responsible for the means, methods, techniques, sequences and procedures of construction. Successful Vendor will employ and maintain on the Work site a qualified supervisor or superintendent who will have been designated in writing by the Successful Vendor as the Successful Vendor's representative at the site. The supervisor will have full authority to act on behalf of the Successful Vendor and all communications given to the supervisor will be as binding as if to the Successful Vendor. The Supervisor will be present on the site at all times as required to perform adequate supervision and coordination of the Work.

27. CHANGES IN THE WORK

- 27.1. The Town may at any time, as the need arises, order changes within the Scope of Services without invalidating the Contract. If such changes increase or decrease the amount due under the Bid Document, or in the Contract Time required for performance of the Work, an equitable adjustment will be authorized by Change Order.
- 27.2. The Town, also, may at any time, by issuing a Field Order, make changes in the details of the Work. The Successful Vendor will proceed with the performance of any changes in the Work so ordered by the Town unless the Successful Vendor believes that such Field Order entitles it to a change in Contract Price and/or Time in which event it will give the Town's Engineer Written Notice thereof within seven (7) days after the receipt of the ordered change. Thereafter the Successful Vendor will not execute such changes pending the receipt of an executed Change order or further instruction from the Town's Engineer.

28. CHANGES IN CONTRACT PRICE

- 28.1. The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price will be determined by one or more of the following methods in the order of precedence listed below:
 - 28.1.1. Unit prices previously approved.
 - 28.1.2. An agreed lump sum.
 - 28.1.3. The actual cost for labor, direct overhead, materials, supplies equipment, and other services necessary to complete the Work. In addition, there will be added an amount to be agreed upon but not to exceed fifteen (15%) percent of the actual cost of the Work to cover the cost of general overhead and profit.

29. SUBCONTRACTING

- 29.1. The Successful Vendor may utilize the services of specialty subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty subcontractors.
- 29.2. The Successful Vendor will not award Work to subcontractors, in excess of fifty (50%) percent of the Contract Price, without prior written approval of the Town.
- 29.3. The Successful Vendor will be fully responsible to the Town for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.
- 29.4. The Successful Vendor will cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind subcontractors to the Successful Vendor by the terms of the Bid Documents insofar as applicable to the Work of subcontractors and to give the Successful Vendor the same power as regards terminating any subcontract that the Town may exercise over the Successful Vendor under any provision of the Bid Documents.
- 29.5. Nothing contained in the Contract will create any contractual relation between any subcontractor and the Town.

30. AVAILABILITY OF FUNDS

- 30.1. The Contractual obligation of the Town under the Contract is contingent upon the availability of appropriated funds.

31. CANCELLATION FOR UNAPPROPRIATED FUNDS

- 31.1. The obligation of the Town for payment to Vendor is limited to the availability of funds appropriated in the current fiscal period, and continuation of the Contract into a subsequent fiscal period is subject to appropriation of funds.

32. TOWN/STATE LICENSE REQUIREMENTS

- 32.1. Vendors will be licensed and qualified to do business in the area of expertise and will submit copied of all applicable licenses/certifications with the Completed Bid Document.
- 32.2. The Successful Vendor will be required to maintain the appropriate license and certificates throughout the term of the Contract.
 - 32.2.1. Mayor & City Council Ocean City Business License
- 32.3. Any Vendor that submits a Completed Bid Document who is not properly licensed/certified at the time of the solicitation is submitted may be rejected.

33. FORCE MAJEURE

- 33.1. Neither party will be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
34. DEBRIEFING PROCESS
 - 34.1. Unsuccessful Vendors, upon request and that responded to an Invitation to Bid will be provided a Vendor debriefing regarding the reasons that the solicitation submitted by the unsuccessful Vendor was not awarded the Services. The debriefing may occur five (5) business days after the Vendor request but prior to contract signatures.
 - 34.2. The Procurement Department will hold one debriefing meeting with all Vendors who requested such.
35. PROTESTS
 - 35.1. To ensure fairness to all Vendors and to promote open competition, the Town will actively follow-up and be consistent in responding to a Vendor's protest concerning contract awards.
 - 35.1.1. The Vendor will submit to the Procurement Manager a written request for a protest meeting which will be received by the Procurement Department within 14 consecutive calendar days from the date of the contract award. The Vendor's letter will contain specific reasons and any supporting documentation for the reasons, describing why they have a concern with the award. If the letter does not contain this information, or if the Procurement Manager determines that a meeting would serve no useful purpose, then the Procurement Manager may, within 10 consecutive calendar days from the date of receipt of the letter, respond in writing to the Vendor and refuse the protest meeting request. Otherwise, the Procurement Manager must notify the protesting Vendor within the 10-calendar day period that a protest meeting will be scheduled.
 - 35.1.2. If the protest meeting is granted, the Procurement Manager will attempt to schedule the meeting within 10 consecutive calendar days after receipt of the letter, or as soon as possible thereafter. Within 10 consecutive calendar days from the date of the protest meeting, the Procurement Manager will respond to the Vendor in writing with the decision.
36. FEDERAL TAX IDENTIFICATION NUMBER.
 - 36.1. All Vendors must furnish upon request a federal tax identification number to the Town by way of a W9. Failure to provide this information could result in invoice payments being withheld.
37. BID RESULTS
 - 37.1. Only Vendors who receive awards will be notified of results; unsuccessful Vendors will not be notified. Unsuccessful Vendors can visit the Town's website to see whom solicitations are awarded to.
38. PAYMENT
 - 38.1. Solicitations which require payment in less than 30 days after receipt of invoice for Work, whichever is later, may be rejected.
39. INVESTIGATION OF REFERENCES AND CONSIDERATION OF PAST PERFORMANCES
 - 39.1. The Town reserves the right to investigate the references and the past performance of any Vendor, including but not limited to the Vendor's performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, sub-contractors, and workers and Vendor so agrees to the aforementioned by listing references. The Town may postpone the award or execution of the contract after the announcement of the apparent Successful Vendor in order to complete its investigation and may take the results of its investigation into account when conducting evaluations. The Town reserves the right to reject any Completed Bid Document or to reject all Completed Bid Documents at any time prior to the Town's execution of contract if it is determined to be in the best interest of the Town to do so.
40. BIDS ARE OFFERS
 - 40.1. The Completed Bid Document is the Vendor's offer to enter into a Contract pursuant to the terms and conditions specified in the Invitation to Bid, its Exhibits, and Addenda. The offer is binding on the Vendor for one hundred twenty (120) days. The Town's award of the Contract constitutes acceptance of the offer and binds the Vendor.
41. CONTINGENT BIDS
 - 41.1. Vendor will not make its Completed Bid Document contingent upon the Town's acceptance of Invitation to Bid, its Exhibits, or Addenda.
42. REPRESENTATIONS AND WARRANTIES

42.1. Vendor represents and warrants that (1) Vendor has the power and authority to enter into and perform the Contract; (2) The individual signing for Vendor is authorized to execute this Contract on behalf of Vendor; (3) The Contract, when executed and delivered, will be a valid and binding obligation of Vendor, enforceable in accordance with its terms; (4) The work under the Contract will be performed in a good and workmanlike manner and in accordance with the highest professional standards; (5) Vendor will, at all times during the term of the Contract, be qualified, professionally competent, and duly licensed to perform the work; and (6) Vendor's name, as it appears in the Contract, is Vendor's legal name, as it will appear in the Vendor's W-9, and if Vendor is an entity rather than an individual that the entity named in the Contract is validly existing and in good standing. The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided.

43. CONFLICT OF INTEREST

43.1. Vendor covenants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner with or prohibit Vendor's full performance of the Contract. Vendor also covenants that in the performance of the Contract no person having any such interest will be employed. Vendor further covenants that its performance of the Contract will not cause any employee of the Town to violate the Town's Conflict of Interest Policy.

44. NO THIRD-PARTY BENEFICIARIES

44.1. The Town and Vendor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives, is intended to give, or will be construed to give any benefit or right, whether directly or indirectly, to third persons unless such persons are individually identified by name and expressly described in the Contract as intended beneficiaries.

45. TIME IS OF THE ESSENCE

45.1. Vendor agrees that time is of the essence under the Contract.

46. ATTACHMENTS

46.1. All attachments, addenda, schedules and exhibits which are referred to in the Contract are incorporated in the Contract.

47. MERGER

47.1. THE CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED IN THE CONTRACT REGARDING THE CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THE CONTRACT WILL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER WILL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. VENDOR, BY THE SIGNATURE TO THIS CONTRACT OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE CONTRACT AND VENDOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Section III: GENERAL CONDITIONS

1. DEFINITIONS-Wherever used in the BID DOCUMENTS, the following terms will have the meanings indicated which will be applicable to both the singular and plural thereof.
 - 1.1. Addendum - written or graphic instruments issued prior to the execution of the Contract which modifies or interprets the BID DOCUMENTS, DRAWINGS, and SCOPE OF SERVICES/SPECIFICATIONS, by additions, deletions, clarifications, or corrections.
 - 1.2. Bid Documents – Documents that include Advertisement, Introduction, General Information, General Conditions, Supplemental General Conditions, Form of Bid, References, Exceptions, Individual Principal, Vendor’s Affidavit of Qualification to Bid, Non-Collusive Affidavit, Notice of Award, Notice to Proceed, Change Order, Drawings, Scope of Services and Addendum.
 - 1.3. Change Order - A written order to the Vendor authorizing an addition, deletion or revision in the Work within the general scope of the Bid Documents, or authorizing an adjustment in the Contract Price or Contract Time.
 - 1.4. Completed Bid Documents- the Vendor’s offer submitted on the prescribed form(s) setting forth the prices for the work/services to be performed.
 - 1.5. Contract Price - The total monies payable to the Vendor under the terms and conditions of the Contract.
 - 1.6. Contract Term - The number of calendar days stated in the Bid Documents for the completion of the Work
 - 1.7. Notice of Award - The written notice of the acceptance of the Completed Bid Documents from the Town to the Successful Vendor.
 - 1.8. Notice to Proceed - Written communication issued by the Town to the Vendor authorizing them to proceed with the Work and establishing the date of commencement of the Work.
 - 1.9. Scope of Services - A part of the Bid Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
 - 1.10. Units – Individual pieces of equipment as defined above.
 - 1.11. Work - All labor necessary to complete this project as required by the Bid Documents and all materials and equipment incorporated in the work.
 - 1.12. Sub-contractor - An individual, firm or corporation having a direct contract with the Vendor or with any other Sub-contractor for the performance of a part of the Work at the site.
 - 1.13. Written Notice - Any notice to any party of the Contract relative to any part of the Contract in writing and considered delivered and the Work thereof completed, when posted by certified or registered mail to the said party at its last given address, or delivered in person to said party or its authorized representative on the Work.
2. MATERIALS, WORK AND FACILITIES
 - 2.1. It is understood that, except as otherwise specifically stated in the Bid Documents, the Successful Vendor will provide and pay for all materials, labor, tools, equipment, water, light, power and transportation, supervision, temporary construction of any nature, and all other work and facilities of any nature whatsoever necessary to execute, complete, and deliver the Services within the specified time.
 - 2.2. Materials and equipment will be so stored as to insure the preservation of their quality and fitness for the Services. Stored materials and equipment to be incorporated in the Services will be located so as to facilitate prompt inspection.
 - 2.3. Manufactured articles, materials, and equipment will be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
 - 2.4. Materials, supplies and equipment will be in accordance with samples submitted by the Successful Vendor and approved by the Town.
 - 2.5. Materials, supplies or equipment to be incorporated into the Services will not be purchased by the Successful Vendor or the subcontractor subject to a chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by the seller.
3. INSPECTION AND TESTING
 - 3.1. All materials and equipment used in the Services will be subject to adequate inspection and testing in accordance with generally accepted standard, as required and defined in the Bid Documents.

- 3.2. The Successful Vendor will provide at its expense the testing and inspection required by the Bid Documents.
- 3.3. If the Bid Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Services to specifically be inspected, tested, or approved by someone other than the Successful Vendor, the Successful Vendor will give the Town timely notice of readiness. The Successful Vendor will then furnish the Town the required certificates of inspection, testing or approval.
- 3.4. Inspections, tests or approvals by the Town or others will not relieve the Successful Vendor from its obligations to perform the Services in accordance with the requirements of the Bid Documents.
- 3.5. The Town's representative will at all times have access to the Services. In addition, authorized representatives and agents of any participating Federal or State Agency will be permitted to inspect all work, materials, payroll, records of personnel, invoices of materials, and other relevant data and records. The Successful Vendor will provide proper facilities for such access and observation, inspection or testing thereof.
- 3.6. If any Services are covered contrary to the written instructions of the Town it must, if requested by the Town, be uncovered for its observation and replaced at the Successful Vendor's expense.
- 3.7. If the Town considers it necessary or advisable that covered Services be inspected or tested by others, the Successful Vendor, at the Town's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Town may require, that portion of the Services in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such Service is defective, exposure, observation, inspection, testing and reconstruction and an appropriate Change Order will be issued.
4. SURVEYS, PERMITS, REGULATIONS
 - 4.1. Permits and licenses of a temporary nature necessary for the processing of the Work will be secured and paid for by the Successful Vendor unless otherwise stated in the Supplement General Conditions. Permits, licenses and easements for permanent structures or permanent changes in existing facilities will be secured and paid for by the Town, unless otherwise specified. The Successful Vendor observes that the Contract Documents are at variance therewith, it will promptly notify the Town in writing, and any necessary changes will be adjusted as provided in Section 7, Changes In The Work.
5. PROTECTION OF WORK, PROPERTY AND PERSONS
 - 5.1. Successful Vendor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Services. Successful Vendor will take all necessary precautions and programs in connection with the Services. Successful Vendor will take all necessary precautions for the safety of, and will 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 Services and all materials or equipment to be incorporated therein, whether in storage on/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 in the course of construction.
 - 5.2. In emergencies affecting the safety of persons or the Services or property at the site or adjacent thereto, the Successful Vendor, without special instruction or authorization from the Town, will act to prevent threatened damage, injury or loss. Successful Vendor will give the Town prompt Written Notice of any significant changes in the Services or deviations from the Bid Documents caused thereby, and a Change Order will thereupon be issued covering the changes and deviations involved.
6. SUPERVISION BY SUCCESSFUL VENDOR
 - 6.1. The Successful Vendor will supervise and direct the Services. Successful Vendor will be solely responsible for the means, methods, techniques, sequences and procedures of the Services. Successful Vendor will employ and maintain on the work site a qualified supervisor or superintendent who will have been designated in writing by the Successful Vendor as the Successful Vendor's representative at the site. The supervisor will have full authority to act on behalf of the Successful Vendor and all communications given to the supervisor will be as binding as if to the Successful Vendor. The Supervisor will be present on the site at all times as required to perform adequate supervision and coordination of the Work.
7. CHANGES IN THE WORK
 - 7.1. The Town may at any time, as the need arises, order changes within the Scope of Services without invalidating the Contract. If such changes increase or decrease the amount due under the Bid Document,

or in the Contract Time required for performance of the Services, an equitable adjustment will be authorized by Change Order.

7.2. The Town, also, may at any time, by issuing a Field Order, make changes in the details of the Services. The Successful Vendor will proceed with the performance of any changes in the Services so ordered by the Town unless the Successful Vendor believes that such Field Order entitles it to a change in Contract Price and/or Time in which event it will give the Town Written Notice thereof within seven (7) days after the receipt of the ordered change. Thereafter the Successful Vendor will not execute such changes pending the receipt of an executed Change order or further instruction from the Town.

8. CHANGES IN CONTRACT PRICE

8.1. The Contract Price may be changed only by a Contract Amendment if agreed to by both parties. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price will be determined by one or more of the following methods in the order of precedence listed below:

8.1.1. Unit prices previously approved.

8.1.2. An agreed lump sum by both parties.

8.1.3. Contract price increases, if any, will only be done on an annual basis and must be supported with documentation from either the Consumer Pricing Index or the Producer Pricing Index.

8.1.4. The actual cost for labor, direct overhead, materials, supplies equipment, and other work necessary to complete the Services. In addition, there will be an added amount to be agreed upon but not to exceed five (5%) percent of the actual cost of the Services.

9. TIME FOR COMPLETION AND LIQUIDATION DAMAGES

9.1. The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced will be commenced on a date specified in the Notice to Proceed.

9.2. The Successful Vendor will proceed with the Work at such rate of progress to insure full completion within the Contract Documents. It is expressly understood and agreed, by and between the Successful Vendor and the Town, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

9.3. If the Successful Vendor fails to complete the Work within the Contract Time, or extension of time granted by the Town, then the Successful Vendor will pay to the Town the amount for liquidated damage as specified in the Bid Form for each calendar day that the Successful Vendor is in default after the time stipulated in the Contract Documents.

9.4. The Successful Vendor will not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following, and the Successful Vendor has promptly given written notice of such delay to the Town.

9.4.1. To any preference, priority or allocation order issued by the Town.

9.4.2. To unforeseeable causes beyond the control and without the fault or negligence of the Successful Vendor, including but not restricted to, acts of God, or of the public enemy, acts of the Town, acts of another Successful Vendor in the performance of a contract with the Town, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.

9.4.3. To any delays of subcontractors occasioned by any of the causes specified in paragraphs 9.4.1 and 9.4.2 of this article.

10. TERMINATION FOR CONVENIENCE

10.1. The Town may terminate the Contract, in whole or in part, at any time by written notice to Successful Vendor. The Successful Vendor will be paid its costs, including contract close out costs, and profit on work performed up to the time of termination. The Successful Vendor will promptly submit its termination claim to the Town to be paid.

11. SUSPENSION OF WORK, TERMINATION AND DELAY

11.1. If the Successful Vendor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Successful Vendor or for any of its property, or if it files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if it repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if it disregards laws, ordinances, rules, regulations or orders of any

public body having jurisdiction of the Services or if it disregards the authority of the Town, or if it otherwise violates any provision of the Bid Documents, then the Town may, without prejudice to any other right or remedy and after giving the Successful Vendor and its surety a minimum of ten (10) days from delivery of a Written Notice, terminate the Work of the Successful Vendor and finish possession of the Services and of all materials, equipment, tools, construction equipment, and all machinery thereon owned by the Successful Vendor will not be entitled to receive any further payment until the Services are finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Services, including compensation for additional professional Services, such excess will be paid to the Successful Vendor. If such costs exceed such unpaid balance, the Successful Vendor will pay the difference to the Town. Such costs incurred by the Town will be determined by the Town and incorporated in a Change Order.

11.2. Where the Successful Vendor's Services have been so terminated by the Town, said termination will not affect any right of the Town against the Successful Vendor then existing or which may thereafter accrue. Any retention or payment of monies by the Town due the Successful Vendor will not release the Successful Vendor from compliance with the Bid Documents.

11.3. After ten (10) days from delivery of a Written Notice to the Successful Vendor from the Town, may, without prejudice to any other right or remedy, elect to abandon the Services and terminate the Contract. In such case, the Successful Vendor will be paid for all Services executed and any expense sustained plus reasonable profit.

11.4. If, through no act or fault of the Successful Vendor, the Services are suspended for a period of more than ninety (90) days by the Town or under an order of court or other public authority, or the Town fails to act on any request for payment within thirty (30) days after it is submitted, or the Town fails to pay the Successful Vendor substantially the sum approved or awarded by arbitrators within thirty (30) days after it is submitted, or the Town fails to pay the Successful Vendor substantially the sum approved by the Town or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Successful Vendor may, after ten (10) days from delivery of a Written Notice to the Town, terminate the Contract and recover from the Town payment for all Services executed and all expenses sustained. In addition and in lieu of terminating the Contract, if the Town has failed to act on a request for payment or if the Town has failed to make any payment as aforesaid, the Successful Vendor may upon ten (10) days Written Notice to the Town stop the Services until it has been paid all amounts then due, in which event and upon resumption of the Services, Change Orders will be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the cost and delays attributable to the stoppage of the Services.

11.5. If the performance of all or any portion of the Services are suspended, delayed, or interrupted as a result of a failure of the Town to act within the time specified in the Bid Documents, or if no time is specified, within a reasonable time, an extension of the Contract Time will be made by Change Order. Extension of time will be the Successful Vendor's exclusive remedy for any delay no matter how or by whom caused.

12. PAYMENTS TO SUCCESSFUL CONTRACTOR

12.1. At least ten (10) days before each progress payment falls due, but not more often than once a month), the Successful Vendor will submit to the Town a partial payment estimate filled out and signed by the Successful Vendor covering the Work performed during the period covered by the partial payment estimate and supported by such data as the Town may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate will also be accompanied by such supporting data, satisfactory to the Town, as will establish interest herein, including applicable insurance. The Town will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing its approval of payment and present the partial payment estimate to the Town's Finance Department, or return the partial payment estimate to the Successful Vendor indicating in writing the reason(s) for refusing to approve payment. In the latter case, the Successful Vendor may make the necessary corrections and resubmit the partial payment estimate.

12.1.1. The Town will within thirty (30) days of presentation of an approved partial payment estimate, pay the Successful Vendor a progress payment on the basis of the approved partial payment

estimate. The Town will retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. The Town at any time, however, after fifty (50) percent of the Work has been completed, if it is found that satisfactory progress is being made, will reduce retainage to five (5) percent on the current and remaining estimates. When the Work is substantially complete (operational or beneficial occupancy) the retained amount may be further reduced below five (5) percent to only that amount necessary to assure completion and acceptance of a part of the Work on which the price is stated separately in the Contract Documents, payment may be made in full, including retained percentages, less authorized deductions.

- 12.2. The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site provided such requests are accompanied by certificates of insurance for the material stored off site.
 - 12.3. Prior to Substantial Completion, the Town, may use any completed or substantially completed portions of the Work. Such use will not constitute an acceptance of portions of the Work.
 - 12.4. The Town will have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision will not be construed as relieving the Successful Vendor of the sole responsibility for the care and protection of the Work, for the restoration of any damaged Work except such as may be caused by agents or employees of the Town.
 - 12.5. Upon completion and acceptance of the Work, the Town will issue a certificate attached to the final payment request that the Work has been accepted by it, under the conditions of the Contract Documents. The entire balance found to be due the Successful Vendor, including the retained percentages, but except such sums as may be lawfully retained by the Town, will be paid to the Successful Vendor within thirty (30) days of completion and acceptance of the Work.
 - 12.6. The Successful Vendor will indemnify and save the Town or the Town's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The Successful Vendor will, at the Town's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharge whereupon payment to the Successful Vendor will be resumed, in accordance with the terms of the Contract Documents, but in no event will the provisions of this paragraph be construed to impose any obligations upon the Town to either the Successful Vendor, its surety, or any third party. In paying any unpaid bills of the Successful Vendor, any payment so made by the Town will be considered as a payment made under the Contract Documents by the Town to the Successful Vendor and the Town will not be liable to the Successful Vendor for any such payments made in good faith.
 - 12.7. If the Town fails to make payment thirty (30) days after approval by the Town's Representative, in addition to other remedies available to the Successful Vendor, there will be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the Successful Vendor.
13. ACCEPTANCE OF FINAL PAYMENT AS RELEASE
- 13.1. The acceptance by the Successful Vendor of final payments will be and will operate as a release to the Town of all claims and all liability to the Successful Vendor other than claims in stated amounts as may be specifically excepted by the Town for all things done or furnished in connection with the Work relating to or arising out of the Work. Any payment, however, final or otherwise, will not release the Successful Vendor or its sureties from any obligations under the Contract Documents or the Performance and Payment Bonds.
14. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS
- 14.1. The Successful Vendor may be furnished additional instructions and detail drawings, by the Town, as necessary to carry out the Work required by the Contract Documents.
 - 14.2. The additional drawings and instruction thus supplied will become part of the Contract Documents. The Successful Vendor will carry out the Work in accordance with the additional detail drawings and instructions.
15. SCHEDULES, REPORTS AND RECORDS

- 15.1. The Successful Vendor will submit to the Town such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the Contract Documents for the Work to be performed.
 - 15.2. Prior to the first partial payment estimate the Successful Vendor will submit construction progress schedules showing the order in which it proposes to carry on the Work, including dates at which it will start the various parts of the Work, estimated date of each part and, as applicable:
 - 15.2.1. Respective dates for submission of Shop Drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.
 - 15.3. The Successful Vendor will also submit a schedule of payments that it anticipates it will earn during the course of the Work.
16. SHOP DRAWINGS
- 16.1. The Successful Vendor will provide Shop Drawings as may be necessary for the processing of the Work as required by the Contract Documents. The Town's Representative will promptly review all Shop Drawings. The Town's Engineer will approve any Shop Drawings will not release the Successful Vendor from responsibility for deviations from the Contract Documents. The approval of any Shop Drawing which substantially deviates from the requirement of the Contract Document.
 - 16.2. When submitted for the Town's Engineers review, Shop Drawings will bear the Successful Vendor's certification that it has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents.
 - 16.3. Portions of the Work requiring a Shop Drawing or sample submission will not begin until the Shop Drawing or sample submission has been approved by the Town's Engineer. A copy of each approved Shop Drawing and each approved sample will be kept in good order by the Successful Vendor at the site and will be available to the Town's Engineer at the site.
17. MATERIALS, SERVICES AND FACILITIES
- 17.1. It is understood that, except as otherwise specifically stated in the Contract Documents, the Successful Vendor will provide and pay for all materials, labor, tools, equipment, water, light, power and transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.
 - 17.2. Materials and equipment will 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 will be located so as to facilitate prompt inspection.
 - 17.3. Manufactured articles, materials, and equipment will be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
 - 17.4. Materials, supplies and equipment will be in accordance with samples submitted by the Successful Vendor and approved by the Town's Engineer.
 - 17.5. Materials, supplies or equipment to be incorporated into the Work will not be purchased by the Successful Vendor or the subcontractor subject to a chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by the seller.
18. PATENTS
- 18.1. The Successful Vendor will pay all applicable royalties and license fees. Successful Vendor will defend all suites or claims for infringement of any patent rights and save the Town harmless from loss on account thereof, except that the Town will be responsible for such loss unless it promptly gives such information to the Town's Representative.
19. CORRECTION OF WORK
- 19.1. The Successful Vendor will promptly remove from the premises all Work rejected by the Town for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Successful Vendor will promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the Town and will bear the expense of making good all Work of other contractors destroyed or damaged by such removal or replacement.
 - 19.2. All removal and replacement Work will be done at the Successful Vendor's expense. If the Successful Vendor does not take action to remove such rejected Work within ten (10) days after receipt of written notice, the Town may remove such Work and store the materials at the expense of the Successful Vendor.

20. SUBSURFACE CONDITIONS
 - 20.1. The Successful Vendor will promptly, and before such conditions are disturbed, except in the event of an emergency, notify the Town by written notice of:
 - 20.1.1. Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents or
 - 20.1.2. Unknown physical conditions at the site, of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents.
 - 20.2. The town will promptly investigate the conditions, and if it finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the Work, an equitable adjustment will be made and the Contract Documents will be modified by a Change Order. Any claim of the Successful Vendor for adjustment hereunder will not be allowed unless it has given the required written notice: provided that the town may, if it determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.
21. LAND AND RIGHTS-OF-WAY
 - 21.1. Prior to issuance of Notice to Proceed, the Town will obtain all land and rights-of-way necessary for carrying out and for the completion of the Work, if necessary, to be performed pursuant to the Contract Documents, unless otherwise mutually agreed.
 - 21.2. The Town will provide to the Successful Vendor information which delineates and describes the lands owned and rights-of-way acquired.
 - 21.3. The Successful Vendor will provide at its own expense and without liability to the Town any additional land and access thereto that the Successful Vendor may desire for temporary construction facilities, or for storage of materials.
22. SEPARATE CONTRACTS
 - 22.1. The Town reserves the right to utilize other contracts in connection with this Services. The Successful Vendor will afford other Vendors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and will properly connect and coordinate its work of any other Successful Vendor, the Successful Vendor will inspect and promptly report to the Town any defects in such work that render it unsuitable for such proper execution and results.
 - 22.2. The Town may perform additional work related to the Work by itself, or it may let other contracts containing provisions similar to these. The Successful Vendor will afford Vendors who are parties to such Contracts (or the Town, if it is performing the additional work itself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and will properly connect and coordinate its work with theirs.
 - 22.3. If the performance of additional work by other Vendors or the Town is not noted in the Bid Documents prior to the execution of the Contract, written notice thereof will be given to the Successful Vendor prior to starting any such additional work.
23. SUBCONTRACTING
 - 23.1. The Successful Vendor may utilize the work of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
 - 23.2. The Successful Vendor will not award Services to subcontractors(S), in excess of fifty (50%) percent of the Contract Price, without prior written approval of the Town.
 - 23.3. The Successful Vendor will be fully responsible to the Town for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by them.
 - 23.4. The Successful Vendor will cause appropriate provisions to be inserted in all subcontracts relative to the Services to bind subcontractors to the Successful Vendor by the terms of the Bid Documents insofar as applicable to the work of Subcontractors and to give the Successful Vendor the same power as regards

terminating any subcontract that the Town may exercise over the Successful Vendor under any provision of the Bid Documents.

23.5. Nothing contained in the Contract will create any contractual relation between any Subcontractor and the Town.

24. TOWN REPRESENTATIVES AUTHORITY

24.1. The Town's Representative will act as Authority during the Contract Term. He/She will decide questions which may arise as to quality and acceptability of materials furnished and Work/Services performed. The Town's Representative will make visits to the site and determine if the Work/Services are proceeding in accordance with the Bid Documents.

24.2. The Successful Vendor will be held strictly to the intent of the Bid Documents in regard to the quality of materials, workmanship and execution of the Work/Services.

24.3. The Town's Representative will not be responsible for the means, controls, techniques, sequences, procedures, or work site safety.

25. GUARANTY

25.1. Successful Vendor will, unless otherwise indicated, guarantee all materials and equipment furnished and Services performed for a minimum of one (1) year from the date of installation. Successful Vendor warrants and guarantees for a minimum of one (1) year from the date of installation of the system that the completed system is free from all defects due to faulty materials or workmanship and the Successful Vendor will promptly make such corrections as may be necessary by reason of such defects. The Town will give notice of observed defects with reasonable promptness. In the event that the Successful Vendor should fail to make such repairs, adjustments, or other Work that may be made necessary by such defects, the Town may do so and charge the Successful Vendor the cost thereby incurred.

26. SAFETY

26.1. The Vendor will observe and abide by all safety and fire regulations of the Town. It will be the full responsibility of the Vendor to maintain a safe work environment as well as ensure the safety of the public as pertaining to the Services.

27. COMMUNICATION

27.1. If Vendor or Vendor's subcontractors employ, on the job site, employees who are unable to communicate by English language, Vendor will have on the job site, available during all working hours, a supervisor or foreman who can translate for purposes of communication with Town's representatives.

28. UNDOCUMENTED WORKERS

28.1. Vendor hereby certifies that its hiring practices, at all times, comply with Federal statutes, rules and regulations relative to hiring of undocumented workers and illegal aliens.

29. SUCCESSFUL VENDOR'S SCHEDULES

29.1. The Successful Vendor will prepare and submit for the Town a Vendor Schedule for the Services. The Schedule will not exceed time limits current under the Contract, will be revised at appropriate intervals as required as the conditions of the Services, will be related to the entire project required by the Contract, and will provide for expeditious and practical execution of the Services.

30. HAZARDOUS MATERIALS

30.1. The Vendor is responsible for compliance with the requirements of the Contract regarding hazardous materials. If the Vendor encounters a hazardous material or substance not addressed in the Contract, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including, but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Vendor, the Vendor will, upon recognizing the condition, immediately stop Services in an affected area and report the condition to the Town in writing. When the material or substance has been rendered harmless, Services in the affected area will resume upon written agreement of the Town and Vendor. By Change Order, the Contract Term will be extended

appropriately and the Contract Sum will be increased in the amount of the Vendor's reasonable additional costs of shutdown, delay, and start-up.

- 30.2. To the fullest extent permitted by law, the Town will indemnify and hold harmless the Vendor and its Subcontractors from and against claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from performance of the Services in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Subsection 21.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Services itself) except to the extent that such damage, loss or expense is due to the fault or negligence of the part seeking indemnity.
- 30.3. If, without negligence on the part of the Vendor, the Vendor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing the Services as required by the Contract, the Town will indemnify the Vendor for all cost and expense thereby incurred.

SECTION IV: SUPPLEMENTAL GENERAL CONDITIONS

1. GENERAL
 - 1.1. These specifications are part of the Town's Bid Documents. All instructions herein apply to the Vendor and its Sub-contractors unless otherwise indicated. Before beginning any Work, the Vendor will consult with the Town's Engineer as to proper excavating and grading, soil compaction, demolition, if any, and all other phases of carrying on and expediting construction. Before submitting Completed Bid Documents, the Vendor will satisfy itself as to the nature and location of the Work, conformation of the ground, materials, tools, equipment and other facilities required before and during the Work, as well as general and local conditions which can affect the Work. The Town will not honor any "extras" for this Work. The Vendor will notify the Town's Engineer, twenty-four (24) hours in advance, of any Work to be conducted at times other than the standard workday. The Town's Engineer will approve or disapprove said Work during other than the standard workday.
2. DRAWINGS AND SPECIFICATIONS
 - 2.1. Specifications are to be used in conjunction with the drawings. Vendor will check the drawings for items which are included in the Work. Where variations exist between the specifications and drawings the Vendor will contact the Town's Engineer for a ruling. Work or materials required which are not directly or indirectly denoted in the drawings and/or specifications, but which, in the opinion of the Town's Engineer, are nevertheless necessary for the proper completion of the job, will be performed and furnished by the Vendor as fully as if particularly denoted. The Vendor will promptly call to the attention of the Town's Engineer any apparent contradiction or ambiguities between the drawings and specifications or other documents furnished by the Town or prepared by the Vendor or its Sub-contractors specifically for the Work, will become the sole property of the Town and they will be returned to the Town's Engineer at completion of the Work. Checking and approval by the Town's Engineer will not relieve the Vendor of any responsibility for errors, omissions or discrepancies on shop drawings.
3. SAFETY
 - 3.1. The Vendor will observe and abide by all safety and fire regulations of the Town. It will be the full responsibility of the Vendor to maintain a safe work environment as well as ensure the safety of the public as pertaining to this Work. No part of a structure will be loaded in excess of design load. All open holes, trenches, excavations and obstacles will be barricaded during non-working hours and lighted at night, to ensure the public safety.
4. OTHER WORK BY THE TOWN
 - 4.1. The Town may, at any time, employ others in maintaining or altering existing facilities and equipment in any other work at the job site. The respective rights of the various interests involved will be established by the Town's Engineer.
5. SURVEYS
 - 5.1. Vendor will be responsible for the accuracy of all lines and grades for all parts of the Work. Vendor will do all field work necessary to lay out and maintain the Work. Checking with the Town's Engineer for accuracy of the Vendor's work will not relieve the Vendor of its responsibility for its correctness.
6. TEMPORARY SERVICES
 - 6.1. The Vendor will pay for all fuel, electric current and water required for construction purposes unless otherwise stated in this Bid Document. Successful Vendor will provide a temporary toilet in a location directed by the Town's Engineer, for use by construction personnel.
7. CLEAN UP

7.1. The Successful Vendor will keep the Work site and adjoining premises, driveways, walks and streets clean of rubbish. The Successful Vendor will dispose of all rubbish, waste and excess material in a manner satisfactory to the Town. Upon completion of the Work, the Successful Vendor will clean up the site and leave all construction broom clean, and all fixtures and equipment clean, washed and in usable condition.

8. COMMUNICATION

8.1. If Vendor or Vendor's Sub-contractors employ, on the job site, employees who are unable to communicate by English language, Vendor will have on the job site, available during all working hours, a supervisor or foreman who can translate for purposes of communication with Town's representatives.

9. UNDOCUMENTED WORKERS

9.1. Vendor hereby certifies that its hiring practices, at all times, comply with Federal statutes, rules and regulations relative to hiring of undocumented workers and illegal aliens.

FORM OF BID

To whom it may concern:

We, _____, organized and existing under the laws of the State of _____ doing business as a/an sole proprietorship/partnership/corporation, hereby submit our Completed Bid Documents for the Annual Sidewalk Maintenance as indicated in the Bid Documents.

Having carefully examined and being in compliance with the Town’s Bid Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Completed Bid Documents and propose to perform all Work for the Annual Sidewalk Maintenance in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

Vendor hereby agrees to commence Work under the Contract on or before a date to be specified in the Notice to Proceed and to fully complete the Work within thirty (30) consecutive calendar days thereafter.

Base Bid:			
Item of Work	UOM	Unit Price	Lump Sum\$
Standard City Sidewalk (Demo/Replace)	10,000 SF		
Alternates:			
#	Description of Work	UOM	Unit Price
1	Standard City Sidewalk Installation Only	SF	\$
2	Standard 8” Curbing Demo and Replace	LF	\$
3	Standard 8” Curbing Installation Only	LF	\$
4	Standard SHA Type “A” Curb & Gutter Demo and Replace	LF	\$
5	Standard SHA Type “A” Curb & Gutter Installation Only	LF	\$
6	Solid Waste Concrete Aprons Demo & Replace	SF	\$
7	Solid Waste Concrete Aprons Installation Only	SF	\$
8	Installation of ADA Truncated Domes Furnish & Install	SF	\$
9	Furnish Equipment to Load and Haul Concrete Debris to the Town’s Recycling Center	SF	\$

NOTE: THIS BID FORM MUST BE SIGNED BY AN OFFICER OF YOUR COMPANY OR AN AUTHORIZED AGENT FOR THIS BID TO BE CONSIDERED VALID.

NOTE: Completed Bid Documents will include all applicable fees.

- 1.1. The time period for performance under the awarded contract will be from January 01, 2022 to December 31, 2027.
 - 1.1.1. Both parties can agree to one-year Contract Renewal periods after the Initial Contract Term.
 - 1.1.2. Contract continuation is contingent upon Mayor & City Council appropriating funding.

END OF SECTION

THE TOWN WILL NOT BE LIABLE FOR ADDITIONAL CHARGES THAT ARE NOT STATED IN THE BID. All charges for overtime, installation, shipping, etc. must be included.

Is your company currently involved in any active litigation? (Yes)____ (No) _____ CHECK One.

Is your company currently involved in any mergers or acquisitions? (Yes)____ (No) _____ CHECK One.

*If you answered Yes to either of the above questions please attach documentation to your Completed Bid Document describing further.

NOTE: THIS BID FORM MUST BE SIGNED BY AN OFFICER OF YOUR COMPANY OR AN AUTHORIZED AGENT FOR THIS BID TO BE CONSIDERED VALID BY THE MAYOR AND CITY COUNCIL OF OCEAN CITY, MARYLAND.

Do you currently have a business license with the Town? _____ Yes _____ No

Do you have a current/valid license with the State of Maryland? _____ Yes _____ No

TOTAL BASE BID _____
(EXPRESSED ALPHANUMERICALLY)

Respectfully submitted,

Signature

License Number

Address

Title

Date

(Affix Corporate Seal)

REFERENCES

List three (3) references for similar Work successfully completed in the last 12-36 months. Include contact name, address, telephone number and goods sold.

Company Name:		Company Name:	
Type of Work:		Type of Work:	
Address:		Address:	
Town, State, Zip Code:		Town, State, Zip Code:	
Contact Person:		Contact Person:	
Telephone Number:		Telephone Number:	
Date of Service:		Date of Service:	
Company Name:			
Type of Work:			
Address:			
Town, State, Zip Code:			
Contact Person:			
Telephone Number:			
Date of Service:			

Sign for Identification

Printed Name

ADDENDA ACKNOWLEDGMENT

THE VENDOR HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA.

<u>Number</u>	<u>Date</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sign for Identification

Printed Name

INDIVIDUAL PRINCIPAL

Vendor Name: _____

Signed By: _____ In the presence of: _____

Address of Vendor: _____ Town, State, Zip

Telephone No.: _____ Fax: _____

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: _____

Address: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____

Partner

Witness

Signed By: _____ In the presence of: _____

Partner

Witness

Signed By: _____ In the presence of: _____

Partner

Witness

CORPORATE PRINCIPAL

Name of Corporation: _____

Address: _____ Town, State, Zip

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____

President

Witness

Attest: _____

Corporate Secretary

Affix Corporate Seal

NON-COLLUSIVE AFFIDAVIT

_____ being first duly sworn,
deposes and says that:

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

Signed, sealed and delivered in the presence of:

Witness

By: _____
Signature

Witness

Printed Name

Title

NOTICE TO PROCEED

To:

Date:

Work: Annual Sidewalk Maintenance

You are hereby notified to commence WORK in accordance with the Contract dated _____ on or before _____ you are to complete the WORK within thirty (30) consecutive calendar days thereafter.

MAYOR & CITY COUNCIL OCEAN CITY
BY _____
Catrice L. Parsons
Procurement Manager

NOTICE TO PROCEED

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

this _____ day of _____, 2022.

By _____

Title _____

CONTRACT

THIS CONTRACT, made this 1st day of January, 2022, by and between The Mayor & City Council Ocean City, hereinafter called 'Town' and _____ doing business as (an individual), (a partnership), or (a corporation) hereinafter called 'Successful Vendor'.

WITNESSED: That for and in consideration for payment and agreements hereinafter mentioned:

1. Successful Vendor will commence and complete the construction of the Annual Sidewalk Maintenance.
2. Successful Vendor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction of the Work described herein.
3. Successful Vendor will commence the Work required by the Contract Documents within fourteen (14) calendar days after the date of the Notice to Proceed and will complete the same within thirty (30) calendar days unless the period for completion is extended otherwise by the Contract Documents.
4. Successful Vendor agrees to perform all of the Work described in the Bid Documents and comply with the terms therein for the sum of \$_____ (_____) or as shown in the Form of Bid.
5. The term 'Contract Documents' means and includes the following:
 - Advertisement
 - Section I - Introduction
 - Section II - General Information
 - Section III - General Conditions
 - Section IV - Supplemental General Conditions
 - Form of Bid
 - References
 - Addenda Acknowledgement
 - Individual Principal
 - Vendor's Affidavit of Qualification to Bid
 - Non-Collusive Affidavit
 - Notice of Award
 - Notice to Proceed
 - Scope of Work
 - Field Order
 - Change Order
 - ADDENDA __, dated _____.
6. The Town will pay the Successful Vendor in the manner and at such times as set forth in the Bid

Documents.

7. This Contract will be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate each of which will be deemed an original on the date first above written.

VENDOR:

TOWN:

BY _____

BY _____

Douglas R. Miller
CITY MANAGER

NAME _____

TITLE _____

(SEAL)

(SEAL)

ATTEST _____

ATTEST _____

NAME _____

NAME _____

SECTION IV: SCOPE OF WORK

Furnish all labor, equipment, material, and supervision necessary and incidental to complete all portions of Sidewalk Maintenance: Concrete Repairs/Replacement (“Work”) in accordance with the Bid Documents. All Work performed will be in accordance with the terms and conditions of the Bid Documents and the following Scope of Work.

1. PROTECTION, WORK HOURS, AVAILABLE WORK, AND CLEAN UP
 - 1.1. Protection
 - 1.1.1. The Vendor will be fully responsible for the protection of private and public property during the course of this project. Proper protection must be provided at all times eliminate damages.
 - 1.2. Work Hours
 - 1.2.1. Normal work hours will be Monday through Friday, 7:30 AM till 3:00 PM. Requests for later hours or weekend work can be reviewed by the Project Manager after the Successful Vendor has been awarded the Work.
 - 1.3. Clean Up
 - 1.3.1. During the construction duration, the Work and the adjacent areas affected thereby will be kept clean and all rubbish, surplus materials, and unneeded construction equipment will be removed and all damage repaired so as to not inconvenience the public and adjacent property owners. Clean up of the site and building exterior will be performed by the Vendor on a daily basis during the work week.
 - 1.3.2. On or before the completion of the Work, the Vendor will tear down and remove all temporary structures built by Vendor; will remove all temporary Work, tools, and machinery or other construction equipment furnished by Vendor; will remove all rubbish from any grounds which Vendor occupied; and will clean up any paint spills around the site or on adjacent property.
 - 1.3.3. The Vendor will restore or replace, when and as directed by the Project Manager, any property damaged by Vendors work, equipment, or employees, to a condition at least equal to that existing immediately prior to the beginning of the Work. The restoration of existing property or structures will be done as promptly as practicable as work progresses and will not be left until the end of the Contract period.
2. GENERAL
 - 2.1. Any saw cutting, jack hammering, demolition effort, etc., which may be necessary, are the responsibility of the Successful Vendor and will be included within their unit prices. (Specific to Base Bid, Item 2, Item 4, and Item 6 as represented on the Bid Form)
 - 2.2. The Successful Vendor is required to supply all materials, equipment, tools, and miscellaneous accessories necessary to complete the Work, unless specifications note elsewhere.
 - 2.3. All surveying work as to grade, lines, and layout will be provided by the Town.
 - 2.4. The Town will provide, free of charge, any select fill or CR6 material that may be needed. Materials will be provided in bulk form only at the Town’s storage facility. The Successful Vendor is responsible to place in areas as needed.
 - 2.5. The Town will be responsible for removal of all debris from the site, resulting from the Contract, once the Successful Vendor has neatly piled the rubble concrete or other associated items adjacent to the area being reconstructed in segregated piles (specific to Base Bid, Item 2, Item 4, and Item 6). Barricades will be furnished by the Town with the Successful Vendor picking them up and returning them to 66th Street when the job is completed.
 - 2.6. The Successful Vendor, after placing and finishing concrete, is required to stay on site, protect, or take precautions to avoid the possibility of vandalism to finished surfaces before the material has set sufficiently to resist damage.
 - 2.7. Metal forms must be used on all work except radiuses.
3. SAW CUTTING

- 3.1. The Town has a policy relative to saw cutting requirements. A “typical” sidewalk replacement requires an approximate 5’ long saw cut across the sidewalk section being replaced at each end unless the section in question meets with an expansion joint. Successful Vendor is also required to saw cut the adjoining asphalt road (unless otherwise stated) for a distance of 1’ out (perpendicular to the face of the curb) and for the full length of the section being replaced.
- 3.2. When conducting demolition efforts, the Successful Vendor will only remove enough adjoining asphalt as required to set the formwork. The Town will remove the balance at which time the Town permanently patches the asphalt section adjoining the work (specific to the Base Bid, Item 2, Item 4, and Item 6).
- 3.3. The Town is strictly responsible for replacement of the asphalt roadway.
- 3.4. The Successful Vendor will only be permitted to conduct work on Monday through Thursday (unless otherwise directed). No work is permitted on any legal Holidays. Maximum of six (6) sites per day will be permitted to be demolished / replaced as directed by the Project Manager. Increase of the number of sites under construction per day can only be increased if mutually agreed upon between the Successful Vendor and the Project Manager. The Town will provide a minimum of fort-eight (48) hours prior notice to the Successful Vendor for any requested mobilization.
4. ANTICIPATED QUANTITIES
 - 4.1. It is anticipated that the Town will complete the following quantities of work in the coming year.

• Base Bid	20,000 S.F (Base Bid based on ½ this amount)
• Item 1	5,000 S.F
• Item 2	300 L.F.
• Item 3	300 L.F.
• Item 4	100 L.F.
• Item 5	100 L.F.
• Item 6	500 S.F.
• Item 7	500 S.F.
• Item 8	40 S.F.
• Item 9	100 S.F.
 - 4.2. The quantities noted above are simply “projections” and in no way obligate the Town to provide this quantity of Work, with the exception of the Base Bid amount of 10,000 SF. The Town is required to be on-site for inspections at the time of all concrete pours. The Department of Public Works / Construction Division, Mr. Jeff Webster, is be contacted by calling 410-524-4733. Unit Price will be inclusive of all labor, equipment, materials, fuel, and incidentals necessary to perform this task.
5. ITEM 8
 - 5.1. Furnish and Install – Cast in Place Replaceable Tactile / Detectable Warning Surface Tiles. Unit price is based on the Successful Vendor procuring and placing “ADA Solutions Tiles” based on the attached specifications titled Cast in Place Replaceable Tactile / Detectable Warning Surface Tiles. Unit Price will be inclusive of all labor, materials, equipment, and incidentals necessary to perform this task.
6. ITEM 9
 - 6.1. Furnish Equipment to Load & Haul Concrete Debris to the Town Recycle Center – Provide a unit price to load demolished concrete sidewalks and/or concrete curbing, as detailed in Item 4 above, and haul them to the Town’s Concrete Recycle Yard located at the Ocean City Municipal Airport, 12724 Airport Road, Berlin, MD 21811. Payment will be based on the Square Footage removed at the various locations. Unit Price will be inclusive of all labor, equipment, fuel, and incidentals necessary to perform this task.

- 6.1.1. The placement of all concrete will be in conformance with all provisions of the latest edition of ACI 306 (American Concrete Institute "Recommended Practice to Cold Weather Concreting"). ACI publications are available through ACI, P.O. Box 4754, Redford Station, Detroit, Michigan 48219.
 - 6.1.2. Successful Vendor will invoice the Town with proper quantities placed and locations.
 - 6.1.3. The Work will involve the Successful Vendor working on the Town's Public Streets and Highways owned and maintained by the State Highway Administration of Maryland (hereinafter called SHA). All operations in these right-of-ways are subject to the standards set forth in the Manual of Uniform Traffic Control Devices 2010 from the Federal Highway Administration (herein called MUTCD). The Town will provide and set up traffic control for the Successful Vendor at no charge. The result of any claims caused by the Successful Vendor's failure to properly maintain the correct MOT will be the Successful Vendor's responsibility. Failure to comply with this condition may result in the Termination of the Contract.
7. ATTACHED DRAWINGS
- 7.1. DRAWING #S-2.01: Is included to detail specific construction for sidewalk/driveway.
 - 7.2. DRAWING # S-2.01A: Shows ADA handicap ramp installation at driveways and slopes.
 - 7.3. DRAWING # S-2.01B: Shows ADA handicap access at a Transition Curve.
 - 7.4. DRAWING # S-2.01C: Shows ADA handicap access at Parallel Curbs.
 - 7.5. DRAWING #S-2.03: Is included to detail specific construction for standard curbing installation.
 - 7.6. DRAWING #2-2.03B: Is included to detail specific construction for 5' City Sidewalk with Roll Curb
 - 7.7. DRAWING #S-2.05: Is included to detail specific construction for SHA curb and gutter installation.
 - 7.8. DRAWING 3S-206: Is include to detail specific constriction for SHA curb and gutter installation for Coastal Highway.
 - 7.9. DRAWING #1: Is included to detail specific Construction for Solid Waste concrete apron installation.
8. CAST IN PLACE REPLACEABLE TACTILE/DETECTABLE WARNING SURFACE TILES (RECTANGULAR AND RADIUS REPLACEABLE TILES)
- 8.1. General
 - 8.1.1. Description-this Section includes specifications for furnishing and installing Cast in Place Replaceable Tactile Warning Surface Tiles (REP) with an in-line truncated dome pattern, embedded in all curb ramps and walking surfaces at the locations and to the dimensions shown on the Drawings, in accordance with the Bid Documents and as directed by the Project Manager.
 - 8.1.2. Related Documents
 - Drawings and general provisions of the Contract including General and Special Conditions and Division 1 Specifications, apply to this Section.
 - American with Disabilities Act (ADA) Title 49 CFR Transportation, Part 37.9 Standards for Accessible Transportation Facilities, Appendix A, Section 4.29.2 Detectable Warnings on Walking Surfaces. FHA Memo (5-06-02) titled Truncated Domes. Federal Register Volume 71, No. 209, 49CFR Part 37 (10-30-06), ADA Standards for Transportation Facilities (11-29-06, DOT): Sections 406, 705, and 810. ADA Standards for Accessible Design – 2010 (9/05/11, DOJ), ADAAG: Sections 705 and 810. Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Rights of Way (7/23/11, Access Board), PROWAG R208, R304, R305, R308, and R309.
 - American Society for Testing and Materials (ASTM) Test Methods B117, C501, C1028, D543, D570, D638, D695, D790, G151, G155, and E84.

- American Association of State Highway and Transportation Officials (AASHTO): Test Method AASHTO-H20
- California Code of Regulations (CCR 2007) Title 24 Part 1 Articles 2, 3, and 4, and Part 2 Section 205 definition of “Detectable Warning”, Section 1127B.5 for “Curb Ramps”, and Section 1133B.8.5 for “Detectable Warnings at Hazardous Vehicle Areas”. California Department of Transportation Detectable Warning Surface Authorized Material List. Division of the State Architect IR 11B-3 (1/29/05) and IR 11B-4 (1/01/11). IR 11B-4 (1/01/11) removed the requirement for a “staggered” pattern and now calls for the “square grid” (in-line) pattern.

8.1.3. Submittals

- Product Data: Submit manufacturer’s literature describing products, installation procedures, and maintenance instructions.
- Samples for Verification Purposes: Submit two (2) Tactile Warning Surface samples minimum 8” x 8” of the kind proposed for use. Samples will be properly labeled and will contain the following information: Name of Project, Submitted By, Date of Submittal, Manufacturer’s Name, and Catalog Number.
- Shop Drawings: Submit Manufacturer Shop Drawings showing all pertinent characteristics of the composite Cast in Place Replaceable Tactile Warning Surface Tile (REP), including profile, sound on cane contact amplification feature and installation methods.
- Material Test Reports: Submit current test reports from qualified, accredited independent testing laboratory in accordance with ASTM guidelines and indicating that materials proposed for use are in compliance with specification requirements and meet properties indicated. All test reports submitted will be representative of the Cast in Place Replaceable Tactile Warning Surface Tile (REP) delivered to the Work.
- Maintenance Instructions: Submit copies of manufacturer’s specified maintenance practices for each type of Tactile Warning Surface Tile and accessory.

8.1.4. Quality Assurance

- Provide composite Cast In Place Replaceable Tactile Warning Surface Tiles (REP) as produced by a single manufacturer with a minimum of five (5) years’ experience in manufacturing Cast in Place Replaceable Tactile Warning Surface Tiles (REP).
- Installer’s Qualifications: Engage an experienced installer certified in writing by the Tactile Warning Surface manufacturer, who has successfully completed Tactile Warning Surface installations similar in material, design, and extent to that indicated for the Contract.
- Cast In Place Replaceable Tactile Warning Surface Tiles (REP) must be compliant with ADAAG, PROWAG, and CA Title 24 requirements. Division of the State Architect IR 11B-3 (1/26/05) and IR 11B-4 (1/01/11). IR 11B-4 (1/01/11) removed the requirement for a “staggered” pattern and now calls for the “square grid” (in-line) pattern.
- Cast In Place Tactile Warning Surface Tiles (REP) will meet or exceed the following test criteria using the most current test methods:
 - Compressive Strength: 28,900 psi minimum when tested in accordance with the ASTM D695.
 - Flexural Strength: 29,300 psi minimum when tested in accordance with ASTM D790.
 - Water Absorption: Not to exceed 0.10% when tested in accordance with ASTM-D570
 - Slip Resistance: 1.05 minimum wet and 1.18 dry static coefficient of friction when tested in accordance with ASTM C1028.
 - Flame Spread: 25 maximum when tested in accordance with ASTM E84.
 - Salt and Spray Performance of Tactile Warning Surface: No deterioration or other defects after 200 hours of exposure, when tested in accordance with ASTM-B117.

- Chemical Stain Resistance: No reaction to 1% hydrochloric acid, motor oil, calcium chloride, gum, soap solution, bleach, and antifreeze when tested in accordance with ASTM D543.
- Abrasion Resistance: 500 minimum when tested in accordance with ASTM C501.
- Accelerated Weathering of Tactile Warning Surface when tested by ASTM-G155 or ASTM G151 will exhibit the following results: $\Delta E < 5.0$ at 2,000 hours minimum exposure.
- Tensile Strength: 11,000 psi minimum when tested in accordance with ASTM D638.
- AASHTO-H20 Load Bearing Test: No damage at 16,000# loading.
- Freeze/Thaw/Heat: No deterioration when tested in accordance with ASTM C1026.

8.1.5. Delivery, Storage, and Handling

- Cast In Place Replaceable Tactile Warning Surface Tiles (REP) will be suitably packaged or crated to prevent damage in shipment or handling. Finished surfaces will be protected by sturdy wrappings.
- Storage Facility
 - Store REP Tiles in an area that is an acceptable temperature range (40-90 degrees). In particular protect sealants from freezing.
 - Maintain Storage Facility in a clean dry condition to prevent contamination or damage to REP Tiles and incidentals.

8.1.6. Guarantee

- REP Tiles will be guaranteed in writing for a period of five (5) years from the date of the Contracts final completion. The guarantee includes manufacturing defects, breakage, and deformation.

9. PRODUCTS

9.1. Materials

- Composition: REP Tiles will be manufactured using a matte finish exterior grade homogenous (uniform color throughout thickness of product) glass and carbon reinforced polyester based Sheet Molding Compound (SMC) composite material. Truncated domes must contain fiberglass reinforcement within the truncated dome for superior structural integrity and impact resistance. A matte finish will be required on the Tactile Warning Surface for superior slip resistance performance superior to that offered by a gloss finish. Use of Tactile Warning Surface Products employing coatings or featuring layers of material with differing composition, performance, or color properties is expressly prohibited under this Section.
- Color: Color will be homogenous throughout REP Tile
 - Federal Yellow (Y) per Federal Standard 595B Table IV, Color No. 33538
 - Brick Red (R) per Federal Standard 595B Table IV, Color No. 20109
 - Clay Red (CR) per Federal Standard 595B Table IV, Color No. 22144
 - Safety Red (SR) per Federal Standard 595B Table IV, Color No. 31350
 - Black (B) per Federal Standard 595B Table IV, Color No. 37038
 - Dark Gray (G) per Federal Standard 595B Table IV, Color No. 36118
 - Safety Blue (B) per Federal Standard 595B Table IV, Color No. 15187
 - White (W) per Federal Standard 595B Table IV, Color No. 37925
 - Seattle Yellow (SY) per Federal Standard 595B Table IV, Color No. 23594
 - Houston Beige (Pantone #7529C)
- Domes: Square grid pattern of raised truncated domes of 0.2" nominal height, base diameter of 0.9" and top diameter of 0.45". The Federal Code of Regulations permits a truncated dome spacing range of 1.6"-2.4" For Superior wheelchair, walker and shopping

cart mobility, the preferred truncated dome spacing will have a center-to-center (horizontally and vertically) spacing of 2.35", measured between the most adjacent domes on square grid.

- Configuration: REP Tile sizes will be as indicated on the Contract Drawings. The REP Tiles will feature a minimum of eight (8) embedded corrosion resistant 1 ½" corrosion resistant concrete inserts with ½" x 1 ½" heavy duty steel bolts and washers. Bolts must be covered with a structural water tight cap. Bolts must be located BETWEEN the truncated domes (in the field) for maximum protection of the bolt integrity. Bolts are NOT to be located in the truncated dome.
 - The field area will consist of a non-slip textured surface with a minimum static coefficient of friction of 0.80 wet and dry.
 - At a minimum, REP Tile thickness will measure ¼" nominal exclusive of the perimeter minimum 3/8" thick (nominal) by 1" wide flange. The body of the Tactile Warning Surface Tile must consist of a SOLID body for maximum strength and to eliminate the possibility of air entrapment and cracking.
- Radius REP Tile:
 - Radius REP Tile measures 24"x33.25" and features reverse score lines on each 24" dimension for a 10', 15', and 20' radius condition. The radius REP Tile out of the box measures 11'-6" radius.
 - Truncated domes feature proper dome alignment for a radius application. Radius REP Tile will be cut to the appropriate configuration using the reverse score lines as a guide.
- Truncated Dome Surface of REP Tile will be protected with factory installed plastic sheeting for cleanliness during the installation process. Basic installation guidelines will be printed on the plastic sheeting in both English and Spanish for customer convenience.
- Dimensions: REP Tiles will be held within the following dimensions and tolerances:
 - Specifiers Note: Edit section below by selecting desired length and width. Delete non-relevant dimensions.
 - Length and Width:
Rectangular REP Tile: 2.35" Dome Spacing: [24"x36"] [24"x48"] [24"x60"]
[36"x48"] [36"x60"]
Radius REP Tile: .. 1.6" – 2.4" Dome Spacing [24"x33.25"]
- Cleaning materials used on site will have code acceptable low VOC solvent content and low flammability.
- The Specifications of the concrete, sealants and related materials will be in accordance with the Contract Documents and the guidelines set by their respective manufacturers.

9.2. Manufacturers

- Available manufacturers subject to compliance with these Specifications include, but are not limited to the following:
 - ADA Solutions Inc. of Chelmsford, MA (phone 800-372-0519, Fax 978-262-9125, website: www.adatale.com, E: infor@adatale.com) or approved equal.
 - Requested for Approved Equal Status must be submitted and approved by the Town during the Bid Phase.

9.3. Equipment

- Vendor will provide will provide all tools, equipment, and services required for satisfactory installation per manufacturer's instructions as Incidental Work. Equipment, which may be required include typical mason's tools. A 2' long level with electronic scope readout, two (2) 25 pound weight, and a rubber mallet with a piece of wood for tamping down the Tactile Warning Unit(s).

10. EXECUTION

10.1. Preparation

- During all concrete pouring and REP Tile installation procedures, ensure adequate safety guidelines are in place and that they are in accordance with the applicable industry and government standards.
- The physical characteristics of the concrete will be consistent with the Bid Document Specifications while maintaining a slump range of 4-7 to permit solid placement of the REP Tile. An overly wet mix will cause the REP Tile to float. Under these conditions suitable weights such as two (2) concrete block or sandbags (25 pounds) will be placed on each REP Tile.
- The concrete will be poured and finished, true and smooth to the required dimensions and slope prior to REP Tile replacement.

10.2. Installation

- Successful Vendor will not be allowed to install Tactile Warning Surface Tiles until all submittals have been reviewed and approved by the Town's Project Manager.
- REP Tile will be installed per manufacturer's instructions.
- To the maximum extent possible the REP Tiles will be oriented such that the rows of in-line truncated domes are parallel with the direction of the ramp. When multiple REP Tiles, regardless of the size used, the truncated domes will be aligned between the Tactile Warning Surface Tiles and throughout the entire Tactile Warning Surface installation.
- In accordance with the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Rights of Way (7/23/11, Access Board): Sections 304+305), Tactile Warning Surface Tile will be located relative to the curb line as shown within Sections 304+305 of the Guidelines.
- The REP Tiles will be tamped or vibrated into the fresh concrete to ensure that there are no voids or air pockets, and the field level of the Tactile Warning Surface Tile is flush to the adjacent concrete surface or as the Drawings indicate to permit proper water drainage and eliminate tripping hazards between adjacent finishes.
- On Continuous Runs: The Successful Vendor will leave a 1/8" nominal gap between successive Tactile Warning Surface Tiles. As part of the concrete finishing operation, the Successful Vendor will apply 1/4" edge treatment around the perimeter of the Tactile Warning Surface Tiles to facilitate future replacement of the Tactile Warning Surface Tile. A urethane sealant such as Sikaflex 1a or BASF NP1 will be applied to the edge treatment for a watertight Tactile Warning Surface Tile installation.
 - The manufacturer recommends that a maximum of 30 feet be installed in any single pour. Please call 800-372-0519 for further details.

10.3. Cleaning and Protecting

- Protect REP Tiles against damage during construction period to comply with REP Tiles manufacturer's specifications.
- During and after the REP Tile installation and the concrete curing stage, it is impertive that there are no walking, leaning, or external forces placed on the REP Tile to rock the REP Tile, causing a void between the underside of the REP Tile and the concrete substrate.

- Remove protective plastic sheeting from REP Tile within twenty-four (24) hours of installation of the REP Tile. Particularly under hot weather condition (80 degrees or higher), plastic sheeting will adhere strongly (resulting in difficult removal of same) to Tactile Warning Surface Tile when not removed quickly.
- If requested by the Project Manager, clean REP Tiles not more than four (4) days prior to date scheduled for inspection intended to establish date of substantial completion in each area of Work. Clean REP Tile by method specified by Tactile Warning Surface Products manufacturer.

END OF SECTION

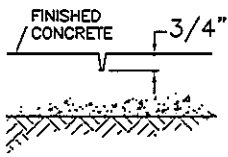
OCEAN CITY STANDARDS

SECTION 2

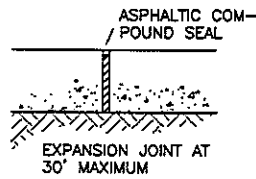
SIDEWALKS / CURBS

STANDARD NO.

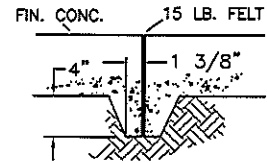
CITY SIDEWALK	S-2.01
CITY SIDEWALK/ ADA DRIVEWAY SLOPES.....	S-2.01A
CITY SIDEWALK/ ADA HANDICAP RAMP ON TRANSITION CURB	S-2.01B
CITY SIDEWALK/ ADA HANDICAP RAMP ON PARALLEL CURB.....	S-2.01C
8' CITY CURB	S-2.02
24" ROLL CURB	S-2.03
CITY SIDEWALK AND ROLL CURB	S-2.03B
8" WEDGE CURB	S-2.04
MARYLAND SHA TYPE "A" CURB & GUTTER	S-2.05
MARYLAND SHA TYPE "A" CURB & GUTTER AND CITY SIDEWALK FOR MD. ROUTE 528 (COASTAL HIGHWAY).....	S-2.06



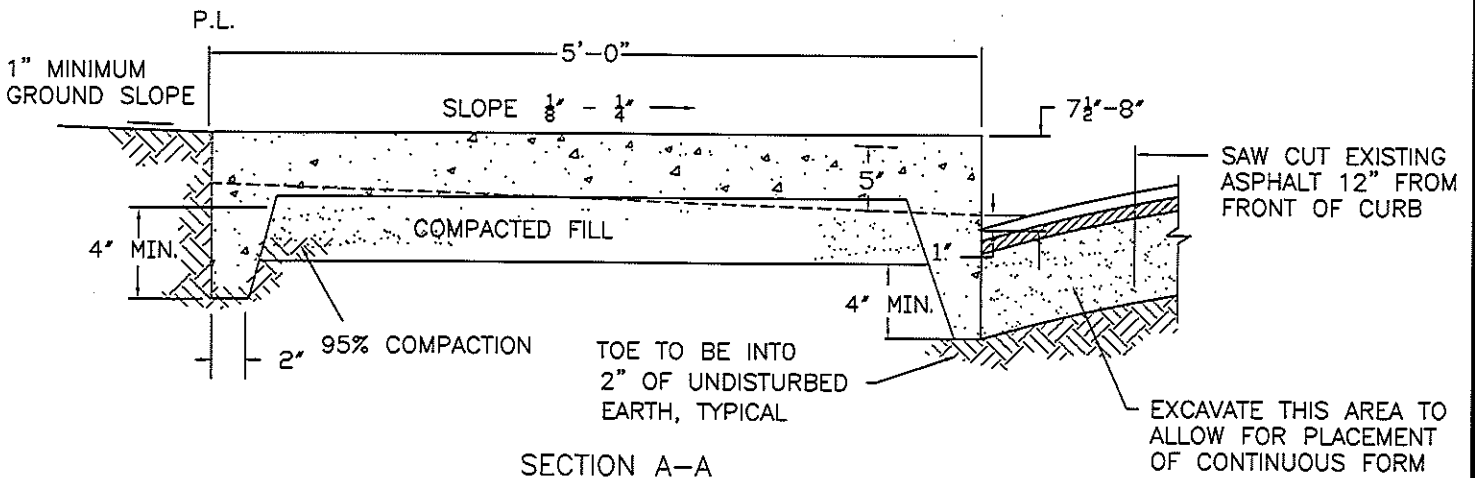
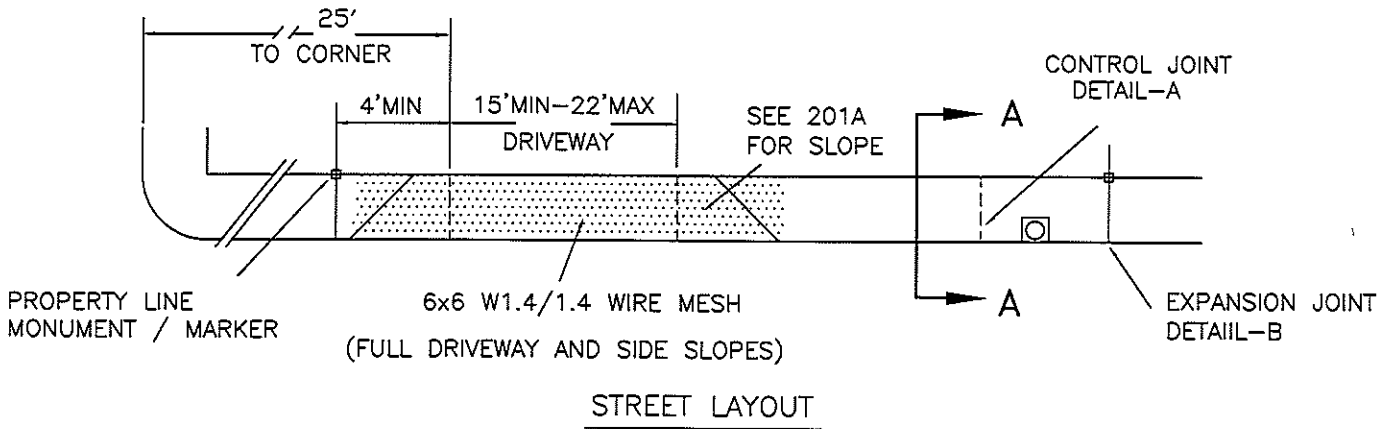
DETAIL - A
CONTROL JOINT @ 10' O.C.



DETAIL - B
EXPANSION JOINT



DETAIL - C
CONSTRUCTION JOINT



SECTION A-A

NOTES

1. FLOAT AND BROOM FINISH WITH SLOPED SURFACE TO DRAIN 1/8" L.F.
2. ALL CONCRETE TO BE 3,000 PSI MINIMUM IN 28 DAYS.
3. INSPECTION REQUIRED BEFORE POURING (ENGINEERING DEPT.)
4. THE SIDEWALK IS TO BE PLACED ON THE LOT SIDE OF THE PROPERTY LINE, IF THE STREET WIDTH IS LESS THAN 50'
5. FOR SIDEWALK INSTALLATION, A LOT SURVEY SHOWING GRADES AT PROPERTY LINE, & STREET CENTER LINE, MAYBE REQUIRED
6. STEEL FORMS; RADIUS TO BE STEEL FLEXIBLE TRUE TO FORM LINE AND GRADE; ALL FORMS TO BE UNIFORM. FRONT SIZE 12"; REAR SIZE 8"
7. PLACE EXPANSION JOINTS AT FIRE HYDRANTS, UTILITY POLES, RAMPS, OR OTHER STRUCTURES WITHIN SIDEWALK AREA
8. FOR RELOCATION OF HYDRANTS, UTILITY POLES, ETC., NOTIFY PROPER PARTY, WELL IN ADVANCE OF INSTALLATION.
9. IN EVENT THE ROAD GRADE IS BELOW DESIGN GRADE, TOE REQUIRED AT 4" MINIMUM BELOW EXISTING CONDITION.
10. ALL DRIVEWAYS TO BE HANDICAPP ACCESSABLE SIDE SLOPES TO BE 1:12 FALL, MAXIMUM CROSS SLOPE 4% - SEE 201A

3X4-1
S-201

DRAWN BY:

K. JORDAN
Rev. C. Blazer

APPROVED BY:

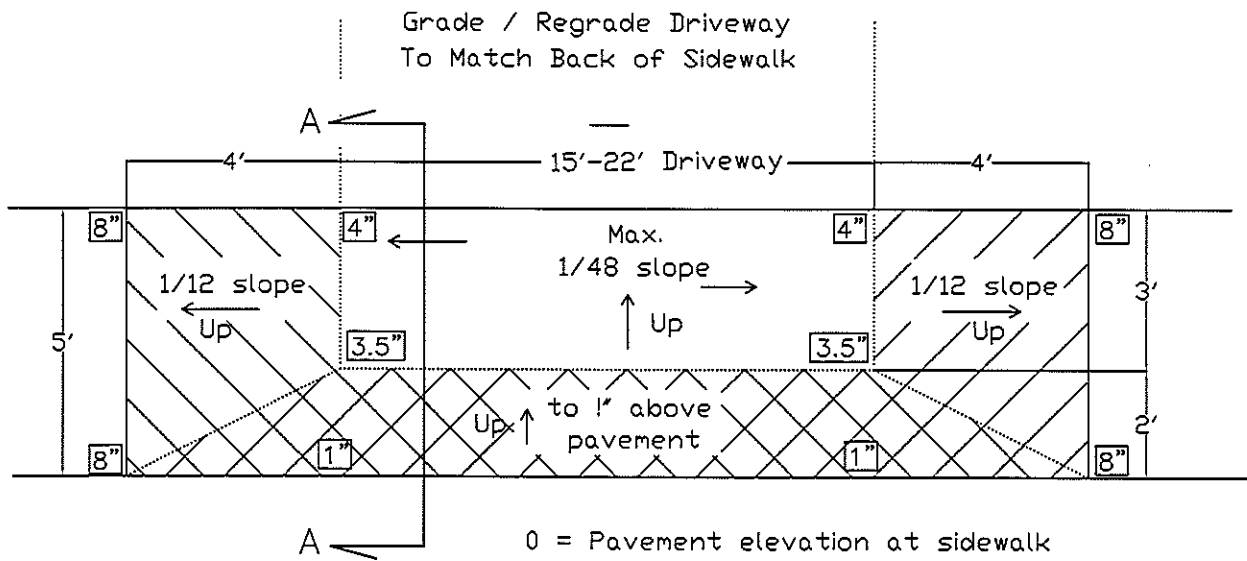
DATE: 3-9-95
REV 4-1-07;
REV 10-23-13
REV 11-28-16

DATE:

OCEAN CITY STANDARDS
SIDEWALKS / CURBS
5' WIDE CITY SIDEWALK

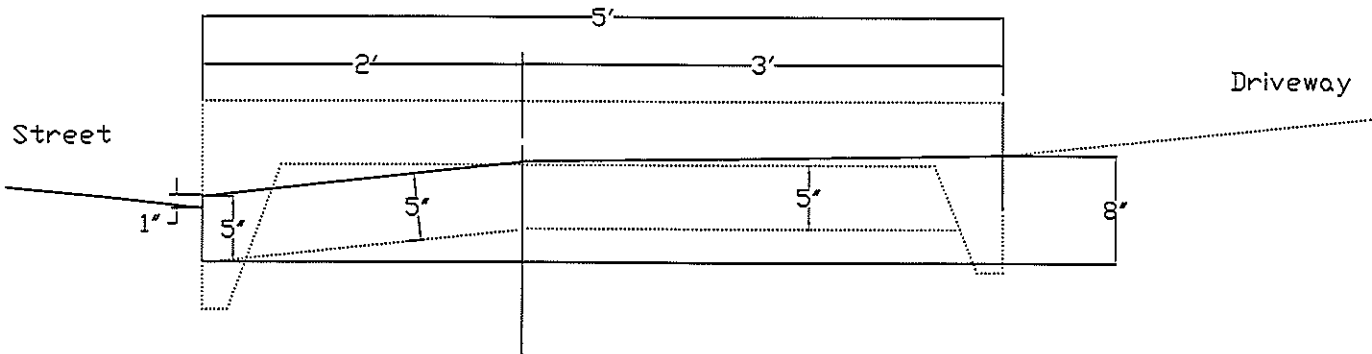
STANDARD NO.

S-2.01



PLAN

SCALE 1/4" = 1'



PROFILE A-A

SCALE 3/4" = 1'

NOTES

1. Refer to Ocean City Standard S-2.01 Sidewalk for construction details.

DRAWN BY:
K. JORDAN
rev. by *C. BLAZER*

APPROVED BY:

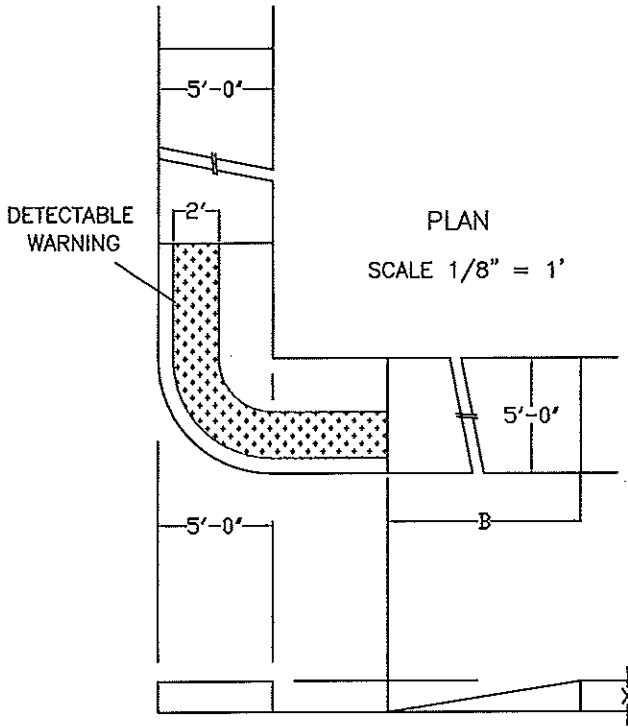
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Revised 10-23-13
Revised 11-28-16

DATE:

OCEAN CITY STANDARDS
SIDEWALKS / CURBS
ADA DRIVEWAY SLOPES

STANDARD NO.

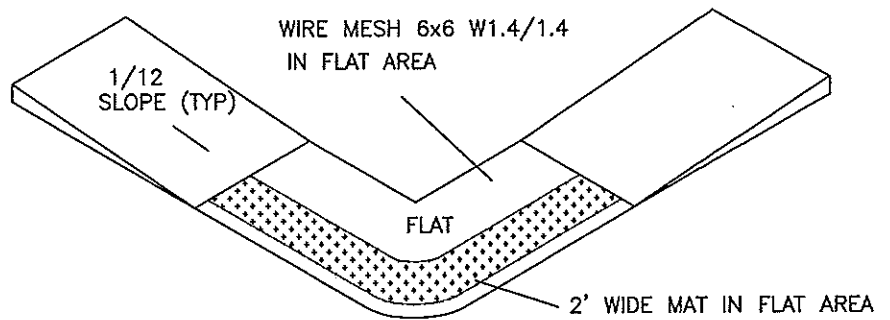
S-201A



NOTES

1. HANDICAPP RAMP TO MEET OCEAN CITY SIDEWALK STANDARDS
2. RAMP TO BE HANDICAP ACCESSIBLE ALL SLOPES TO BE 1:12 FALL; MAXIMUM CROSS SLOPE 4%
3. INSPECTION BY THE TOWN OF OCEAN CITY ENGINEERING DEPT. 289-8845

HCP RAMP SLOPE CHART			
X	A	B	C
8"	-	8'	-
7"	-	7'	-
6"	-	6'	-
5"	-	5'	-
4"	-	4'	-
3"	-	3'	-
2"	-	2'	-
1"	-	1'	-



ISOMETRIC VIEW

DRAWN BY: <i>K. JORDAN</i>	APPROVED BY:	OCEAN CITY STANDARDS SIDEWALKS \ CURBS ADA HANDICAP RAMP ON TRANSITION CURVE	STANDARD NO.
DATE: 11-17-08	DATE:		S-201B

HCP RAMP SLOPE CHART			
X	A	B	C
8"	-	8'	-
7"	-	7'	-
6"	-	6'	-
5"	-	5'	-
4"	-	4'	-
3"	-	3'	-
2"	-	2'	-
1"	-	1'	-

DETECTABLE WARNING MAT FULL WIDTH

8' MAX.

NOTES

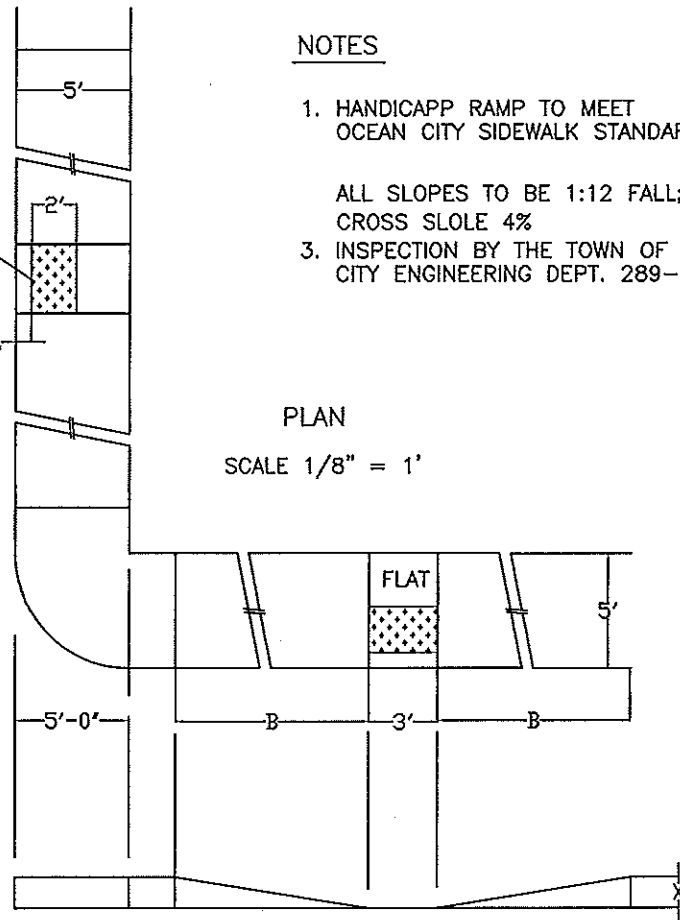
1. HANDICAPP RAMP TO MEET OCEAN CITY SIDEWALK STANDARDS

ALL SLOPES TO BE 1:12 FALL; MAXIMUM CROSS SLOPE 4%

3. INSPECTION BY THE TOWN OF OCEAN CITY ENGINEERING DEPT. 289-8845

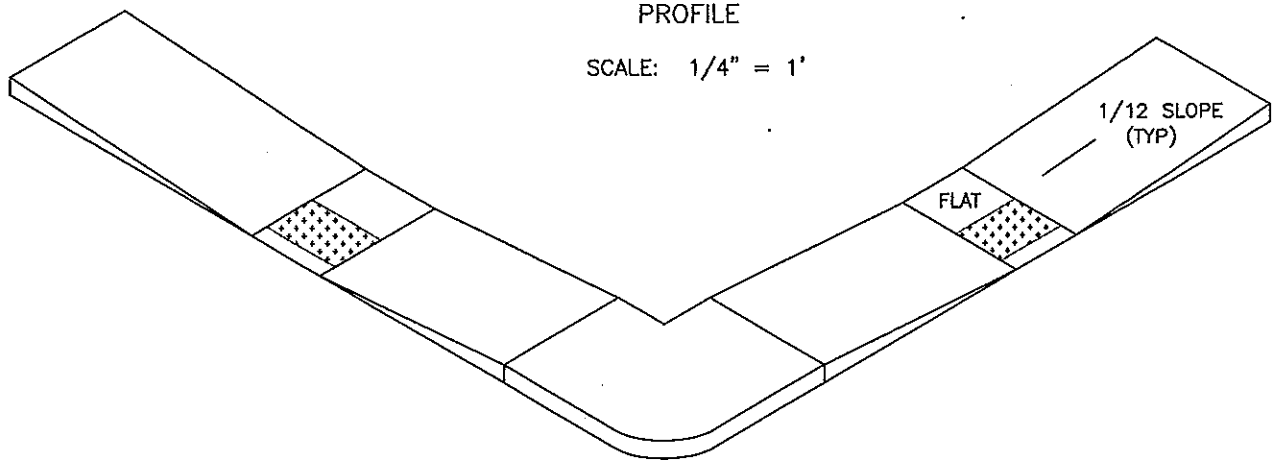
PLAN

SCALE 1/8" = 1'



PROFILE

SCALE: 1/4" = 1'



ISOMETRIC VIEW

DRAWN BY:
K. JORDAN

APPROVED BY:

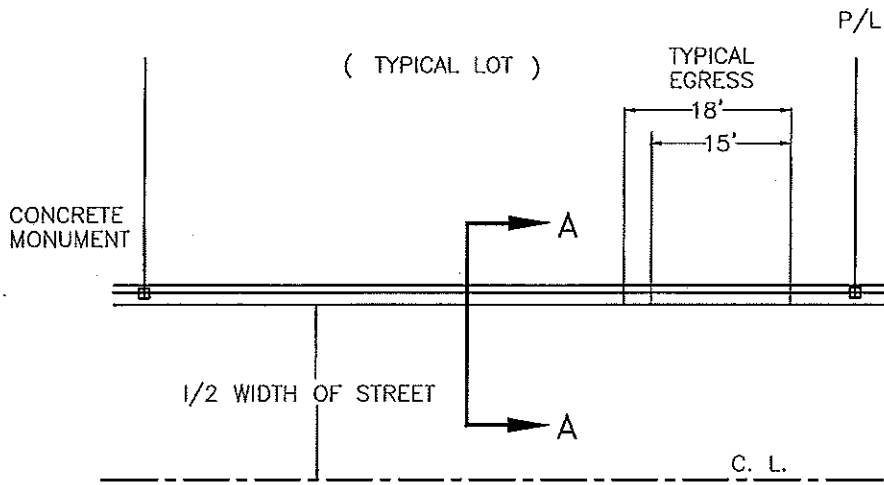
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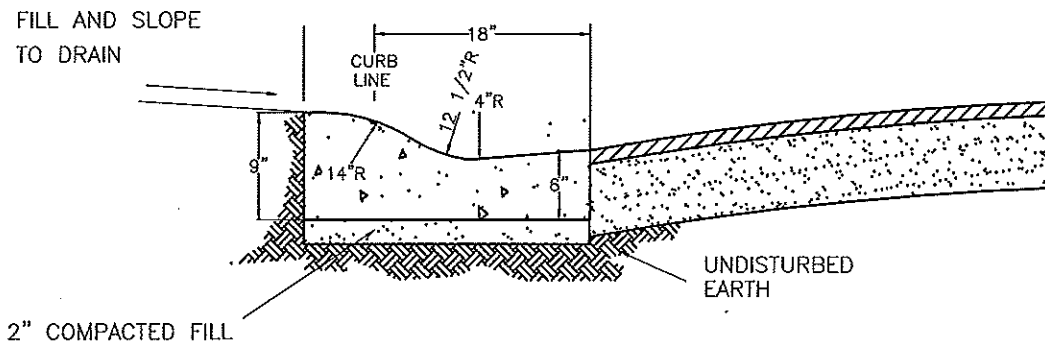
OCEAN CITY STANDARDS
SIDEWALKS \ CURBS
ADA HANDICAP RAMP ON PARALLEL CURB

STANDARD NO.

S-201C



STREET PLAN



SECTION A-A

NOTES

1. FLOAT AND BROOM FINISH
2. ALL CONCRETE TO CONFORM TO BUILDING CODE (A.C.I. 318) REQUIREMENTS FOR REINFORCED CONCRETE 63 OR AS AMENDED TO DATE
3. ALL CONCRETE TO BE 3,000 PSI MINIMUM IN 28 DAYS.
4. INSTALL 1/2" PREMOLD EXPANSION JOINT MAXIMUM AT 30'.0.
5. INSPECTION REQUIRED BEFORE POURING (ENG. DEPT.)
6. FOR INSTALLATION, A LOT SURVEY SHOWING GRADES AT PROPERTY LINE, AND STREET CENTER LINE MAYBE REQUIRED.

S-203

3X4-1

DRAWN BY:
K. JORDAN

APPROVED BY:

OCEAN CITY STANDARDS

STANDARD NO.

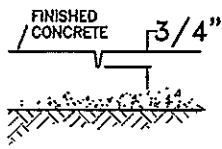
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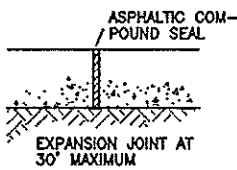
SIDEWALKS / CURBS

S-2.03

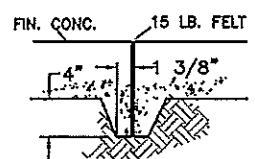
24" ROLL CURB



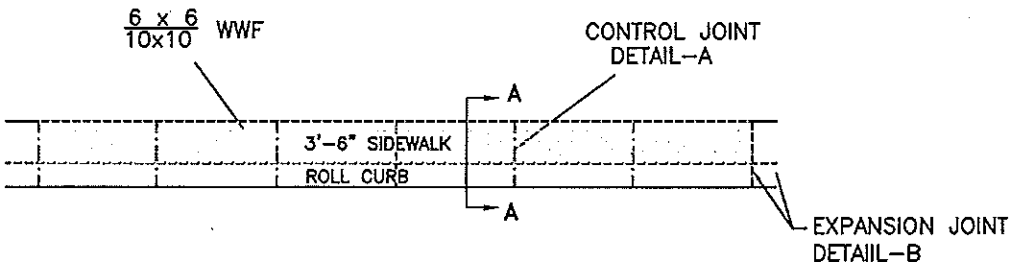
DETAIL - A
CONTROL JOINT @ 10' O.C.



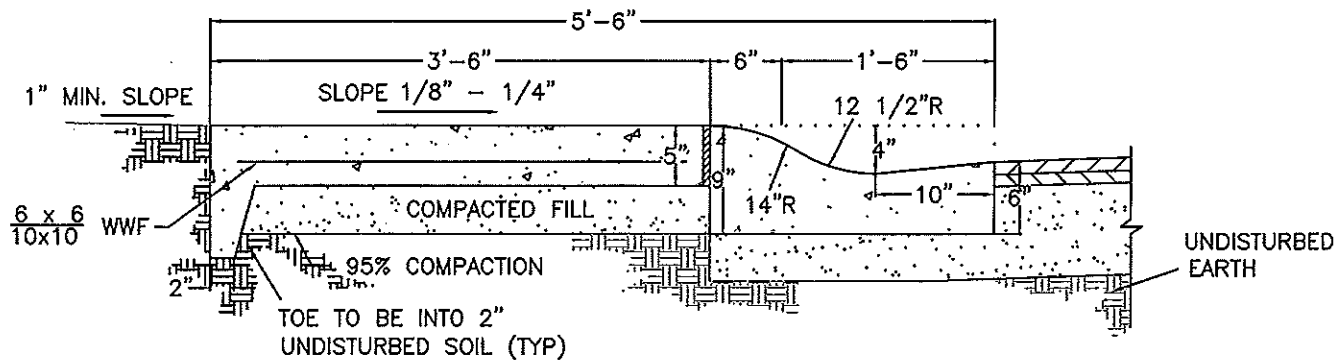
DETAIL - B
EXPANSION JOINT



DETAIL - C
CONSTRUCTION JOINT



STREET LAYOUT



SECTION A-A

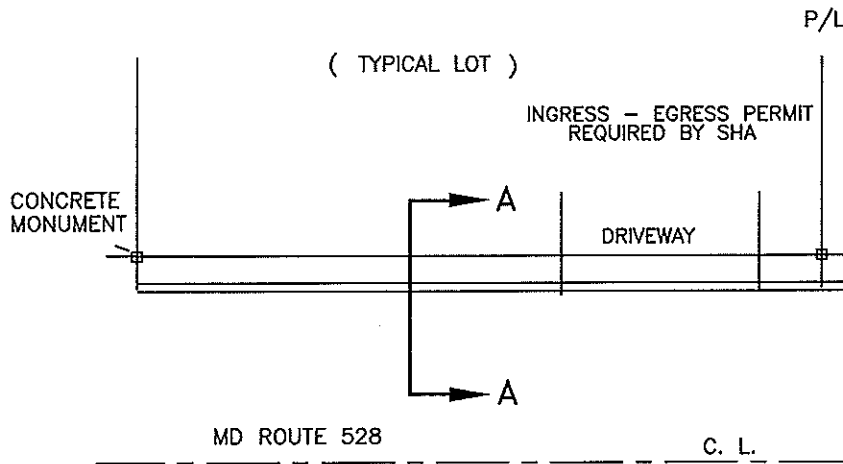
NOTES

1. FLOAT AND BROOM FINISH WITH SLOPED SURFACE TO DRAIN 1/8" L.F.
2. ALL CONCRETE TO BE 3,000 PSI MINIMUM IN 28 DAYS.
3. INSPECTION REQUIRED BEFORE POURING (ENGINEERING DEPT.)
4. THE SIDEWALK IS TO BE PLACED ON THE LOT SIDE OF THE PROPERTY LINE, IF THE STREET WIDTH IS LESS THAN 50'
5. FOR SIDEWALK INSTALLATION, A LOT SURVEY SHOWING GRADES AT PROPERTY LINE, & STREET CENTER LINE, MAYBE REQUIRED
6. MINIMUM 12" STEEL FORMS; RADIUS TO BE STEEL FLEXIBLE TRUE TO FORM LINE AND GRADE; ALL FORMS TO BE UNIFORM.
7. PLACE EXPANSION JOINTS AT FIRE HYDRANTS, UTILITY POLES, RAMPS, OR OTHER STRUCTURES WITHIN SIDEWALK AREA
8. FOR RELOCATION OF HYDRANTS, UTILITY POLES, ETC., NOTIFY PROPER PARTY, WELL IN ADVANCE OF INSTALLATION.
9. IN EVENT THE ROAD GRADE IS BELOW DESIGN GRADE, TOE REQUIRED AT 4" MINIMUM BELOW EXISTING CONDITION.
10. ALL DRIVEWAYS TO BE HANDICAPP ACCESSIBLE SIDE SLOPES TO BE 1:12 FALL; MAXIMUM CROSS SLOPE 4%.

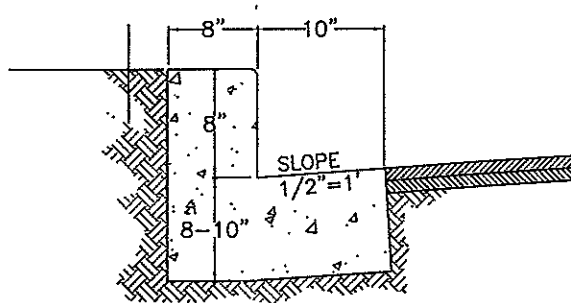
DRIVEWAY SLOPE CHART			
X	A	B	C
8"	3'	8'	3"
7"	2'	7'	2"
6"	1'	6'	1"
5"	-	5'	-
4"	-	4'	-
3"	-	3'	-
2"	-	2'	-
1"	-	1'	-

3X4-1
S-201

DRAWN BY: <i>K. JORDAN</i>	APPROVED BY:	<h2 style="margin: 0;">OCEAN CITY STANDARDS</h2> <h3 style="margin: 0;">SIDEWALKS</h3> <p style="margin: 0;">5' WIDE CITY SIDEWALK W/ ROLL CURB</p>	STANDARD NO. <h2 style="margin: 0;">S-2.03B</h2>
DATE: 3-9-96 REVISION 4-19-07	DATE:		



STREET PLAN



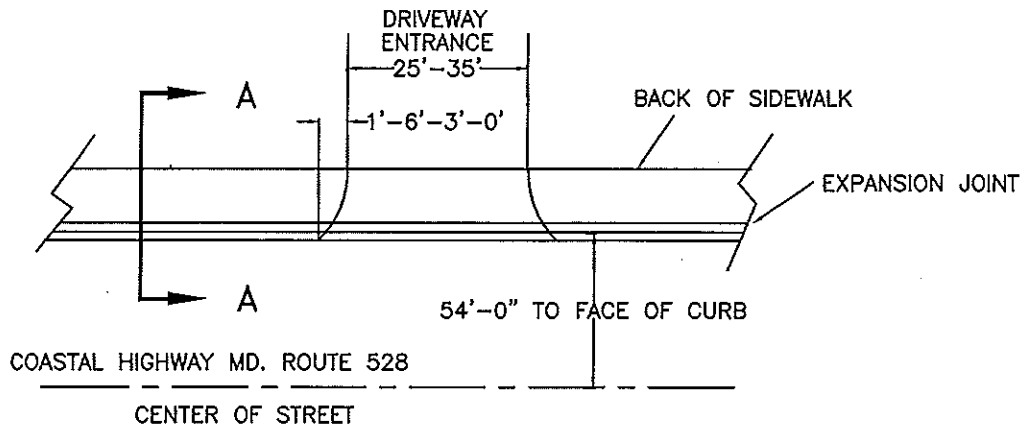
SECTION A-A

NOTES

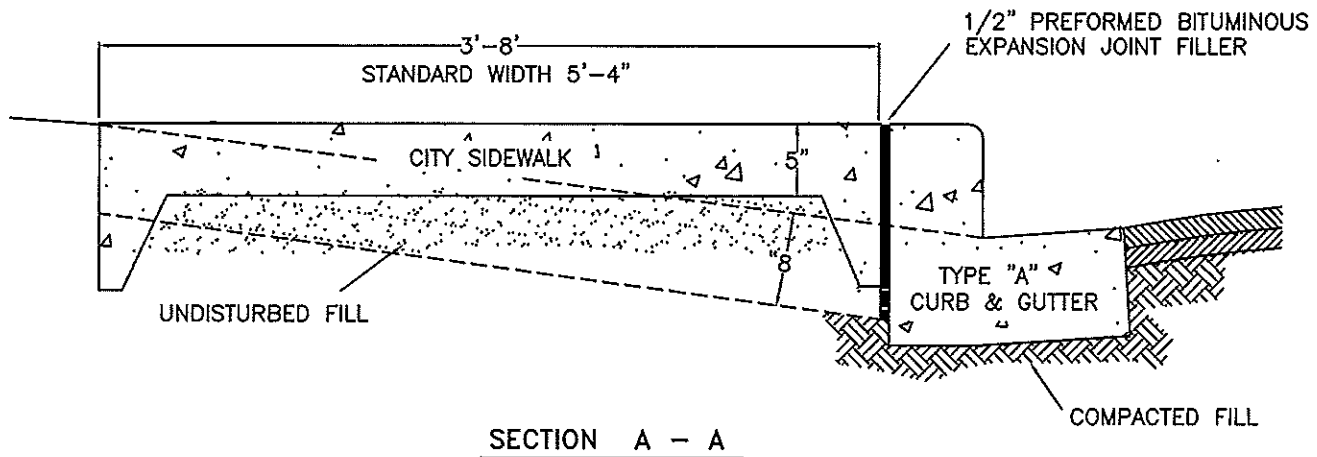
1. CURB & GUTTER TO MEET MARYLAND STATE HIGHWAY ADMINISTRATION'S STANDARDS AND SPECIFICATIONS - 620.02 TYPE A
2. PERMIT IS REQUIRED FROM MARYLAND SHA PRIOR TO INSTALLATION ON MARYLAND ROUTE 528 (OCEAN HIGHWAY). CONTACT SHA OFFICE IN SALISBURY MARYLAND (410-543-6715)
3. INSPECTION BY STATE HIGHWAY FOR INSTALLATION ON MARYLAND ROUTE 528 (OCEAN HIGHWAY)
4. INSPECTION BY TOWN OF OCEAN CITY (ENGINEERING DEPT.) FOR INSTALLATION ON ANY CITY STREET OR R.O.W. CONTACT ENGINEERING DEPT. AT CITY HALL (410-289-8221)

S-205
3X4-1

DRAWN BY: <i>K. JORDAN</i>	APPROVED BY:	OCEAN CITY STANDARDS SIDEWALKS / CURBS MARYLAND SHA TYPE " A " CURB & GUTTER	STANDARD NO.
DATE: 8-18-95	DATE:		S-2.05



STREET LAYOUT



SECTION A - A

NOTES

1. TYPE "A" CURB TO MEET MD. S.H.A. SPECIFICATIONS.
2. SIDEWALK TO MEET OCEAN CITY SIDEWALK STANDARDS WITH THE FOLLOWING EXCEPTIONS;
 - A. THE DRIVEWAY RAMP WITH A THICKNESS OF 5" AND WIRE MESH, IS REPLACED WITH AN 8" THICK RAMP AND NO WIRE MESH.
 - B. DRIVEWAYS TO BE 25'-35' WIDE AS APPROVED BY THE MD. SHA WITH AN ACCESS PERMIT OBTAINED
3. TRAFFIC CONTROL DURING CONSTRUCTION IS TO MEET THE SHA STANDARDS.
4. THE SIDEWALK WIDTH VARIES BETWEEN 3'-7' DEPENDING ON THE DISTANCE BETWEEN THE CURB LINE PROPERTY LINE. THE CURB LINE (FACE OF CURB) IS ALWAYS 54'-0" FROM THE CENTER OF THE HIGHWAY

S-206
3X4-1

DRAWN BY: <i>K. JORDAN</i>	APPROVED BY:	OCEAN CITY STANDARDS SIDEWALKS / CURBS MARYLAND SHA TYPE "A" CURB AND CITY SIDEWALK FOR MARYLAND ROUTE 528 (COASTAL HIGHWAY)	STANDARD NO.
DATE: 3-13-95	DATE:		S-2.06