



BIDDING DOCUMENTS

**CITY OF SEAT PLEASANT
6301 Addison Rd.
Seat Pleasant, Maryland 20743**

Project Title: Seat Pleasant Alley Repair Project

Deadline: August 2, 2021, 4:00 PM

The City of Seat Pleasant is seeking proposals from all interested and qualified contractors for the Street Repair Project Contract. Award shall be made in accordance with contractor's qualifications and best value price. Bidders are strongly encouraged to carefully review the Design and Specification documents. Pre-Proposal meeting to discuss project with Mr. Stanley Mosley, Project Manager, will be held on July 19, 2021, 10:00 AM at the Environmental Justice Department Building Center, 108 69th Street, Seat Pleasant, MD 20743. Technical questions must be submitted in writing at least (7) days prior to the bid opening date.

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Project Title: City of Seat Pleasant Alley Repair Project

The location of the project site is parallel to the 6200 Block of Field Street
Accessible from the 600 block of 63d Place and 63rd Street, and the 600 block of
62nd Place
Seat Pleasant, Maryland 20743

A. PROPOSAL INSTRUCTIONS

1. Technical Information

The Contractor shall submit the following technical information:

- A brief narrative explanation of how it will accomplish work described below under Section C, Scope of Work.
- A timeline with milestone dates for accomplishing the work.
- Information outlining the experience and qualifications of the company, along with appropriate references.

Contractors that fail to include all the above information may be rejected as non-responsive.

2. Cost Summary

- a. A Cost Summary must be submitted on the attached form entitled “Bid Cost Form: City of Seat Pleasant Alley Repair Project.” All contractors must give the price in figures. The Cost Summary must contain the original signature of a person or person(s) authorized to bind the company. All proposals must be typed. Corrections on the Cost Summary must be initiated by the contractor.
- b. The City of Seat Pleasant is exempt from State and Local taxes. Therefore, an allowance for such taxes should not be included in the bidding proposal offer. Exemption certificates will be furnished to the successful Contractor upon request.
- c. Conditioned proposal and proposals containing escalator clauses will not be accepted. In the event any offer contains deviations or substitutions from the advertised specifications, the Contractor is required to fully describe and explain the nature of deviations or substitution in the proposal submission.
- d. A cost summary must be submitted for the particular task addressed in the proposal.

3. **Other Required Information**

The following forms and information must be returned with proposal:

- a. Bid Cost Form City of Seat Pleasant Alley Repair Project
- b. Each specified BMP feature will be separately priced.
- c. Non-Collusion Affidavit
- d. Non-Conviction affidavit
- e. U.S. Employer Identification Number, Maryland employer Identification Number and Certification of Good Standing (if Contractor is a corporation)

4. **Submission of Proposals**

a. All proposals shall be addressed to:

- City of Seat Pleasant Alley Repair Project
Attention: Ms. Dashaun Lanham, City Clerk
6301 Addison Road
- Seat Pleasant, Maryland, 20743 Proposals must be submitted electronically or via USPS mail. Proposals may also be hand-delivered during the hours of 9 am-5pm Monday through Friday, provided that a signed receipt acknowledging the in-person delivery is time and date stamped from a City Employee. Electronic and mail submittals will also receive a receipt of the proposals. It is the responsibility of the responders/bidders to ensure that they receive this receipt to indicate that the city has received the proposal. It is the contractor's responsibility to ensure that its offer is delivered at the proper time and place. Offer received thereafter will be considered, unless it is the only offer received.
- This solicitation is open June 25, 2021, and ends July 25, 2021.
- The deadline for submission is August 1, 2021, at 4:00 pm.
- Bid Opening: all bids will be opened on August 2, 2021, at 4:00 pm, Seat Pleasant City Hall, 6301 Addison Road, Seat Pleasant, Maryland 20743.

b. Corrections of, or changes to, offers will be acceptable only if delivered in writing to the City Clerk prior to the time set out in paragraph 4(a). Request for withdrawal of an offer must be made in writing. No offer may be withdrawn for a period of forty-five (45) days following the deadline date.

c. The Contractor by submitting its offer represents that all personnel, equipment, and materials necessary for providing the described services will be available as needed.

d. Errors in preparation of the offer will not relieve Contractors from the terms thereof. Failure of the Contractor to thoroughly understand all aspects of this request for proposal or to become familiar with all conditions that may affect performance before submitting an offer will not be an acceptable excuse for withdrawal or change of the offer.

e. All quantities provided are approximate and should be viewed as such.

- f. This invitation to offer is sent as a courtesy to known interested companies. The receipt of this request for proposal from the City of Seat Pleasant in no way implies a contract offer has been made by the City of Seat Pleasant or that the recipient is a qualified Contractor.

5. **Assistance to Contractors**

a. **Site Inspection**

Each Contractor is urged to visit the site of work so as to be fully informed as to the conditions under which the work is to be done, to facilitate planning under the specifications set out herein, and to coordinate with related and associated work.

Failure to inspect the site of work will not relieve the successful Contractor of the obligation to furnish labor, material, and equipment necessary to carry out the work, and to complete said work for the consideration and in the time set out herein.

b. **Questions**

All questions concerning the interpretation of this proposal, or other contract documents, shall be emailed to: Mr. Stanley Mosley, Project Manager, smosley@seatpleasantmd.gov. . No questions will be accepted after deadline date.

B. **EVALUATION OF PROPOSALS**

1. **Selection Criteria**

- a. In determining which proposal is best, the City of Seat Pleasant will take into consideration the offer price and the experience, qualifications, and references of the Contractor to perform the work. The City reserves the right to reject any or all proposals in whole or part, to waive any technicalities or formalities, and to exercise in its sole discretion which proposal will serve in the best interests of the City of Seat Pleasant. The City reserves the right to cancel any award at any time prior to the execution of a contract, without any liability on its part.
- b. If two or more technical proposals are of approximately equal merit, the contract will be awarded to the company whose proposal has the lowest cost among those companies. If two or more companies offer costs that are close to equal, the contract will be awarded to the company whose technical proposal is evaluated as best among those companies. In general, a highly qualified Contractor that meets all the technical proposal criteria and offers the lowest cost will be awarded the contract.
- c. Proposals will be evaluated based on
 - Organizational capacity
 - Technical knowledge and experience
 - Street Repair- Specific Task Requirements
 - Cost effectiveness

2. **Notification**

The City of Seat Pleasant intends to complete its evaluation and decision process within two weeks after submission of offers.

C. **SCOPE OF WORK**

1. **Alley Repair**

We are seeking your recommendation for repair of an alley, as well as the cost to the city and number of years the repair is anticipated to withstand normal wear.

The specified alley needs to be milled and overlaid (estimated area is 3,650 sq ft.) The city is requesting the cost to repair the alley/roadway.

All necessary warranties on materials and workmanship shall be provided to the City of Seat Pleasant upon completion of the work to be performed.

2. **Supervision**

The Contractor shall provide name and contact information of the site supervisor who shall be on site for the duration of the project work. The Contractor's work schedule shall be required at the beginning of the contract before work commences.

The successful Contractor shall work to complete the said contract on time.

D. **GENERAL CONDITIONS**

1. **Scope**

The work under this contract includes all labor, materials, and equipment required to complete all items of work necessary or required for the respect and guaranteed to be substantial, safe, and ready for regular use by the City of Seat Pleasant. Only new materials will be accepted for use on the project.

2. **Laws and Regulations**

The contractor shall comply with all State and County Code, Regulations, and Approvals required. Contractor must be licensed as required by the Laws of Maryland.

3. **Work Schedule**

The Contractor shall at the execution of the contract, notify the City of Seat Pleasant in writing of the **names of subcontractors** proposed for parts of the work, and shall not employ any that the City of Seat Pleasant may, within a reasonable time, object to as incompetent or unfit.

4. **Necessary Details, Not Specifically Mentioned**

All work called for in the specifications and not shown on the plans and not called for in the specifications, shall be furnished and executed by the Contractor as if designed in both these ways. Should any works or materials be required which are not denoted on the plans and specifications either directly or indirectly, but which are nevertheless necessary for the proper carrying out of the intent thereof, it is understood and agreed that the same is implied and required and the contractor shall perform such work and furnish such materials as fully as if they were completely delineated and described.

E. **EXECUTION OF CONTRACT AND DATE OF WORK**

1. The Contractor to whom the contract is awarded will be notified by fax transmission, Email, or by telephone and mail if no fax is available and must execute the contract and submit it together with any other required documents within two working days after notification. Failure to do so will be just cause for annulment of the award by the City of Seat Pleasant.
2. The successful Contractor shall be required to enter into a contract, a sample of which is attached. The terms and conditions of this offer and Contractor's proposal shall be incorporated in said contract and will be binding on the Contractor. Before submitting an offer, each Contractor must examine the contract documents thoroughly.
3. If the Contractor to whom an award is made shall fail to timely execute the contract and/or submit required documents, the award may be terminated by the City of Seat Pleasant, which may then award the contract to the next ranked contractor or reject all remaining offers, as not in the best interest of the City of Seat Pleasant.
4. The successful Contractor shall perform the services described herein as an independent contractor and not as an employee of the City of Seat Pleasant.
5. Work under the contract shall begin within ten (10) work- days after execution of the contract. There will be no separate notice to proceed. Said work shall be completed within thirty (30) days of start date. A schedule showing usage of the entire contract time is required as part of the offer proposal. A more aggressive schedule may be proposed.
6. The Terms and Conditions of the sample contract provided hereto may be amended by the City prior to execution.

F. **INSURANCE AND INDEMNIFICATION, LICENSES, PERMITS AND APPLICABLE LAWS**

1. The successful Contractor shall provide proof of compliance with State Law as to workers compensation and employment insurance, and commercial general liability insurance for bodily injury and property damage in the amount of \$1,000,000.00 each occurrence/\$2,000,000.00 aggregate; automobile liability insurance for bodily injury and property damage in the amount of \$1,000,000.00 per occurrence. The City of Seat Pleasant shall be named as an additional insured on general liability coverage of the successful Contractor.

2. The successful Contractor shall indemnify and hold harmless the City of Seat Pleasant, its officers, agents, and employees, from all suits, actions, and damages or cost of every kind and description, arising directly or indirectly out of the performance of the contract, whether caused by negligence on the part of the successful Contractor, its agents, and employees, or by other causes.
3. The successful Contractor will be responsible for having or obtaining any and all licenses and complying with all permits pertaining to performance of work under the contract. All services and material provided by the successful Contractor shall conform to all applicable laws and regulations.
4. If the Contractor subcontracts out any of the work to be performed, he shall be solely responsible for the payment of all subcontractors and shall provide to the City an affidavit that all subcontractors have been paid in full prior to receipt of final payment. The City shall have no liability as to any subcontractor. The Contractor shall hold the City harmless for any liability and shall be solely responsible for any and all costs, inclusive of reasonable attorney fees in the event of any legal proceedings or liens for non-payment by a subcontractor.
5. The successful Contractor will be required to submit a performance bond in the amount of the contract price at the time of award.

G. MATERIALS AND STANDARDS OF WORK AND PERIODIC AND FINAL INSPECTION

1. All work performed and material provided pursuant to the contract will be in conformance with standards and adopted by the State of Maryland and Prince George's County and will be appropriate for existing conditions. All work shall be performed in a neat and workmanlike manner by trained and experienced personnel. Defective or unsuitable material or workmanship shall be rejected and shall be made good by the successful Contractor at its expense, notwithstanding that such deficiencies have been previously accepted or were due to no fault of the Contractor.
2. The City of Seat Pleasant will make periodic inspections of the work through the Project Manager for the City. A final inspection of the work shall be made by the Project Manager and the successful Contractor at the end of the work and cure period to ensure that all requirements are met.

H. RETAINAGE

The City of Seat Pleasant will pay the contract price to the successful Contractor **25%** up front when the work begins and **75%** when the work is completed and approved by the City's Project Manager. **CHANGE ORDERS: IT IS ANTICIPATED THERE WILL BE NO CHANGE ORDERS, HOWEVER IF THERE IS A NEED, ANY CHANGE ORDER IS SUBJECT TO THE APPROVAL OF THE CITY'S PROJECT MANAGER.**

CITY OF SEAT PLEASANT

*City of Seat Pleasant Street Repair Project
Request for Proposal (RFP)*

Jeannelle B. Wallace, Interim City Manager

Date

AFFIDAVIT OF NON-CONVICTION

I HEREBY AFFIRM THAT:

1. I am the _____ and duly authorized.
(Owner, Partner, Officer, Agent)
representative of the firm _____,
(Company Name)
representative of the firm _____, 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, any of its officers, directors, or partners or any of its
employees are 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 as contenders to a charge of, or having during the course of
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 law of
any State or the 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,
individuals involved and their position with the firm, and the sentence or disposition,
if any.

I acknowledge that this affidavit is to be furnished, where appropriate, to the City of
Seat Pleasant under Section 13-405 (h) of the State Finance and Procurement article
of the Annotated Code of Maryland, which ordains that any person convicted of
bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract
from the State or any subdivision of the State of Maryland shall be disqualified from
entering a contract with the City.

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

Date: _____

Signature: _____

NON-COLLUSION AFFIDAVIT

1. I, _____
(Owner, Partner, Officer, Representative, Agent)
of _____
(Company Name)
the Bidder that has submitted the attached Bid:
2. I am fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances representing such Bid.
3. Such Bid is genuine and is not a collusive or sham Bid.
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder firm or person to submit a collusive or sham Bid in connection with the contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Seat Pleasant or any person interested in the proposed contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not limited by any collusion, conspiracy, convenience, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest including this affidavit.

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

Contractor

Name _____
Typed

Date

Signature

BID COST FORM

City of Seat Pleasant Alley Repair Project

COST SUMMARY

We are seeking your recommendation to repair the current condition of the alley, as well as the cost to the City and number of years it is anticipated that the repair service adequately under normal traffic and weather conditions.

The specified alley/roadway needs to be milled and overlaid (estimated area is 3650 sq ft.) The city is requesting the cost to repair the intersection.

Cost: \$_____

Contractor

Signature

Position

Company

Date

**CONTRACT BETWEEN
CITY OF SEAT PLEASANT**

AND _____

This Contract for the City of Seat Pleasant Alley Repair Project at a specified alley/roadway (hereinafter "Contract") is made as of this _____ day of _____ 2021, by and between the City of Seat Pleasant, Maryland, a municipal corporation incorporated under the laws of the State of Maryland, 6301 Addison Road, Seat Pleasant Maryland 20743 and _____ (Contractor), address city and state including zip code..

WHEREAS, the City of Seat Pleasant, Maryland (hereinafter the "City") has issued an invitation to accept bids to construct aforementioned Alley Repair, best management practices and features on the specified alley/roadway in the City of Seat Pleasant, Maryland 20743.

WHEREAS _____, (Hereinafter the "Contractor") has submitted the most cost -effective offer for providing reconstruction, repair, and replacement of Alley Repair features and all other necessary work as enumerated in the Request for Proposal by the City of Seat Pleasant.

WHEREAS the City has selected Contractor to construct Alley Repair features and other works included to RFP.

WHEREAS, the Contractor has agreed to provide said services to the City of Seat Pleasant, as herein described.

NOW THEREFORE, in consideration of the promises of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the City of Seat Pleasant and the Contractor do hereby agree as follows:

CONTRACT DURATION

This Contract shall commence on the _____ day of _____,
2021, and end on the _____ day of _____, 2021.

CONTRACT PRICE AND PAYMENT TERMS

- 1.1 The City agrees that as compensation for the City of Seat Pleasant Alley Repair Project of the City of Seat Pleasant at the location identified, Seat Pleasant, Maryland 20743, the City shall pay the Contractor the sum of \$_____, in total.
- 1.2 Payment will be made in the following form: \$ _____(25%) upon contract award, and final payment of \$ _____(75%) upon completion and the submission of all required affidavits pursuant to the RFP.
- 1.3 If the Contractor's invoice is not paid within 30 days, provided that all workmanship and completion of the project is at the satisfaction of the city, interest will be added to any outstanding balance.
- 1.4 Any changes, modifications, amendments to or attachments that affect this contract or any part of this contract require acceptance by signature of the below signed City of Seat Pleasant official.

THE WORK

- 2.1 The Contractor shall perform all the work required by the submitted proposal for the City of Seat Pleasant Alley Repair Project in the City of Seat Pleasant at the specified alley/roadway, as outlined in the attached proposal, which is incorporated into this document by reference.
- 2.2 The Contractor will supply all labor, material (as stated), and supervision necessary to provide the work in accordance with all federal, state, county and local regulations and inspections pertaining to a project of this type.

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 3.1 The work to be performed under this Contract shall be commenced on _____ and, subject to authorized adjustments; substantial completion shall be achieved not later than ___ or other agreed upon date.

CONTRACT SUM

The City shall pay the Contractor in current funds for the performance of the work, subject to addition and deductions by an agreed upon Change Orders of both parties as provided in the Contract Documents, the Contract Sum of:

\$ _____ Dollars (\$ _____).

TAX STATUS

The City of Seat Pleasant, a municipality in the State of Maryland, is a tax-exempt government organization. The city will furnish a tax-exempt certificate for Contractor’s information.

OFFICIALS NOT TO BENEFIT

No member of the City government may be admitted to any part or share of this contract, or to any benefit arising from it. This prohibition does not apply to the extent this contract is with a corporation for the corporation’s general benefit.

INSURANCE

- a. The Contractor shall provide at its own expense comprehensive automobile bodily injury and property damage liability insurance covering all vehicles, whether such vehicles are owned, hired or non-owner operated, or operated by/or on behalf of the Contractor in the performance of this Contract, with not less than the following units:

Combined single limit of \$1,000,000 per occurrence per bodily injury and property damage.

- b. Contractor will also obtain and pay premiums for the following insurance:
1. Workmen’s Compensation Maryland Statutory Limit
 2. Comprehensive General Liability in an amount not less than \$1,000,000 (combined personal injury and/or property damage) per occurrence and \$1,000,000 annual aggregate.

- c. Prior to commencing performance under this Contract, the Contractor shall furnish to the City of Seat Pleasant, a Certificate of Insurance for each of the foregoing coverage. The Certificates shall contain provisions for at least ten (10) days prior to written notice of any cancellation or material change to be provided to the City of Seat Pleasant. The insurance companies providing such insurance must be acceptable to the City of Seat Pleasant.

PERFORMANCE BOND

The Contractor shall furnish a Performance Bond in the amount of the total Contract value of \$ _____, made out to the City of Seat Pleasant, Maryland for the faithful performance of this Contract. The surety thereon must be authorized and licensed to transact business in the State of Maryland. Attorneys in fact who sign performance bonds must file with each bond a certified copy of their power of attorney to sign such bonds. An irrevocable assignment of savings account, certified check, or money order made payable to the City of Seat Pleasant, Maryland may be accepted in lieu of such Performance Bond.

BID BOND/PAYMENT BOND

In addition, Contractor shall furnish a Bid Bond and Performance Bond in the amount of **10%** of the total Contract value of \$ _____, made out to the City of Seat Pleasant, Maryland for the faithful performance of this Contract.

TERMINATION FOR DEFAULT

- a. The Contractor's right to perform this Contract may be terminated by the City of Seat Pleasant in the event services are not performed as stated in this Contract. Thereafter, City of Seat Pleasant may have the services performed by others and the Contractor shall be liable for all costs to the City of Seat Pleasant in excess of the Contract price for the remaining portion of the Contract term.
- b. The contractor's right to continue performance under this Contract shall not be terminated nor the Contractor charged with damages if his performance was interrupted by extreme weather conditions or other acts of God, public disturbance, acts of war, or other valid cause beyond the Contractor's control, (Failure of the Contractor's equipment is not considered to be a valid reason for non-performance under this Contract). However, the Contractor must recommence work interrupted for any reason when directed by the City of Seat Pleasant Project Manager or the City Manager upon cessation of cause for such interruption.

TERMINATION FOR CONVENIENCE

- a. The City of Seat Pleasant may elect to terminate all or a part of this Contract for his Convenience by providing at least thirty (30) days prior written notice to the Contractor. If the City of Seat Pleasant does not terminate this Contract for its convenience, the City of Seat Pleasant shall pay the Contractor compensation for its performance up to the termination date.
- b. The Contractor may elect to terminate all or a part of this Contract for his convenience by providing at least thirty (30) days prior written notice to the City if unforeseen conditions arise.

ASSIGNMENT

All covenants and agreements herein contained shall extend to and be obligatory on the successor and assigns of the Contractor, but the Contractor shall not assign this Contract or any payment hereunder except with the prior written consent of the City Manager of the City of Seat Pleasant.

TOOLS AND EQUIPMENT

The Contractor shall provide all equipment and tools, both power and manual, to perform the work described in the Request for Proposals.

LIENS

All services performed by the Contractor under this Contract shall be kept free from claims, liens, and charges. The Contractor shall be solely responsible for all services provided by any subcontractors and shall provide to the City an affidavit that all subcontractors have been paid in full prior to receipt of final payment by the City. If any subcontractor files a lien or makes a claim against the City, the Contractor shall hold the City harmless, and be liable for any and all expenses incurred by the City, inclusive of reasonable attorney's fees, in the prosecution of the legal proceedings.

SAFETY

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs, including those required by law in connection with the performance of the work. The contractor shall promptly remedy damages and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

DAMAGE TO CITY OF SEAT PLEASANT OWNED PROPERTY OR PRIVATE PROPERTY

The Contractor agrees to compensate the City of Seat Pleasant, its citizens, and other persons for any loss that they may suffer due to thefts or speculations, by employees of the Contractor or its subcontractors. The Contractor further agrees to restore to original or better condition any City owned or privately owned property that was damaged during the commencement and duration of the project.

Should employees of the Contractor or its subcontractor cause damage or loss to public or private property, and/or furnishing and equipment contained therein, Contractor shall immediately notify the City of Seat Pleasant Project Manager and Director of Environmental Justice of the location, cause, and time of damage. Contractor agrees to repair or replace any such damage or loss, to the City of Seat Pleasant's complete satisfaction, at the Contractor's own expense.

REQUIREMENTS OF PERFORMANCE

The Contractor shall furnish all labor, materials, equipment, and supervision to reconstruct/repair the specified alley/roadway in the City of Seat Pleasant, Maryland 20743 in accordance with the following requirements:

Housing and Community Development Act of 1974, Public Law 93-383, as amended; Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 17001u; 4 CFR 135 (Code of Federal Regulations); Executive Order 11246; the Clean Air Act of 1963, as amended; 40 CFR 15; Davis Bacon Fair Labor Standards Act, as amended, 40 U.S.C. 276a-276a-5; Copeland (Anti-Kickback) Act, 48 stat. 948, 40 U.S.C. 276 C; Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-332; 24 C.F.R Part 35 (Lead-Based Paint Hazards); Civil Rights Act of 1964, Title VI, Public Law 88-352; and Section 504 of the Rehabilitation Act of 1973. Additional provisions may apply depending upon the nature of the work to be performed and the contract price.

INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold the City of Seat Pleasant harmless from and against any and all actions, proceedings, claims or demands of whatever nature, in law or in equity and against any and all liabilities, damages, losses, costs and expenses, including, without limitation reasonable attorney fees incurred or suffered by the City of Seat Pleasant by reason of, in consequence of or arising out of the Contractor's obligations, actions, or events as they relate to the performance of this Contract. Such indemnification shall be binding upon the heirs, assigns and legal representatives of the City of Seat Pleasant and the Contractor and its performance shall be governed by, construed, and enforced in accordance with the laws of and applicable to the State of Maryland.

DIVISIBILITY

In the event that any part of this Contract shall, at any time or to any extent, be judicially declared invalid or unenforceable, the remainder of the Contract shall not be affected thereby.

Each provision of this Contract shall be valid and enforced to the fullest extent permitted by the law.

HEADINGS AND SECTIONS

The Contract Headings and Sections are provided for convenience only and shall not affect the construction hereof. All Sections are intended to create one agreement binding on the parties hereto.

AMENDMENTS

Any amendments to this Contract must be in writing and signed by authorized representatives of both the City of Seat Pleasant and the Contractor.

IN WITNESS WHEREOF, this Contract has been executed as of the day, month and year as set forth above.

For the City of Seat Pleasant

for the Contractor

Jeannelle B. Wallace

Signature

Interim City Manager

Title

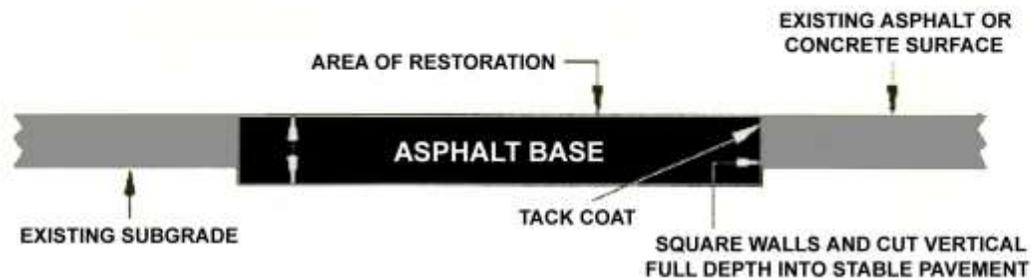
Title

Date

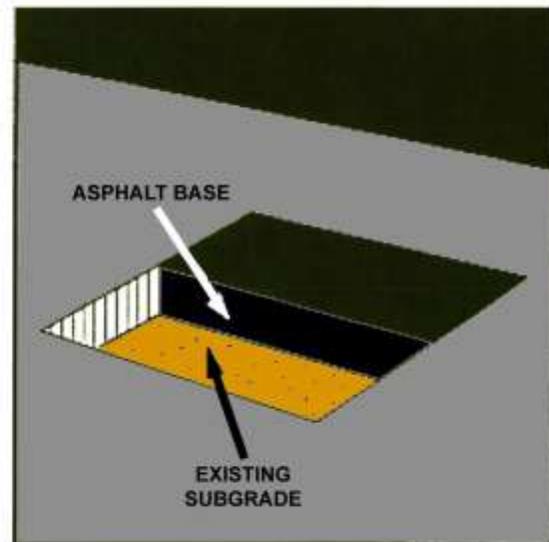
Date

TDS Sheet # 05

Full - Depth Base Asphalt Restoration



1. Lay out and mark all areas of repair.
2. Excavate areas to be repaired to a depth of 6". Dispose of all debris offsite.
3. Square surface of repair and cut walls of repair to produce vertical edges.
4. Roll existing sub-grade materials to achieve maximum density.
5. Mechanically apply liquid asphalt tack coat to all vertical edges of repair.
6. Install 6" of hot mix asphalt base course material.
7. Roll asphalt base course to achieve a true and firm finish matching existing grade.



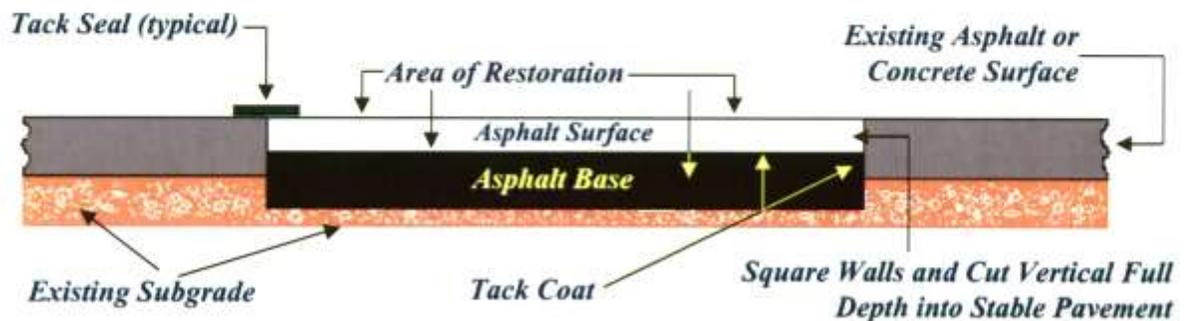


TDS – Information Sheet - 06

Full Depth Asphalt Finish Patching

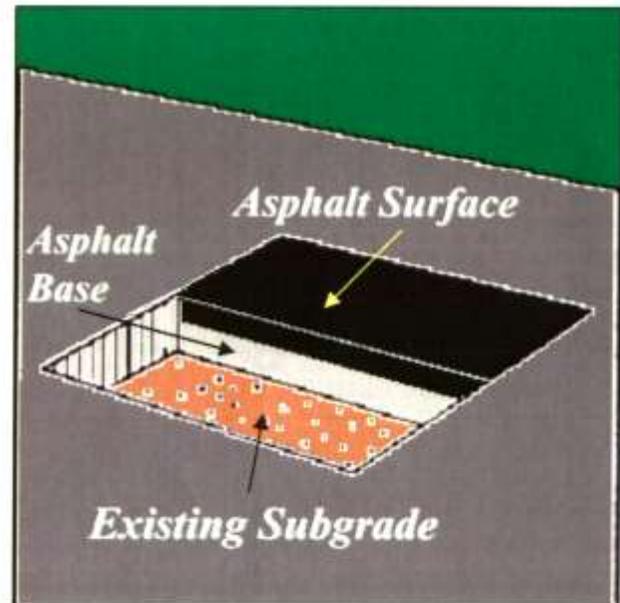
Asphalt & Concrete Services Inc.

Rockville, Maryland 20854
301-279-9092 Main Office
301-294-2338 Office Fax



SCOPE:

- Layout and mark all areas of repair
- Excavate areas to be repaired to a depth of 6" - Dispose of all debris off-site.
- Square surface of repair and cut walls of repair to produce vertical edges.
- Roll existing subgrade materials to achieve maximum density.
- Mechanically apply liquid asphalt tack coat to all vertical edges of repair.
- Install 4" of hot mix asphalt base course material
- Roll asphalt base course to achieve a true and firm finish.
- Tack coat surface of asphalt base course to provide proper bonding of the new surface course
- Install 2" of hot mix asphalt surface course material.
- Roll surface course to achieve compaction and to meet existing grade.
- Apply seal of liquid asphalt to the adjoining



NOTE: Asphalt & Concrete Services, Inc. is not responsible for ponding water or poor drainage in areas where grades are less than 2%.