

TOWN OF SCARBOROUGH

PROJECT MANUAL

FOR

**PAYNE RD TRAFFIC ISLAND
IMPROVEMENT PROJECT**

SCARBOROUGH, MAINE

ITB - 122012

September 8, 2011

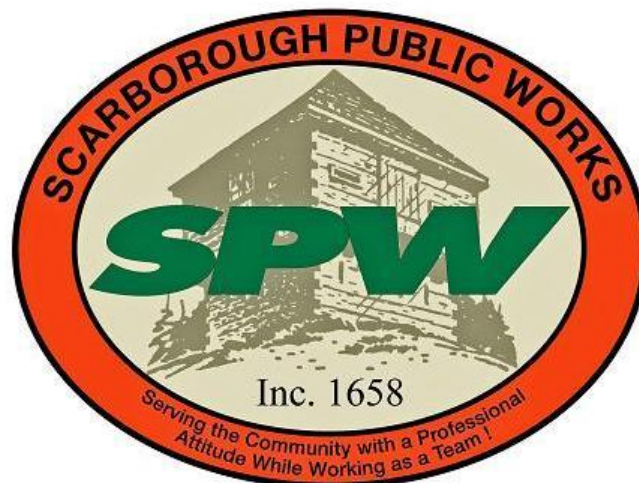


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IMPROVEMENT PROJECT
SCARBOROUGH, MAINE**

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PART I
BIDDING REQUIREMENTS

SECTION 1

REQUEST FOR BIDS

**PAYNE RD TRAFFIC ISLAND
IMPROVEMENT PROJECT
TOWN OF SCARBOROUGH, MAINE**

Separate sealed bids for Payne Rd Traffic Island Improvement Project in Scarborough, Maine will be received by the Town of Scarborough at the Office of the Town Clerk, Municipal Building 259 U. S. Route 1, Scarborough, ME 04074 (Telephone 730-4000) until 1:00 P.M. (prevailing time) on Friday, September 23, 2011, and then at said office publicly opened and read.

The project involves reconstruction of an existing island and planting of landscape materials as well as new construction of a landscaped traffic island. Traffic islands will be constructed of type 5 sloped granite curb. The successful bidder will be responsible for all aspects of the project.

Each proposal must be made upon the Official Bid Form provided and it is requested that all Bid Forms be sealed before submission.

Separate Sealed Bids shall be addressed to:

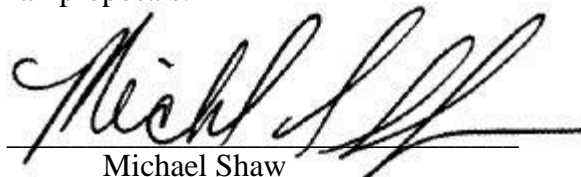
Town of Scarborough
Attention: Town Clerk
Scarborough Municipal Building
259 U.S. Route 1
P.O. Box 360
Scarborough, ME 04070-0360

and endorsed on the wrapper: Proposal for Payne Rd Traffic Island Improvement Project.

For additional information or to examine the Contract Documents please contact: Michael E. Shaw, Public Works Director, Scarborough Public Works, 20 Washington Avenue, Scarborough, Maine (Telephone 207-730-4400; Email mshaw@ci.scarborough.me.us)

Work shall be governed by this project manual which includes references to the "State of Maine" Department of Transportation, Standard Specifications, Revision of December 2002. Said Standard Specifications shall be considered an integral part of this project manual.

The Town reserves the right to reject any or all proposals.



Michael Shaw
Director, Scarborough Public Works

SECTION 2

INSTRUCTIONS FOR BIDDERS

PAYNE RD TRAFFIC ISLAND IMPROVEMENT PROJECT SCARBOROUGH, MAINE

2.01 STANDARDS, SPECIFICATIONS, AND LAWS

The State of Maine, Department of Transportation, Standard Specifications, revision of December 2002 have been adopted by the Town of Scarborough and are in integral part of these specifications and will govern the materials, methods, and execution of the work.

Whenever reference is made to Standard Specifications in these documents it shall be interpreted to mean the State of Maine, Department of Transportation Standard Specifications, Revision of December 2002.

All work shall comply with the Standard Specifications and all applicable federal, state and local laws, ordinances, rules and regulations.

2.02 GENERAL SCOPE OF WORK

The work of this project consists of reconstruction and new construction of raised landscaped traffic islands on Payne Rd in Scarborough.

2.03 SAFETY AND SITE CONDITIONS

Contractor shall maintain the project in a clean and orderly manner and shall maintain the usual safety programs at all times.

2.04 CHANGE ORDERS, ADDITIONAL WORK AND CORRECTION OF WORK

Any alteration or deviation from the defined project referred to in the Measurement & Payment section of this document will be executed upon a written change order issued by Contractor and will be signed by Contractor and Owner prior to the commencement of additional work by the Contractor.

2.05 PAYMENT SCHEDULE

Contractor may submit to Owner a monthly request for payment for work done and material delivered to and stored on the site, together with supporting data and evidence to establish Owner's title to such material.

The Owner shall review any requests for payment. Any decision other than payment of such request shall be accompanied with a written explanation with reasons for the decision. A copy of the explanation shall also be sent to Contractor and other parties involved.

Owner shall:

1. Make payment within 30 days.
2. Withhold all or part of the request for any of the following reasons:
 - i. Defective Work;
 - ii. Evidence of claims against the contractor that may affect the Owner

- iii. Failure to make payments to subcontractors, material suppliers or employees
- iv. Damage to another contractor or another contractor’s work equipment

Contractor shall present the Owner with a complete and itemized breakdown of the cost of various aspects of the work, which Contractor will use in monthly estimates of work done.

2.06 WARRANTY

Contractor warrants to Owner that all materials and equipment furnished by Contractor and any subcontractors under this contract will be new to the extent applicable, and that all work will be of good quality, free of improper workmanship and free of defective materials. Contractor shall also warranty all Contractor and subcontractor work for a period of one year following substantial completion of the project and for a period of one year following the correction of any defective work.

2.07 TERMINATION

Either party may terminate this contract for cause after giving the other party written notice and an opportunity to cure. Owner may terminate this contract for convenience by giving Contractor 5 days’ notice and equitably compensating Contractor for work performed to the date of termination.

2.08 DISPUTE RESOLUTION

Any controversy or claim arising out of or related to this contract that cannot be resolved between the parties shall be submitted to the Superior Court for Cumberland County.

2.09 SUBCONTRACTORS

Contractor shall be fully responsible to Owner for the acts and omissions of Contractor’s subcontractors and of persons both directly or indirectly employed by subcontractors, and shall hold them to the same terms and conditions as Contractor is held under this contract. Contractor’s contract with subcontractors shall inform them that Owner will notify them under 10 MRSA § 3252 that they may not make claims or file liens against the project. In addition, the contracts shall inform subcontractors that they may not look to Owner for payment and that their sole avenues for payment are Contractor.

2.10 INSURANCE

The limitations of liability for the insurance required shall provide coverage for not less than the following amounts or greater where required by law:

1. Workers Compensation:
 - (a) State: Statutory
 - (b) Applicable Federal (e.g. Longshoreman's): Statutory
 - (c) Employer's Liability: \$1,000,000
2. Contractor General Liability:
 - (a) Bodily Injury: \$2,000,000 Per Occurrence
\$2,000,000 Products and completed Operations

- (b) Property Damage*: \$1,000,000 Each Occurrence
* Property Damage liability insurance will provide Explosion, Collapse, and Underground Coverages.
 - (c) Personal and Advertising Injury limit with Employment Exclusion Removed:
\$3,000,000 Annual Aggregate
\$1,000,000 Each Occurrence
 - (d) Fire Damage Limit: \$ 50,000
 - (e) Medical Expense: \$ 5,000
3. Automobile Liability:
- (a) Bodily Injury: \$1,000,000 Each Person, \$3,000,000 Annual Aggregate
\$1,000,000 Each Accident, \$3,000,000 Annual Aggregate
 - (b) Property Damage: \$1,000,000 Each Occurrence
\$3,000,000 Annual Aggregate
4. Contractual Liability insurance shall be included as part of the coverage afforded under General Liability as described above.

Owner shall be named as additional insured on the comprehensive general and automobile liability policies. Contractor shall provide Owner copies of the actual insurance policies for review and approval before the commencement of work.

2.11 INDEMNIFICATION

Contractor will indemnify and hold harmless Owner and its agents and employees, in their public and individual capacities, from and against all claims, damages, losses and expenses, including attorney's fees in their public and individual capacities arising out of or resulting from the performance of the work.

2.12 BID SUBMITTAL

All bids must be submitted on the Official Bid Form provided in Section 4 of this bid document.

2.13 RIGHT OF REJECTION

The Town of Scarborough reserves the right to accept or reject any or all bids should it be deemed in the best interest of the Town, to waive any minor discrepancies or informalities and to further negotiate with any bidder.

Bidders must comply with all terms of the bid, the Town's Purchasing Ordinance, and all applicable local, state and federal laws, codes and regulations. The Town may reject any bid that does not comply with all of the material and substantive terms, conditions and performance requirements of the bid.

2.14 NOTICE OF INTENT TO AWARD

The Town will issue a written Notice of Intent to Award and send copies to all bidders. Such Notice will set out the names of all bidders and will identify the successful bidder.

SECTION 3

MEASUREMENT & PAYMENT

**PAYNE RD TRAFFIC ISLAND
IMPROVEMENT PROJECT
SCARBOROUGH, MAINE**

3.01 RELATED DOCUMENTS

- A. The general provisions of the Contract, including General and Supplementary Conditions and Instructions for Bidders, apply to the work specified in this section.

3.02 GENERAL

- A. All work acceptably completed under the contract will be measured according to United States customary units.
- B. For all items, other than those to be paid for by lump sum, after the work is completed and before final payment is made, the Owner shall determine the quantities of various items of work accepted as the basis for final payment.
- C. In case of unit price items, the Contractor will be paid the amount for the quantity of work accepted and for the materials placed.
- D. The quantities of work performed shall be computed in accordance with the following methods of measurements.
 - 1. Area measurement, such as square yard, square feet, etc. will be measured along the ground surface.
 - 2. Linear measurement will be along the surface of the object being measured.
 - 3. Actual count (per each) will be the number of individual units installed.

3.03 BASIS OF PAYMENT

- A. Payment items for the work of this contract for which lump sum and/or unit price payments will be made are listed in the Official Bid Forms and described hereinafter. All costs for items of work, which are not specifically mentioned to be included in a particular lump sum or unit price payment item, shall be included in the listed lump sum or unit price item that is most closely associated with the work involved. The lump sum and unit prices bid for the respective items will be considered full compensation for all plant, labor, materials, equipment, including all incidentals and performing any associated quality control, environmental protection, safety requirements, tests and reports and for performing all work required for which separate payment is not otherwise provided.

- B. Measurement of the applicable unit price item shall be the actual quantity of said item furnished and installed or as measured within the limits indicated on the drawings and as described in the Measurement and Payment included herein.

3.04 PAYMENT ITEMS

A. GENERAL CONDITIONS – Item 1

- 1. Payment: The Lump Sum Price for General Conditions shall include furnishing all materials, equipment, tools and labor to perform all preparatory work and operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of offices, buildings and other facilities necessary for the work; premiums on bonds and insurance for the work; and for other operations performed or costs incurred before the beginning of the work and for the demobilization of same at the end of the work and all other incidental and appurtenant work. Payment shall be made on the percentage of project completion at the end of each payment period.

B. ALTER EXISTING RAISED TRAFFIC ISLAND – Item 2

- 1. Payment: The Lump Sum Price for Altering the Existing Raised Traffic Island shall constitute full compensation for furnishing all materials, equipment, and labor required to remove existing pavement on island and replace existing material with 6" of loam. Lump Sum price includes furnishing and installing all plantings as depicted in the "Payne Rd Planting Island Concept" dated July 14, 2011. Any paving or line striping required on Payne Rd due to altering the existing raised traffic island shall be considered incidental to Item 2.

C. CONSTRUCT NEW RAISED TRAFFIC ISLAND – Item 3

- 1. Payment: The Lump Sum Price for Constructing a New Raised Traffic Island shall constitute full compensation for furnishing all materials, equipment, tools, and labor required to construct a raised traffic island as depicted on the "Payne Rd Concept Plan" dated January 2010. Lump Sum price includes furnishing and installing all plantings as depicted in the "Payne Rd Planting Island Concept" dated July 14, 2011. Any paving or line striping required on Payne Rd due to the construction of the new raised traffic island shall be considered incidental to Item 3.

D. PLANT STREET TREES – Item 4

- 1. Measurement: Measurement for Planting Street Trees will be by the actual number of trees installed.
- 2. Payment: The Unit Price for Planting Street Trees shall constitute full compensation for furnishing all materials, equipment, and labor required to install street trees as depicted in the "Payne Rd Planting Island Concept" dated July 14, 2011. Final location and number of trees will be determined by Owner.

E. TRAFFIC CONTROL – Item 5

1. Payment: The Lump Sum Price for Traffic Control shall constitute full compensation to provide all materials, equipment, and labor necessary for traffic control for all schedules of the Work for the entire duration of the work. Payment shall be made on the percentage of project completion at the end of each payment period.

3.05 BIDDER'S REPRESENTATIONS

A. In submitting this Bid, Bidder represents that:

1. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
2. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that are applicable to this project and may affect cost, progress and performance of the Work.
3. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Project Manual to be employed by Bidder, and safety precautions and programs incident thereto.
4. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Project Manual.
5. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Project Manual.
6. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Project Manual, and all additional examinations, investigations, explorations, tests, studies, and data with the Project Manual.
7. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Project Manual, and the written resolution thereof by Owner is acceptable to Bidder.

8. The Project Manual is generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
 9. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.
 10. The Bidder agrees to perform any extra work, not covered by the above schedule of items, which may be ordered by the Owner, and to accept as full compensation therefore such prices as may be agreed upon in writing by the Owner and the Contractor.
 11. The bidder agrees to begin work on the date specified in "Notice of Proceed" and to prosecute said work in such a manner as to complete it within the time limits specified in the Contract Agreement.
 12. The bidder agrees that this proposal will remain in effect until the formal contract is executed by the successful bidder of this work, and the Town may at any time without notice accept this proposal whether any other proposal has previously been accepted or not. Provided, however, that the Town shall accept, in writing, one of the proposals made, or reject all proposals made, within thirty (30) calendar days after the date of opening of the proposals.
- B. Bidder further represents that:
1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
 3. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
 4. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

3.06 BASIS OF BID

- A. Bidder will complete the Work in accordance with the Contract Documents for the prices listed in the Basis of Bid included at the end of this section.
- B. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

3.07 TIME OF COMPLETION

- A. Bidder agrees that the Work will be substantially complete on or before October 14, 2011 and will be completed and ready for final payment on or before October 21, 2011.

3.08 RELATED SPECIFICATIONS TO THIS BID

- A. The State of Maine Department of Transportation Standard Specifications, revision December 2002, as referenced and modified are made a condition of this Bid.

SECTION 4

OFFICIAL BID FORM

**PAYNE RD TRAFFIC ISLAND
IMPROVEMENT PROJECT
SCARBOROUGH, MAINE**

This Bid Proposal is submitted to the Town of Scarborough, Attention: Town Clerk, Scarborough
Municipal Building, 259 U.S. Route 1, P.O. Box 360, Scarborough, ME 04070-0360.

The following name and address shall be the official name and address of the person, partnership or corporation submitting this bid and must agree with the "Signature of Bidder" in the case of an individual; the "Name of Firm or Partnership" in the case of a firm or partnership; the "Name of Bidder" in the case of a corporation. The Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner to perform all Work as specified or indicated in the Project Manual for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Project Manual.

Proposal of _____

Address: _____

Name (contact person): _____

Tel. No.: _____

Fax. No.: _____

E-mail: _____

BIDDER'S ACKNOWLEDGEMENTS

Bidder accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

Bidder has examined and carefully studied the Project Manual, the other related data identified, and the following Addenda, receipt of which is hereby acknowledged and made a part of these contract documents:

Addendum No.

Addendum Date

**BASIS OF BID
PAYNE RD TRAFFIC ISLAND
SCARBOROUGH, MAINE**

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT
1	GENERAL CONDITIONS	LS	1		
2	ALTER EXISTING RAISED TRAFFIC ISLAND	LS	1		
3	CONSTRUCT NEW RAISED TRAFFIC ISLAND	LS	1		
4	PLANT STREET TREES	EACH	6		
5	TRAFFIC CONTROL	LS	1		
	TOTAL BID				

This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Date of Qualification to do business in Maine is ____________.