

**COMMISSIONERS OF LEONARDTOWN**  
**INVITATION FOR BIDS**  
**OPEN END CONTRACT SERVICES FOR IMPROVEMENTS,**  
**ALTERATIONS, REPAIR, OR MAINTENANCE TO**  
**WATER DISTRIBUTION AND SEWERAGE COLLECTION SYSTEMS,**  
**ROADS, CURBS, DRAINAGE DEVICES AND SIDEWALKS.**

**Sealed bids, addressed to the Capital Construction Coordinator, and marked “BID FOR CONTRACT SERVICES FOR PUBLIC WORKS” will be received at the office of the Commissioners of Leonardtown, 41660 Courthouse Dr. Leonardtown, Maryland 20650 October 23, 2015 at 10:00 a.m.**

**A pre-bid meeting will be held, October 1, 2015 at 10:00 a.m. at the Town of Leonardtown office conference room. A bid opening will be scheduled for October 23, 2015 at 10:00 a.m. All potential bidders are invited to attend.**

**The work to be performed under the contract consists of furnishing labor, service, equipment, and materials for services for improvements, alterations, repair or maintenance, to water distribution and sewerage collection systems, roads, curbs, drainage devices and sidewalks. Questions should be directed to Tony Wheatley, Capital Construction Coordinator, at (301) 475-9791.**

**The Commissioners of Leonardtown reserves the right to reject any and all bids and proposal, and to accept any proposal deemed to be in the best interest of the Town.**

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**SECTION 1**

**INSTRUCTIONS FOR BIDDERS**

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**SECTION 1**

## INSTRUCTIONS FOR BIDDERS

### **1-01 FAMILIARITY WITH THE WORK**

Before submitting a Bid, the bidder shall familiarize and satisfy himself as to the conditions under which this Contract will be performed.

### **1-02 FAMILIARITY WITH LAWS, ETC.**

The Bidder is assumed to have made himself familiar with all Federal, State, Local and Municipal laws, ordinances, rules and regulations which in any manner affect those engaged or employed in the work, or the material or equipment used in or upon the work, or in any way affect the works; and no plea of misunderstanding will be considered on account of the ignorance thereof. If the Bidder shall discover any provision in the Contract Documents which is contrary to, or inconsistent with, any such law, ordinance, rule or regulation, he shall forthwith report it to the Town in writing.

### **1-03 MARYLAND SALES TAX**

Materials that are used in the work under this Contract are exempt from Maryland State Sales Tax.

### **1-04 INTERPRETATION BY ADDENDUM**

(a) No oral interpretation shall be made to any bidder as to the meaning of any of the Contract Documents, or be effective to modify any of the provisions of the Contract Documents. If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the Contract Documents, he may submit to the Town Administrator a written request for an interpretation thereof. Said request must be delivered to the Town Administrator not less than (10) days prior to the date of bid opening. The Town Administrator will issue an addendum to the contract giving his/her determination and/or interpretation, which will be mailed to anyone who has obtained bid documents from the Town.

(b) The Town will not be responsible for any other interpretation.

### **1-05 QUALIFICATION OF BIDDERS**

(a) In order to qualify for the award of work under this Contract each Bidder must submit with his bid a qualification statement that the Town has supplied with the Bid Form. The purpose of this form will be to demonstrate to the Town the Bidders' qualification and work experience to perform the work under this Contract.

(b) Along with his bid, the Bidder shall supply the Town with a list of any and all litigation in which he has been a plaintiff or defendant involving any owner, architect or engineer over the past five years. This list should be in sufficient detail to explain the positions of the various parties and the ultimate outcome as to the damage awarded (if any). This list shall be considered material with respect to consideration of the bidder for the final awarding of any contract connected with the bid.

(c) The information so furnished by the Bidder, together with any other pertinent information received or possessed by the Town, will be taken into consideration in determining the award of the Contract.

(d) The Town reserves the right to reject the Bid of any bidder who fails to furnish promptly and properly all

the information called for as aforesaid, when notified to do so.

#### **1-06 DELIVERY OF PROPOSALS**

A bid opening will be scheduled for October 23, 2015 at 10:00 a.m. at that time will be opened. Faxed Bids will not be accepted.

#### **1-07 WITHDRAWAL OF BIDS**

Any bidder may withdraw his bid, either personally or by written request at any time prior to scheduled time for opening bids. No Bidder may withdraw his bid for a period of 90 days after the date of the actual opening thereof unless permitted to do so by the Town, and all bids shall be subject to acceptance by the Town during this period.

#### **1-08 METHOD OF AWARD**

It is expected that the Town Commissioners will vote to accept a bid proposal during their Town Council meeting on Thursday, November 9, 2015. The Town Council meeting begins at 4:00 p.m.

(a) The Town will award this Contract to the Bidder who submits the bid that best serves the interest of the Town taking into consideration the following items:

1. Price (hourly rates)
2. Qualifications of the Bidder
3. Location of Bidder
4. Bidders previous experience on similar work

(b) Bids may be rejected if they have any omissions, alteration of form, additions not called for, conditional or alternate Bids not called for, or irregularities of any kind.

(c) The Bidder will complete the Bid proposal.

(d) The right is reserved by the Town to reject any or all bids, to waive technical defects, and to accept the bid that in its judgement is in the best interest of the owner. Though price is important, the Town is not obligated to necessarily accept the lowest bid.

#### **1-09 EXECUTION OF CONTRACT DOCUMENTS**

The successful Bidder will be officially notified by letter of the award of the Contract by the Town. Within ten (10) working days after the date of notification of award, the successful Bidder shall execute in ink the Contract Documents on the forms supplied.

**SECTION 2**

**DEFINITION OF TERMS**

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<b>2-01</b>	<b>Definitions</b>
<b>2-02</b>	<b>Jargon</b>
<b>2-03</b>	<b>Subject Headings</b>
<b>2-04</b>	<b>Town Administrator or Utilities Superintendent to Act for Town</b>

## SECTION 2

### DEFINITIONS OF TERMS

#### 2-01 DEFINITIONS

Whenever in the contract documents the following terms, or pronouns in place of them, are used, the intent and meaning shall interpreted as follows:

**“ADDENDA”....** Written or graphic instruments issued prior to the opening of the Bids, which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS AND SPECIFICATIONS by additions, deletions, clarification or corrections.

**“ARTICLE”....** Any article, material, commodity, device or thing.

**“BID”....** The offer or proposal of the BIDDER submitted on the prescribed forms, setting forth the prices for the WORK to be performed.

**“BIDDER”....** Any person, firm or corporation submitting a BID for the WORK.

**“CHANGE ORDER”....** A written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing adjustment in the CONTRACT PRICE or CONTRACT TIME issued after the effective date of the Agreement.

**“CONTRACT AGREEMENT”....** The Agreement between the CONTRACTOR and the OWNER which is a document forming a part of the Contract.

**“CONTRACT DOCUMENTS”....** The Contract, including INVITATION FOR BIDS, INFORMATION FOR BIDDER, BID BOND, AGREEMENT, PAYMENT BOND, PERFORMANCE BOND, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, STANDARD DETAILS, SPECIFICATIONS and ADDENDA.

**“CONTRACT PRICE”....** The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS

**“CONTRACTOR”....** The person, firm or corporation with whom the OWNER has entered into the Agreement.

**“ENGINEER”** may also refer to the Town Administrator or the Town’s Utilities Superintendent.

**“INSPECTOR”....** An authorized representative of the Town assigned to make any or all necessary inspection of the WORK performed and materials furnished by the CONTRACTOR.

**“NEMA”....** National Electrical Manufacturers Association

**“NOTICE OF AWARD”....**The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.

**“OWNER”....** The party named in the Invitation for Bids and being the Commissioners of Leonardtown.

**“REPAIR”....** The word "Repair" where used in these Contract Documents, shall be taken to mean to restore after injury, deterioration, or wear; to mend, to renovate. by such means as appropriate and to supply such materials and labor, as necessary, to render the item to be repaired sound, solid, true, plumb, square, even smooth and fully serviceable. Upon completion of such repair it must be, unless otherwise stated, rendered to such

conditions as to present a first class finished work, or in instances where the repaired item serves as a base for additional finish, the repaired work must be such as to permit a first class finish, to be applied without extra cost to the Owner.

"SERVICE CALL"....The instance when the Owner deserves to have service provided under this Contract and so notifies the Contractor.

"SPECIFICATIONS".... A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

"SUBCONTRACTOR".... An individual firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

"SUPPLIER".... Any person or organization who supplies materials or equipment for the WORK, including that fabricated to special design, but who does not perform labor at the site.

"TOWN"....The Town of Leonardtown, Maryland, or its authorized representative.

"TOWN ADMINISTRATOR".... The official defined as same in the Town Charter, Sec. 4, or his authorized representative, usually the Utility Superintendent.

"WORK" .... Furnishing labor, service, equipment, and materials for services for improvements, alterations, repair or maintenance, to water distribution and sewerage collection systems, streets, curbs, drainage devices and sidewalks.

"WRITTEN NOTICE".... Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK.

## 2-02 JARGON

Work described in words that have a well known technical or trade meaning shall be held to refer to such recognized standard use.

## 2-03 SUBJECT HEADINGS

The heading and sub-heading used in the Contract Documents are intended for convenience of reference only, and shall not be considered as having any particular bearing on the interpretation thereof.

## 2-04 TOWN ADMINISTRATOR OR UTILITIES SUPERINTENDENT TO ACT FOR TOWN

Whenever any power is possessed by, or any act or thing is to be done by the Town under the Contract Documents, the exercise of such power or doing of such act or thing by the Town Administrator or the Utilities Superintendent shall be sufficient compliance therewith, unless by law or by the provisions of the Contract Documents some other officer or agent of the Town is required to act in the premises.

**SECTION 3**

**GENERAL PROVISIONS**

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## SECTION 3

### GENERAL PROVISIONS

#### 3-01 SCOPE OF WORK

(a) The work to be done is that work called for in the Specifications and other Contract Documents. The Contractor shall furnish all implements, machinery, tools, surveys, equipment, material, and labor necessary to the performance of the work and shall furnish and do everything necessary to make the work satisfactory, complete, neat and finished; and the Contractor shall leave all the work to be done under this Contract in this condition at the time the work is finally inspected.

(b) All incidental, minor and miscellaneous items, work materials for which no payment is specifically provided, and any items, work and materials not specified or shown which are necessary to complete the work and to maintain and repair the work, or which may be fairly implied as included, shall be done and furnished by the Contractor without extra charge.

#### 3-02 LAWS AND REGULATIONS

(a) The Contractor, at all times, shall observe and comply with all Federal, State, Local and Municipal laws, ordinances, rules and regulations in any manner affecting the work, and all such orders or decrees as exist at present and those which may be enacted later, of bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the Town from liability arising from or based on the violation of any such law, ordinance, rule, regulation, order or decree, whether such violations be by the Contractor, or any subcontractor or any of their agents and/or employees. Specific attention shall be given to regulations governing road closures.

(b) The Contractor shall, prior to, or at the time of executing the Contract herein referred to, exhibit to the Town all licenses required for the performance of the work referred to in the Contract Documents.

#### 3-03 INDEMNIFICATION OF THE TOWN

The Contractor shall pay, indemnify, and save harmless the Town, its agents and employees, (i.e. the Town will be listed as Co-Insured) from all suits, actions, claims, demands, damages, losses, expenses, and/or costs of every kind and description to which the Town may be subjected or put by reason of the violation of any law, ordinance, rule, regulation, order, or decree, or by reason of injury, including death, to persons or property resulting from the manner or method employed by the Contractor, his agents and employees, or subcontractor or from any neglect or default of the Contractor, his agents and employees, or subcontractors, in the performance of this Contract, or any part thereof, or from, by, or on account of any act or omission of the Contractor, his agents and employees, or subcontractors, and whether such suits, actions, claims, demands, damages, losses, expenses, and/or costs be against, suffered or sustained by other corporations and persons to whom the Town, its agents and employees may become liable therefor; and the whole or so much of the monies due or to become due the Contractor under the Contract as may be considered necessary by the Town, may be retained until such suits or claims for damages or injuries or release of the Town from any mechanics liens shall have been settled or otherwise disposed of, and satisfactory evidence to that effect shall have been furnished to the Town.

### 3-04 INSURANCE

#### (a) Workmen's Compensation and Employer's Liability Insurance:

Except as otherwise provided by law, the Contractor shall, at his own cost, and at all times maintain and keep in force during the life of the Contract the statutory Workmen's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under the Contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all employees, subcontractors and agents, and proof of all of such insurance shall be delivered to the Town within (10) days after the date of award of the Contract and shall be approved by the Town's Attorney before any work is begun.

#### (b) General Liability and Automobile Liability Insurance:

The Contractor shall, at his own cost, obtain and maintain during the life of the Contract such insurance as will protect him, any sub-contractor, and the Owner from any claims for damages for personal injury, including death, as well as from claims for damages to any property of the Town or of the public, which may arise from the operations under this Contract, whether such operations be by the Contractor, or any subcontractor or by any one directly or indirectly employed by either of them. The liability insurance shall under no circumstances be less than One Million Dollars (\$1,000,000) for injuries, including wrongful death sustained by any one person, and subject to the same limit for each person, be no less than Two Million Dollars (\$2,000,000) for injuries, including wrongful death, sustained by two or more persons in any one accident. The amount of property damage insurance shall not be less than One Million Dollars (\$1,000,000) limit per injury or destruction of property, a total or aggregate limit of Two Million Dollars (\$2,000,000) for all damages arising out of injury or destruction of property. Said insurance is to be issued in the name of the Owner and the Contractor as their interests may appear. The property damage insurance that the Contractor shall provide in the name of the Town shall also cover the collapse of or structural injury to any building or structure or damage to any public or private property including underground utilities. The Town shall be furnished with a certified true copy of the original insurance policy (not a certificate of insurance) as proof that said insurance is in proper form and in force. The certified true copy of the original policies for liability and property damage insurance shall be delivered to the Town within ten (10) days after the date of award of the Contract and approved by the Town's Attorney before any work is done.

### 3-05 LIMITATION OF LIABILITY

It is understood and agreed that any and all of the duties, liabilities, or obligations imposed upon, or assumed by, the Contractor, and the Surety, or either of them by or under the Contract Documents, shall be taken and construed to be cumulative, and that the mention of specific duty, liability, or obligation imposed upon, or assumed by, the Contractor or the Surety under the Contract Documents shall not be taken or construed as a limitation or restriction upon any or all of the other duties, liabilities, or obligations imposed upon, or assumed by, the Contractor or the Surety by, or under, the Contract Documents.

### 3-06 REMEDIES CUMULATIVE

All remedies provided in the Contract Documents shall be taken and construed to be cumulative, that is, in addition to any law and all other remedies provided therein and to any remedies in law equity that the Town would have in any case.

### **3-07 PERMITS, LICENSES, CHARGES, AND NOTICES**

The Contractor shall procure and pay for all permits and licenses, pay all royalties, fees, and charges, and give all notices necessary and incidental to the due and lawful prosecution of the work. Upon request of the Town, the Contractor shall submit written evidence of compliance with this provision.

### **3-08 LEGAL ADDRESS**

(a) The address given in the bid is hereby designated as the legal address of the Contractor. Such address may be changed at any time by notice in writing delivered to the Owner.

(b) The delivering at, or the mailing to, the contractor's business address at the job site, written notice of which address shall be given to the Town, or the delivering to the Contractor in person to his authorized representative, or any notice, letter, or other communication shall also be, and shall be deemed to be, a legal and sufficient thereof upon the Contractor.

### **3-09 SUBCONTRACTS**

(a) The Contractor shall give his personal attention constantly to the faithful performance of the work; shall keep the same under his control; and shall not sublet nor assign by power-of-attorney or otherwise any portion of the work without the previous written consent of the Town. He shall submit in writing to the Town, the name of each subcontractor he intends employing, the portion of the work which he is to do and the material which he is to furnish, his place of business, and such other information as may be required to determine if the organization which will perform the work is sufficiently experienced and equipped for such work. Any proposed subcontractor may, at the option of the Town, be required to submit data to establish his experience and financial ability.

(b) The Contractor shall not, either legally or equitably, assign any of the monies payable under the Contract or his claim thereto unless by and with the like consent of the Town.

(c) The Contractor shall not be released from any of his liabilities or obligations under this Contract should any subcontractor fail to perform in a satisfactory manner the work undertaken by him.

(d) The Contractor agrees that he is as fully responsible to the Town for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

(e) Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Town.

(f) The Contractor shall require all subcontractors to obtain and keep in force the insurance requirements specified for the Contractor.

### **3-10 CONTRACT TIME FOR COMPLETION**

All work shall be completed in a timely manner with respect to the need to maintain or restart service by the particular facility needing repair. If in the opinion of the Town the work is not proceeding at an acceptable rate, the Town reserves the right to obtain the services of another company or vendor to complete the work and discharge the Contractor. In this event, the Contractor under this Contract will only be compensated for work actually completed prior to his discharge and the value of such compensation shall be established at the sole discretion of the Town. This shall not release the Contractor from liability for charges or additional expenses incurred by the Town as a result of its being required to evoke this paragraph.

### **3-11 REMEDIES**

(a) All claims, counter claims, disputes and other matters in question between the Town and the Contractor arising under or relating to, or arising in connection with this contract, its breach or termination thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State and County in which the project is located.

(b) The Contractor shall not cause a delay of the work but shall maintain the progress schedule during all disputes or disagreements with the Town. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the Contractor and the owner may otherwise agree in writing.

### **3-12 EQUAL OR APPROVED EQUAL**

(a) When any article is specified by proprietary name, trade name, or name of manufacturer, with or without the addition of such expressions as "or equal" or "or approved equal", it is to be understood that the article named or the equal thereof is intended, subject to the approval of the Town as to the quality thereof, and it is distinctly understood: (1) that the Town is to use its own judgment in determining, from time to time, whether or not any article proposed to be substituted is the equal of any article so specified; (2) that the decision on all such questions of equality shall be final; and (3) that, in the event of any adverse decision, no claim of any sort shall be made or allowed against the Engineer or the Town because of such decision and (4) that no article submitted for approval will be approved which requires redesign of project facilities unless the submittal of said article was requested in writing by the Town.

(b) The offer of a substitute article by the Contractor that significantly deviates from the article as specified in terms of construction, performance, etc., shall be considered a substitution for the specified article. The substitution for an article specified will raise the presumption that it is for the purpose of saving money. If, in such a case, the article is approved, the Town shall be given credit in the amount of the difference between the net cost to the contractor of the article submitted and the price at which he could have obtained the lowest priced article specified. For convenience in checking the credit, if any, the Contractor shall submit these figures when the offer is made, and no article will be considered without such figures. Each request shall be made separately on a Material and Equipment Substitution Form and shall be accompanied by a Manufacturer's Affidavit attesting to the equality of the proposed substituted item. Sample forms are bound herein and made a part of the Contract Documents.

### **3-13 DECISIONS OF THE TOWN**

(a) To prevent misunderstanding and litigation, the Town shall decide any and all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of said work, and shall decide all questions which may arise as to the interpretation of any or all plans relating to the work and of the specifications, and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.

(b) In all cases where periodic payments are to be made to the Contractor, the Town shall determine the amount and quantity of the kinds of work performed and materials furnished which are to be paid for under the Contract, and such decisions and estimates for the purpose of said periodic payments shall be final and conclusive. The preparation and issuance of such a determination and estimate by the Town shall be a condition precedent to the receipt of any such periodic payments by the Contractors. Nothing herein, however, shall preclude the Contractor from disputing the propriety or correctness of such determinations and estimates at such time as the final payment under the Contract shall become due and payable.

(c) Any doubt as to the meaning of or any obscurity as to the wording of these Specifications and Contract, and all directions and explanations requisite or necessary to complete, explain or make definite any of the provisions of the Specifications or Contract and to give them due effect, will be resolved by the Town.

(d) The decision of the Town Administrator shall be final and conclusive and he shall have the authority hereunder to enforce and make effective such decisions and orders as the contractor fails to carry out promptly.

### **3-14 QUALITY OF MATERIALS**

(a) All materials furnished shall be of the best quality and especially adapted to the services required. Wherever the characteristics of any material are not particularly specified, such material shall be used as is customary in first-class work of the nature for which the material is employed.

(b) The Town may require that the source of supply of each of the materials shall be approved before the delivery is started. Representative preliminary samples of the character and quality herein described shall be submitted by the Contractor, when indicated or directed, for examination or test; and written approval of the quality of such samples shall be received by the Contractor, prior to his obtaining materials from the respective sources of supply. Only such materials as conform to the requirements of these Specifications shall be used in the work. All materials proposed to be used may be inspected at any time during the progress of their preparation and use. All materials shall be approved before being incorporated in the work. Representative samples of all materials requiring laboratory tests shall be taken and such materials shall be used only after written approval has been received and only so long as the quality of said materials remain equal to the requirements.

### **3-15 STORAGE OF MATERIALS**

Materials shall be stored so as to ensure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms, or other hard, clean surfaces, and not on the ground, and shall be placed under cover when directed. Stored materials shall be located so as to facilitate prompt inspection. Lawns, grass plots, or other private or public property shall not be used for storage purposes without written permission of the owner or lessee.

### **3-16 COOPERATION OF CONTRACTOR**

The Contractor shall give the work his constant attention to facilitate the progress thereof and shall cooperate with the Town in every way possible. He shall have at all times a competent / Foreman and reliable English-speaking representative on the worksite. During the absence of the Contractor from any part of the work where, and at such times as, it may be necessary or desirable to give directions, said directions may be given by the Town to, and they shall be received and obeyed by, said representative, who has charge of the particular part of the work concerning which said directions are given. The giving of orders in the manner aforesaid shall be equivalent to their receipt by the Contractor.

### **3-17 OTHER CONTRACTS**

The Owner may award or may have awarded other contracts for additional work; and the Contractor shall fully cooperate with other contractors and carefully fit his own work to that provided under other contracts, as may be directed. The Contractor shall not commit or permit any act that will interfere with the performance of work by another contractor.

### **3-18 CARE AND PROTECTION OF WORK**

(a) From the commencement of the Contract until its final acceptance by the Owner, the Contractor shall be solely responsible for the care of the work. The Contractor shall provide and/or install such construction plants, equipment and appliances for the performance of all operations connected with the work to be done under this Contract as will secure a satisfactory quality of work and a rate of progress which will insure the completion of the work shall be in good repair, so as not to constitute a hazard to personnel or adjacent work or property. If at any time before the commencement, or during the progress of the work, or any part of it, such plant, equipment, appliance or methods appear to the Town to be unsafe, inefficient or inadequate for securing the safety of workmen, the quality of work, or the rate of progress required, the Contractor shall, upon notice from the Town, increase their safety and efficiency or improve their character; failure of the Town to serve such notice shall not release the Contractor from his obligation to secure the safe conduct, the quality of work, and the rate of progress required by the Contractor.

(b) The Contractor alone shall be in charge of and be responsible for the safety, efficiency and adequacy of his plant, equipment, appliances and methods and he shall take every precaution against destruction of, injury or damage to, the work or any part thereof by action of the elements, or from any cause whatsoever. The Contractor shall rebuild, repair, restore and make good, at his own expense, all destruction of, injuries or damage to, the work or any portion thereof occasioned by any of the above causes before the final acceptance by the Owner.

### **3-19 SAFETY**

The Contractor shall take all necessary steps to prevent injury to employees and other persons in the performance of the Contract, including all steps and actions required under the safety provisions of applicable laws and building construction codes. The Contractor shall guard all excavations, spoil areas, machinery, equipment, boats, barges and explosives and to eliminate all hazards in accordance with the safety requirements of Federal, State and Local Laws, including but not limited to the Federal Occupational Safety & Health Act of 1970, and Maryland Occupational Safety Law, Article 89, Annotated Code of Maryland.

### **3-20 DAMAGE TO PROPERTY**

(a) The Contractor shall not enter upon private property for any purpose without obtaining permission, and he shall be responsible for the preservation of all public and private property, trees, hedges, fences, monuments, pipes, conduits, overhead pole lines and wires, sidewalks, paving and other structures above and below ground, along and adjacent to the work, and shall use every precaution, by bracing, supporting and covering that may be necessary to prevent damage or injury thereto.

(b) In case any direct or indirect damage or injury is done to public or private property by, or because of the work, in consequence of any act or omission on the part of the Contractor, his employees, agents, or subcontractors, the Contractor shall, at his own expense, restore such property to a condition not inferior to that existing before such damage or injury was done, by repairing, rebuilding or otherwise as may be required by the Engineer, or shall make good such damage or injury in a satisfactory manner. In case of failure on part of the Contractor to restore promptly such property or make good such damage or injury, the Owner may, upon forty-eight (48) hours notice, proceed to repair, re-build or otherwise restore such property as may be necessary, and the cost thereof may be deducted from any monies due or to become due the Contractor under this Contract, or the Owner may deduct and retain from the monies due or to become due the Contractor under this Contract a sum sufficient to meet the claim of the owners of the property so damaged or injured.

### **3-21 MAINTENANCE OF TRAFFIC**

(a) During the progress of the work, sidewalks and crossings shall be kept open for the passage of pedestrians and streets shall not be unnecessarily obstructed. In no case shall any roadway, sidewalk, or crossing be closed without consent of the Town.

(b) The Contractor shall provide, erect and maintain all the necessary barricades, warning lights, danger signals, steel plates, bridges and signs, provide as sufficient number of Watchmen and take all precautions necessary for the protection of the work and the safety of the public and as may be required by any permit issued for this project. The cost of the work and materials covered by this subsection shall be held and taken to be included in, and covered by, the Contract price for the various scheduled items in the Bid. All work shall be done accordingly to the Manual Uniform of Traffic Control Devices. (MUTCD)

(c) The Contractor shall construct and maintain, without additional compensation, such adequate and approved bridges over excavations as may be necessary or directed for the purpose of accommodating necessary pedestrian or vehicular traffic.

### **3-22 EMPLOYMENT OF SKILLFUL PERSONS**

The Contractor shall employ only competent, skillful persons to do or supervise the work, and whenever the Town shall, in writing notify the Contractor that any person employed on the work is in its opinion, dishonest, incompetent, disobedient, unfaithful, disorderly, discourteous or otherwise unsatisfactory, such person shall be removed and shall not again be employed on the work, except with the consent of the Town.

### **3-23 WORKMANSHIP**

(a) Only first-class work shall be performed in carrying out the contract and shall be of the character and quality required by the specifications. Any unsatisfactory work performed, at whatever time discovered, shall be immediately removed and satisfactorily replaced by the Contractor, when notified to do so by the Town Administrator. If the Contractor shall neglect or refuse to remove such unsatisfactory work within forty-eight (48) hours after the receipt of the above mentioned notice, or if he shall not make satisfactory progress in doing so, the Engineer may cause said work to be removed and satisfactorily replaced, by contract, or otherwise, and the expense thereof shall be charged to the Contractor. Such expense shall be deducted from any monies due or to become due the Contractor under the contract. Upon completion of the contract, the entire work shall be delivered to the Town perfectly complete in a satisfactory working condition.

(b) Work which is necessary, but which is not specially referred to in the Specifications but implied by the Contract, shall be furnished by the Contractor and shall be such as will correspond with the general character of the work as may be determined by the Town, whose decision as to the necessity for and character of such work shall be final and conclusive.

### **3-24 DEFECTIVE MATERIALS AND WORK**

(a) All materials not suitable for their intended use shall be considered as defective; and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the work unless otherwise permitted. No material that has been rejected, the defects of which have been corrected or removed, shall be used until the Town has given approval. All work that has been rejected or condemned shall be remedied, or, if necessary, removed and replaced in an acceptable manner by the Contractor at his own expense.

(b) Should the Contractor fail or refuse to remove and renew any defective materials used or work performed

previously or to make any necessary repairs in an acceptable manner and in accordance with the requirements of the Specifications, within the time indicated in writing, the Owner shall have the authority to cause the unacceptable or defective materials or work to be removed and renewed or such repairs to be made at the Contractor's expense. Any expense incurred by the Owner in making these removals, renewals, or repairs, which the Contractor has failed to make, shall be paid out of any monies due or which may become due the Contractor, or may be charged against the Contractor; and continued failure or refusal on the part of the Contractor to make any or all necessary repairs promptly, fully, and in an acceptable manner, shall be sufficient cause for the Owner to declare the Contract forfeited, in which case the Owner may purchase materials, tools, and equipment and employ labor, from other individuals, firms or corporations to perform the work. All costs and expenses incurred thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any monies due or which may become due him, or shall be charged against the Contractor. The performance of any work by the Owner or others as aforesaid shall not relieve the Contractor in any way from his responsibilities under this Contract.

### 3-25 CLEANING UP

The Contractor shall not allow the site of the work to become littered with trash and waste materials, but shall maintain the site in a neat and orderly condition throughout the period of the work. Cleaning up, including the restoration of areas of construction, shall proceed as quickly as is practicable after construction work is completed in any given area. This period, between construction and final clean up, shall normally not exceed one week.

### 3-26 CLAIMS

(a) Should the Contractor be of the opinion, at any time or times, that he is entitled to any additional compensation whatsoever over and above the compensation stipulated in the Contract Documents or for quantities or amounts over and above the quantities or amounts allowed or approved by the Town for damages, losses, costs, or expenses alleged to have been, sustained, suffered or incurred by him in connection with the project herein contemplated, he shall in order to permit examination by the Town and in each instance, immediately inform the Town in writing the general nature of the claim, and then promptly or no later than five (5) days after such alleged damages, losses, costs, or expenses shall have been sustained, suffered, or incurred, make a written claim thereof to the Town. The written claim shall give the time, date and location in the work where the alleged damages, losses, costs or expenses occurred and the estimated value thereof. Claims shall be delivered to the Town by registered mail or receipted hand delivery. On or before the fifteenth (15) day of the calendar month succeeding that in which such alleged damages, losses, costs, or expenses shall have been sustained, suffered, or incurred, the Contractor shall file with the Town a written, itemized statement of the details and amount of such claim or damage, loss, cost or expense; and unless claim and statement shall be thus made and filed, in such instance, the Contractor's claim for such additional compensation shall be held and taken to be absolutely invalidated; and he shall not be entitled to any compensation on account of such alleged damage, loss, cost, or expense.

(b) The provisions of this subsection shall be held and taken to constitute a condition precedent to the right of the Contractor to recover. They shall also apply to all claims by the Contractor in any wise relating to the complete project, even though the claims or work involved may be regarded as "outside the contract".

(c) It is understood and agreed, however, that nothing in this subsection contained shall be held or taken to enlarge in any way the rights of the Contractor or the obligations of the Town under the Contract Documents.

### 3-27 PRICES

The Town will pay, and the Contractor shall accept the unit prices bid as stipulated in the Bid attached hereto, as full compensation for furnishing all materials and for doing all work contemplated and specified in the Contract. These prices shall cover the cost of all plant and tools and of all labor and materials, together with all expenses of moving mobilization, demobilization and shipping equipment, as well as all royalties for patents, patented articles, material, appliances, processes, compositions, combinations, means, and things of whatsoever kind that shall be furnished or needed to complete the entire work in all details ready for the purpose for which it is intended.

### **3-28 SCOPE OF PAYMENTS**

The Contractor shall receive and accept the compensation, as herein provided, in full payment for furnishing all materials, labor, tools and equipment and for performing all work contemplated and embraced under the Contract; also, for all loss or damage arising out of the nature of the work, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the work; and for all risks of every description connected with the prosecution of the work, until its full acceptance by the Town; also, for all expenses incurred by, or in consequence of, the suspension or discontinuance of said prosecution of the work as herein specified and for any actual or alleged infringement of patent, trade mark, or copyright; and for completing the work and the whole thereof, in an acceptable manner, according to the Contract Documents. The payment of any current or final estimate shall in no way or in no degree prejudice or affect the obligation of the Contractor, at his own cost and expense, to renew or replace any defects and imperfections in the construction of, or in the strength of, or quality of materials used in or about the work under the Contract and its appurtenances, as well as all damages due and attributable to such defects; and the Contractor shall be liable to the Town for failure so to do.

### **3-29 CONTRACTOR'S EXPENSE**

All things required by the Contract Documents to be done, furnished or installed, shall be done, furnished or installed by the Contractor's entire cost and expense unless otherwise expressly provided therein. The contractor shall warrant his/her work for a period of 1 year.

### **3-30 PROGRESS PAYMENTS**

After the completion of each service call, the Contractor shall submit an invoice to the Town which invoice shall be prepared in accordance with the payment provision of this Contract. After the Town Administrator has approved the Contractor's invoice, the Town will make payment to the Contractor within 30 days of said approval. If the Town Administrator cannot approve of the Contractor's invoice, he/she will return it to the Contractor within 10 days of receipt along with his reasons for not approving the invoice.

### **3-31 ARBITRATION**

(a) Disputes arising under or relating to, or arising in connection with this Contract, its breach or termination, shall be submitted to arbitration, which shall be in accordance with the applicable rules of the American Arbitration Association.

(b) The Contractor shall not cause a delay of the work because of the pendency of arbitration proceedings, except with the written permission of the Town Administrator, and then only until the arbitrators shall have an opportunity to determine whether or not the work shall continue until they decide the matters in dispute.

(c) The request for arbitration shall be delivered in writing to the Town Administrator and the adverse party,

either personally or by registered mail to the last known address of each, within ten days of the receipt of the Town's decision, and in no case after final payment has been accepted, except as otherwise expressly stipulated in the Contract Documents.

(d) The arbitrators, if they deem the case demands it, are authorized to award to the party whose contention is sustained such sums as they shall consider proper for the time, expense and trouble incident to the arbitration, and if the arbitration was demanded without reasonable cause, damages for delay and other losses. The arbitrators shall fix their own compensation, unless otherwise provided by agreement, and shall assess the costs and charges of the arbitration upon either or both parties.

(e) The award of the arbitrators shall be in writing and acknowledge like a deed to be recorded, and a duplicate shall be delivered personally or by registered mail, forthwith upon its rendition, to each of the parties to the controversy and to the Town. The Federal Court or the highest State Court having jurisdiction to render same may render judgement upon the award.

(f) The Award of the arbitrators shall not be open to objection on account of the form of the proceedings or the award, unless otherwise provided by the controlling statutes. In the event of such statutes providing on any matter covered by this Article otherwise than is hereinbefore specified, the method of procedure throughout and the legal effect of the award shall be wholly in accord with said statutes, it being the intention hereby to lay down a principal of action to be followed, leaving its local application to be adapted to the legal requirements of the jurisdiction having authority over the arbitration.

(g) The Town's representative shall not be deemed a party to the dispute. He/she is given the right to appear before the arbitrators to explain the basis of his/her decision and give such evidence, as they require.

(h) The arbitration shall be held in the Town of Leonardtown, Maryland, or in another place agreeable to both parties.

**SECTION 4**  
**SPECIFICATIONS**

<b>SUBSECTION</b>	<b>INDEX</b>
<b>4-01</b>	<b>General Description</b>
<b>4-02</b>	<b>Notice &amp; Required Response Time</b>
<b>4-03</b>	<b>Liquidated Damages</b>
<b>4-04</b>	<b>Classifications of Personnel</b>
<b>4-05</b>	<b>Products</b>
<b>4-06</b>	<b>Execution</b>
<b>4-07</b>	<b>Payment</b>

**SECTION 4**

**SPECIFICATIONS**

**4-01 GENERAL DESCRIPTION**

Under this contract, the Contractor will provide to the Town 24 hour a day on call services for the services for improvements, alterations, repair, or maintenance to water distribution and wastewater collection systems, roads, curbs, drainage devices, right-of-ways, utility easements, and sidewalks owned by the town of Leonardtown.

The services to be provided generally include, but are not limited to, the following:

1. **Unscheduled and emergency repairs.**
2. **Minor modifications, alterations, maintenance and repairs to existing water distribution or collection systems, roads/asphalt work, curbs, drainage devices and sidewalks.**
3. **Replacing and relocating or adding valves, stubs or fixtures.**
4. **Preventative maintenance**
5. **Scheduled and periodic repairs and replacement.**
6. **Installation of new water distribution or sewage collection systems and their appurtenances, (such as hydrants, manholes, pressure reducing valves, etc.), roads, curbs, drainage devices and sidewalks.**
7. **General clean up of job sites and disposal of construction debris, including filling and tamping of holes, patching roads, sidewalks, curbs and lawn areas and asphalt replacement.**

All work shall be performed in accordance with the following:

1. **Applicable codes and regulations.**
2. **Established procedures of the Town.**
3. **Recommendation contained in available Operation and Maintenance Manuals.**
4. **Manufacturer's recommendations for the equipment being serviced.**
5. **Town's standard specifications for water and sewerage construction. (Metcom Specifications)**
6. **S.H.A. Standard Specification for Construction material / St. Mary's County Streets and Roads.**
7. **The Soils Conservation and The Maryland Department of Environment.**
8. **Maryland Occupational Safety and Health Regulations**
9. **Manual Uniform of Traffic Control Devices. (MUTCD)**

**4-02 NOTICE & REQUIRED RESPONSE TIME**

When services are to be provided by the Contractor, the Town or its duly authorized representative will notify the Contractor where and in general the nature of the services that are required. At the time of this service call notification, the Town will inform the Contractor of the response timing that is required for the particular service call in accordance with the following:

Type of  
Service  
Call

Required Response Time

Liquidated  
Damages

<b>Emergency</b>	<b>Contractor must immediately mobilize and report to the site of the service call without delay</b>	<b>\$200</b>
<b>Priority</b>	<b>Contractor must report to the site of the service call within 2 hours of being notified.</b>	<b>\$100</b>
<b>Non-Priority</b>	<b>Contractor must report to the site of the service call at a mutually agreeable time.</b>	<b>\$50</b>

**4-03 LIQUIDATED DAMAGES**

**In the event the Contractor fails or is unable to report to the site of the service call within the required response time, the Town reserves the right to discharge the Contractor without any compensation becoming due to the Contractor and to retain the services of another Contractor. If upon notification of the need for a service call the Contractor fails to respond in the required response time, then the Contractor will be obligated to pay to the Town liquidated damages in the amounts stated in Paragraph 4-02. If in the sole opinion of the Town the contractor is unable to respond in the required time due to situations beyond the control and without the fault or negligence of the Contractor, the Town shall waive the assessment of liquidated damages. In the event the Contractor does not or cannot respond within the required response time, he must immediately notify the Utility Superintendent of the reasons for such delay.**

**4-04 CLASSIFICATIONS OF PERSONNEL**

**The Contractor will be required to provide a Foreman, labor, equipment and necessary hand tools that are necessary to provide the required services under this Contract in accordance with the following classifications:**

**MECHANICAL REPAIRS**

**PIPEFITTER - This item shall be for a fully equipped and trained Pipefitter capable of repairing, replacing, and installing new water distribution and wastewater collection systems including all their associated appurtenances such as fire hydrants, manholes, pressure reducing valves, etc. The items for a trained Pipefitter shall include transportation to and from the site of the service call.**

**LABORER - This item shall be for a Laborer who will provide assistance to the trained Pipefitter when he cannot perform the requested repairs without additional assistance. The need for the Laborer shall be at the approval of the Engineer.**

**4-05 PRODUCTS**

**When required to accomplish the repairs or work provided for under this Contract and when approved by the Town, the Contractor shall furnish and supply any required materials, parts or equipment. These items shall be similar and equal to those items that are being replaced. All products shall be in accordance with the manufacturers' recommendations. Whenever possible, the products shall be prior approved by the Town.**

**The Town may, at its option, provide all construction materials to be delivered to the job site. In such cases the cost for any incidental materials owned by the Contractor that is incorporated in the work will be reimbursed by the Town at that materials readily quoted price from suppliers plus delivery charges. Otherwise,**

the Contractor will be required to provide all required materials and will be reimbursed at the materials quoted price from the supplier.

#### 4-06 EXECUTION

Upon arrival at the site of the service call, the Contractor / Foreman shall inspect the failed equipment and inform the Town of the following:

1. The suspected nature of the problem.
2. The proposed method of repair.
3. The estimate of hours of labor required-to complete the service call.
4. A list of materials, parts and equipment that will be needed. Must be approved by the Town before purchasing any material.
5. A list of any additional services that will be needed, which services are beyond the capability of the Contractor.

Upon receipt of this information, the Town will either verbally authorize the Contractor to commence with the repairs or request that a written proposal be provided for the work to be performed at a later date after written authorization from the Town. Where possible, the work to be done at a later date under formal authorization shall be done on a fixed price basis (see Section on PAYMENT hereinafter).

Notwithstanding the above procedures or the Town's authorization, the Contractor is to provide without delay all reasonable and necessary efforts to remedy emergency situations where failure to repair the out of service equipment will potentially cause personal or property damage or adverse environmental effects.

At the completion of the work for each service call, the Contractor shall provide the Town a written report which fully describes the condition causing the need for repairs, a description of the repairs performed, and the need for any follow-up work or repairs by the Contractor or others that are needed to insure continued adequate operation of the equipment or facility being serviced.

All services provided by the Contractor shall be guaranteed for 1 year from the date of acceptance by the Town against defects in workmanship supplied by the Contractor.

#### 4-07 PAYMENT

Payment for work under this Contract shall be made by the Owner using one or more of the following methods:

##### Labor

Labor will be compensated for at the hourly rates contained in the Bid Proposal times the actual hours expended in completing the service call. Unless otherwise approved by the Town Administrator, the hours for billing purposes will be based on the time the Contractor arrives onsite unless it is an Emergency call. The labor hourly rates contained the Bid Proposal includes the cost of all transportation, hand tools, equipment not specifically listed for separate payment in the Bid Proposal, wages, taxes, insurance, overhead costs, administrative expenses and profit.

Labor rates will be divided into two categories: Regular Rates and Overtime Rates. Regular Rates apply

to any work performed during the period Monday through Friday from 7:00 a.m. to 5:00 p.m. exclusive of holidays. Holidays will be considered to be New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. At all other times, the Contractor will be compensated at the Contract Overtime Rate.

#### **Service Equipment**

Major Service equipment items which are needed to facilitate the repairs and for which an hourly rate has been established in the Bid Proposal shall be compensated at the hourly rate and based on the actual number of hours used and approved by the Town. The hourly rate shall include the cost of all transportation, maintenance, repair, depreciation, insurance, taxes, fuels, lubricants, and any other costs associated with the use of the equipment item at the site of the service call. Maintenance on the Contractors equipment shall be done during the Contract hours.

#### **Installed Parts, Materials, Equipment**

Any items that are installed or used to replace existing items shall be paid for at the actual purchase price and freight charges paid by the Contractor. List prices and prices subject to discounts are not considered actual. The contractor must provide the vendor's invoice to substantiate the cost of each item. The Town is exempt from sales taxes.

#### **Fixed Price**

If the time and situation will allow, the Town at its sole discretion will authorize the Contractor to proceed with the work for the service call on a fixed price basis. If this method is used, the Contractor must submit a written proposal stating the scope of work and the fixed price prior to authorization.

**CONTRACT FORM**

**OPEN END CONTRACT SERVICES FOR IMPROVEMENTS,  
ALTERATIONS, REPAIR, OR MAINTENANCE TO  
WATER DISTRIBUTION AND SEWERAGE COLLECTION SYSTEMS,  
ROADS, CURBS, DRAINAGE DEVICES AND SIDEWALKS**

**THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2015 by and between**

---

**hereinafter called the "CONTRACTOR" and the Commissioners of Leonardtown, hereinafter called the "OWNER".**

**WHEREAS, the Open End Contract for the Mechanical Repairs as provided for in the specifications on file with the Town, subject to all the conditions, covenants, stipulations, terms and provisions contained in the specifications thereto attached, said specifications being in all respects made a part hereof, has recently been awarded to the Contractor by the Town, at and for a sum equal to the aggregate cost of the work, labor, materials and supplies done or furnished, at the prices and rates respectively named thereof in the Bid Form attached hereto; and**

**WHEREAS, it was one of the conditions of said award that a formal contract should be executed by and between the Contractor and the Town evidencing the terms of the said award.**

**NOW, THEREFORE THIS CONTRACT WITNESSETH, that the Contractor both hereby covenant and agree with the Town, that he will and faithfully do all work, in accordance with each and every one of the conditions, covenants, stipulations, terms and provisions contained in the above mentioned specifications, for a sum equal to the aggregate cost of the work, labor, materials, and supplies done and furnished at the prices and rates respectively named therefore in the proposal attached hereto or otherwise provided for in the specifications, and will faithfully comply with and perform each and every obligation imposed upon him by said specifications, or the terms of said award;**

**And the Contractor FURTHER covenants and agrees that its obligations undertaken pursuant to the Contract Documents include but are not limited to the furnishing of all material, labor, equipment, supplies, plant, tools and all other services, facilities, and expenses necessary for the full operational performance and completion of the requirements of the Contract Documents.**

And the Town does hereby covenant and agree with the Contractor that it will pay the Contractor, when due and payable under the terms of the said specifications and of said award, every obligation imposed upon it by said specifications, or the terms of said award.

And the Contractor (if a corporation), hereby certifies that it is a Maryland corporation registered to do business in Maryland with the Maryland State Department of Assessments and Taxation.

The Contractor and Town agree that the following enumerated documents, collectively referred to as Contract Documents, are essential documents of this Agreement and are made apart hereof:

1. Town/Contractor Contract Form
2. Qualification Statement
3. General Provisions
4. Bid Form and Proposal
5. Instructions for Bidders
6. Definitions of Terms
7. All Specifications
8. All Addenda duly issued prior to submission of Bids
9. All Change Orders duly issued and
10. Any amendments to the Contract duly executed by both parties.

This Agreement was made and entered into in Maryland and is to be construed under the laws of Maryland. As to the Contractor, this Agreement is intended to be a Contract under seal and speciality.

APPROVED AND AGREED TO:

\_\_\_\_\_  
Laschelle E. McKay, Town Administrator

Contractor

By \_\_\_\_\_  
Signature, Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

**LEONARDTOWN, MARYLAND**  
**OPEN END CONTRACT SERVICES FOR IMPROVEMENTS,**  
**ALTERATIONS, REPAIR, OR MAINTENANCE TO**  
**WATER DISTRIBUTION AND SEWERAGE COLLECTION SYSTEMS,**  
**ROADS, CURBS, DRAINAGE DEVICES AND SIDEWALKS**

Made this \_\_\_\_\_ day of \_\_\_\_\_ 2015

By

Business Address

Telephone Number \_\_\_\_\_ FAX

**We/I, the undersigned Bidder, declare that the only persons, firm or corporation or person, firms or corporations, that has or have any interest in this proposal, or in the Contract proposed to be taken, is or are the undersigned; that this Proposal is made without any connection or collusion with any other person, firm, or corporation making a Proposal for the same work. The undersigned further certifies that they have obtained the necessary (1) Specifications, (2) General Provisions, (3) Copies of the Proposal, and that they constitute all instruments for bidding this contract, and that the Specifications, Special Provisions, and form of contract referred to, have been carefully examined and are understood; and that it is proposed and agreed, if the Proposal is accepted to Contract with the Commissioners of Leonardtown in the form of Contract hereto attached to do the required work in the manner set forth in the Specifications.**

**Prices included in this signed Proposal Form include and cover the furnishing of all materials and labor requisite and proper and the providing of all necessary machinery, tools apparatus and means for performing the work, and the doing of all the above mentioned work, in the manner set forth, described and shown in the specifications. If this proposal shall be accepted by the Commission and the undersigned shall refuse or neglect**

within 10 days after receiving the contract for execution to execute the same, then said Commissioners may, at its option, determine that the bidder has abandoned the contract; and thereupon the proposal and the acceptance thereof shall be null and void; and the deposit (if any) accompanying the proposal shall be forfeited and become the property of said Commission.

We/I identify by number, date and number of pages, the following addenda:

No. \_\_\_\_ Date \_\_\_\_\_ No. of Pages

**BID PROPOSAL**

**LABOR** All work to provide the services of Pipefitter and Laborer including the cost of all transportation, hand tools, equipment not specifically listed for separate payment in this proposal, wages, taxes, insurance, overhead costs, administrative expenses and profit as follows:

**SERVICE EQUIPMENT** This item includes the cost of any major service equipment items, the costs of which are not included in labor hourly rates. The rates per hour include the cost of the operator, transportation, maintenance, repair, depreciation, insurance, taxes, fuels, lubricants and other costs associated with use of equipment item.

<u>Item No</u>	<u>Item Description</u>	<u>Hourly Rate</u>	<u>Emergency Hourly Rate</u>
1	Foreman	_____	_____
2	Skilled Pipe Fitter	_____	_____
3	Skilled Labor	_____	_____
4	Concrete Finisher	_____	_____
5	Dump truck (Single Axle)	_____	
6	Dump Truck (Tandem)	_____	
7	Backhoe	_____	
8	Asphalt Paver	_____	
9	Excavator (Minimum 36,000 lbs.)	_____	
10	Mini Excavator	_____	
11	Rubber Tire Loader	_____	
12	Small Dozer	_____	
13	Skid loader w/ attachments	_____	
14	Air Compressor with hammer	_____	
15	Tractor with attachments	_____	
16	Small Roller	_____	
17	Medium Roller	_____	
18	Water Pump	_____	
19	Plate Tamper / Wacker	_____	
20	Asphalt saw/ hand operated	_____	

21	Light Tower	_____
22	Walk Behind Saw	_____
23	Electric 2'' trash Pump	_____
24	Generator	_____
25	Arrow Board	_____
26	Weed Eater	_____
27	Chainsaw	_____
28	Sewer Pump truck	_____
29	Tapping machine	_____
30	Core Drill	_____
31	Sweeper Broom	_____

**NOTE:** All installed parts, materials and equipment will be paid for at actual cost.

**TERM:** The rates bid herein are for a two year period beginning on December 1, 2015 and ending November 30 , 2017. The Town reserves the right to enter into a maximum of three one-year extensions of the OPEN END CONTRACT. Rates may be adjusted for each extension year.

**SUBMITTED BY:**

**Bidder**

**Signature**

**Title**

**Date**

**QUALIFICATION STATEMENT**

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder:
2. Permanent main office address:
3. When organized:
4. If a corporation, where incorporated:
5. Tax ID:
6. How many years have you been engaged in the types of services for this Contract under your present firm or trade name?
6. General types of work performed by your company:
  
7. Have you ever failed to complete any work awarded to you? Yes No If yes, explain on separate sheet.
8. Have you ever defaulted on a contract? Yes No If so, explain on separate sheet.
9. Have you been a plaintiff or defendant involving any owner, architect or engineer over the past five years?  
Yes No If yes, provide detail as required by Section 1-05.
10. List your experience on work similar to the services for this contract.
  
  
10. Telephones: Day \_\_\_\_\_ Night
11. References: Name \_\_\_\_\_ Phone:
  
  
12. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Town?

**13. The undersigned hereby authorizes and requests any person, firm or cooperation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidders Qualifications.**

**14. List of officers, resident agent, stockholders and their percentage of stock.**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015 \_\_\_\_\_ By

Name of Bidder

Signature

Title

