

CITY OF SALISBURY

INTERNAL SERVICES DEPARTMENT–PROCUREMENT DIVISION

SALISBURY, MARYLAND

**INFORMATION TO BIDDERS
GENERAL CONTRACT CONDITIONS
SPECIFICATIONS AND SPECIAL PROVISIONS
FORM OF PROPOSAL**

CONTRACT NO. MEA 206-10

**ENERGY RETROFIT PROJECTS: TIMECLOCKS, OCCUPANCY BASED
LIGHTING SENSORS AND PROGRAMABLE THERMOSTATS AT
SELECTED DEPARTMENT FACILITIES**

**Maryland Energy Administration
EmPOWER CLEAN ENERGY Communities Grant Program**

THIS SPACE FOR PROCUREMENT DIVISION
Date of Award:
Awarded to
Chargeable to Account (s)
Project No.
Bid Date - Tuesday, February 9, 2010
Bid Time – 3:30 P.M. (Local Time) RM 104
Pre-Bid Meeting Scheduled: Wednesday, January 20, 2010, 10:00A.M., local time. RM 300

ADVERTISEMENT

CITY OF SALISBURY
CONTRACT NO. MEA 206-10
ENERGY RETROFIT PROJECTS

The City of Salisbury is interested in receiving bids from qualified CONTRACTORS to furnish all labor, materials and equipment necessary to install atomic clock based time clocks to control exterior lighting, install occupancy based interior lighting controls and install seven day programmable temperature control thermostats in designated areas at the City of Salisbury Police Department, Public Works, Fire Department, City Zoo, Water Department and Wastewater Department located in Salisbury, Maryland. The project is funded in part through the Maryland Energy Administration EmPOWER CLEAN ENERGY Communities Grant Program

Bid documents may be obtained from the Office of the Assistant Director of Internal Services-Procurement Division, Room 104, Government Office Building, 125 N. Division Street, Salisbury, Maryland 21801, phone number 410-548-3190, during normal business hours, or via our web site, www.ci.salisbury.md.us, Bids & RFPs. Vendors are responsible for checking this website for addenda prior to submitting their bids. The City of Salisbury is not responsible for the content of any bid package received through any 3rd party bid service. It is the sole responsibility of the vendor to ensure the completeness and accuracy of the documents received.

A Pre-bid meeting will be held in Room 300 of the Government Office Building, address above, on Wednesday, January 20, 2010 at 10:00 A.M., local time. This meeting is not mandatory; however, all interested parties are encouraged to attend. A site visit will be held immediately following the Pre-bid meeting.

Questions are due no later than Tuesday, January 26, 2010 at 12:00 P.M., local time, at the above location. No further questions will be accepted after this date. All questions shall be written and can be faxed, mailed, hand delivered or emailed to Karen D. Reddersen, Assistant Director of Internal Services-Procurement Division, 125 N. Division Street, Room 104, Salisbury, MD 21801, by fax at 410-548-3192, or via email at kreddersen@ci.salisbury.md.us.

Sealed Bids are due in the Office of the Assistant Director of Internal Services – Procurement Division, address above, Room 104, on Tuesday, February 9, 2010, 3:30 P.M., local time, at which time and place they will be publicly opened and read aloud. No late proposals will be accepted, but will be returned unopened.

All minority business enterprise contractors are encouraged to compete for the award of this work.

Karen D. Reddersen, CPPO, SPHR
Assistant Director of Internal Services
Procurement Division

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INSTRUCTIONS TO BIDDERS

1. **FILLING OUT BID FORMS**

- A. Use only forms supplied by the City.
- B. Make an original and two copies for submission. Each copy of the proposal shall be bound in a single volume. All documents submitted with the proposal shall be bound in that single volume.
- C. All blanks on the bid form shall be filled in by typewriter or manually in ink.
- D. Where so indicated by the make up of the bid form, sums shall be expressed in both words and figures, and in the case of a discrepancy between the two, the amount written in words shall govern. In event there is a discrepancy between the unit price and the extended totals, the unit prices shall govern.
- E. Any interlineation, alteration, or erasure MUST be initialed by the signer of the Bid.
- F. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the bidder to a contract, using the legal name of the signer. A bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder.
- G. Bidder shall supply all information and submittals required by the bid documents to constitute a proper and responsible bid.
- H. Any ambiguity in any bid as a result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions, and/or all conditions of bidding shall be construed in the light most favorable to the City of Salisbury.

2. **SUBMISSION OF BIDS**

- A. All copies of the Bid, the Bid Security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed envelope. The envelope shall be addressed to the Assistant Director of Internal Services – Procurement Division and shall be identified with the project name and the bidder's name and address. If the bid is sent by mail the sealed envelope shall be enclosed in a separate mailing envelope with the notation "**SEALED BID ENCLOSED**" on the face thereof.
- B. Bids shall be deposited at the designated location prior to the time and date for receipt of bids indicated in the Advertisement or Invitation to Bid, or any extension made by Addendum. Bids received after the time and date for receipt of bids will be returned unopened.
- C. Bidder shall assume full responsibility for taking whatever measures necessary to ensure that the bid reaches the Office of the Acting Director of Internal Services - Procurement Division prior to the local time and date specified for receipt of bid. The City shall NOT BE RESPONSIBLE for any bid delayed in the postal or other delivery service nor any late bid, amendment, or request for withdrawal of bid, received after the bid date.
- D. Bidders or their authorized agents are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so shall be at the bidder's own risk.
- E. A fully executed Affidavit of Qualification to Bid shall be attached to each bid.

- F. ALL MINORITY BUSINESS ENTERPRISE CONTRACTORS ARE ENCOURAGED TO BID.
- G. All proposals shall be valid for a minimum of sixty (60) days from the date of bid opening.

3. **OPENING OF BIDS**

- A. Bids received on time will be opened publicly and read aloud.
- B. The contract will be awarded or all bids will be rejected within sixty (60) days from the date of bid opening.

4. **ACCEPTANCE OR REJECTION OF BIDS**

- A. Unless otherwise specified, the contract shall be awarded to the most **RESPONSIBLE** and **RESPONSIVE** bidder 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 City to accept it. The City reserves the right to reject the bid of any bidder who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a bid from a bidder who, investigation shows, is not in a position to perform the contract; or a bid from any person, firm, or corporation which is in arrears or in default to the City of Salisbury for any debt or contract.

In determining a bidder's **RESPONSIBILITY**, the City may consider the following qualifications, in addition to price:

- (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;
- (2) Character, integrity, reputation, experience and efficiency;
- (3) Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability;
- (4) Previous and existing compliance with laws and ordinances relating to contracts with the City and to the bidder's employment practices;
- (5) Evidence of adequate insurance to comply with contract terms and conditions;
- (6) Statement of current work load and capacity;
- (7) Explanation of methods to be used in fulfilling the contract.

The bidder, if requested, shall be prepared to supply evidence of his qualifications, listed above, and his capacity to perform the work; such evidence to be supplied within a specified time and to the satisfaction of the City of Salisbury.

In determining a bidder's **RESPONSIVENESS**, the City shall consider whether the bid conforms in all material respects to the bid documents. The City reserves the right to waive any irregularities that may be in its best interest to do so.

- B. The City shall have the right to reject any and all bids, where applicable to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities

in the bids received, to reject a bid not accompanied by required bid security or other data required by the bidding documents, and to accept or reject any bid which deviates from specifications when in the best interest of the City. Irrespective of any of the foregoing, the City shall have the right to award the Contract in its own best interests.

- C. City of Salisbury personal property 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 bid to another firm.

5. **CONTRACT AWARD**

- A. A written award in the form of a Purchase Order or other contract document shall result in a binding Contract without further action by either party. If the accepted Bidder shall fail or refuse to sign and deliver this contract and the required surety bonds and insurance documentation, the City of Salisbury shall retain, as partial damages for such failure or refusal, the Bid Security of such defaulting bidder. Contract shall be executed by the successful bidder within fifteen (15) working days of receipt of Contract.
- B. Bids and contracts issued by the City of Salisbury shall bind bidders 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.
- C. City of Salisbury personal property 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 bid to another firm.

6. **WORK NOT INCLUDED IN CONTRACT**

If a price is requested in the proposal for furnishing of a crew, tools, equipment, materials, rental, etc., to perform related work not included in the form of proposal, these items shall be for contingency purposes only. Quotations for this work in no way guarantees contractor award of any related work not included in, and outside the scope of, the Contract. The City of Salisbury reserves the right to contract with any contractor for non-inclusive work.

7. **MODIFICATION OR WITHDRAWAL OF BID**

A bid may not be modified, withdrawn or cancelled by the bidder during the stipulated time period following the time and date designated for the receipt of bids, and each bidder so agrees in submitting a bid.

8. **DEFAULT**

The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or the making of an assignment for the benefit of creditors. An award may then be made to the next low bidder, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In

either event, the defaulting contractor (or his surety) shall be liable to the city for cost to the City in excess of the defaulted contract price.

9. **COLLUSION/FINANCIAL BENEFIT**

- A. The bidder certifies that his/her bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- B. Upon signing the bid, Bidder certifies that no member of the governing body of the City of Salisbury, or members of his/her immediate family, including spouse, parents or children, or any other officer or employee of the City, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the Executive Officer or Council has received or has been promised, directly or indirectly, any financial benefit, related to this contract.

10. **MATERIAL QUALIFICATIONS**

A sample of material to be supplied under this Contract may be requested by the City to be provided prior to the award of the contract. All materials shall be new, standard production, unless otherwise approved by the City of Salisbury.

11. **UNBALANCED & CONDITIONAL BIDS**

A. **UNBALANCED BIDS** -

- (1) **“Unbalanced bid”** is a bid which includes a number of items or alternates to be added or deleted, on which a bidder quotes higher prices on items expected to be ordered in higher quantities than those used for bid evaluation, and/or low prices on items the bidder believes will be ordered in smaller quantities.
- (2) **“Mathematically unbalanced bid”** is a bid in which each item does not carry its share or proportion of the cost of work plus profit, or one in which there are nominal prices for some work and higher prices for other work.
- (3) Bidders are cautioned not to unbalance their bids. The City reserves the right to reject any bid that is decisively unbalanced.

B. **CONDITIONAL BIDS** -

- (1) When a bidder unilaterally imposes a condition that the bid is an “all or none” offer, i.e., that any acceptance of the bid must include all items offered. Such a condition affords the bidder an *inequitable* advantage and contradicts the City’s right to accept any item or group of items in the bid.
- (2) When a bid or proposal is conditioned upon receiving the award of both the contract in question and another contract. Such tying together of bids provides an undue competitive advantage and will not be accepted.

12. **SUB-CONTRACTORS**

The bidder may be required to submit a list of sub-contractors proposed to be used in accomplishing the work. Use of sub-contractors may be subject to approval by the City of Salisbury. However, at least 50% of the work must be done by the Bidder.

13. **TAX EXEMPTION**

The City of Salisbury is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, and Transportation Taxes. This exemption cannot be used by Contractors doing business with the City of Salisbury. Contractors are responsible for State Sales Tax of real property furnished and installed or constructed for the City of Salisbury.

14. **EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION**

- A. All bidders are subject to and must comply with the provisions of the City's EEO policy and applicable state and federal anti-discrimination laws. The City encourages equal employment opportunity to businesses owned and controlled by minorities and women.
- B. The successful Contractors shall 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. Contractor further agrees that this non-discriminatory agreement shall be incorporated by the Contractor 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 this contract.

15. **INDEMNITY**

- A. The successful Contractor agrees to indemnify, defend, and hold harmless the City of Salisbury and its officers, employees, and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage rising out of or resulting from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them.
- B. Contractor further agrees to furnish adequate protection against damages to all work and to repair damages of any kind, to the building or equipment, due to contractor's own work or to the work of other contractors for which he or his workers are responsible.

16. **CONTRACTOR STATUS**

The Contractor shall be responsible to the City of Salisbury for acts and omissions of their employees, Subcontractors, and their agents and employees, and other persons performing portions of the Work under a Contract or other arrangement with the Contractor. It is

understood that the relationship of Contractor to the City of Salisbury shall be that of an “independent contractor”. Nothing contained herein or inferable here from shall be deemed or construed to (1) make the Contractor the agent, servant, or employee of the City of Salisbury, or (2) create any partnership, joint venture, or other association between the City of Salisbury and the Contractor.

17. **APPLICABLE LAWS**

Bidder/prospective Contractor shall observe and comply with all applicable federal, state, and local laws and regulations in the performance of the work. This contract shall be construed and interpreted in accordance with the laws of the State of Maryland and all questions of performance hereunder shall be determined in accordance with such laws.

18. **APPROVED SUBSTITUTE**

- A. Approved substitute pertains to those items of material and/or equipment which must meet the quality and the design requirements as specified. Any mention of product names or vendors in the specifications is for the purpose of establishing a standard of quality and/or design and is not intended to limit competition.
- B. When an item is identified in the bid documents by a manufacturer’s name or catalog number, it is understood that the bidder proposes to furnish the material and/or equipment so identified and as specified by the City UNLESS the bidder specifically proposes an alternate.
- C. In bidding on a proposed alternate, the bidder shall clearly state in writing on the bid exactly what is proposed to be furnished, and forward with the bid a complete description of the proposed alternate, including brand, model number, drawings, performance and test data, references and any other information necessary for a complete evaluation of the proposed alternate by the City.
- D. Bidder shall include a statement setting forth any changes in other materials, equipment, or other work which would be required by incorporation of the proposed alternate. The burden of proof of the merit of the proposed alternate is upon the bidder.
- E. The City’s decision to approve or disapprove a proposed alternate shall be final and shall be made in the City’s best judgment and interests.
- F. Bid submittals shall conform to these requirements for bidding ALTERNATES and, where applicable, shall include, but not necessarily be limited to, the following information:
 - 1. Exceptions to these specifications along with justification for each exception;
 - 2. Manufacturer and manufacturer’s type designation;
 - 3. Manufacturer’s catalog data confirming conformance to specified requirements;
 - 4. Overall dimensional data including drawings, sketches, and photographs;
 - 5. Performance data developed for the specific application;
 - 6. Parts list noting materials of construction;
 - 7. Complete list of locations where the manufacturer has supplied this equipment.

The list shall include the name and address of the respective owner, date of installation, and contact person and telephone number of the person who has knowledge of the equipment performance.

19. **FORCE ACCOUNT WORK**

When the Contractor shall perform extra work for which there is no quantity and price included in the Contract, as a result of changes, alterations, deductions, and/or additions to the Contract, such work shall be done in accordance with the specifications and only by authorized written Change Order by the City of Salisbury. The extra work will be paid for on Force Account basis. All work done on a Force Account basis will be paid for in the following manner:

- 1) Application of unit prices stated in the Contract or subsequently agreed upon;
- 2) A lump-sum price agreed to by both the City of Salisbury and the Contractor;
- 3) When there are no applicable unit prices in the Contract, and when the City and the Contractor cannot reach an agreement, the City will require the Contractor to do such work on a Force Account basis to be compensated in conformance with the following:
 - a. **Labor.** For all labor and for foreman in direct charge of the specific project, the City and Contractor shall agree on the labor rates **before** any force account work is begun. The number of laborers and foreman employed in the work shall be subject to regulation by the Engineer; and will be agreed on **in advance of** the work. The Contractor shall receive as shown on his weekly payroll the basic hourly wage, overtime and fringe benefits paid in case to the employee for each and every hour that said labor and foremen are actually engaged in such work, to which cost shall be added an amount equal to fifteen percent (15%) of the sum thereof. The Superintendent's or office personnel's time will not be allowed. To substantiate labor cost for the force account, the Contractor will be required to submit copies of certified payrolls showing name, classification, date, daily hours, total hours, rate, and extension for each laborer and foreman.
 - b. **Materials.** For materials accepted by the Engineer and used, the Contractor shall receive the actual cost of such materials delivered for the work, including transportation charges paid by him (exclusive of machinery rentals as hereinafter set forth), to which the cost of fifteen percent (15%) may be added. To substantiate materials and transportation costs, original receipted invoices shall be submitted.

If, however, the materials used in the force account work are not specifically purchased for such work but are taken from the contractor's stock, then in lieu of the original invoices, the statements shall contain or be accompanied by an affidavit from the Contractor which shall certify that such materials were taken from his stock, that the quantity claimed was actually used and that the price and transportation of the material as claimed represent actual costs.

The City reserves the right to furnish such materials as it deems appropriate, and the Contractor shall have no claim for any costs, overhead, or profit on such materials.
 - c. **Materials and Supplies Not Incorporated in the Work.** For materials and supplies expended in the performance of the work (excluding those required for rented equipment), and approved by the Engineer and/or Assistant Director of Internal Services-Procurement Division, the Contractor shall receive the actual cost of such materials and supplies used. The Contractor will receive a reasonable allowance for materials used but not expended in the performance of the work. These costs shall be substantiated as defined in (Equipment Section) below.
 - d. **Equipment.** For any machinery or special equipment, other than small tools, including fuel and lubricants, plus transportation costs, the use of which has been

authorized by the City Engineer, the Contractor shall receive rental rates as agreed to in writing **before** the work is begun, for the actual time that such equipment is in operation on the work, to which the sum of fifteen percent (15%) may be added. In addition to the above, the actual transportation costs for one move in and one move out may be allowed. When the City is obligated to pay for idle equipment, the allowance shall be seventy-five percent (75%) of the agreed on equipment rental rate. To compute hourly rates, use eight hours a day, forty hours per work and one-hundred and seventy-six hours per month.

For the purpose of definition, equipment with a new cost of one thousand dollars (\$1,000) or less will be considered small tools. No overhead and profit will be allowed on such equipment. For all equipment utilized on Force Account work, the hourly rate for each piece of equipment and attachments will be paid at the Rental Rate Blue Book for Construction Equipment monthly rate for the make and model. The Contractor shall furnish to the Engineer serial numbers and year of manufacture for all pieces of equipment used on Force Account work. Rental rates shall be given without operator labor costs which will be paid under Labor (as noted above).

1. **Rental Equipment.** In cases where a piece of equipment to be used is rented or leased by the Contractor from a third party exclusively for Force Account work, the actual invoiced amount will be paid when such rates are reasonably in line with established rental rates for the equipment in question and approved by the Engineer.
2. **Moving Equipment.** When it is necessary to obtain equipment from sources beyond the project limits, exclusively for Force Account Work, the cost of transferring the equipment to the site of the work and return will be allowed as an additional expense. Where the move requires the use of a hauling unit, the move- in allowance will be limited to the rental rate, as computed in subparagraph (Rental Equipment) above, for the hauling unit plus operator's wages.

In the event that the equipment is transferred under its own power, the moving allowance will be limited to one half the hourly rental rate, as computed in subparagraph (Rental Equipment) above, plus operator's wages. In the event that the move-out is to a different location, payment will in no instance exceed the amount of the move-in. Move-in allowance shall not be made for equipment brought to the project for Force Account Work which is subsequently retained in the project and utilized for Contract items or related work.

3. **Standby Time.** Standby rates shall apply, with the Engineer's approval, when a piece of equipment is required to remain on the project on standby status. Standby rates shall be 50 percent (50%) of the normal base rates without the operating expenses. Standby rates shall not exceed 8 hours per day and will not be allowed for Saturday, Sunday, or holidays.

When a unit works for a portion of a day and is on standby for a portion, the total time allowed shall not exceed 8 hours for that day. Equipment required being on the project to transport personnel or materials will be paid the rental rate for that portion of the day being utilized with the remainder being standby.

No compensation will be allowed for equipment that is inoperable due to breakdown.

- e. **Subcontracting.** For extra work performed by Subcontractors the Contractor shall receive the rate billed to him by the Subcontractor for each and every hour that said Subcontractor is actually engaged in such work to which the amount equal to five

percent (5%) of the sum, or five hundred dollars (\$500), whichever sum is higher. To substantiate labor cost for the force account the Contractor will be required to submit copies of certified payrolls showing name, classification, date, daily hours, total hours, rate, and extension for each laborer and foreman. No other overhead and profit may be taken by the Contractor for additional Subcontractor work.

- f. **Compensation.** The compensation as herein provided shall be received by the Contractor as payment in full for extra work done on a "force account basis". At the end of each day, the Contractor's representative and the Engineer shall prepare a Force Account daily record, signed by both parties, which daily report shall be the true record of the force account work done.
- g. **Partial Payment.** Upon completion of the work the Contractor may request partial payment for Force Account work prior to submitting final documentation. Partial payment will be limited to 50% of the estimated amount for the work accomplished until all documentation has been received and approved.
- h. **Miscellaneous.** No additional allowance shall be made for the General Superintendence of the project and related transportation, the use of small tools, or other costs for which no specific allowance is herein provided.

For extra work, as defined in this section, the Contractor will be reimbursed for his expenditures for Workmen's Compensation Insurance, Public Liability Insurance, Social Security taxes and Unemployment Compensation covering the workers actually engaged upon such extra work. No percentage will be added to such payments, but the Contractor shall receive only the actual amount of money expended for such expenditures. Such payments shall be based on the prevailing standard insurance rates supported by receipted vouchers from the insurance vendors and upon the actual amount of taxes paid for Social Security and Unemployment Compensation as evidenced by proper documents furnished by the Contractor.

If change involves merely a credit, the Contract price will be reduced by the amount it would have cost the Contractor if the omitted item or work had not been eliminated, including overhead and profit; however, the Contractor and the Subcontractor will be allowed to retain a sum not in excess of three percent (3%) for handling. If the deletion affects the allocated project construction workdays, the City of Salisbury may initiate a proportionate reduction.

If a change involves both an extra credit and a credit, both sums shall be shown and the two sums balanced to determine the adjusted total cost or credit.

NO allowance to the Contractor shall be made or allowed for loss of anticipated profits on account of any changes in the work.

20. **SUSPENSION OR TERMINATION FOR CONVENIENCE**

- A. The City Asst. Director of Internal Services-Procurement Division, unilaterally, shall have the right, at any time by written notice, for its convenience, to suspend, delay or interrupt the work for such time as may be determined by the City 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 this contract.
- B. The City Asst. Director of Internal Services-Procurement Division, unilaterally, shall have the right, at any time by written notice, for its convenience, to terminate the work in whole or in part.

- C. Any notice issued pursuant to Sections A and/or B above shall state the extent and effective date of such notice, except as otherwise directed, the Contractor shall stop work on the date of receipt of the Notice of Termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities, except as necessary for the completion of such portion of the work not terminated. The Contractor, within thirty (30) days of the Notice of Termination, shall submit a final invoice reflecting services actually furnished pursuant to this Agreement to the satisfaction of the City and for which no previous invoice was submitted to the City.
- D. In the event of a termination, pursuant to Section B above, the City shall pay the Contractor's expenses verified by final invoice as set forth in Section D for the following:
 - (1) Completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit for such work.
 - (2) Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted work, plus fair and reasonable sums for overhead and profit.
- E. The Contractor shall 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.
- F. No adjustment shall be made under this Section for any suspension, delay, or interruption to the extent (1) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or (2) for which an equitable adjustment is provided for excluded under any provision of this Contract.

21. **ADDENDUM**

- A. No oral statements of any person shall modify or otherwise affect or interpret the meaning of the Contract Drawings, the Specifications, or the terms, conditions, or other portions of the Contract Documents. All modifications and every request for any interpretation must be addressed to the Assistant Director of Internal Services – Procurement Division, City of Salisbury, 125 N. Division Street, Room 104, Salisbury, Maryland 21801, 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 bids.
- B. Any and all interpretations, corrections, revisions, and amendments shall be issued by the Procurement Division to all holders of proposal documents in the form of written addenda. Bidders are cautioned that any oral statements made by any City of Salisbury employee that materially change any portion of the bid documents shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.
- C. All addenda shall be issued so as to be received at least five (5) days prior to the time set for receipt of proposals, and shall become part of the Contract Documents and shall be acknowledged in the proposal form. Failure of any Bidder to receive any such addenda shall not relieve said Bidder from any obligation under his Bid as submitted.
- D. Bidders are cautioned to refrain from including in their proposal any substitutions which are not confirmed by written addenda. To find out whether the City of Salisbury intends to issue an amendment reflecting an oral statement made by any employee, contact Karen D. Reddersen, Assistant Director of Internal Services –

Procurement Division, at 410-548-3190, during normal business hours.

- E. The Assistant Director of Internal Services-Procurement Division reserves the right to postpone the bid opening for any major changes occurring in the 5-day interim which would otherwise necessitate an Addendum.

22. **CONTACTS**

Questions regarding the bidding documents or procedures should be referred to Karen D. Reddersen, Assistant Director of Internal Services – Procurement Division, 125 N. Division Street, Room 104, Salisbury, Maryland 21801, or by phone at 410-548-3190, during normal business hours, or fax at 410-548-3192, or via email at kreddersen@ci.salisbury.md.us.

23. **BID SECURITY**

Not applicable

24. **PERFORMANCE BOND**

Not applicable

25. **INSURANCE**

Unless otherwise required by Special Conditions for this Invitation to Bid, if a contract is awarded, the bidder will be required to purchase and maintain during the life of the contract the following types and amounts of insurance (at a minimum):

A. Comprehensive General Liability Insurance

- (1) Bodily Injury Liability Limit of \$1,000,000 each occurrence;
- (2) \$1,000,000 aggregate products and completed operations;
- (3) Property Damage Liability limits of \$1,000,000 each occurrence and \$2,000,000 aggregate with respect to those coverages subject to an aggregate limit.

ON ALL LIABILITY INSURANCE POLICIES, CITY OF SALISBURY, ITS EMPLOYEES, AND OFFICERS MUST BE NAMED AS ADDITIONAL INSURED, AND INSURANCE CERTIFICATES FURNISHED TO THE CITY SHALL INDICATE SUCH COVERAGE.

B. Comprehensive Automobile Liability Insurance

Bodily Injury Liability Limits of \$1,000,000 each person and \$1,000,000 each occurrence; and a Property Damage Liability Limit of \$1,000,000 each occurrence.

C. Worker's Compensation Insurance

Statutory coverage, including Employer's Liability coverage with a limit of at least \$500,000.

- D. The bidders shall provide the City with certificates of insurance evidencing the coverages required above. Such certificates shall provide that the City be given at

least thirty (30) days prior written notice of any cancellation of, intention to not renew, or material change in such coverage. Bidder must provide certificates of insurance before commencing work in connection with the contract.

- D. THE PROVIDING OF ANY INSURANCE REQUIRED HEREIN DOES NOT RELIEVE THE BIDDER OF ANY OF THE RESPONSIBILITIES OR OBLIGATIONS ASSUMED BY THE BIDDER IN THE CONTRACT AWARDED, OR FOR WHICH THE BIDDER MAY BE LIABLE BY LAW OR OTHERWISE.
- E. Failure to provide and continue in force such insurance as required above, shall be deemed a material breach of the Contract, shall cause the Vendor to be in DEFAULT, and shall operate as an immediate termination thereof.

END OF SECTION

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1. OUTLINE SPECIFICATIONS

Some sections of these contract specifications have been written in outline form to facilitate reading and locating information. Only key words, product designations and phrases have been used. Bidders shall resolve any questions arising from the outline form specifications prior to bidding. By his bid, the Contractor agrees to accept the Engineer's interpretation of the specifications in case of discrepancy or misunderstanding.

2. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

- A. Definition of Contractor - hereinafter Contractor shall refer to any contractor currently under contract with the City of Salisbury, or any Contractor or person performing construction to City utilities, roadways, etc. or other appurtenances owned and/or maintained by the City, for which no contract has been awarded by the City of Salisbury.
- B. Responsibility for Damage Claims - Contractor shall indemnify and save harmless the City of Salisbury and all its representatives from all damage brought about by damages resulting from the construction or non-compliance with any law, ordinance, regulation or by-law in effect.
- C. Contractor is responsible for public safety.
- D. Contractor is responsible for preservation of all public and private property, trees, monuments, highway signs, markers, fences, curbs and appurtenances.
- E. Contractor is responsible for storm water drainage, management and soil erosion control relating to the completion of the project.

3. PROSECUTION OF CONTRACT & LIQUIDATED DAMAGES

- A. Contract time may be accrued using working days or calendar days. Calendar days will be used unless designated as working days elsewhere in the contract.
- B. Determination of working day - shall be any normal calendar day when the weather or soil conditions are suitable for work for five (5) hours.
- C. Saturdays, Sundays, and legal Holidays will not be considered a working day unless it is used as a productive work day (See Section 20), but are considered Calendar days for the purpose of assessing liquidated damages.
- D. Calendar days shall begin at start of construction or "Notice to Proceed" date and shall be continuous until completion of project.
- E. Time extensions will normally be granted when it can be shown that the Contractor has been unavoidably detained in completing the work.
- F. Liquidated damages for each calendar day the project is not complete beyond the allowable shall be as follows:

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<u>Amount of Contract</u>	<u>Liquidated Damages Per Day</u>
Less than \$10,000	\$100.00
\$10,000 or less than \$100,000	\$250.00
\$100,000 or less than \$500,000	\$750.00
\$500,000 or more	\$1,000.00

Or shall be based on actual cost to the City, whichever is greater.

4. CONTROL OF MATERIAL

- A. Source of supply subject to approval of the Engineer
- B. Engineer may require samples of materials.
- C. Only materials conforming to these specifications will be approved.
- D. Manufacturers and suppliers listed in these specifications or on the City construction standard drawings are pre-approved for the convenience of the Contractor.
- E. Plans prepared by agencies other than the City Department of Public Works shall require approval of materials and/or approved substitutes by the City Engineer or representative.
- F. Approved substitutes shall conform to City contract specifications and meet requirements as stated in the Approved Substitute section of Instructions to Bidders or "Approved Substitute" on record at the City Department of Public Works or use the "Construction and Material specifications for utility and roadway construction manual" where applicable.
- G. All rejected materials, damaged in shipment or otherwise not conforming to the specifications or samples, will be removed immediately from the vicinity of the project.

5. PAYMENT REQUESTS

- A. Partial (periodic) payments
 - 1. Made approximately each month in an amount equal to the estimated amount less any Retainage.
 - 2. The Engineer shall make out the monthly estimate based on estimated quantities submitted in writing by the Contractor, and agreed upon by the City.
- B. Final Payment
 - 1. Final payment will not be made until Final Acceptance is issued.
 - 2. Retainage amounts will be withheld (unless replaced by a Maintenance Bond) until project final acceptance at the end of the guarantee period.
 - 3. Maintenance bond will be in the amount of 5% of the total contract amount.
 - 4. At completion of the guarantee period, a final inspection will be made by the Engineer.
 - 5. Any items of non-acceptance will be listed on a "Final Punch List" for the Contractor. Items on this Final Punch List must be corrected or completed before final acceptance can be made.
 - 6. Items on the "Final Punch List" not completed by the Contractor will be done by the City, or the City will cause the work to be done.

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7. The cost of any work required by the "Final Punch List" not done by the Contractor will be charged to the Contractor's retainage account or maintenance bond.

C. Retainage Payment

1. Retainage payment will be made upon conditional acceptance and receipt of a maintenance bond.
2. If no maintenance bond is provided, the Retainage amount will not be paid until a satisfactory final inspection is performed and final acceptance is issued.
3. Any unused portion of the Retainage account will be returned to the Contractor after all repairs have been made.
4. Unless otherwise specified in the Contract, Retainage will be withheld on all contracts.
5. Retainage will be made at 10% of the estimated amount with the maximum retainage being 5% of the total Contract amount.

D. Payment for Stored Materials

In making estimates of the value of the work done and materials incorporated in the work, the Contractor may, subject to the approval of the owner or as required by law, include in the current estimates the delivered cost, as modified below, of equipment and non-perishable materials which have been tested for adequacy and which have been delivered to the site or other such location approved by the owner and adequately protected from fire, theft, vandalism, the effect of the elements, and any damage whatsoever, or similarly placed in approved storage facilities adjacent thereto. Such materials and equipment shall at all times be available for inspection by the engineer and the owner. No progress payment shall, however, be made for said material and equipment until each of the following conditions has been fulfilled:

1. The Contractor shall have furnished to the Engineer invoices establishing the value of the said materials and equipment with an indication of the amount the Contractor agrees to pay the vendor. Such invoices shall be furnished at least ten days in advance of the date of preparation of monthly estimates as established by the Engineer.
2. The Engineer shall have inspected said material and equipment and recommended payment therefore.
3. The Contractor shall have furnished to the owner the fire insurance policies, as provided in this contract and with the broad form extended coverage endorsement, for said material and equipment in an amount equal to one hundred percent of the value thereof and which policies shall be maintained, at the sole cost and expense of the Contractor, until said material and equipment has been incorporated into the project.
4. Within sixty (60) days of the submission to the owner of any progress payment, including payment for said materials and equipment, or within thirty days of the date of payment to the Contractor by the owner, whichever is longer, the Contractor shall furnish to the Engineer satisfactory evidence that the funds included in the progress payment for said materials and equipment have been paid to the vendors supplying such items. Satisfactory evidence shall be: a cancelled check in the correct amount and including identification of the invoice

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or invoices paid; a letter or telegram, from the vendor and signed by his properly authorized employee, stating the amounts and invoices that have been paid; or a receipted invoice.

5. Should the above evidence of payment not be furnished, the Engineer will recommend the deduction of any funds included in previous estimates for such materials and equipment for which said evidence has not been furnished from the current estimate or subsequent current estimates.
6. Any payment made for materials and equipment delivered will not relieve the Contractor of any responsibility for furnishing all the necessary equipment and materials required for prosecution of the work in the same manner as if such payments had not been made.

6. INSPECTION

- A. Competent inspectors shall be supplied by the City.
- B. The City Engineer shall be notified by the Contractor at least three (3) days prior to starting new work.
- C. Inspectors shall have access to all work at all times; Inspector's duty to ascertain all work being performed in accordance with specifications.
- D. Contractor has final responsibility for acceptability of finished work.
- E. Contractor will consult with Engineer concerning:
 1. Method of work
 2. Equipment to be used
 3. Point of beginning project
- F. The City Inspector will not act as Construction Foreman.
- G. No inspection or supervision, no failure to inspect or supervise, nor the presence of any employees of the City of Salisbury during the execution of the work, and no approval or acceptance of any part of the work herein contracted for, or of the materials and equipment used therein, shall relieve the Contractor of any of his obligations to fulfill his contract, or shall prevent the rejection of said work, materials, and equipment in whole or in part, at any time thereafter should said work, materials, or equipment is found by the City of Salisbury to be defective or not in accordance with the requirements of these Contract Documents.
- H. No inspection, or any failure to inspect, at any time or place, shall relieve the Contractor from his obligation to perform all the work strictly in accordance with the specifications. The City's Construction Inspectors are not authorized to revoke, alter, enlarge, relax, or release any requirement of these specifications, nor to issue instructions contrary to the drawings and specifications, nor to authorize any changes to the scope of work without an approved, written change order signed by the Assistant Director of Internal Services–Procurement Division issued prior to the additional work being initiated.

7. DISCREPANCIES

- A. The Contractor shall immediately stop work and notify the Engineer of any discrepancies discovered between the drawings and existing conditions.

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- B. Errors or omissions in drawings or layout shall be treated as a discrepancy (above).
- C. The Engineer or authorized representatives will review the Contractor's findings to confirm the discrepancy.
- D. The Engineer will issue new instructions as soon as possible to relieve the discrepancy.
- E. The Contractor shall resolve any questions before start of work or continuation after the discrepancy or question arises.

8. OTHER CONTRACTS WITHIN CONSTRUCTION LIMITS

- A. Owner may let other contracts within construction limits.
- B. Utility companies and others may work within construction limits.
- C. Contractor to cooperate and coordinate with others.
- D. Contractor to inform Engineer of delays being caused by other Contractors.
- E. Engineer to resolve conflicts over working space and sequence in the best interests of the project.

9. SUPERINTENDENCE

- A. The Contractor shall keep on his work site, at all times during its progress, a competent Superintendent and/or responsible assistant.
- B. Contractor's field representative shall have an approved, signed copy of the contract and plans at the construction area, during working hours. Personnel working outside of a City contract shall have a current copy of the "Construction and Material Specifications for Utility and Roadway Construction" manual at the construction area during working hours.
- C. The Superintendent or his assistant shall be available on an around-the-clock emergency basis.

10. PROTECTION OF THE PUBLIC

- A. Contractor to comply with "Maryland Department of Transportation - New Work Zone Traffic Control" (Latest Revision).
- B. Any restriction or diversion of traffic at any time shall be subject to the approval of the Engineer and the requirements of that agency having jurisdiction over the road in which the Contractor is working (See also #23: Maintenance of Traffic).
- C. During the progress of the work, sidewalks and crossings shall be kept open for the passage of pedestrians unless otherwise authorized. Streets shall not be unnecessarily obstructed; and unless the Engineer and/or the City of Salisbury, as applicable, shall authorize the complete closing of a street; the Contractor shall take such measures at his own expense as may be necessary to keep the street open for traffic. This shall include but not necessarily be limited to the provision, erection, and maintenance of all necessary signs, barricades, lights and flagmen or uniformed traffic directors.
- D. The Contractor shall construct and maintain without extra compensation such adequate and proper bridges over excavations as may be necessary or directed for

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- purpose of accommodating pedestrian and/or motor vehicles.
- E. Construction activities that may temporarily interfere with property access shall be coordinated in advance with the individual property owners.
 - F. The Contractor shall so schedule his work as to minimize the time period during which vehicular access to each dwelling along the work route is prevented. At no time shall vehicular access be prevented to any dwelling for longer than 24 hours. The Contractor shall provide, at all times, safe pedestrian access to all dwellings, whether residential, commercial, or other.
 - G. Vehicular access on side streets, in the proximity of the route of the work, shall not be encumbered by the Contractor.
 - H. The Contractor shall not totally bar vehicular access from more than one block of the route of the work at any given time.
 - I. Access to fire hydrants shall be possible at all times and, wherever possible, one lane of traffic shall be maintained to accommodate access by emergency vehicles.
 - J. Contractor responsible for the damage to lack of reasonable protective precautions.

11. CARE AND PROTECTION OF WORK

- A. Contractor solely responsible for protection and care of:
 - materials delivered to job site
 - equipment
 - work under the contract
 - existing structures near the work
- B. Damage or loss shall be made good at Contractor's expense.
- C. During construction, the open ends of work shall be effectively closed with temporary covers or plugs to prevent the entry of foreign material.
- D. Where permanent equipment called for under this Contract is installed before the erection of adequate protective structures, the Contractor without additional compensation therefore, shall provide approved effective and durable covers for fully protecting such equipment against damage from the elements or from any other cause.
- E. Electrical equipment shall be carefully and effectively covered with waterproof material and otherwise protected at all times from the elements.

12. SUBCONTRACTORS

- A. Successful bidder must submit names prior to the award of the contract.
- B. City reserves the right to reject unsatisfactory subcontractors.

13. MATERIALS

- A. Manufacturer's and trade names specified used to establish standard of quality.
- B. Shall be new, standard production, and made in the USA unless otherwise approved by City Engineer.
- C. Substitutes must be:
 - approved by Engineer before delivery to project site.
 - equal in all respects to specified material.

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-----submitted with bid so Engineer may evaluate prior to award.

14. WORKMANSHIP

- A. Construction shall be performed by a Contractor previously approved by the City, for specific construction.
- B. First class material and workmanship demanded.
- C. Unsatisfactory work or material shall be removed and replaced at Contractor's expense.
- D. Shall be the Contractor's responsibility to obtain workmanship requirements from the City before start of construction or delivery of materials to jobsite or to the City for City ownership.

15. CLEAN-UP & ACCESSIBILITY TO PROPERTY

- A. Clean-up on block-by-block basis.
- B. Keep working area in public streets to minimum.
- C. Keep inconvenience to traveling public and nearby residents to a minimum. Unless previous arrangements have been made with homeowners and/or businesses, all shall be accessible, up working area before Holidays and each Friday afternoon prior to any non-working period.
- E. Paper, trash, and refuse will not be allowed to collect on project site.
- F. Upon completion of the work and before Final Acceptance will be made, the work site, storage areas, and other areas occupied by the Contractor during construction thereon by the Contractor shall be removed by the Contractor. The Contractor's storage area shall be top soiled, seeded, and mulched in accordance with City standards. No separate payment will be made for the work as all such costs shall be included in the lump sum price bid.

16. WORK PERFORMED BY OWNER ON CONTRACTOR'S BEHALF

- A. City will take appropriate measures independent of Contractor when:
 - 1. Contractor is not performing work timely or properly.
 - 2. Contractor cannot be reached during an emergency.
- B. City will deduct bills for services from payments to Contractor or invoice the Contractor at City's option.
- C. City will not be responsible for the cost of materials purchased by the Contractor and not used due to work performed by another contractor of the City on the Contractor's behalf.

17. CONSTRUCTION IN RIGHT-OF-WAY AND EASEMENTS

- A. Work confined to Easement areas.
- B. Restore original condition to satisfaction of Engineer.

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18. WATER SUPPLY AND SANITATION

- A. Contractor to supply at his expense.
- B. Location of facilities to be approved by Engineer.
- C. If available, the City may supply water via a temporary hydrant connection, at Contractor's expense. Contractor must apply for service, before construction, using the proper form available at the City Government Office Building, 125 N. Division Street, Room 202, Salisbury, Maryland 21801.

19. SURPLUS MATERIAL

- A. All excavated and excess material is the property of the City until declared surplus in writing.
- B. Contractor must dispose of all surplus material in an approved manner.

20. WORKING TIME

- A. The City of Salisbury (Owner) observes the following holidays:
 - 1. New Years Day
 - 2. Martin Luther King's Birthday
 - 3. President's Day
 - 4. Good Friday
 - 5. Memorial Day
 - 6. Independence Day
 - 7. Labor Day
 - 8. Veteran's Day
 - 9. Thanksgiving Day
 - 10. Day after Thanksgiving Day (Friday)
 - 11. Christmas Day
- B. Written permission of Engineer required for Contractor to:
 - 12. Work more than ten hours per day or 40 hours per week.
 - 13. Work between 6:00 p.m. and 7:00 a.m.
 - 14. Work on Saturday, Sunday and Holidays.
 - 15. Discontinue work or leave site before project completion.
- C. Engineer may require Contractor to make certain utility tie-ins at night to minimize inconvenience to customers. No extra cost will be permitted in such circumstances nor will any time be charged against the contract time.

21. REFERENCED SPECIFICATIONS BY OTHER ORGANIZATIONS

- A. When standard specifications of national organizations are referenced, the latest revision shall be assumed, unless otherwise noted.
- B. Following is a list of organizations, by abbreviation, referenced in these specifications:

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AASHTO or AASHO.....	American Association of State Highway and Transportation Officials
ACI.....	American Concrete Institute
AISI.....	American Iron and Steel Institute
AISC.....	American Institute of Steel Construction
ANSI.....	American National Standards Institute
ASTM.....	American Society for Testing and Materials
AWS.....	American Welding Society
AWWA.....	American Water Works Association
CIPRA.....	Cast Iron Pipe Research Association
CS.....	Commercial Standard
MD.SHA.....	Maryland State Highway Administration
MD.SRC.....	Maryland State Roads Commission (Synonymous with Maryland State Highway Commission)
MIL.....	United States Military
NBS.....	National Bureau of Standards
NCMA.....	National Concrete Masonry Association
NCPI.....	National Clay Pipe Institute
NEC.....	National Electrical Code
NFPA.....	National Fire Protection Association
PPI.....	Plastic Pipe Institute
UL.....	Underwriter's Laboratories, Inc.
USDA.....	United States Department of Agriculture
WPCF.....	Water Pollution Control Federation

22. GUARANTEE AND MAINTENANCE BOND

- A. Maintenance Bond
- (1) Unless otherwise specified in the contract, the Contractor must post a Maintenance Bond, or the City will retain a percentage of the contract cost for the maintenance warranty period.
 - (2) Contractor may post a Maintenance Bond for 5% of the contract amount in lieu of a retained percentage during the guarantee period.
 - (3) When retained percentage is held for surety the guarantee period will begin after final acceptance by the City and notification from the Contractor that no Maintenance Bond will be posted.
- B. It shall be the Contractor's responsibility to repair all items found unacceptable during the guarantee period, even if the Maintenance Bond expires before repairs are completed.
- C. Repair items which are discovered during the guarantee period but are not repaired satisfactorily by the Contractor may be done by the City or the City's agent.
- D. The cost of any work required by the repairs, performed by the City or its agent will be charged to the Contractor's retained percentage or Maintenance Bond.
- E. Unless otherwise specified **guarantee period shall last for two years** from date of Final Acceptance and City's release of Retainage or receipt of Maintenance Bond.
- F. In addition to any other guarantee obligation contained herein, the Contractor shall be

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responsible for any settlement caused by improper compaction, backfill, or other project related work and for any damage caused by such settlement during the full length of the guarantee period.

23. MAINTENANCE OF TRAFFIC

- A. Prior to construction, the Contractor shall designate and submit to the City the name of the person designated as the traffic manager for this project.
- B. The Contractor is required to submit a traffic control plan (TCP) to the City of Salisbury, Department of Public Works, for approval. Traffic control must be maintained at all times. The site specific TCP must be submitted on a separate 24" x 36" sheet with the approved 911 address. The TCP must be approved by the DPW and shall have a signature block for the Public Works Director in the lower right hand entering upon or approaching roadways maintained by either jurisdiction. The Contractor will be responsible for notification to all properties or businesses directly affected by detours or changes in traffic patterns before beginning of construction and as determined by City of Salisbury. At least 48 hours notice shall be given. The TCP sheet shall include the following statement accompanied by a signature block containing the signature of a registered professional engineer or professional land surveyor (registered in Maryland):
"I hereby certify that this plan has been prepared under my supervision and in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways for Maryland requirements, latest edition. I further certify that, to the best of my ability, the plan features the minimum amount of traffic disruption necessary to complete the work in and along the public roadway."
- C. Contractor shall be responsible for all traffic maintenance and detouring. All signs, arrow boards, barricades, lights, flagmen, etc. needed for maintenance of traffic shall be furnished by the Contractor. All traffic control devices shall be properly maintained to insure that the general public's safety is never jeopardized. All traffic control devices are to conform and adhere to those specified and set forth in the Maryland Department of Transportation "New Work Zone Traffic Control" and/or "Manual on Uniform Traffic Control Devices for Streets and Highways." This manual is approved by the U.S. Department of Transportation - Federal Highway Administration and a copy can be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Any Contractor who is unsuccessful in obtaining this publication may review our office copy by visiting the Department of Public Works, Government Office Building, 125 N. Division Street, Room 202, Salisbury, Maryland 21801.
- D. No item has been included in the Form of Proposal for the aforementioned items and no additional payment will be made for them. Items shall be incidental costs to the Contract.

24. SUBSTANTIAL COMPLETION

- A. Upon completion of all work under this Contract, including the Preliminary and Final testing of any equipment, the Contractor shall request, in writing, Substantial Completion by the Owner.

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- B. Prior to this request, all specified operation and maintenance instructions and training shall have been provided for the City personnel and all certificates, spare parts, test equipment, record drawings, and other items required to be delivered shall have been provided.
- C. Inspection Procedures: Upon receipt of Contractor's request, Engineer will either proceed with inspection or advise Contractor of prerequisites not fulfilled. Following initial inspection, Engineer will either prepare certificate of substantial completion, or advise Contractor of work which must be performed prior to issuance of certificate; and repeat inspection when requested and assure that work has been substantially completed. Results of complete inspection will form punch-list for final acceptance.

25. COMPLETION OF PUNCH LIST ITEMS

- A. At the time of Substantial Completion, the Engineer and Owner shall prepare a punch list of items remaining to be completed or corrected prior to final acceptance. The punch list shall fix the time within which, and a retainage amount equal to one and one half times the estimated cost for which such items shall be completed or corrected, said time to be within the Contract Time.
- B. Contractor shall complete all items of work on the punch list, plus any new items that may be added to it, as soon as possible after the date of Substantial Completion but within the Contract Time.
- C. No partial payments or monthly progress payments shall be allowed between the Substantial Completion Payment and the Final Payment.

26. FINAL ACCEPTANCE

- A. General: prior to requesting Owner's final inspection for certification of final acceptance and final payment, as required by General Conditions, the Contractor shall complete the following and list known exceptions:
 - 1. Submit final payment request with final releases and supporting documentation not previously submitted and accepted. Include certifications where required.
 - 2. Submit updated final statement, accounting for additional (final) changes to Contract Sum.
 - 3. Submit copy of Owner's final punch list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance.
 - 4. Submit Consent of Surety.
 - 5. Submit all warranties.
 - 6. Submit Maintenance Bond in amount of 5% of total contract amount or City will hold 5% Retainage for guarantee period of 2 years.
- B. Re-inspection Procedure: upon receipt of Contractor's notice that work has been completed, including punch-list items resulting from earlier inspections, and excepting incomplete items delayed because of acceptable circumstances, Owner will re-inspect work. Upon completion of re-inspection, Owner will either prepare certificate of final acceptance or advise Contractor of work not completed or

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obligations not fulfilled as required for final acceptance. If necessary, procedure will be repeated.

- C. The guarantee period starts with the date of Final Acceptance.

27. ERRORS OR OMISSIONS IN DRAWINGS AND SPECIFICATIONS

- A. Should the Contractor find any errors or omissions in the specifications or other contract documents or should there be any conflict between such specifications or other contract documents, the Contractor shall be required, prior to submission of the signed bid proposals, to notify the Owner in writing and to have such specifications or other contract documents explained and adjusted.
- B. If such notice is not furnished to the Owner as herein provided, the Contractor shall be deemed to have found such specifications or documents in proper form for execution and the contractor shall bear any costs of defect in the work caused by such omission, error or conflict.
- C. Where a conflict occurs between or with standards, specifications, drawings, codes, and ordinances, the more stringent or higher quality requirements shall apply.

28. CONSTRUCTION STAKEOUT/SURVEYS/LINE & GRADE

- A. The Contractor shall, within the prices bid and without extra cost to the Owner, perform stakeout of line and grade required to properly construct the items shown on the plans and provided for in the specifications, including, but not necessarily limited to, the following efforts:
- (1) The general site Contractor shall engage an independent, licensed, Maryland Professional Land Surveyor or Property Line Surveyor, qualified in various types of survey work specified herein. The surveying firm shall have a trained staff large enough to perform the specified duties. Within fifteen (15) days after the award of the Contract, the Contractor shall submit the name of his licensed, Maryland surveyor including his/her qualifications. The surveyor's duties shall be as outlined herein.
 - (2) Surveyor shall survey, set, and maintain guide stakes required for earth movement and levels and shall establish the baseline of construction. The Contract Drawings may indicate a benchmark. The Contractor shall use this benchmark in the execution of the work.
 - (3) Contractor is responsible for protection of stakes.
 - (a) Damaged stakes are to be replaced at Contractor's expense, or
 - (b) Replaced by Contractor's engineer.
 - (4) Contractor is responsible for detailed layout
 - (5) City will provide vertical control in the form of benchmarks. Project benchmarks are normally shown on the contract drawings. If the benchmark is not designated on the plan, it shall be the Contractor's responsibility to obtain an approved benchmark from the City.
 - (6) Copy of cut sheet (record of actual grade per station) shall be provided to the City Engineer three (3) days prior to construction for approval by the

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Engineer. Construction SHALL NOT begin until the cut sheet (s) is approved in writing by the Engineer.

- (7) The Surveyor shall establish the locations and grades of all structures and establish the limit of disturbed area, in the field.
- (8) The surveyor shall check grades, contours and levels throughout earth movement operation.
- (9) The surveyor shall inform the Engineer immediately if, during the survey, deviations from the Contract Drawings are uncovered.

29. SEQUENCE OF CONSTRUCTION

- A. The Contractor is responsible for all construction sequencing. The Contractor shall submit and obtain approval of his detailed sequence of construction. Acceptance of this plan by the Engineer or the City denotes only lack of objection at the time and in no way implies that the Engineer or the City guarantees that particular sequence of construction as proposed by the Contractor will in fact work. Also, any approval given is done so with the stipulation that all work done shall comply with the plans and specifications.
- B. As construction proceeds, should the Contractor's sequence of operation cause operational problems that were unforeseen at the time of approval, the City reserves the right to withdraw the previous approval and require the Contractor to submit and obtain approval of an amended Sequence of Construction.

30. CONSTRUCTION SCHEDULE

- A. The Contractor shall submit a construction schedule in accordance with the General Conditions, plotting work increments against time, indicating anticipated date of beginning and completion of each work increment and indicating completion of all increments by the scheduled date. The Contractor shall assign such work forces as are necessary to accomplish all increments of the work within the time allotted on the construction schedule.
- B. The Construction schedule shall be submitted within ten (10) days after the effective date of the Agreement. This schedule is in addition to any other schedule required under the General Conditions.

31. INTERFACE WITH EXISTING FACILITIES

- A. Connections to existing pipes and structures shall be scheduled and coordinated in advance with the Engineer and Owner. It may be necessary to make connections during the night hours or weekends. No claim for extra compensation or extension of contract time will be allowed on account of the necessity for connections to be made during normal "off" hours. Permission of the Engineer and Owner shall be obtained by the Contractor **prior** to making any connections to existing systems.
- B. When the Contractor desires certain electrical and/or mechanical functions to be interfaced, he shall inform the Engineer, in writing, a minimum of five (5) working days prior to the date he desires those interfaces to be made. The Contractor shall not

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alter the settings of or connect or disconnect any electrical or mechanical equipment without the approval of the Engineer.

32. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. Shop drawings are generally defined as all fabrication and erection drawings, diagrams, brochures, schedules, bills or material and other data prepared by the Contractor, his subcontractors, suppliers or manufacturers which illustrate the manufacturer, fabrication, construction and installation of the work, or a portion thereof.
- B. All costs necessary for compliance with the requirements of this Section of the specifications shall be included under the lump sum price bid.
- C. Detailed shop drawings, data, literature for fabricated materials or equipment to be incorporated in the work shall be submitted to the Engineer for review for general compliance with the contract documents before fabrication. The Contractor shall obtain and check manufacturer's shop drawings, certified prints and other pertinent data for conformance with all requirements of the Plans and Specifications and in ample time to permit satisfactory progress of the work. After completion of such checking and verification by the Contractor, the Contractor shall sign or stamp such drawing, which stamp shall state as follows:

Checked by _____
(Contractor's Name)

Signed by _____
(Checker's Name)

- D. All data, shop drawings and correspondence from subcontractors, manufacturers or suppliers shall be routed through the Contractor. The Owner shall review only such data and details as are sent by the Contractor. All correspondence, including shop drawings, data, and literature for fabricated materials or equipment shall comply with the following requirements: it SHALL BE submitted to the City for review, clearly labeled with the title of the product/service which is being submitted and the specific corresponding specification section, part, sub-part, paragraph, or drawing sheet and detail listed, as applicable. Failure to include all relevant identification information shall be cause for the submittal to be returned to the Contractor without it having been reviewed.
- E. All shop drawings shall be in conformity with all requirements of the plans and specifications. All shop drawings except diagrams, brochures, schedules, and illustrations shall be to an appropriate scale, no smaller than 1/8 inch = 1 foot 0 inches, and shall give all dimensions necessary for installation and incorporation in the work. All shop drawings shall be accurate and complete, showing outline and section views, details, materials, accessories, appurtenances, and related items. Shop drawings showing piping and conduit systems shall incorporate sufficient views to show all fittings and specialties including locations and spacing of hangers and supports. Piping and/or conduit systems 3-inches in diameter and smaller may be

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shown as a single line. Equipment and specialties installed within and/or connected to piping and conduit systems shall be cross-referenced to equipment and specialty shop drawings by shop drawing identification number, manufacturer name, catalog or model number and equipment numbers shown on the plans. Electrical shop drawings shall include, but are not necessarily limited to, complete terminal identification diagrams and schedule, complete point-to-point interconnection diagram, complete single line and elementary wiring diagrams, for all power, signal, control and lighting systems, together with panel layout drawings. Terminal point and wire identification on all working drawings shall be identical to related terminal point and wire identifications on equipment and panels, and absolutely no deviation from this requirement will be permitted.

- F. The Contractor shall submit to the Owner a minimum of eight (8) copies of shop drawings and approval data plus any additional number required for the Contractor's use. The Owner will retain four (4) copies of each submittal and return four (4) copies to the Contractor. The Owner's notation of the action taken will be noted on all of the returned copies. At the time of each submission, the Contractor shall call to the Owner's attention, in writing, any deviations that the shop drawings may have from the requirements of the Plans and Specifications.
- G. Upon review by the Owner of the above drawings, lists, samples and other data the same shall become a part of the Contract, and the fabrications furnished shall be in conformity with the same, provided that the review of the above drawings, lists, specifications sample, or other data shall in no way release the Contractor from his responsibility for the proper fulfillment or the requirements of this Contract.
- H. Corrections or comments made on the shop drawings during the Owner's review do not relieve the Contractor from compliance with the requirements of the drawings and specifications. This check is only for review of general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. The Contractor is responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, and in performing his work in a safe manner. If the shop drawings deviate from the Contract Documents, the Contractor shall advise the Owner of the deviations, in writing accompanying the shop drawing, including the reasons for the deviations, and shall request deviation from the Contract Documents.
- I. The shop drawings are intended to be utilized by the Contractor for additional fabrication, assembly and erection data. The shop drawings do not change or supersede the Plans and Specifications except in specific cases when the Contractor requests in writing and receives approval in writing for a deviation from the Plans and Specification. The Contractor's request for a change shall give, in detail, the specific change requested and shall state the reason for the change. Changes requested by the Contractor and approved by the Owner shall not be construed to include approval of any change except the changed details specifically requested and approved.
- J. The Contractor will also submit to the Owner for review with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples shall have been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer any pertinent catalog numbers and the use for which intended.

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- K. The Contractor's attention is specifically directed to the fact that no work shall be fabricated, nor equipment or materials ordered, nor any construction performed, prior to approval by the Owner of shop drawings applicable thereto. Construction performed in violation of this requirement will be neither approved nor certified for payment until applicable shop drawings have been submitted and approved. If the Owner so directs, the Contractor shall disassemble and remove any such construction performed prior to approval by the Owner of shop drawings applicable thereto, and the Contractor will be allowed no additional compensation or extension of contract time. If any equipment or materials are ordered by the Contractor prior to submission and approval of shop drawings, he does so at his own risk.
- L. It shall be the responsibility of the Contractor to make all necessary changes in other items, which result from deviations or changes requested by the Contractor and approved by the Owner, so that all items perform the requirements and intent of the Contract Documents.
- M. After review by the Owner, shop drawings shall be returned to the Contractor marked as follows: APPROVED, APPROVED AS NOTED, REVISE AND RESUBMIT, OR REJECTED. Unapproved shop drawings (i.e., REVISE AND RESUBMIT or REJECTED) shall be returned to the Contractor for necessary modifications: only two (2) copies of unapproved shop drawings will be returned. Subsequently, the Contractor shall submit a minimum of eight (8) copies of complete, revised shop drawings to the Owner for approval.
- N. Within fourteen (14) days of the pre-construction conference, the Contractor shall submit a list of all shop drawings to be submitted. This list shall include the title of the product/service which is being submitted and the specific corresponding specification section, part, sub-part, paragraph, or drawing sheet and detail, as applicable. This list can then be used as a check to ensure that all items are submitted.
- O. Timing of Submittals:
 - (1) Make submittals promptly and in such sequence as to cause no delay in the Work.
 - (2) In scheduling, allow 15 working days for Owner's review of Mechanical and Electrical shop drawings following receipt of the submittal. Allow 10 working days for Engineer's review of all other shop drawings following receipt of the submittal.
 - (3) Delays caused by tardiness in receipt of submittals shall not be an acceptable basis for extension of the Contract duration time.

33. OPERATION AND MAINTENANCE MANUALS FOR EQUIPMENT AND PRODUCTS

- A. General:
 - 1. The contractor shall furnish Operation and Maintenance Manuals for all products and equipment provided under this contract;
 - 2. Prior to completion of the work, and at least thirty (30) days prior to the 50% payment, the Contractor shall furnish for the Engineer's review three (3) Operation and Maintenance Manual draft copies;

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3. Prior to completion of the work, and at least sixty (60) days prior to the 85% payment, the contractor shall furnish for the Engineer's review three (3) copies of the final Operation and Maintenance Manual. The final manual must be approved by the Engineer before a final inspection of the work will be conducted and prior to the issuance of the Certificate of Substantial Completion.
- B. Manual Preparation:
1. Manuals shall include operation and maintenance information on all systems and items of equipment. The data shall consist of: catalogs, brochures, bulletins, charts, schedules, approved Shop Drawings corrected to as-built conditions and assembly drawings and wiring diagrams describing location, operation, maintenance, and other information necessary for the owner to establish an effective operating maintenance program. The following data shall also be included:
 - a. Title page giving name and location of facility, Contract Drawings Nos. where shown and Specification Section where described;
 - b. Performance curves for all pumps and equipment;
 - c. Approved Shop Drawings of each piece of equipment;
 - d. Manufacturer's cuts and dimension drawings of each piece of equipment and details of all replacement parts;
 - e. Manufacturer's erection, operation and lubrication instructions for equipment and apparatus, and complete listing of name plate data;
 - f. Complete wiring diagrams of all individual pieces of equipment and systems including one line diagrams, schematic or elementary diagrams, and interconnection and terminal board identification diagrams;
 - g. Complete piping and interconnecting drawings;
 - h. Complete parts list with parts assembly drawing (preferably by exploded view), names and addresses of spare parts suppliers, recommended list of spare parts to be kept "in stock" and sample order forms for ordering spare parts. Lead time required for ordering parts shall be estimated;
 - i. Instructions with easily understood schematics or diagrams for disassembling and assembling the equipment for overhaul or repair;
 - j. The Contractor shall complete the three Forms A, B, and C entitled "Equipment Registration, Parts List and Maintenance Procedures Sheet" for each piece of equipment furnished under the contract. These forms shall be included in the Operation and Maintenance Manual at the proper place.
 2. All items listed above that are of a sheet size of 8-1/2 by 11 inches or can be folded (no more than twice) to this size shall be bound in 4 inch maximum loose-leaf three-ring d-post type binders with black plastic-coated covers. The contents shall be fully indexed.
 3. Shop Drawings 24 by 36 inches in size shall be folded to approximately 12 by 9 inches with drawing title box exposed along either edge. Shop Drawings descriptive of a single item of equipment shall be grouped together. All Shop Drawings shall be placed in accordion-type folders, and fully indexed on the outside of the folders in a neat and uniform manner.

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4. All Shop Drawings included in the binders and/or folders shall be those copies previously submitted for review and approval and shall bear the Engineer's stamp of approval and comments as originally noted thereon.
- C. Approval:
 1. Subsequent to the Engineer's approval and return of the final manual, the Contractor shall submit four (4) complete sets of manuals to the Engineer;
 2. Substantial Completion certification will positively not be undertaken until approved Operation and Maintenance Manuals have been submitted. Partial approvals of the final manual will not be made;
 3. Delivery of manufacturer's service (O&M) manuals and installation instructions satisfactory to the Engineer is an essential part of the equipment delivery. Incomplete or inadequate manuals will be returned for correction and/or resubmission.

34. AS-BUILT DRAWINGS

- A. During the progress of the job, the Contractor shall keep a careful record at the job site of all changes and corrections to the information shown on the Drawings. The Contractor shall enter such changes and corrections on one set of Contract Drawings immediately. The as-built drawings shall indicate, in addition to all interior changes and corrections, the actual location referenced from two permanently fixed surface structures of all subsurface utilities installed or uncovered by him. At the time of beneficial occupancy of each facility involved under the Contract, the Contractor shall submit to the Owner one set of as-built drawings showing the aforementioned data. If the Contractor fails to maintain the as-built drawings as required herein, final payment, with respect to the Contract as a whole, will be withheld until proper as-built drawings have been furnished to the Owner.
- B. The Contractor shall keep one copy of all Contract Drawings and approved Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Owner and shall be delivered to him upon completion of the Project.

35. CONTRACTOR SAFETY REQUIREMENTS

- A. SAFETY: the Contractor will comply, within the prices bid and without extra cost to the Owner, with all safety regulations or determinations issued by any agency of the Federal Government, including OSHA, the State of Maryland, and the City of Salisbury.
- B. Before a Notice to Proceed is issued for any Project, the Contractor must provide to the City a site specific safety plan, material safety data sheets and a hazardous communication policy. These items will be reviewed by the City of Salisbury. No work may begin on the project until these items have been provided.
- C. Contractor must also designate an on-site safety contact person from their company. This person must be available at all times.
- D. Contractor must provide all subcontractors with a copy of this requirement. Adherence is required of all subcontractors, regardless of tier.

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- E. A representative of the Contractor and applicable subcontractors must be present at all site progress meetings.
- F. Failure to comply with these requirements could result in a finding of DEFAULT on the part of Contractor.
- G. The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Item B as the Project caused in whole or in part by the contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible.
- H. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined by the City.

36. SEDIMENT CONTROL

- A. Contractor is responsible for control of erosion due to the project construction.
- B. Wire mesh, filter cloth and stone shall be placed around all storm water inlet structures for protection until such areas are stabilized.
- C. Pipe outfalls shall be protected by silt fence and filter cloth.
- D. Sediment control shall be in accordance with "Standards and Specifications for Soil Erosion Control and Sediment Control in Developing Areas" by USDA Soil Conservation Service.
- E. Sediment Control Plan, latest revision, shall be approved by the Soil conservation Service BEFORE the start of construction.

37. SUBSURFACE INFORMATION

- A. Test borings by City will be open to Contractor's inspection when available.
- B. Test borings by Contractor are subject to City approval of location and type of exploration.
- C. Testing of materials shall be made at the contractor's expense, by a certified testing laboratory.
- D. The Contractor shall cooperate with and assist the town in taking samples and packing them for shipment to a laboratory.

38. CHANGE ORDERS & UNAUTHORIZED WORK

- A. No claims may be made by anyone that the scope of the project or the Contractor's services have been changed (requiring changes to the amount of compensation to the Contractor or other adjustments to the Contract) UNLESS such changes or adjustments have been made by an approved, written amendment (change order) to the Contract, signed by the Asst. Director of Internal Services–Procurement Division (and the City Council, if required), prior to extra work being initiated.
- B. Extra work performed without the Owner's approval of lines and grades, work

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performed beyond the lines and grades shown on the drawings or as given, and extra work performed without prior, approved, written Change Order will be considered unauthorized, and at the expense of the Contractor. Such work will not be measured by the Owner, nor will payment be made by the Owner. Work so performed may be ordered removed by the Owner and replaced at the Contractor's expense.

- C. No **oral** conversations, agreements, discussions, or suggestions which involve changes to the scope of the Contract made by anyone, including any City employee, shall be honored or valid.
- D. No written agreements or changes to the scope of the Contract made by anyone, including any City employee, other than the Asst. Director of Internal Services–Procurement Division (with City Council approval if required) shall be honored or valid.

39. VARIATIONS IN ESTIMATED QUANTITIES

Where the quantity of a pay item in any City contract is an estimated quantity and where the actual quantity of such pay item varies more than twenty-five percent (25%) above or below the estimated quantity stated in this contract, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs **due solely** to the variation above one hundred twenty-five percent (125%) or below seventy-five percent (75%) of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the procurement officer shall, upon receipt of a written request for an extension of time within ten (10) days from the beginning of the delay or within a further period of time which may be granted by the procurement officer before the date of final settlement of the Contract, ascertain the facts and make the adjustment for extending the completion date as in his/her judgment the findings justify.

40. DIFFERING SITE CONDITIONS

- A. The Contractor shall promptly, and before such conditions are disturbed, notify the Asst. Director of Internal Services–Procurement Division in writing of (1) subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or (2) unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this Contract. The Procurement Officer shall promptly investigate the conditions, and if he/she finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the Contract modified in writing accordingly.
- B. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in (A) above; provided, however, the time prescribed therefore may be extended by the City.

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- C. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

END OF SECTION

SPECIAL CONDITIONS
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NOTE: THESE SPECIAL CONDITIONS SUPERSEDE ALL OTHER
SPECIFICATIONS IN CASE OF CONFLICT!

1. **GENERAL**

The City of Salisbury is interested in receiving bids from qualified CONTRACTORS to furnish all labor, materials and equipment necessary to install atomic clock based time clocks to control exterior lighting, install occupancy based interior lighting controls, and install seven day programmable temperature control thermostats in designated areas at the City of Salisbury Police Department, Public Works, Fire Department, City Zoo, Water Department and Wastewater Department located in Salisbury, Maryland. The project is a funded in part through the Maryland Energy Administration EmPOWER CLEAN ENERGY Communities Grant Program.

2. **PERMITS**

The Successful Firm will be required to obtain all permits and inspections required by Wicomico County, Maryland.

3. **MOBILIZATION**

Cost for mobilization shall be included in the bid price.

4. **COMMENCEMENT OF CONTRACT**

Work is to begin within 10 days from the date of the "Notice to Proceed" and to complete the improvements no later than April 30, 2010.

5. **WAGE RATES**

No Federal wage rates other than "minimum" wage rates will be imposed.

6. **CONTRACTOR STORAGE AREAS**

A. The City will not provide an area to store the materials during construction at each facility.

B. Contractor materials are not the responsibility, or liability, of the City of Salisbury.

7. **WORK HOURS**

Work hours for this project are Monday-Friday 8:30 A.M. to 4:30 P.M. unless otherwise authorized by the City.

8. **REFERENCES**

Bidder will provide five (5) references with their submittal.

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9. **LICENSES**

The Successful Firm MUST be a Master Electrician licensed in Wicomico County, Maryland.

10. **BRAND NAMES**

Brand names are not intended to limit competition, but to establish a certain standard. Bidders are encouraged to bid their equipment and the City will evaluate it with the understanding that some specifications carry more weight than others. Based upon the City's past experience with the intended use of the equipment being bid, the City of Salisbury reserves the right to accept or reject any exceptions to the specifications or substituted equipment as may be in the best interest of the City.

END OF SECTION

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THE PROJECT

The objective of this project is to replace the existing T-12 florescent fixtures with T-8 florescent fixtures using 28 watt bulbs in designated areas at the City of Salisbury Police Department, Salisbury Zoo, and Downtown Parking Garage located in Salisbury, Maryland. The work shall also include replacement of the existing bulb type exit signs with LED bulb exit signs at the Downtown Parking Garage.

The BIDDER will provide, but not be limited to, all labor, materials, tools, equipment, supervision and related services necessary to complete the installation of all electrical work, mechanical work and related systems improvements or replacements required to deliver to the CITY OF SALISBURY a complete installation ready for continuous and satisfactory operation of the facility locations identified.

Successful Firm shall furnish and install equipment and accessories in accordance with the requirements specified. Firm shall be responsible for removal and disposal of all trash created as a result of performance of this work.

1. **Install atomic clock based time clocks to control exterior lighting**

- A. Remove the existing exterior light control time clock or controls in the designated areas and replace with electronic "Astronomic" seven-day time switch control device to automatically switch loads according to a preset weekly schedule with to-the-minute accuracy. The astronomic feature provides sunset ON and sunrise OFF settings to eliminate the need for separate photo control devices. The independent 7-day programming provides complete flexibility for applications where load switching differs each day of the week. Astronomic programming shall be combined with independent programs to provide a sunset ON and timed OFF program.
- B. The new time switch control shall provide the following: Voltages and Cycles 50 or 60 Hz Switch Rating – 30 Amp Inductive/Resistive, 24 / 120 / 240 / 277 VAC 60 Hz; 20 Amp Resistive, 28 VDC; 1 HP 120 VAC 60 Hz; 2 HP 240 VAC 60 Hz; 5 Amp Tungsten, 120 / 240 / VAC 60 Hz; 20 Amp ballast, 120-277 VAC 60 Hz. ET100C same ratings for 120 Volt loads only; Pulse Features – 2-Circuit models feature 2-Second pulse option for contactor and bell ringing applications; Automatic Adjustment for Daylight Saving Time (DST; Field replaceable "AAA" batteries maintain program and accurate time keeping for 3 years minimum. Up front replacement does not require removal of mechanism; Wiring Terminals – #18 to #10 AWG wire; Minimum ON/OFF Times – 1 minute; Maximum ON/OFF Times – 6 days 23 hours 59 minutes.
- C. The number of new to be installed shall be the same as exist in the current locations.
- D. Power shall be connected to the existing power panel.
- E. All replacement parts shall be UL listings and meet or exceed the governing FCC, CTL, and ANSI certification requirements.
- F. All fixtures and materials provided shall be UL listed and comply with all Federal, State, and Wicomico County Codes and Standards.
- G. The acceptable manufacturer is Intermatic Inc. using an Astronomic Electronic Time Switch Model Numbers ET8015C, ET8015CR, ET8115C, ET8115CR, ET8215C, ET8215CR, or equal.
- H. The number of units to be installed at each location is as follows:

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Two - City Service Center - 500 Mack Ave.
Two - Salisbury Zoo - 750 S. Park Dr.
Two - Salisbury Police Department - 699 W. Salisbury Pkwy.
One - Salisbury Water & Sewer-Utilities - 404 W. Isabella St.
One - Fire Station 1 - 1100 Beaglin Park Dr.
One - Fire Station 2 - 801 Brown St.
One - Fire Station 16 - 325 Cypress St.
Two - Wastewater Treatment Plant - 1142 Marine Rd.
One - Salisbury Water Treatment Plant - 640 E. Main St.
One - Paleo Water Plant - 2322 Scenic Dr.

2. **Install occupancy based interior lighting controls**

- A. The existing lighting switching in the designated areas shall be removed and replaced with occupancy sensors with passive dual technology (PDT) control capability to existing control lighting. PDT includes motion sensing using Passive Infrared technology and engages Micorophonic technology to hear sounds that indicate continued occupancy. The unit shall have a timer control capability from 30 seconds to 20 minutes and shall allow the sensor to reset every time occupancy is detected. The system shall be able to provide: Operating Voltage of 120-347 VAC, Load Rating (1 Phase only) at 13 Amps per Pole; Motor Load at 1/4 HP and Frequency at 50/60 Hz (Timers are 1.2 times for 50 Hz).
- B. Sensors shall be connected to existing control circuits and switches.
- C. The number of sensors to be installed shall be the same as exist in the current locations.
- D. Power shall be connected to the existing power panel.
- E. All replacement parts shall be UL listings and meet or exceed the governing FCC, CTL, and ANSI certification requirements.
- F. All fixtures and materials provided shall be UL listed and comply with all Federal, State, and Wicomico County Codes and Standards.
- G. The acceptable manufacturer is Sensor Switch Inc. using a Dual Technology Large Area Wall Switch Sensors – LSW PDT, LSW PDT 2P, LWSH PDT, LWSH PDT 2P, or equal.
- H. The number to be installed at each location is as follows:
 - Twelve - City Service Center - 500 Mack Ave.
 - Twenty - Salisbury Zoo - 750 S. Park Dr.
 - Forty Five - Salisbury Police Department - 699 W. Salisbury Pkwy.
 - Eight - Fire Station 1 - 1100 Beaglin Park Dr.
 - Seven - Fire Station 2 - 801 Brown St.
 - Twenty Two - Fire Station 16 - 325 Cypress St.
 - Six - Wastewater Treatment Plant - 1142 Marine Rd.
 - Six - Salisbury Water Treatment Plant - 640 E. Main St.
 - Four - Paleo Water Plant - 2322 Scenic Dr.

3. **Install seven day programmable temperature control thermostats**

- A. The existing thermostats in the designated areas shall be removed and replaced with commercial rated digital, hard-wired dual system, seven-day programmable thermostats.
- B. The new commercial rated digital, hard-wired dual system, seven-day programmable thermostat, shall be with featured as follows: Permanent program retention without battery

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- backup; Automatic changeover; Two pre-programmed time/temperature periods per day; Multi-stage, heat pump, or single stage up to 2-stage heat/2-stage cool, with economizer control; Large back lighted display and illuminated keypad; System and thermostat diagnostics; Air filter change indicator; Daylight Savings Time quick-change button; Separate setup menus; Programmable fan: continuous occupied, auto unoccupied and on/off delays, Selectable Energy Management Recovery (EMR); Compressor auxiliary run time.
- C. The new thermostat electrical shall be 20 to 30 VAC, 50/60 Hz with common 0.05 to 1.5 amps per terminal. 2.5 amps maximum total load.
 - D. The new thermostat standard systems capability shall be: multi-stage gas; multi-stage oil; multi-stage electric; single-stage heat pump; two-stage compressor heat pump capability.
 - E. The new thermostat set point temperature range shall be: 45-99 degrees F (7-37 degrees C) rated Differential: 0.5-1.5 degrees F (0.28-0.83 degrees C); Operating Ambient Temperature: 32-110 degrees F (0-43 degrees C); Operating Humidity Range: 90 percent non-condensing max.
 - F. All replacement parts shall be UL listings and meet or exceed the governing FCC, CTL, and ANSI certification requirements.
 - G. All fixtures and materials provided shall be UL listed and comply with all Federal, State, and Wicomico County Codes and Standards.
 - H. The acceptable manufacturer is Emerson Climate Technologies, White-Rogers 90 Series Thermostat – 1F97-1277, or equal.
 - I. The number to be installed at each location is as follows:
 - Six - City Service Center - 500 Mack Ave.
 - Eighteen - Salisbury Zoo - 750 S. Park Dr.
 - Six - Salisbury Police Department - 699 W. Salisbury Pkwy.
 - Two - Salisbury Water & Sewer-Utilities - 404 W. Isabella St.
 - Six - Fire Station 2 - 801 Brown St.
 - Two - Wastewater Treatment Plant - 1142 Marine Rd.
 - Two - Salisbury Water Treatment Plant - 640 E. Main St.
 - Four - Paleo Water Plant - 2322 Scenic Dr.

4. **Existing Fixtures, Equipment, and Related Parts Collection Disposal**

- A. The Contractor shall remove the existing fixtures and related parts and shall place in containers provided by the Contractor and approved by CITY OF SALISBURY at each location.
- B. The Contractor will be responsible for the disposal of the fixtures and related parts once placed in the containers by the Contractor.
- C. The Contractor shall provide CITY OF SALISBURY a copy of the disposal manifest signed by the Contractor that the materials were disposed of or re-used/remanufactured at a licensed facility within 14 days of the date disposed.
- D. Final payment will not be processed until the disposal manifest(s) are submitted and approved as acceptable by the CITY OF SALISBURY.
- E. Successful Firm shall furnish and install equipment and accessories in accordance with the requirements specified. Firm shall be responsible for removal and disposal of all trash created as a result of performance of this work.

5. **Miscellaneous**

- 1. Provide all labor and non-labor efforts necessary to provide complete the construction

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services required.

2. Provide appropriate permits and inspection certificates with the Wicomico County Government on behalf of the City of Salisbury.
3. Comply with all conditions outlined in this request especially with the items contained in this section.
4. Complete "punch list" items generated by the City of Salisbury
5. Submit applicable Operation & Maintenance manuals.
6. Provide complete commissioning services for equipment installed to the satisfaction and acceptance of the City of Salisbury.
7. Provide a detailed list and specifications for all installed and/or repaired equipment.
8. Provide sign off approval of 100% project completion by the City of Salisbury.
9. Upon completion the bidder is to submit a two (2) year full guarantee of all work performed under the contract to be free from defect in materials and workmanship.
10. Upon completion the Bidder shall submit all related Manufacturers' warranties.

6. **Construction Sequencing**

1. The Contractor shall submit, within fourteen (14) days of the notice of award, a FINAL sequence of construction plan.
2. The plan must be approved by the City of Salisbury prior to proceeding with construction.
3. The final date of construction will be coordinated with the City to fit the program schedules with each facility.
4. Access will be limited to 8:30 A.M. to 4:30 P.M. weekdays, unless prior arraignment has been approved by the City.
5. Construction must be completed no later than April 30, 2010.
6. The City has the right to change the proposed sequence of construction to provide a different schedule for access to the facilities.
7. The City reserves the right to add or delete quantities or locations. The price adjustments shall be based on the unit price per fixture included in the Form of Proposal.

The CONTRACTOR will provide but not be limited to all labor, materials, tools, equipments, supervision, related services necessary to complete the installation of all related electrical work, mechanical work, and related equipment, fixtures, and systems improvements or replacements required to deliver to the City of Salisbury a complete installation.

The CONTRACTOR'S Price for the project shall include all freight, labor, materials and non-labor efforts necessary to provide complete the construction services required.

END OF SECTION

**THIS AND PRECEEDING SECTIONS DO NOT NEED TO BE REUTRND WITH BID
SUBMITTAL.**

FORM OF PROPOSAL
CONTRACT MEA 206-10

Date_____

Assistant Director of Internal Services–Procurement Division
City of Salisbury
Government Office Building
Room 104
Salisbury, Maryland 21801

To whom it may concern:

We hereby submit our proposal for the time clocks, occupancy based lighting sensors and programmable thermostats at selected department facilities, as specified in the bid documents.

Having carefully examined the bid documents, Instructions to Bidders, Specifications and Form of Proposal, having visited the site of construction and having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposes to furnish the items called for by the bid documents as stipulated in the Schedule of Prices below.

* Prices quoted to include all labor, materials and equipment necessary to perform the work. F.O.B. Destination, freight prepaid and allowed.

ITEM	DESCRIPTION	QTY	UM	PRICE	TOTAL PRICE
101	Remove the existing exterior light control time clock or controls in the designated areas and replace with electronic “Astronomic” seven-day time switch control device to automatically switch loads according to a preset weekly schedule with to-the-minute accuracy. Total fourteen new devices.	14	EA		
102	Remove existing lighting switching in the designated areas and replaced with occupancy sensors with passive dual technology (PDT) control capability to existing control lighting. PDT includes motion sensing using Passive Infrared technology and engages Micorophonic technology to hear sounds that indicate continued occupancy. Total one hundred thirty new occupancy sensors.	130	EA		
103	The existing thermostats in the designated areas shall be removed and replaced with commercial rated digital, hard-wired dual system, seven-day programmable thermostats. Total forty-six new seven-day programmable thermostats.	46	EA		
Total Items 101 thru 103					

*Brand names are not intended to limit competition, but to establish a certain standard. Bidders are encouraged to bid their equipment and the City will evaluate it with the understanding that some specifications carry more weight than others. Based upon the City’s past experience with the intended use of the equipment being bid, the City of Salisbury reserves the right to accept or reject any exceptions to the specifications or substituted equipment as may be in the best interest of the City.

(Total Items 101 thru 103 Written)

Sign for Identification

Name, Printed

FORM OF PROPOSAL
CONTRACT MEA 206-10

References: List five (5) references for work successfully completed in the last 12-36 months. Include contact name, address, telephone number and services performed.

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

Sign for Identification

Name, Printed

FORM OF PROPOSAL
CONTRACT MEA 206-10

The undersigned hereby certifies that, except as listed below, or on separate sheets attached hereto, the enclosed proposal covers all items as specified.

EXCEPTIONS:

(If none, write NONE) _____

THE BIDDER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA.

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

Sign for Identification

Name, Printed

FORM OF PROPOSAL
CONTRACT MEA 206-10
INDIVIDUAL PRINCIPAL

FIRM NAME _____
SIGNED BY _____ IN PRESENCE OF _____
Witness

ADDRESS _____
TELEPHONE _____
CITY/STATE/ZIP _____ FAX NO. _____

CO-PARTNERSHIP PRINCIPAL

NAME OF CO-PARTNERSHIP _____
ADDRESS _____

TELEPHONE _____
CITY/STATE _____ FAX NO. _____
SIGNED BY _____ IN PRESENCE OF _____
Partner Witness

SIGNED BY _____ IN PRESENCE OF _____
Partner Witness

CORPORATE PRINCIPAL

NAME OF CORPORATION _____
ADDRESS _____

TELEPHONE _____
CITY/STATE _____ FAX NO. _____
SIGNED BY _____ IN PRESENCE OF _____
President Witness

(Affix Corporate Seal)

ATTEST _____
Corporate Secretary

Sign for Identification

FORM OF PROPOSAL
CONTRACT MEA 206-10
CONTRACTOR'S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

1. I, _____ (Name, Printed) am the
_____ (title) and the duly authorized representative of the firm
of _____ (name of corporation) whose address is

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 below, neither I nor the above firm, nor to the best of my knowledge and of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo-contendere to a change of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government (conduct prior to July 1, 1977 is not required to be reported).

3. (State "none" or, as appropriate, list any conviction, plea or admission described in paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any.)

I acknowledge that this affidavit is to be furnished to the City of Salisbury, I acknowledge that, if the representations set forth in this affidavit are not true and correct, the City of Salisbury may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

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

Sign for Identification

Name, Printed

FORM OF PROPOSAL
CONTRACT MEA 206-10

SUBCONTRACTORS

The undersigned BIDDER proposes to use the following named SUBCONTRACTORS

The following Corporation is charted in the State of _____

Witness

Signature

Title

CORPORATE SEAL

Firm Name

Date

Business Address

Maryland Contractor's License No.

Wicomico County Electrician's License No.

Sign for Identification

Name, Printed

FORM OF PROPOSAL
CONTRACT MEA 206-10

NON-COLLUSIVE AFFIDAVIT

_____ being first duly sworn,
deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Offeror that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Offeror 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 Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal 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 Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements on the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the proposed Work;
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror 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	_____ Name, Printed
	_____ Title

AFFIDAVIT OF PAYMENT
CONTRACT MEA 206-10

The following Affidavit of Payment
of Debts and Claims must be completed by the
Contractor before final payment or release
of retainage by the City.

AFFIDAVIT OF PAYMENT
CONTRACT MEA 206-10
CONTRACTOR'S AFFIDAVIT OF
PAYMENT OF DEBTS AND CLAIMS

To
City of Salisbury
Internal Services-Procurement Division
Department of Public Works
125 N. Division Street
Room 104
Salisbury, Maryland 21801

Contract No MEA 206-10

Contractor Name: _____

The undersigned hereby certifies that, except as listed below, or on attachment, he/she has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write "**NONE**"). If required by the owner, the Contractor shall furnish bond satisfactory to the Owner for each exception. If additional space is needed, attach list to this form.

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment.
Whenever Surety is involved, Consent of Surety is required. AIA DOCUMENT G707, CONSENT OF SURETY, may be used for this purpose.

Indicate attachment: By: _____
(yes) (no) President

Subscribed and sworn
before me this day of _____ (Date)

NOTARY PUBLIC:

_____(Name)

My Commission expires: _____ (Date)