City Of Rockville  
Rockville, Maryland  

Invitation for Bid #06-17  

F. Scott Fitzgerald Theater  
Roof Beam Reinforcement  

Bids Due by 3:00 P.M., Thursday, September 1, 2016  

Issued By:  

City Of Rockville  
Procurement Division  
111 Maryland Avenue  
Rockville, Maryland  20850  
Phone:  240.314.8430  
Fax:  240.314.8439  

Any individual with a disability who would like to receive the information in this publication in another form may contact the ADA Coordinator at 240-314-8100, TDD 240-314-8137  

ENGINEERING FIRM  
URS  
4 North Park Drive  
Hunt Valley, MD  21030  

MFD Outreach Program
It is the intent of the City of Rockville to increase opportunities for minority, female and disabled (MFD) owned businesses to compete effectively at supplying goods, equipment, and services to the City, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economical considerations. Suggested changes and MFD enhancements to this solicitation’s requirements for possible consideration and/or inclusion in future solicitations are encouraged.
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CITY OF ROCKVILLE
ROCKVILLE, MARYLAND

Invitation for Bid #06-17
F. Scott Fitzgerald Theater
Roof Beam Reinforcement

SEALED BIDS will be received at the Procurement Office, 2nd floor, City of Rockville City Hall, 111 Maryland Avenue, Rockville, Maryland 20850-2364 until 3:00 P.M. Thursday September 1, 2016.

SECTION I: OVERVIEW
1.1 Project Overview

The project consists of supplying the labor, equipment, tools, and materials for the construction of the Rockville Civic Center Park F. Scott Fitzgerald Theatre Roof Beam Reinforcement project. The scope of work includes but is not limited to the following (to be completed in two phases):

Phase I:
1. Temporary work zone controls
2. Protection of facility and grounds
3. Scaffolding installation
4. Plaster ceiling removal and disposal
5. Construction reinforcement and welding installation of roof beam reinforcements
6. Third party Structural Steel inspection services (regarding proper welding and certifying construction)
7. Cover opening with black, fire retardant fabric and remove scaffolding

Phase II:
8. Scaffolding installation
9. Re-plastering and painting of ceiling with access door to the new lighting bar’s motor assembly
10. Clean-up of facility
11. Removal of scaffolding

1.2 Project Description and Duration

The F. Scott Fitzgerald Theatre will be installing a motorized lighting bar in the house of the theatre, which will hold six (6) intelligent lights for the stage (the current lighting bar is not motorized). In order to appropriately accommodate a motorized lighting bar, a roof beam reinforcement to strengthen the weight bearing load of the roof must be constructed and welded into the access area located above the ceiling and below the rooftop. This proposal will outline the scope of construction work needed to complete the roof beam reinforcement.

This project scope does not include the removal, installation or testing of any lighting house bar equipment.

Phase I: The duration of all of these tasks shall not exceed 30 days from the Notice to Proceed.
Phase II: Mid-December 2016 through Mid-January 2017.
All work to be completed in full by January 23, 2017.***END SECTION I***
SECTION II: ADMINISTRATIVE BIDDING REQUIREMENTS AND INSTRUCTIONS

2.1 Procurement Rules:

A. The City of Rockville has established for purposes of this Invitation for Bid (IFB) that the words “shall”, “must”, or “will” are equivalent in this IFB and indicate a mandatory requirement or condition, the material deviation from which will not be waived by the City. A deviation is material if, in the City’s sole discretion, the deficient response is not in substantial accord with this IFB’s mandatory requirements.

B. The words “should” or “may” are equivalent in this IFB and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a bid proposal, but may result in being considered as not in the best interest of the City of Rockville.

C. To be considered for an award, the Bidder must agree to abide by each mandatory requirement included in this IFB.

D. Definitions:

1. The term “Invitation for Bid” (IFB) means this invitation for you, the Bidder, to make an offer to the City of Rockville.

2. The terms “bid” and “bid proposal” means the offer submitted by you, the Bidder.

3. The term “bidder” means the entity making an offer to the City of Rockville in response to this invitation.

4. The term “City” means the City of Rockville.

5. The term “Contractor” means a bidder that is awarded a contract as a result of this Invitation.

6. The term “day” means calendar day unless otherwise specified in the document.

7. The term "dollar" and the symbol "$" mean United States of America dollars.

8. The term “Engineer” means the design professional responsible for the specifications and plans.

9. The acronyms “MDSHA” and “SHA” stand for the Maryland State Highway Administration.

10. The term “Project Manager” means the City of Rockville person managing the project for the City.

11. The terms “you” and “your” means the same as the term “bidder” above.

12. All references to a time of day are references to the time in Montgomery County, Maryland, USA.
2.2 Proposed Schedule:

A. IFB release date – Tuesday, August 16, 2016.
B. Pre-Bid Meeting - Monday, August 22, 2016 at 10:00 A.M.
C. Questions Due – Friday, August 26, 2016 by 5:00 P.M., local time.
D. IFB closing date – Thursday, September 1, 2016 by 3:00 P.M., local time.

2.3 Pre-Bid Meeting:

A pre-bid meeting will be held on **Monday, August 22, 2016 at 10:00AM** at the F. Scott Fitzgerald Theater, at Civic Center Park, 603 Edmonston Drive, Rockville, Maryland 20851. This meeting is not mandatory; however, bidders are strongly encouraged to attend. It is recommended that bidders review the plans prior to the pre-bid meeting.

2.4 Questions Concerning This Invitation for Bid (IFB):

A. Questions concerning any portion of this IFB should be directed in writing [fax and e-mail accepted] to the below name individual who shall be the official point of contact for this IFB. Questions should be submitted by **Friday, August 26, 2016 by 5:00PM, local time.**
B. Mark subject line or cover page or envelope "Questions on IFB # 06-17."
C. Submit questions to: Pat Ryan, CPPB
   Principal Buyer
   City of Rockville
   Telephone: 240.314.8434
   Fax: 240.314.8439
   E-mail: pryan@rockvillemd.gov
D. Failure by a Bidder to ask questions or request changes by the dates indicated above shall constitute the Bidder's acceptance of all of the terms, conditions and requirements set forth in this IFB.
E. No answers given in response to questions submitted shall be binding upon this IFB unless released in writing as an addendum to the IFB by the City Of Rockville, Procurement Office.
F. Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City.
G. To ensure fair consideration for all potential bidders, any interpretation made to prospective bidders will be expressed in the form of an addendum to the specifications, if such information is deemed necessary for the preparation of proposals or if the lack of such information would be detrimental to the uninformed bidders. Such addendums, if issued, will be posted at the addresses listed below:

H. Please note, that it is SOLELY the bidder’s responsibility to check one of the above sites frequently for Addenda, which may impact pricing, requirements, terms and/or conditions. Failure to sign and return an Addendum with your bid proposal may result in rejection of the bid proposal as non-responsive.

2.5 Delivery of Bid Proposal:

A. Your bid proposal (offer) shall be sealed and delivered or mailed to:
   City of Rockville
   Procurement Division
   2nd Floor
   111 Maryland Avenue
   Rockville, Maryland 20850

Clearly mark each bid proposal package with: BID NUMBER: IFB # 06-17

BID TITLE: F. Scott Fitzgerald Theater Roof Beam Reinforcement

BIDDERS NAME: (Insert Bidder’s Name and Address)

DUE DATE: Thursday, September 1, 2016 by 3:00 P.M., local time

B. Failure to clearly mark each bid proposal package with this information may cause the City of Rockville to open the bid proposal package before the official closing date and time. If the bid proposal package is opened due to lack of markings, it shall be resealed and opened at the official IFB opening.

C. It is solely the Bidder’s responsibility to ensure that its bid proposal package is DELIVERED TO and ACCEPTED by the City of Rockville's Procurement Division at the above specified address prior to the official closing date and time. A bid proposal will not be considered for award if received in the City of Rockville's Procurement Division after the official closing date and time.

D. Note: Please ensure that if you use a third party carrier (USPS, FedEx, Airborne, UPS, etc.) that the carrier is instructed to deliver your bid proposal package only to the address above.

E. The City will not accept facsimile (fax) or electronic submission of bid proposals.

2.6 Public Bid Opening:

A. Shortly after the date and time specified above, all bid proposals that have been timely accepted by the City of Rockville will be opened, recorded, and accepted for consideration.

B. The bid opening will be held in the Mayor & Council Chambers on the Third Floor of the address listed above.

C. The names of the bidders submitting bid proposals will be read aloud and recorded.

D. The bid proposals will be available for inspection during normal business hours in the
Procurement Division after the official bid opening.

E. Individuals covered by the Americans with Disabilities Act of 1990 (ADA) in need of accommodations to attend public bid openings or meetings should contact the ADA Coordinator at 240.314.8100, TDD 240.314.8137 at least five days prior to the closing date.

2.7 **Special Responsibility:**

A. In addition to the evaluation of responsibility listed in Section V – Contractual Terms and Conditions, the City will also evaluate each bidder’s apparent special responsibility based upon the information provided by the bidder in its Bidder Questionnaire, from information provided by references, and on other investigations that the City may conduct. The bidder’s safety program and records are also a factor in determining this special responsibility.

B. The Bidder should carefully and thoroughly complete all sections of the Bidder Questionnaire and return it with the Bidder’s bid proposal.

C. If the City cannot readily determine from the Bidder Questionnaire and references that the Bidder is qualified and competent to successfully accomplish this project within the required time, the City will determine that the Bidder is non-responsible and its bid will not be considered for award.

D. The City reserves the right to reject the bid of a Bidder who has previously failed to satisfactorily perform or complete in a timely manner any similar type contract with any governmental or quasi-governmental agency.

2.8 **Evaluation of Bids:**

A. The City will review each bid proposal received and accepted prior to the official closing date and time for responsiveness:

   1. Has the Bidder conformed to all requirements of this Invitation for Bid?
   2. Are all forms properly signed and sealed as required?
   3. Are all required documents included with the bid proposal package?
   4. Did the Bidder take any exceptions to the requirements?

B. Price Reasonableness and Price Realism Reviews:

   1. The Director of Procurement will have all price proposals analyzed against City’s initial price estimate for price reasonableness (price too high) and price realism (price too low);
   2. The Director of Procurement may have additional confidential price analysis(es) conducted on any price proposal;
   3. If based upon the price analysis, the Director of Procurement determines that the price proposed appears unreasonable or unrealistic the Director of Procurement will require that the Bidder submit documentation justifying the bid price(s) proposed.
4. If the Bidder’s justification does not satisfy the Director of Procurement, and, if the award of the contract to the Bidder would result in an advantage to the Bidder with a corresponding disadvantage to the City, or, if the competitive bidding process is jeopardized, then Director of Procurement will reject the bid proposal as non-responsive in order to protect the public interest.

C. Unbalanced Bid:

1. An unbalanced bid is a bid with line items or unit prices with an extreme variation from the City's estimate, or where obvious unbalancing of unit prices has occurred.

2. If the Director of Procurement determines that the bid appears to be unbalanced, the Director of Procurement will require that the Bidder submit documentation justifying the bid price(s) proposed.

3. If the Bidder’s justification does not satisfy the Director of Procurement, and, if the award of the contract to the Bidder would result in an advantage to the Bidder with a corresponding disadvantage to the City, or, if the competitive bidding process is jeopardized, then the Director of Procurement will reject the bid proposal as non-responsive in order to protect the public interest.

2.9 Award of Contract

A. **If** the City of Rockville awards a contract as the result of this Invitation for Bid, the City intends to award it to a single bidder based upon the total lowest responsive and responsible bid.

B. Your bid proposal is a **binding offer** to the City. The City will consider the bid proposal (offer) that you, the Bidder, make to the City as a binding offer for not less than 90 calendar days from the IFB closing date. The City may request an extension on the time to award a contract, and, you have the right to accept or decline such a request. The City will consider the signed bid proposal as an offer by you and such offer shall be judged accepted by the City only in accordance with all requirements listed below.

C. The City is not obligated to make any award as a result of this IFB.

D. The City has the sole discretion and reserves the right to cancel this IFB, and to reject any and all bids, to waive any and all informalities and/or minor irregularities, or to re-advertise with either the identical or revised scope of work, if it is judged to be in the City's best interests to do so.

E. In the event of default by the awarded Bidder, the City reserves the right to award a contract to the Bidder with the next lowest priced responsive and responsible bid proposal without any further notice or competition.

F. The City reserves the right to reject any bid proposal determined by the Director of Procurement to be inadequate or unacceptable.
2.10 **Acceptance of Offer:**

A bid proposal / offer will be considered accepted by the City and a contract formed between the City and the Bidder **ONLY AFTER ALL** of the following actions have been completed:

i. The contract document(s) has been formally and legally approved, signed by the Bidder’s authorized agent, and returned to the Director of Procurement; and

ii. The certificate of insurance and all endorsements have been received and approved by the City’s Risk Manager; and

iii. The proposed award has been properly approved by the City of Rockville Mayor and Council; and

iv. The contract document has been formally and legally approved and counter-signed by the City Manager.

2.11 **Signed Agreement and Insurance Certificate Required Before Formal Award:**

A. Before the recommendation for award is presented to the City of Rockville’s Mayor and Council for formal award, the recommended Bidder may be asked to complete, sign, and return two copies of the City’s Standard Form of Agreement and the appropriate Certificate(s) of Insurance with all endorsements.

B. Failure by the recommended Bidder to provide the signed contract documents, insurance certificate and endorsements with the required time may be just cause for annulment of the award and the forfeiture of the Bid Security which shall become the property of the City, not as a penalty but in liquidation of damages sustained.

2.12 **Licenses/Certificates:**

A. The City reserves the right to require documentation that each Bidder is an established business and is abiding by the Ordinances, Regulation, and Laws of their community and the State of Maryland.

B. If you are required by any regulatory agency to maintain professional license or certification to provide any product and/or service solicited under this IFB, the City reserves the right to require you to provide documentation of your current license and/or certification before considering your bid proposal and/or before awarding a contract.

C. If you fail to keep your required license and/or certification current and in force for the term of the contract and any extension, the City will deem you to be in breach of contract and will take all appropriate actions.
2.13 **Minimum Bidder Qualifications:**

A. The Bidder and any proposed subcontractor(s) shall be properly licensed to conduct the project work in Montgomery County, Rockville, Maryland.

B. A bidder must provide written evidence of at least 5 years prior experience with the scope of work as detailed in the specifications. If the Bidder intends to subcontract any or part of the work, then the Bidder must identify and include references for each qualified subcontractor, together with a description of the proposed subcontract work. The Bidder shall submit the documentation with its bid proposal, or the City, at its discretion, may determine the bid to be nonresponsive.

C. The Bidder shall satisfy the City that it and any subcontractors have been engaged in the particular skills required to perform the work for at least 5 years and have established a successful performance record.

D. The City reserves the right to conduct such investigations as it deems necessary to determine the ability of the Bidder to successfully and timely perform the work. The City reserves the right to request additional information from the Bidder. The City may reject any bid where an investigation of the evidence or information submitted by the Bidder does not satisfy the City that the Bidder is qualified to properly carry out the terms of the Bid Document.

E. Subcontractors shall conform in all respects to the applicable provisions specified for the prime contractor and shall be subject to approval by the City. If a subcontractor or proposed subcontractor is determined to be unacceptable to the City, the Contractor shall substitute an acceptable subcontractor with no change in any contract unit prices or overall contract sum.

F. If your organization is listed on the U.S. Excluded Parties List [https://www.epls.gov/](https://www.epls.gov/) on the IFB official closing date or is put on the Excluded Parties List at any time prior to the formal award of the contract, the Director of Procurement shall immediately determine your organization as non-responsible and your bid proposal will be rejected.

2.14 **Alternate / Equivalent Equipment or Material:**

A. Alternate / Equivalent Item Proposed with Bid:

1. If you propose using any item of equipment or material different from that specified in these documents, you must include a complete set of specifications and justifications with your bid proposal package to substantiate the equivalency or superiority of the proposed alternate item. You must clearly identify each proposed alternate item in the “Exceptions” section of your bid proposal. Neither the City nor the Engineer will conduct research to find specifications for any proposed alternate item.
2. The Engineer will review the submitted documentation for each proposed alternate item to determine its equivalency to the minimum required specifications.
   
   i. If the Engineer concurs that the item(s) is(are) equivalent, then your bid proposal will be considered for award.
   
   ii. If the Engineer determines that the proposed alternate item is not equivalent, then your bid proposal will be rejected as non-responsive and will not be considered for award.

B. Alternate / Equivalent Item Proposed after Award:

1. If you propose using any item of equipment or material different from that specified in these documents, you shall submit a complete set of specifications and justifications as an Engineering Change Request to the Project Manager.

2. The Project Manager will review the materials and submit a request to the Engineer for a price proposal to review the change request.

3. The Project Manager will submit the Engineer’s price proposal to you for review and approval / rejection.
   
   i. If within the time specified by the Project Manager, you approve the Engineer’s price proposal to review the proposed change, the amount of the Engineer’s price proposal will be deducted from your total contract price. The Engineer will then analyze your requested change and make a decision which will be communicated to you by the Project Manager. If the change is approved, the City will modify the contract documents to reflect the change(s).

   ii. If you do not respond within the time specified by the Project Manager, or, you do not approve the Engineer’s price proposal, then the Engineering Change Request will be considered withdrawn.

2.17 **Environmental Impact**

It is the intent of the City of Rockville to purchase goods, equipment, and services having the least adverse environmental impact, within the constraints of its codified purchasing requirements, departmental needs, availability, and sound economical considerations. Suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.

2.18 **Notice to Bidders from Outside Maryland:**

Companies not incorporated in the State of Maryland must be in compliance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations in order to enter into a contract with the City. "Pursuant to 7-201 et seq. of the Corporations and Associations, Article of the Annotated Code of Maryland corporations not incorporated in the State, shall be registered with the Department of Assessments and Taxation, 301
West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this state. Before doing any intrastate business in this state, a foreign corporation shall qualify with the Department of Assessments and Taxation."

2.19 **U.S. Treasury Employer Identification Number:**

Bidders must supply with its bids its U.S. Treasury Department Employers' Identification Number as such number is shown on its Employer's quarterly Federal Tax Return (U.S. Treasury Department Form No. 941). This number shall be inserted on the Bid Proposal Form in the space provided.

2.20 **Qualification to Contract with Public Body:**

Each Bidder must be qualified to bid in the State of Maryland in accordance with Section 14-308 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, 1997) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

2.21 **Disability Information:**

Any individuals with disabilities who would like to receive the information in this publication in another form may contact the ADA Coordinator at 240.314.8100, TDD 240.314.8137.

***END OF SECTION II***
PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. Drawings and general provisions of the Contract.

1.2 SUMMARY
A. Special Provision Includes:
   1. Project information.
   2. Work covered by Contract Documents.
   3. Phased construction.
   4. Access to site.
   5. Coordination with occupants.
   6. Work restrictions.
   7. Special provisions, specification and drawing conventions.
B. Related Sections:
   1. Special Provision 01 22 00 - Unit Prices for service contract.

1.3 WORK COVERED BY CONTRACT DOCUMENTS
A. The Work for this Project is defined by the Contract Documents and consists of the following:

Supplying the labor, equipment, tools, and materials for the construction of the Rockville Civic Center Park F. Scott Fitzgerald Theatre Roof Beam Reinforcement project. The scope of work, in two phases, includes but is not limited to the following:

1. Temporary work zone controls
2. Protection of facility and grounds
3. Scaffolding installation
4. Plaster ceiling removal and disposal
5. Construction and welding installation of roof beam reinforcements
6. Third party Structural Steel inspection services (regarding proper welding and certifying construction)
7. Re-plastering and painting of ceiling with access door to the new lighting bar’s motor assembly
8. Clean-up of facility
9. Removal of scaffolding

B. Type of Contract:

1. Project will be constructed under a single prime contract and approved subcontractors managed by the prime contractor.

. Except as noted below, this is a lump sum contract and the bid shall include all work, labor, and materials required to complete the project. The bid amounts shall be provided in the Proposal Form.

1.4 PHASING

A. Work shall be completed in phases as follows:

1. Phase I:
   1. Temporary work zone controls
   2. Protection of facility and grounds
   3. Scaffolding installation
   4. Plaster ceiling removal and disposal
   5. Construction and welding installation of roof beam reinforcements
   6. Third party Structural Steel inspection services (regarding proper welding and certifying construction)
   7. Cover opening with black, fire retardant fabric and remove scaffolding

2. Phase II:
   8. Scaffolding installation
   9. Re-plastering and painting of ceiling with access door to the new lighting bar’s motor assembly
   10. Clean-up of facility
   11. Removal of scaffolding
1.5 ACCESS TO SITE

A. General: Contractor shall have limited use of Project site for construction operations as indicated by requirements of this Special Provision.

B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Driveways, Walkways and Entrances: Keep driveways, parking and loading areas, and entrances serving premises clear and available to Owner, Owner’s employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Coordinate with Project Manager for Contractor employee parking.

a. Schedule deliveries to minimize use of driveways and entrances by construction operations.

b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weather tight condition throughout construction period. Repair damage caused by construction operations.

1.6 COORDINATION WITH OCCUPANTS

A. Full Owner Occupancy: The Owner will occupy the site and existing building(s) during entire construction period. Cooperate with the City Administrator during construction operations to minimize conflicts and facilitate Owner usage. Perform the work so as not to interfere with the Owner's day-to-day operations. Maintain existing exits unless otherwise indicated. Work in accordance with the allowable work hours as described in SP 1-2.

1.7 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:30 a.m. to 4:00 p.m., Monday through Friday, unless otherwise indicated.

1. Hours for Utility Shutdowns: As approved by the City Administrator.

2. No work will be performed on scheduled State Holidays unless approved by the City Administrator.
C. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet of entrances, operable windows, or outdoor-air intakes.

D. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

E. Lock out/tag out all cranes during demolition and construction activities.

1.8 SPECIAL PROVISION, SPECIFICATION, AND DRAWING CONVENTIONS

A. Special Provision and Specification Content: The Special Provisions and Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Special Provisions and Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

2. Special Provision and Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 01 General Requirements: Requirements of Special Provisions in Division 01 apply to the Work of all Special Provisions in the Special Provisions.

C. Reference to Specifications shall include the Maryland Department of Transportation State Highway Administration Standard Specifications for Construction and Materials latest edition.

D. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Special Provisions. One or more of the following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Special Provisions.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PART 4 - MEASUREMENT AND PAYMENT

4.1 METHOD OF MEASUREMENT

A. No separate measurement will be made for work under this section.

4.2 BASIS OF PAYMENT
A. These items will be paid for at the Contract Lump Sum Price bid

END OF SPECIAL PROVISION 01 10 00
SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
   A. Drawings and general provisions of the Contract.

1.2 SUMMARY
   A. Special Provision includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
      1. General coordination procedures.
      2. Administrative and supervisory personnel
      3. Requests for Information (RFIs).
      4. Project meetings.
   B. Related Requirements:
      1. Special Provision 01 73 00 “Execution” for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

1.3 DEFINITIONS
   A. RFI: Request from Project Engineer, or Contractor seeking information required by or clarifications of the Contract Documents.

1.4 INFORMATIONAL SUBMITTALS
   A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the Following:
      1. Name, address, and telephone number of entity performing subcontract or supplying products.
      2. Drawing number and detail references, as appropriate, covered by subcontract.
   B. Key Personnel Names: Within 7 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at...
Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1.5 GENERAL COORDINATION PROCEDURES

A. Coordination: Coordinate construction operations included in different Special Provisions of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Special Provisions that depend on each other for proper installation, connection, and operation.

B. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Special Provisions that depend on each other for proper installation, connection, and operation.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

   1. Preparation of Contractor's construction schedule.

D. Provide Activities Chart Project Schedule

   1. Preparation of the schedule of values.

   2. Installation and removal of temporary facilities and controls.

   3. Delivery and processing of submittals.

   4. Progress meetings.

   5. Preinstallation Meeting.

   6. Project closeout activities.

   7. Startup and adjustment of systems.

1.6 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
1. **Attendees:** Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify the Project Engineer of scheduled meeting dates and times.

2. **Agenda:** Prepare the meeting agenda. Distribute the agenda to all invited attendees.

3. **Minutes:** Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including the Project Manager, within three days of the meeting.

B. **Preconstruction Conference:** The Project Manager will schedule and conduct a preconstruction conference before starting construction.

1. Conduct the conference to review responsibilities and personnel assignments.

2. **Attendees:** Authorized representatives of, Project Engineer, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

3. **Agenda:** Discuss items of significance that could affect progress.

4. **Minutes:** Entity responsible for conducting meeting will record and distribute meeting minutes.

C. **Progress Meetings:** Conduct progress meetings at monthly intervals.

1. Coordinate dates of meetings with preparation of payment requests.

2. **Attendees:** In addition to representatives of City of Rockville Manager, and Project Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.

3. **Agenda:** Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

4. Prepare and distribute minutes of each progress meeting.
4.1 METHOD OF MEASUREMENT
   A. No separate measurement will be made for work under this section.

4.2 BASIS OF PAYMENT
   A. These items will be paid for at the Contract Lump Sum Price bid.

END OF SPECIAL PROVISION 01 31 00
SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. General Provisions, Terms and Conditions.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.

1. The Contractor shall submit a complete submittal register to the Project Engineer for review and approval prior to the Notice to Proceed. This submittal register shall be developed in Microsoft Excel and an electronic copy shall be submitted to the Project Engineer. The submittal register shall include related specification section and article number, submittal number, product description, anticipated date to be submitted, and actual date submitted. The Contractor shall be responsible to update the submittal register continuously and submit a copy to the Project Engineer monthly. The updated submittal register will be reviewed and discussed at the Monthly Schedule Update Meeting.

1.3 DEFINITIONS

A. Informational Submittals: Written information that does not require Project Engineer or Project Engineer’s approval. Submittals may be rejected for not complying with requirements of applicable sections.

B. Requests for Information (RFI) may be submitted by the Contractor as required to clarify the contract requirements. RFI’s shall be subject to the same submittal requirements described below for other submittals required by the Contract.

1.4 SUBMITTAL PROCEDURES

A. General: Contractor shall utilize the electronic copy of the Contract Drawings obtained from the City’s web site or eMarylandMarketplace for Contractor's use in preparing submittals.

B. Product Warranty Submittals: Product Warranties shall be submitted with the technical submittals. Failure to submit the product warranty with the technical submittal shall be cause for the entire technical submittal to be rejected.

C. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related parts of the work so processing will not be delayed because of need to review submittals concurrently for coordination.

3. Project Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

D. Submittals Schedule: Comply with requirements of Activities Chart Project Schedule for submittals and time requirements for scheduled performance of related construction activities.

E. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Project Engineer’s receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

   1. Initial Review: Allow 10 working days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Project Engineer will advise Contractor when a submittal being processed must be delayed for coordination.

   2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.

   3. Resubmittal Review: Allow 5 working days for review of each resubmittal.

F. Identifications: Place a permanent label or title block on each submittal for identification.

   1. Indicate name of firm or entity that prepared each submittal on label or title block.

   2. Provide a space approximately 4 by 5 inches on label or beside title block to record Contractor’s review and approval markings and action taken by the Project Engineer.

   3. Include the following information on label for processing and recording action taken:

      a. Project Name

      b. Date

      c. Name and address of Engineer

      d. Name and address of Contractor

      e. Name and address of Subcontractor
f. Name and address of Supplier

g. Name of Manufacturer

h. Unique identifier, including revision number

i. Number and title of appropriate Specification Section

j. Drawing number and detail references, as appropriate

k. Other necessary identification.

G. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. The Project Engineer will return submittals without review received from sources other than Contractor.

1. Include Contractor’s certification stating that information submitted complies with requirements of the Contract Documents.

2. Transmittal Form: Provide locations on Contractor’s typical transmittal form for the following information:

a. Project Name

b. Date

c. Destination (To)

d. Source (From)

e. Names of subcontractor, manufacturer, and supplier

f. Category and type of submittal

g. Submittal purpose and description

h. Submittal and transmittal distribution record

i. Remarks

H. Use for Construction: Use only final submittals with mark indicating action taken by Project Engineer in connection with construction.

PART 2 - PRODUCTS
2.1 ACTION SUBMITTALS

A. General: Prepare and submit Action Submittals required by individual Specification Sections.

1. Electronic Submittal Format: All electronic submittals shall be in a format readable by the City of Rockville Manager. The submittals shall be in Adobe portable document format (PDF) compatible with version 6.0 of Adobe Acrobat. Electronic files shall not be secured.

2. Submittals shall be submitted as single files if under 5MB in size. Multiple submittals and files exceeding 5MB shall be submitted via CD.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment. If information must be specially prepared for submittal because standard printed data is not suitable for use, submit as Shop Drawings, not as Product Data.

1. Mark each copy of each submittal to show which products and options are applicable.

2. Include the following information, as applicable;
   a. Manufacturer’s written recommendations.
   b. Manufacturer’s product specifications.
   c. Manufacturer’s installation instructions.
   d. Standard color charts.
   e. Manufacturer’s catalog cuts.
   f. Wiring diagrams showing factory-installed wiring.
   g. Printed performance curves.
   h. Operational range diagrams.
   i. Mill reports.
   j. Standard product operating and maintenance manuals.
   k. Compliance with recognized trade association standards.
   l. Compliance with recognized testing agency standards.
   m. Application of testing agency labels and seals.
n. Notation of coordination requirements.

A. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Include the following information, as applicable:

   a. Dimensions.
   b. Identification of products.
   c. Fabrication and installation drawings
   d. Roughing-in and setting diagrams.
   e. Shopwork manufacturing instructions.
   f. Templates and patterns.
   g. Schedules.
   h. Design calculations
   i. Compliance with specified standards
   j. Notation of coordination requirements
2. Notation of dimensions established by field measurement.

3. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.

B. Coordination Drawings: Refer to Terms and Conditions – General Information for requirements associated with Working Drawings.

C. Samples: Prepare physical units of materials or products, including the following:

1. Samples for Initial Selection: Submit manufacturer’s color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

2. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from the same material to be used for the Work, cured and finished in manner specified, and physically identical with the product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials, complete units of repetitively used materials; swatches showing color, texture, and pattern color range sets; and components used for independent testing and inspection.

3. Preparation: Mount, display, or package Samples in manner specified to facilitate review of qualities indicated. Prepare Samples to match Engineer’s same where so indicated. Attach label on unexposed side that includes the following:

a. Generic description of Sample

b. Product name or name of manufacturer.

c. Sample source

PART 3 - EXECUTION

3.1 CONTRACTOR’S REVIEW

A. Review each submittal and check for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to the Project Engineer.

B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Document.

PART 4 - MEASUREMENT AND PAYMENT

01 33 00 – SUBMITTAL PROCEDURES
4.1 METHOD OF MEASUREMENT
   A. No separate measurement will be made for work under this section.

4.2 BASIS OF PAYMENT
   A. These items will be paid for at the Contract Lump Sum Price bid.

END OF SPECIAL PROVISION 01 33 00
SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract

1.2 SUMMARY

A. Special Provision includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Special Provisions that specify those activities. Requirements in those Special Provisions may also cover production of standard products.

2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.

3. Requirements for Contractor to provide quality-assurance and -control services required by Project Engineer, Owner, or authorities having jurisdiction are not limited by provisions of this Special Provision.

4. Specific testing as specified herein shall be provided by the City of Rockville Manager.

1.3 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Project Engineer or Project Manager.

C. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.

D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, the City of Rockville Manager Testing Labs, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

E. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.

F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

I. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Project Engineer for a decision before proceeding.
B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Project Manager for a decision before proceeding.

1.5 INFORMATIONAL SUBMITTALS

A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.

B. Qualification Data: For Contractor's quality-control personnel.

C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems:
   1. Seismic-force-resisting system, designated seismic system, or component listed in the designated seismic system quality-assurance plan prepared by Project Engineer.
   2. Main wind-force-resisting system or a wind-resisting component listed in the wind-force-resisting system quality-assurance plan prepared by Project Engineer.

D. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized City of Rockville Manager.

E. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
   1. Special Provision number and title.
   2. Entity responsible for performing tests and inspections.
   3. Description of test and inspection.
   4. Identification of applicable standards.
   5. Identification of test and inspection methods.
   6. Number of tests and inspections required.
7. Time schedule or time span for tests and inspections.

8. Requirements for obtaining samples.

9. Unique characteristics of each quality-control service.

1.6 CONTRACTOR'S QUALITY-CONTROL PLAN

A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice of Award, and not less than five days prior to preconstruction conference. Submit in format acceptable to City of Rockville Manager. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.

B. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.

C. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:

1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.

2. Special inspections required by authorities having jurisdiction and indicated on the "Statement of Special Inspections."

3. City of Rockville Manager-performed tests and inspections indicated in the Contract Documents.

D. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.

E. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Project Manager or Project Engineer has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.7 REPORTS AND DOCUMENTS
A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Special Provisions.

B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Special Provisions.

C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Special Provisions. Retain general requirements in "Permits, Licenses, and Certificates" Paragraph below. Specific submittals may be specified in other Special Provisions.

D. Permits, Licenses, and Certificates: For City of Rockville Manager’s records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.8 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Special Provisions specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in the State of Maryland and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or products that are similar in material, design, and extent to those indicated for this Project.

F. Specialists: Certain Special Provisions require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Special Provisions; and, where required by authorities having jurisdiction, that is acceptable to authorities.

H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Contractor responsibilities include the following:
   a. Provide test specimens representative of proposed products and construction.
   b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to the Project Manager and Project Engineer, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.9 QUALITY CONTROL

A. City of Rockville Manager Responsibilities: Where quality-control services are indicated as City of Rockville Manager’s responsibility, the City of Rockville Manager will provide the services of the State Highway Administration, Office of Materials Technology Testing Laboratories. The following testing shall be performed by City of Rockville Manager Materials Testing Laboratories:

1. Concrete:
   a. All concrete shall be sampled and tested and reinforcing inspected by an agency retained by the Contractor. The Contractor shall notify the testing
agency not less than 48 hours prior to the pouring of any concrete. All
inspection reports and test results shall be submitted to the City of Rockville
Manager at the same time they are submitted to the Contractor.

2. Steel:
   a. In addition to the shop drawings to be reviewed and approved by the Project
      Engineer the steel for the project will need to be inspected by MSHA at the
      fabricator’s facility.

3. Costs for retesting and reinspecting construction that replaces or is necessitated by
   work that failed to comply with the Contract Documents will be charged to
   Contractor.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to the City of
   Rockville Manager are Contractor's responsibility. Perform additional quality-control
   activities required to verify that the Work complies with requirements, whether specified
   or not.
   1. Unless otherwise indicated, provide quality-control services specified and those
      required by authorities having jurisdiction. Perform quality-control services required
      of Contractor by authorities having jurisdiction, whether specified or not.
   2. Testing and inspecting requested by Contractor and not required by the Contract
      Documents are Contractor's responsibility.

C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service
   representative to inspect field-assembled components and equipment installation, including
   service connections. Report results in writing as specified in Special Provision TC 4.01 –
   “Shop Plans and Working Drawings, and Requests for Information.”

D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical
   representative to observe and inspect the Work. Manufacturer's technical representatives
   services include participation in preinstallation conferences, examination of substrates and
   conditions, verification of materials, observation of Installer activities, inspection of
   completed portions of the Work, and submittal of written reports.

E. Retesting/Reinspecting: Regardless of whether original tests or inspections were
   Contractor's responsibility, provide quality-control services, including retesting and
   reinspecting, for construction that replaced Work that failed to comply with the Contract
   Documents.

F. Testing Agency Responsibilities: Cooperate with Project Engineer, Project Manager, and
   Project Engineer and Contractor in performance of duties. Provide qualified personnel to
   perform required tests and inspections.
G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.

1.10 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Conducted by a qualified testing agency or special inspector as required by authorities having jurisdiction.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Project Engineer and Project Manager.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for the Project Manager's and Project Engineer's reference during normal working hours.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Special Provisions or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Special Provision 01 73 00 “Execution.”
B. Protect construction exposed by or for quality-control service activities.

C. No separate measurement will be made for work under this section.

PART 4 - MEASUREMENT AND PAYMENT

4.1 METHOD OF MEASUREMENT

A. No separate measurement will be made for work under this section.

4.2 BASIS OF PAYMENT

A. These items will be paid for at the Contract Lump Sum Price.

END OF SPECIAL PROVISION 01 40 00
SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract

1.2 SUMMARY

A. Special Provision includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

1.3 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

B. Basis-of-Design Product Special Provision: A Special Provision in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the Special Provision.

1.4 ACTION SUBMITTALS

A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Special Provision number and title and Drawing numbers and titles.
1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer’s written instructions.

1.6 PRODUCT WARRANTIES

A. Warranties specified in other Special Provisions shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to City of Rockville Manager.

2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for City of Rockville Manager.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.

2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.

B. Product Selection Procedures:

1. Products:

   a. Nonrestricted List: Where Special Provisions include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements.

2. Manufacturers:
a. Nonrestricted List: Where Special Provisions include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements.

3. Basis-of-Design Product: Drawings and Special Provisions indicate sizes, profiles, dimensions, and other characteristics that are based on the product named.

C. Visual Matching Specification: Where Specifications require "match Project Engineer's sample," provide a product that complies with requirements and matches sample. Project Engineer's decision will be final on whether a proposed product matches.

D. Visual Selection Specification: Where Special Provisions include the phrase "as selected by Project Engineer from manufacturer's full range" or similar phrase, select a product that complies with requirements. Project Engineer will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

PART 3 - EXECUTION (Not Used)

PART 4 - MEASUREMENT AND PAYMENT

4.1 METHOD OF MEASUREMENT

A. No separate measurement will be made for work under this section.

4.2 BASIS OF PAYMENT

A. These items will be paid for at the Contract Lump Sum Price bid

END OF SPECIAL PROVISION 01 60 00
SECTION 01 73 00 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract.

1.2 SUMMARY

A. Special Provision includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:


2. Installation of the Work.

3. Cutting and patching.

4. Progress cleaning.

5. Starting and adjusting.

6. Protection of installed construction.

7. Correction of the Work.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 QUALITY ASSURANCE

A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.

3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.

4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Project Engineer's or City of Rockville Manager’s opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Special Provisions.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to City of Rockville Manager for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to City of Rockville Manager that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Project Engineer according to requirements in Special Provision 01 31 00 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to existing benchmarks. If discrepancies are discovered, notify Project Engineer and Project Engineer promptly.

B. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

3.4 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

F. Tools and Equipment: Do not use tools or equipment that produces harmful noise levels.

G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Allow for building movement, including thermal expansion and contraction.

2. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.5 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

C. Temporary Support: Provide temporary support of work to be cut.

D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Special Provision 01 10 00 "Summary."

F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.

3. Proceed with patching after construction operations requiring cutting are complete.

H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Special Provisions, where applicable.

1. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.

   a. Clean piping, conduit, and similar features before applying paint or other finishing materials.

2. Floors and Walls, Ceiling: Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

   a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

3. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
4. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.6 PROGRESS CLEANING

A. General: The Contractor shall maintain the work during construction and until acceptance. This maintenance shall constitute continuous and effective work prosecuted as required with adequate equipment and forces to the end that all parts of the work be kept in satisfactory condition at all times. (GP-5.11, (a))


2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.

3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

B. Site: Maintain Project site free of waste materials and debris.

C. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

D. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

E. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.

F. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

3.7 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.
3.8 CORRECTION OF THE WORK
A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
B. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

PART 4 - MEASUREMENT AND PAYMENT

4.1 METHOD OF MEASUREMENT
A. No separate measurement will be made for work under this section.

4.2 BASIS OF PAYMENT
A. These items will be paid for at the Contract Lump Sum Price bid.

END OF SPECIAL PROVISION 01 73 00
SECTION 01 74 19 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. Drawings and general provisions of the Contract.

1.2 SUMMARY
A. Section includes administrative and procedural requirements for the following:
   1. Salvaging nonhazardous demolition and construction waste.
   2. Recycling nonhazardous demolition and construction waste.
   3. Disposing of nonhazardous demolition and construction waste.

B. Related Requirements:
   1. Terms and Conditions, TC-6.10 Recycled or Rehandled Material
   3. Section 024119 "Selective Demolition" for disposition of waste resulting from partial demolition of buildings, structures, and site improvements.

1.3 DEFINITIONS
A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.

C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.4 QUALITY ASSURANCE

A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SALVAGING DEMOLITION WASTE

A. Salvaged Items for Reuse in the Work: Salvage items for reuse and handle as follows:

1. Clean salvaged items.

2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.

3. Store items in a secure area until installation.

4. Protect items from damage during transport and storage.

5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.

   - Note to Contractor: when performing demolition of existing fire systems, the Contractor is required to contact the Contract Manager, for each building, to determine if any fire alarm equipment is to be salvaged and returned to the . For example, certain buildings have a modern addressable Fire Alarm Control Panel) that may want to retain for spare parts. The Contractor shall contact the Contract Manager for this determination in writing, and will make the determination and return a written response.

B. Salvaged Items for Sale and Donation: Not permitted on Project site.

C. Salvaged Items for Owner's Use: Salvage items for Owner's use and handle as follows:

1. Clean salvaged items.

2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.

3. Store items in a secure area until delivery to Owner.

4. Transport items to Owner's storage area designated by Owner.
5. Protect items from damage during transport and storage.

D. Plumbing Fixtures: Separate by type and size.

E. Electrical Devices: Separate switches, receptacles, switchgear, transformers, meters, panelboards, circuit breakers, and other devices by type.

3.2 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

A. General: Recycle paper and beverage containers used by on-site workers.

B. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.

C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.

1. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.

2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.

4. Store components off the ground and protect from the weather.

5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor.

D. Refer to Administration Spec TC-6.10 – Recycled or Rehandled Material.

3.3 RECYCLING DEMOLITION WASTE

A. Metals: Separate metals by type.

1. Structural Steel: Stack members according to size, type of member, and length.

2. Remove and dispose of bolts, nuts, washers, and other rough hardware.

B. Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.
3.4 RECYCLING CONSTRUCTION WASTE

A. Packaging:

1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.


3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.

4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

3.5 DISPOSAL OF WASTE

A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.

2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn waste materials.

C. Disposal: Remove waste materials and dispose of at designated spoil areas on Owner's property.

D. Disposal: Remove waste materials from Owner's property and legally dispose of them.

PART 4 - MEASUREMENT AND PAYMENT

4.1 METHOD OF MEASUREMENT

A. No separate measurement will be made for work under this section.

4.2 BASIS OF PAYMENT

A. These items will be paid for at the Contract Lump Sum Price bid

END OF SPECIAL PROVISION 01 74 19

01 74 19 – CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract 01 Special Provisions, apply to this Special Provision.

1.2 SUMMARY

A. Special Provision includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.
5. Repair of the Work.

B. Related Requirements:

1. Special Provision 01 73 00 "Execution" for progress cleaning of Project site.
2. Special Provision 01 78 23 "Operation and Maintenance Data" for operation and maintenance manual requirements.
3. Special Provision 01 78 39 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.3 ACTION SUBMITTALS

A. Product Data: For cleaning agents.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.4 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.
1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Special Provisions.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Submit closeout submittals specified in other Division 01 Special Provisions, including project record documents, operation and maintenance manuals, and similar final record information.

2. Submit closeout submittals, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

3. Submit maintenance material submittals, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Project Manager. Label with manufacturer's name and model number where applicable.

   a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Special Provision. Obtain Project Manager’s signature for receipt of submittals.

4. Submit test/adjust/balance records.

Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Complete startup and testing of systems and equipment.

2. Perform preventive maintenance on equipment used prior to Substantial Completion.

3. Participate with City of Rockville Manager in conducting inspection and walkthrough with local emergency responders.

4. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
5. Complete final cleaning requirements, including touchup painting.

6. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Project Manager and Project Engineer and schedule closeout site inspection. Project Manager will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

2. Results of completed inspection will form the basis of requirements for final completion.

E. Substantial Completion shall not be allowed to occur until all conditions are fulfilled, regardless of substantial use of the system.

1.7 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion. Submit a final Application for Payment in accordance with procedures.

B. Certified List of Incomplete Items: Submit certified copy of Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Project Manager. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.

C. All items listed in 1.6, Item “B” Submittals Prior to Substantial Completion.

D. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Project Manager will notify Project Engineer and schedule closeout site inspection.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)
A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use CSI Form 14.1A.

1. Organize list of spaces in sequential order.

2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.

3. Include the following information at the top of each page:
   a. Project name.
   b. Date.
   c. Name of Project Manager and Project Engineer, if applicable.
   d. Name of Contractor.
   e. Page number.

4. Submit list of incomplete items in the following format:
   a. MS Excel electronic file. Project Manager will return annotated file.

1.9 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Project Manager for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit City of Rockville Manager's rights under warranty.

B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.

2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.

3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

C. Provide four (4) hard bound and four (4) electronic copies of each warranty to include in operation and maintenance manuals as required by the City of Rockville Manager.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING
A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
   
a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
   
b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
   
c. Remove tools, construction equipment, machinery, and surplus material from Project site.
   
d. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
   
e. Sweep concrete floors broom clean in unoccupied spaces.
   
f. Remove labels that are not permanent.
   
g. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
   
h. Leave Project clean and ready for occupancy.

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot
be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
   a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

PART 4 - MEASUREMENT AND PAYMENT

4.1 METHOD OF MEASUREMENT
   A. No separate measurement will be made for work under this section.

4.2 BASIS OF PAYMENT
   A. These items will be paid for at the Contract Lump Sum Price bid

END OF SPECIAL PROVISION 01 77 00
SECTION 01 78 23 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract.

1.2 SUMMARY

A. Special Provision includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Operation and maintenance documentation directory.
2. Emergency manuals.
3. Operation manuals for systems, subsystems, and equipment.
4. Product maintenance manuals.
5. Systems and equipment maintenance manuals.

1.3 CLOSEOUT SUBMITTALS

A. Manual Content: Operations and maintenance manual content is specified in individual Special Provision to be reviewed at the time of Special Provision submittals. Submit reviewed manual content formatted and organized as required by this Special Provision.

B. Format: Submit operations and maintenance manuals in the following format:

1. PDF electronic file. Assemble each manual into a composite electronically-indexed file. Submit on digital media acceptable to Project Manager.

   a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically-linked operation and maintenance directory.

   b. Enable inserted reviewer comments on draft submittals.
c. Submit 4 electronic copies of Manuals.

2. Four paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Project Manager will return two copies.

C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Project Manager and Project Engineer will comment on whether general scope and content of manual are acceptable.

D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Project Manager and Project Engineer will return copy with comments.

1. Correct or modify each manual to comply with Project Manager’s and Project Engineer’s comments. Submit copies of each corrected manual within 15 days of receipt of Project Manager’s and Project Engineer’s comments and prior to commencing demonstration and training.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

A. Organization: Include a section in the directory for each of the following:

1. List of documents.
2. List of systems.
3. List of equipment.
4. Table of contents.

B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.

C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.
E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:

1. Title page.
2. Table of contents.

B. Title Page: Include the following information:

1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name and contact information for Contractor.
6. Name and contact information for Project Engineer.
7. Names and contact information for major consultants to the Project Engineer that designed the systems contained in the manuals.
8. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Special Provision number in Project Manual.
1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

E. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.

1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.

2. File Names and Bookmarks: Enable bookmarking of individual documents based upon file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel upon opening file.

F. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.

1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.

b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Special Provision number on bottom of spine. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Special Provision number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.


5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
   a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
   b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 EMERGENCY MANUALS

A. Content: Organize manual into a separate section for each of the following:
   1. Type of emergency.
   2. Emergency instructions.
   3. Emergency procedures.

B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
   1. Fire.
   2. Flood.
   5. Power failure.
   7. System, subsystem, or equipment failure.
   8. Chemical release or spill.

C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of City of Rockville Manager’s operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
D. Emergency Procedures: Include the following, as applicable:

1. Instructions on stopping.
2. Shutdown instructions for each type of emergency.
3. Operating instructions for conditions outside normal operating limits.
4. Required sequences for electric or electronic systems.
5. Special operating instructions and procedures.

2.4 OPERATION MANUALS

A. Content: In addition to requirements in this Special Provision, include operation data required in individual Special Provisions and the following information:

2. Performance and design criteria if Contractor is delegated design responsibility.
3. Operating standards.
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

B. Descriptions: Include the following:

1. Product name and model number. Use designations for products indicated on Contract Documents.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.5 PRODUCT MAINTENANCE MANUALS

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Special Provision number and title in Project Manual and drawing or schedule designation or identifier where applicable.

C. Product Information: Include the following, as applicable:
1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.

2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents.

C. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Special Provision number and title in Project Manual and drawing or schedule designation or identifier where applicable.

D. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
1. Standard maintenance instructions and bulletins.
2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.

3. Identification and nomenclature of parts and components.

4. List of items recommended to be stocked as spare parts.

E. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:

1. Test and inspection instructions.

2. Troubleshooting guide.

3. Precautions against improper maintenance.

4. Disassembly; component removal, repair, and replacement; and reassembly instructions.

5. Aligning, adjusting, and checking instructions.

6. Demonstration and training video recording, if available.

F. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.

2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

G. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

H. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

I. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

01 78 23 – OPERATION AND MAINTENANCE DATA
A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.

B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by City of Rockville Manager’s operating personnel for types of emergencies indicated.

C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
   1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
   2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by City of Rockville Manager’s operating personnel.

E. Manufacturers’ Data: Where manuals contain manufacturers’ standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
   1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
   1. Do not use original project record documents as part of operation and maintenance manuals.
   2. Comply with requirements of newly prepared record Drawings in Special Provision 01 78 39 "Project Record Documents."

PART 4 - MEASUREMENT AND PAYMENT

4.1 METHOD OF MEASUREMENT

A. No separate measurement will be made for work under this section.
4.2 BASIS OF PAYMENT

A. These items will be paid for at the Contract Lump Sum Price bid.

END OF SPECIAL PROVISION 01 78 23
SECTION 01 78 39 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract

1.2 SUMMARY

A. Special Provision includes administrative and procedural requirements for project record documents, including the following:


1.3 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit copies of record Drawings as follows:

   a. Initial Submittal:
      1) Submit one paper-copy set(s) of marked-up record prints.
      2) Submit PDF electronic files of scanned record prints and one set of file prints.

   b. Final Submittal:
      1) Submit four paper-copy set(s) of marked-up record prints.
      2) Submit four PDF and CAD electronic files of scanned record prints and four set(s) of prints.
      3) Print each drawing, whether or not changes and additional information were recorded.

B. Record Specifications and Special Provisions: Submit one paper copy and one annotated PDF electronic files of Project's Specifications and Special Provisions, including addenda and contract modifications and special provision inserts.

C. Record Product Data: Submit one paper copy and one annotated PDF electronic files and directories of each submittal.

1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

PART 2 - PRODUCTS

01 78 39 – PROJECT RECORD DOCUMENTS
2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Documents and Shop Drawings, incorporating new and revised drawings as modifications are issued.

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

   a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.

   b. Accurately record information in an acceptable drawing technique.

   c. Record data as soon as possible after obtaining it.

   d. Record and check the markup before enclosing concealed installations.

   e. Cross-reference record prints to corresponding archive photographic documentation.

2. Content: Types of items requiring marking include, but are not limited to, the following:

   a. Dimensional changes to Drawings.

   b. Revisions to details shown on Drawings.

   c. Depths of foundations below first floor.

   d. Locations, size, and depths of underground utilities.

   e. Revisions to routing and sizing of piping and conduits.

   f. Revisions to electrical circuitry.

   g. Actual equipment locations.

   h. Duct size and routing.

   i. Locations of concealed internal utilities.

   j. Changes made by Change Order or Construction Change Directive.

   k. Changes made following written Minor Changes in the Work issued by the Project Manager.

   l. Details not on the original Contract Drawings.
m. Field records for variable and concealed conditions.

n. Record information including dimensional data and performance data on the Work that is shown only schematically.

3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.

4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.

5. Mark important additional information that was either shown schematically or omitted from original Drawings.

6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Project Engineer, Project Engineer, and Project Manager. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:

1. Format: Same digital data software program, version, and operating system as the original Contract Drawings.

2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.

3. Refer instances of uncertainty to Project Engineer for resolution.

4. The City of Rockville Manager will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.

C. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing record Drawings where City of Rockville Manager determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.

1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.

2. Consult Project Manager for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared record Drawings into record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.
D. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.

2. Format: Annotated PDF electronic file with comment function enabled.

3. Identification: As follows:
   a. Project name.
   b. Date.
   c. Designation "PROJECT RECORD DRAWINGS."
   d. Name of Project Engineer.
   e. Name of Contractor.

2.2 RECORD SPECIFICATIONS AND SPECIAL PROVISIONS

A. Preparation: Mark Specifications and Special Provisions to indicate the actual product installation where installation varies from that indicated in Specifications, Special Provisions, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.

3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.

4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.

5. Note related Change Orders, record Product Data, and record Drawings where applicable.

B. Format: Submit record Specifications and Special Provisions as paper copy and annotated PDF electronic file or scanned PDF electronic file(s) of marked-up paper copy of Specifications and Special Provisions.

2.3 RECORD PRODUCT DATA
A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.

3. Note related Change Orders, record Specifications and Special Provisions, and record Drawings where applicable.

B. Format: Submit record Product Data as paper copy and annotated PDF electronic file or scanned PDF electronic file(s) of marked-up paper copy of Product Data.

1. Include record Product Data directory organized by Specification Special Provision or Special Provision number and title, electronically linked to each item of record Product Data.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.

B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Project Manager’s and Project Engineer's reference during normal working hours.

PART 4 - MEASUREMENT AND PAYMENT

4.1 METHOD OF MEASUREMENT

A. No separate measurement will be made for work under this section.

4.2 BASIS OF PAYMENT

A. These items will be paid for at the Contract Lump Sum Price bid. B..

END OF SPECIAL PROVISION 01 78 39
SECTION 02 41 19 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

   A. Drawings and general provisions of the Contract,

1.2 SUMMARY

   A. Special Provision Includes:

      1. Demolition and removal of selected portions of building or structure.

   B. Related Requirements:

      1. Special Provision 01 10 00 "Summary" for restrictions on the use of the premises, City of Rockville -occupancy requirements, and phasing requirements.

      2. Special Provision 01 73 00 "Execution" for cutting and patching procedures.

1.3 DEFINITIONS

   A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.

   B. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.

   C. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 MATERIALS OWNERSHIP

   A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1.5 PREINSTALLATION MEETINGS

   A. Predemolition Conference: Conduct conference at Project site.

1.6 INFORMATIONAL SUBMITTALS

   A. Schedule of Selective Demolition Activities: Indicate the following:
1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure City of Rockville on-site operations are uninterrupted.

2. Interruption of utility services. Indicate how long utility services will be interrupted.

3. Coordination for shutoff, capping, and continuation of utility services.

4. Coordination of City's continuing occupancy of portions of existing building and of City of Rockville Manager's partial occupancy of completed Work.

B. Warranties: Documentation indicated that existing warranties are still in effect after completion of selective demolition.

1.7 CLOSEOUT SUBMITTALS

A. Inventory: Submit a list of items that have been removed and salvaged.

B. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.8 FIELD CONDITIONS

A. City of Rockville Manager will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so City of Rockville Manager's operations will not be disrupted.

B. Provide dust barriers between areas of construction and adjacent service bays in operation.

C. Conditions existing at time of inspection for bidding purpose will be maintained by City of Rockville Manager as far as practical.

D. Notify Engineer of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

E. Contaminated Soil Materials: There is a potential for the discovery of contaminated soils adjacent to the existing generators being removed which will be addressed as extra work if found. In the event suspicious soils are found, notify the Engineer for determination by MDE. Contractor shall remove contaminated soils at the direction of the Engineer, and dispose of contaminated soils in a licensed landfill and replace excavated materials with Graded Aggregate Base.

F. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
1. The Contractor is responsible to visit the site and inspect the existing conditions before bid in order to ensure proper evaluation of working conditions. If hazardous materials are suspected or encountered, do not disturb; immediately notify the Engineer and City of Rockville Manager.

G. Storage or sale of removed items or materials on-site is not permitted.

H. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1.9 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA and MDE notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. Review record documents of existing construction provided by City of Rockville Manager. City of Rockville Manager does not guarantee that existing conditions are same as those indicated in record documents.

C. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Engineer.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS
A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
   1. Comply with requirements for existing services/systems interruptions specified in Special Provision 01 10 00 "Summary."

B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
   1. City of Rockville Manager will arrange to shut off indicated services/systems when requested by Contractor.
   2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
   3. Disconnect, demolish, and remove plumbing, and HVAC systems, equipment, and components indicated to be removed.
      a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
      b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material.
      c. Lines containing oil, hydraulic fluid, or similar materials shall be flushed and cleaned prior to capping.
      d. Equipment to Be Removed: Disconnect and cap services and remove equipment.
      e. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.

3.3 PREPARATION

A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
   1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
2. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.

3. Provide tight fitting barriers from floor to bottom of roof deck sealed to prevent the escape of dust from the area of the work. Barriers shall be polyethylene/wood or other suitable materials acceptable to the City of Rockville Manager. Polyethylene without any support is unacceptable.

4. Cover and protect furniture, furnishings, and equipment that have not been removed.

3.4 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level.

2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.

3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.

4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.

5. Maintain adequate ventilation when using cutting torches.

6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.

7. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

8. Dispose of demolished items and materials promptly.

B. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.

2. Protect items from damage during storage.
3. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Engineer, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, then remove concrete between saw cuts.

1. Use wet saw method to reduce dust.

B. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.

C. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain City of Rockville Manager's property, remove demolished materials from Project site and legally dispose of them in an EPA or MDE-approved landfill.

1. Do not allow demolished materials to accumulate on-site.

2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn demolished materials.

3.7 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

PART 4 - MEASUREMENT AND PAYMENT

4.1 METHOD OF MEASUREMENT

01 78 39 – PROJECT RECORD DOCUMENTS
A. No separate measurement will be made for work under this section.

4.2 BASIS OF PAYMENT

A. These items will be paid for at the Contract Lump Sum Price bid.

END OF SPECIAL PROVISION 02 41 19
SECTION IV: FINAL APPROVED STAMPED PLANS/DRAWINGS
E. MISCELLANEOUS

1. EXISTING CEILING AND CATWALK STEMELS ARE 4-1/2 INCH PLATE ON 4-INCH PURLIN CHANNELS. REMOVED AND REPLACED AS REQUIRED FOR ACCESSION AND CLEARANCE TO REMOVE AND INSTALL REINFORCING ROOD IN EXISTING Joints.

2. VERIFY CLEARANCE FOR INSTALLATION OF LIGHTING RODS SUPPORTS WITH EXISTING MECHANICAL ELECTRICAL, AND JOIST BRIDGING.

3. TEMPORARILY REMOVE AND REPLACE, AS REQUIRED, SUPPORTS FOR EXISTING, PIPING, ETC. FROM TOP AND BOTTOM CHORDS OF JOIST TO INSTALL REINFORCING ROOD. RETURN SUPPORTS TO ORIGINAL CONFIGURATION WHEN REINFORCEMENT IS COMPLETE. DO NOT DISCONNECT OR RELOCATE ANY ELECTRICAL SERVICE.

4. TEMPORARILY REMOVE BRIDGING AND BRIDGING GUSSET PLATES ON ONE SIDE OF JOIST AT A TIME ONLY FOR CLEARANCE TO INSTALL NEW REINFORCING ROOD. REMOVAL AFTER INSTALLATION OF REINFORCEMENT.

5. CUT OUT WOODEN LED OF EXISTING DOOR, WINDOWS, AND REINFORCEMENT REQUIRED FOR CLEARANCE OF NEW REINFORCING ROOD. CUT SHALL NOT BE MORE THAN 45-DEGREES DOWN FROM HORIZONTAL. DO NOT DISTURB EXISTING WOOD DIAGONALS TO CHORD MEMBERS.

6. COORDINATE LOCATION AND EQUIPMENT ATTACHMENT REQUIREMENTS FOR LIGHTING RODS SUPPORTS WITH OWNER AND ROOF MANUFACTURER.

7. PROVIDE ADDITIONAL JOIST DIAGONAL REINFORCEMENT FOR EQUIPMENT SUPPORT LOADS LOCATED OFF OF JOIST PANELS. SEE TYPICAL DETAIL FOR REQUIREMENTS.

8. NO PENETRATIONS OR OPENINGS SHALL BE MADE IN THE ROOF.

SPECIFICATIONS

SECTION 051200 - STRUCTURAL STEEL FRAMING

PART 1 - GENERAL

1.1 SUMMARY

A. SECTION INCLUDED:
   1. STRUCTURAL STEEL REINFORCEMENT.

1.2 ACTION SUBMITTALS

A. PRODUCT DATA FOR EACH TYPE OF PRODUCT.

B. SHOP DRAWINGS: SHOW FABRICATION OF STRUCTURAL-STEEL COMPONENTS.

1.3 INFORMATIONAL SUBMITTALS

A. WELDING CERTIFICATES.

B. MILL TEST REPORTS FOR STRUCTURAL STEEL, INCLUDING CHEMICAL AND PHYSICAL PROPERTIES.

C. FIELD QUALITY-CONTROL AND INSPECTION REPORTS.

1.4 QUALITY ASSURANCE

C. WELDING QUALIFICATIONS, QUALITY PROCEDURES AND PERSONNEL ACCORDING TO AWS D1.1/D1.1M, "STRUCTURAL WELDING CODE - STEEL.

D. COMPLETE WITH APPLICABLE PROVISIONS OF THE FOLLOWING SPECIFICATIONS AND DOCUMENTS:

   2. AISC 360.

   3. ASD.

PART 2 - PRODUCTS

2.1 STRUCTURAL-STEEL MATERIALS

A. CHANNELS, ANGLES: ASTM A 36/36M.

B. PLATE AND BAR: ASTM A 36/36M.

C. WELDING ELECTRODES: COMPLY WITH AWS REQUIREMENTS.

2.2 FRAME

A. FRAME: FABRICATOR'S STANDARD LOAD AND CHROMATITE-FREE, NONHOTSPOTTING, RUST-INHIBITING PRIMER.

2.3 FABRICATION

A. STRUCTURAL STEEL: FABRICATE ACCORDING TO AISC 360, "CODE OF STANDARD PRACTICE FOR STRUCTURAL STEEL DESIGN AND CONSTRUCTION" TO AND AISC 360.

2.4 SHOP FRAMING

A. shop frame steel surfaces EXCEPT THE FOLLOWING:

1. SURFACES TO BE FIELD WELDED

B. SURFACE PREPARATION: CLEAN SURFACES TO BE PAINTED, REMOVE LOOSE RUST AND MILL SCALE AND SPONTANEOUS, OIL, OR FLUX RESIDUES, PREPARE SURFACES ACCORDING TO THE FOLLOWING SPECIFICATIONS AND STANDARDS:

   1. SSPC-SP 1

   2. "HAND TOOL CLEANING."

C. Priming Immediately After Surface Preparation. Apply Primer According to Contractor's Written Instructions and at Rate Recommended by Epoxy to Provide a Minimum Dry Film of 2.0 Liv. Use Priming. With (T) UNLESS WITHSTAND TO ADEQUATE COVERAGE OF JOINTS, CORNERS, EDGES, AND EXPOSED SURFACES.
1. **EXISTING JOIST REINFORCEMENT**
   - Scale: None
   - Note: See plan for location of existing bridging

2. **ROOF JOIST CHORD REINFORCEMENT DETAIL**
   - Scale: None

3. **POINT REINFORCEMENT DETAIL**
   - Scale: None

4. **SECTION THROUGH JOISTS**
   - Scale: None
   - (Supports for powerhead or compression tube not shown)

5. **SECTION THROUGH JOISTS**
   - Scale: None
   - Notes:
     1. At power head provide 6x1/8" plates.
     2. Existing fixed light bar to be removed by contractor installing new motorized light bar.

**Typical Existing Joist Panel**

Load: 6" on more panel pt.

More loads in excess of 100 lb. are applied to joists.

Typical Existing Joist Panel

- IFB 07-16
- City of Rockville, Maryland
- SECTIONS AND DETAILS
- F. Scott Fitzgerald Theater
NOTES

PROTECT ALL EXISTING FURNISHING AND EQUIPMENT FROM DAMAGE
PROVIDE MOVING BLANKETS TO PROTECT AND COVER SEATS
IMMEDIATELY BELOW DEMOLITION LAY A MINIMUM OF 1/2" PLYWOOD
SHEETS AND PLASTIC SHEETING OVER MOVING BLANKETS ON TOP
OF MOPPING. REMOVE BLANKETS OR COVER SEATS WITH PLASTIC SHEETING TO PROTECT AND KEEP CLEAN.
CLEAN ALL SURFACES AFTER CONSTRUCTION IS COMPLETE.

BUILDING WILL BE OCCUPIED DURING CONSTRUCTION. COORDINATE
ALL CONSTRUCTION ACTIVITIES WITH CITY OF ROCKVILLE FIELD
REPRESENTATIVE.

ERECT WORK SCAFFOLDING BETWEEN ROWS OF SEATS. COORDINATE
USE OF SCAFFOLD WITH OTHER TRADES.

STAGE

EXIT

F. SCOTT FITZGERALD THEATER
ROOF BEAM REINFORCEMENT

IFB 07-16

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AUDITORIUM PLAN
SCALE: 1/8"=1'-0"

REVIELED PLAN
F. SCOTT FITZGERALD THEATER
ROOF BEAM REINFORCEMENT

NOTE:
1. REMOVE THE EXISTING HARD CEMENT PLASTER AND METAL LATH CEILING TO EXTENTS SHOWN ON DRAWINGS TO ALLOW FOR STRUCTURAL WORK TO BE DONE ABOVE CEILING. PROVIDE CLEAR EDGES AT CUT-OUT OPENING SO NO PLASTER FALLS FROM OPENING DURING Phasing OF WORK.
2. REPLACE REMOVED SECTION WITH THIN COAT CEMENT PLASTER FINISHED ON METAL LATH ON COLD ROLLED STEEL. LINES OF REMOVED PLASTER PROVIDE SMOOTH IMPERCEPTIBLE TRANSITION FROM EXISTING PLASTER TO NEW.
3. PAINT NEW PLASTER TO MATCH EXISTING WITH THREE COATS OF PAINT TO INCLUDE ONE COAT OF PRIMER AND TWO COATS OF ACRYLIC LATEX FINISH. COLOR MATCH FOR EXISTING FABRIC BRAND AND COLOR WILL BE PROVIDED BY OWNER'S PROJECT MANAGER.
4. PROTECT ALL EXISTING FURNITURE AND EQUIPMENT FROM DAMAGE. PROVIDE WORKING BLANKETS TO PROTECT AND COVER SEATS IMMEDIATELY BELOW DEMOLITION. LAY A MINIMUM OF 3' TAPE BETWEEN EXISTING PLASTER AND DEMOLISHED AREAS. COVER ALL OTHER SEATS WITH PLASTIC SHELTER TO PROTECT AND KEEP CLEAN.
5. WELDING EQUIPMENT AND DUMMPIER MAY BE STAGED OUTSIDE BUILDING IN LOOKING DOCK AREA. COORDINATE WITH CITY REPRESENTATIVE FOR HOURS OF USE. PROVIDE SAFETY FIRE HOSE AND EXTINGUISHERS DURING ALL WELDING ACTIVITIES.
6. BUILDING WILL BE GROUPED DURING CONSTRUCTION. COORDINATE ALL CONSTRUCTION ACTIVITIES WITH CITY OF ROCKVILLE FIELD REPRESENTATIVE. THIS WILL BE A PHASED PROJECT CONTINUING UPON CITY'S SCHEDULING FOR USE OF THE FACILITY.
7. CONTRACTOR PARKING TO BE COORDINATED WITH CITY REPRESENTATIVE.
8. ERASE SCAFFOLDING BETWEEN ROWS OF SEATS. PROTECT SEATING. COORDINATE USE OF SCAFFOLD WITH OTHER TRADES.
9. THE EXISTING STEEL TUBE LIGHT FIXTURE SUPPORT RAIL WILL BE REMOVED BY OTHERS IN A FUTURE PROJECT.
MECHANICAL PLAN

Scale: 1/8" = 12"
SECTION V: SPECIAL PROVISIONS

5.1 PROJECT SCHEDULE / LIQUIDATED DAMAGES:

A. The awarded Contractor shall commence work within 10 working days from the date of issuance of the Notice to Proceed (NTP).

B. The awarded Contractor shall complete all work for the F. Scott Fitzgerald Theater Roof Beam Reinforcement in two phases, with final completion by January 23, 2017.

C. Time is of the essence in each of these projects and any delays from the agreed upon contract schedule dates will inconvenience the public and result in losses to the City. The loss and damages will be difficult to determine. By submitting a bid proposal (offer) in response to this IFB, the Bidder specifically agrees that if awarded a contract from this IFB and if the Bidder as an awarded contractor fails to complete the contract in accordance with its specifications, requirements and times, the amount of $400.00 up to the total value of contract shall be deducted from the monies due the awarded Bidder (Contractor) for each intervening calendar day that the contract is not completed, not as a penalty, but as liquidated damages. However, the awarded Bidder (Contractor) will not be liable if failure to perform arises out of causes beyond its reasonable control and without fault or negligence of the awarded Bidder (Contractor).

D. The City shall recover such liquidated damages by deducting the amount thereof out of any moneys due or that may become due the Contractor, and if said moneys are insufficient to cover said damages.

5.2 NOTICE TO PROCEED AND COMPLETION SCHEDULE:

A. The contractually specified completion date and time shown herein below shall be strictly adhered to unless authorized or directed otherwise in writing by the Project Manager. The completion date, where specified, has an allowance for inclement weather and holidays. Time extensions for unusual conditions causing project delays not covered in these special provisions will be subject to the conditions covered under the general specifications; however, no compensation above that indicated herein for specific items shall be paid to the Contractor for any delay, regardless of the source of delay.

B. The Contractor shall provide a bar-chart schedule at the pre-construction meeting or at such time as directed by the Project Manager, but not more than once per month or with any change order. In addition, the contractor shall verbally provide updates to the Project Manager as requested.

C. Please note that it is the contractor’s responsibility to obtain a Noise Waiver from Montgomery County Department of Environment Protection.
5.3 **CONTRACT DOCUMENTS:**

In addition to the Contractual Terms and Conditions, in the case of discrepancies in the Contract Documents and need for interpretation, the documents shall be given precedence in the following order:

1. Change Orders
2. Addenda
3. Drawings
5. Technical Specifications
6. General Conditions and Instructions to Bidders (City of Rockville)
7. Standard Details by others
8. City of Rockville Standard Details for Construction
9. Applicable Standards listed below

5.4 **APPLICABLE CODES AND STANDARDS:**

As a minimum standard of quality workmanship, all work shall comply with the latest provisions and recommendation of the following documents in the following order of precedence. In the event of conflict, the City’s determination shall govern.


B. American Society of Civil Engineers 7.

C. American Institute of Steel Construction, Steel Construction manual (including D1-D8 on drawing sheet No. S1 of 8).


E. American Welding Society D1.1.

5.5 **PERMITS:**

A. The Contractor is responsible for implementation and compliance with all conditions of all permits as listed below:

   1. **City Of Rockville Building Permit**- This City permit is issued by the Department of Inspection Services and will be provided after bid award.

B. The Contractor is responsible for all reporting, inspection requests, documentation and notifications associated with these permits. Compensation for implementation of the requirements of the above permits shall be included in appropriate bid items and no
special compensation will be made. City of Rockville Permit fees are waived for City projects but Contractor is to apply for permits.

5.6 **EMERGENCY CONTACT INFORMATION:**

The Contractor shall provide the name(s) and phone number(s) of a representative(s) of the Contractor who can be reached in case of an emergency prior to the start of construction.

5.7 **PROTECTION OF WORK, PROPERTY AND PERSONS:**

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with this project. All necessary precautions shall be taken: to prevent injury to the Contractor's employees and other persons who may be affected by the project; to prevent damage to or loss of materials or equipment incorporated into the project; and to protect other property at or adjacent to the site including but not limited to trees, shrubs, lawns, walks, fences, pavements, roadways, utilities, structures, buildings, playgrounds and park facilities not designated for removal, relocation, or replacement in the course of construction; to provide warning signs as directed by the City for personnel and the public. Costs associated with this work are incidental to the work and no specific payments will be made.

5.8 **ACCESS TO ADJACENT PROPERTIES:**

Access must be maintained to all properties abutting this project at all times. All work affecting private properties shall be coordinated with the property owner by the Contractor. The Contractor shall maintain access to private driveways at all times unless specifically approved in advance by the City.

5.9 **ENTERING PRIVATE PROPERTY TO PERFORM WORK:**

The Contractor shall carefully examine the plans provided to ensure a clear understanding of the private property limits and work limits. Under no circumstances shall the Contractor to enter beyond the specified limits or perform any work that affects private property without advance notice to and permission from the Civic Center Superintendent and City Project Manager.

5.10 **SITE CONDITIONS:**

The Contractor shall visit each work site prior to performing the work to verify the existing conditions. These conditions shall be photo documented prior to the start of construction.

5.11 **CONTRACTOR’S STAGING AND STORAGE**
A. The Contractor will establish temporary staging areas as approved by the City. The Contractor shall cleanup each staging area daily. The Contractor shall cover topsoil, stone, and aggregate stockpiles with tarps to prevent sedimentation of the street.

B. The Contractor shall submit a sketch (a marked up set of plans is acceptable) and brief description for approval by the Project Manager showing the location of equipment and materials, location of portable sanitary toilet, and means and methods to protect pedestrians and existing public facilities (including trees) within the area as shown on the plans. This plan may have to be approved by the City Forester, if any grassed or tree areas will be utilized.

C. There shall be no payment for this work. It shall be considered incidental to the contract.

5.12 DAILY CLEAN-UP

A. The Contractor shall at all times keep the work areas clean and orderly and shall promptly remove all waste and rubbish. The daily debris shall be collected in covered containers and disposed of in proper fashion. All directions from authorized public officials having jurisdiction over health and safety shall be obeyed. The site will be “broom cleaned” at the end of each working shift. Open excavations may not be left unattended. Site must be secured each night.

B. The Contractor shall clean every street upon which any work has been performed under this contract on a daily basis. The cleanup shall be accomplished by use of a vacuum assisted sweeper truck, manual (push) broom sweeping or other method as directed and or approved by the Project Manager. Under no circumstance shall the Contractor use compressed air or jet water sprays for cleanup purposes.

5.13 SUBMITTALS OF MATERIALS

The Contractor shall submit two copies of all delivery tickets, shop drawings, inspection, testing or certification reports, obtained approvals or permits, and other submittals required for this project to Project Manager for Rockville Department of Recreation and Parks.

5.14 INSPECTION AND CERTIFICATION

All materials shall be subject to inspection or test by the City prior to installation and no previous certification or inspection shall bar rejection if the material is found to be inferior, damaged or defective. The certification requirements may be waived for any or all of the materials at the discretion of the City.

5.15 INSPECTION AND REPAIRS

The City reserves the right to inspect any and all work either in progress or completed. All work shall be inspected prior to backfill. Any portion of the work that is backfilled prior to inspection shall be uncovered at the contractor’s expense to enable the Project
Manager to adequately inspect. If the work is found to be unsatisfactory or in conflict with the provisions in these specifications the City may hold back payment for work completed. The Project Manager will give written notification of the unsatisfactory work to the contractor. The Contractor shall have no more than 10 days to correct the condition.

5.16 **CONTRACTOR SUPERVISION**

The Contractor shall supervise and direct all work under the contract. A qualified individual shall be designated in writing to act on behalf of the Contractor. This individual shall be present on the site at all times as required to perform adequate supervision and coordination of the work, including work performed by subcontractors.

5.17 **CONTRACTOR’S EMPLOYEES**

A. The Contractor’s employees shall present a professional appearance, shall be neat, clean, well groomed, courteous, and conduct themselves in a respectable manner while performing duties and while on City and/or private property.

B. The Contractor shall provide the City with a listing of all personnel assigned to the contract. In addition, the Contractor shall provide a listing of names, and emergency telephone numbers of supervisory personnel assigned to the contract. It will be the Contractor’s responsibility to keep this list up to date.

C. The City reserves the right to request that the contractor remove any employee if it is determined that services are not being performed in accordance with the terms and conditions of the contract.

5.18 **SUB-CONTRACTORS**

A. The Contractor shall have the right to sub-contract, but shall be fully responsible and cannot be relieved of any liability under this contract on account of any sub-contractor. All sub-contracting must have prior written City approval. The City reserves the right to approve or reject any sub-contractor.

B. Nothing contained in the contract documents shall create any contractual relationship between the owner and any subcontractor or sub-subcontractor. Vendors who will subcontract the delivery, installation, or any other portion of the work herein described will submit, prior to construction, the following information:

C. A description of the items to be subcontracted, and the subcontractor's name, address, and telephone number. During the life of the contract, the Contractor shall provide the name, nature, and extent of all subcontractors.

D. Subcontractors shall be considered an agent of the Contractor, who shall be held fully accountable for all of the subcontractor services, labor, and materials relative to the contract.

5.19 **CHANGES IN WORK**
A. If an event arises which the Contractor considers may result in the addition, deletion or modification to the contract, the Contractor shall notify the City prior to commencing work under that change.
B. All such changes or additional work must be authorized in writing by the Director of Procurement prior to starting such work.

5.20 **WORK HOURS**
Work shall be limited to 7 a.m. to 7:00 p.m. Monday through Sunday. No work shall be permitted outside these hours unless written approval is obtained from the Project Manager or his designee.

5.21 **INVOICES AND PAYMENT**
The Contractor shall submit a detailed invoice to the Project Manager for payment at the end of each month for all work completed and accepted by the City during that month. The Contractor shall attach to each monthly invoice, all required documentation of testing results.

5.22 **AS-BUILTS:**
A. The Contractor shall provide as-built information. One set of redline as-builts shall be maintained and kept on-site at all times. Any deviations from approved plans shall be marked, in red, on the as-builts. As-built information shall consist of any deviation to the approved plan such as grading limits, slopes, types/length/height of restoration features, and any modifications to typical details. As-built requirements do not include any topographic survey.
B. Upon completion of project, the Contractor shall submit as-builts to the City for approval. The City will not release the retainage until the as-builts are approved. The costs for as-builts shall be considered incidental to the work and no specific payments will be made.

5.23 **POSTING PARKING RESTRICTION SIGNS:**
A. The Contractor shall be responsible for furnishing adequate personnel, equipment and sign stakes as necessary to post City furnished parking restriction signs a minimum of 48 hours and no more than 72 hours in advance of the construction operations for that particular portion of that street. The Contractor shall coordinate the schedule in advance with the City and shall mark the signs with the appropriate restriction dates. Parking may not be restricted for more than three consecutive dates without prior written City approval. Towing of parked vehicles shall be the responsibility of the Project Manager only. Vehicles will not be towed unless the Project Manager has verified that the proper parking restriction signs were posted a minimum of 48 hours in advance. The Contractor shall be
responsible for revising the dates on the signs in the event of delays in the schedule and for the prompt removal of the signs when the construction operation is complete. The signing operation shall be closely coordinated with the Project Manager and no signs shall be marked, posted, revised, reposted, or removed without the Project Manager’s advanced authorization. Signs and stakes shall be carefully removed and revised and reused until otherwise authorized by the Project Manager.

B. Stakes shall be 2-inch x 2-inch, four feet long, driven a minimum of one foot into the ground or until stable.

C. Signs must be spaced no more than 40 (forty) feet apart. Where street trees exist and it is determined that their use will not damage the tree, the signs shall be placed approximately four feet above the ground. Where no street trees are available, signs must be placed on stakes provided by and installed by the Contractor. Black waterproof indelible markers shall be provided and used by the Contractor and numbers shall be large and legible.

D. No special compensation shall be paid to the Contractor for the posting of the no parking signs and shall be considered incidental to the appropriate pay item.

5.24 NOISE CONTROL MEASURES:

All work must comply with the noise ordinance requirements for Montgomery County. A copy of the "NOTICE TO CONTRACTORS" issued by the Montgomery County Department of Environmental Protection (DEP) is attached to these contract documents in Appendix A for observation and compliance.

5.25 AIR POLLUTION CONTROL MEASURES:

A. The Contractor shall cover all fine-grained, loose materials hauled to or from this project to prevent spillage and blowing. Material, which is not covered after notification by the City, will not be accepted for use on this project. This material will not be included in measurement for payment.

B. Burning will not be permitted.

5.26 ENVIRONMENTAL PROTECTION MEASURES:

The Contractor shall place impervious barriers, (i.e., plastic, metal drip pans, etc.) under any compressors, generators, welding machines, etc., to prevent oils, solvents, organic compounds, or other contaminants from leaching into the soil. The Contractor shall immediately remove and clean up any oils, solvents, organic compounds, or contaminants spilled on the site during the process of the work. Any earth contaminated by a spill shall also be removed and replaced with new certified clean material to the satisfaction of the City and the Maryland Department of the Environment (MDE). If the City has to remove the oils, solvents, organic compounds, contaminants, or earth, the City may deduct the costs of removal and clean up from the total contract amount owed the Contractor.

**END OF SECTION V**
SECTION VI - INSURANCE
REQUIREMENTS REV2 (09/08)

6.1 Prior to the execution of the contract by the City, the Contractor must obtain at its own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor’s insurance shall be primary. The Contractor must submit to the Procurement Division, 111 Maryland Avenue, Rockville, MD 20850 the certificate of insurance with all endorsement prior to the submittal of the recommendation for formal award by the Mayor and Council.

6.2 In no event may the insurance coverage be less than shown below. Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

6.3 Mandatory Requirements For Insurance:

Contractor’s insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the Contractor’s insurance and shall not be called upon to contribute with it.

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Amounts of Insurance</th>
<th>Endorsements and Provisions</th>
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<tbody>
<tr>
<td>1. Workers’ Compensation</td>
<td>Bodily Injury by Accident: $100,000 each accident</td>
<td>Waiver of Subrogation: WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement signed and dated.</td>
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<td>2. Employers’ Liability</td>
<td>Bodily Injury by Disease: $500,000 policy limits</td>
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<td>Bodily Injury by Disease: $100,000 each employee</td>
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<tr>
<td>3. Commercial General Liability</td>
<td>Each Occurrence: $1,000,000</td>
<td>City shall be listed as additional insured and provided 30 day notice of cancellation or</td>
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</table>
6.4 Alternative and/or additional insurance requirements, when outlined under the special provisions of this contract, shall take precedence over the above requirements in part or in full as described therein.

6.5 **Policy Cancellation:**

No change, cancellation or non-renewed shall be made in any insurance coverage without a 30 day written notice to the City Procurement Division. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

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<tbody>
<tr>
<td>a. Bodily Injury</td>
<td>Combined Single Limit for Bodily Injury and Property Damage - (each accident): $1,000,000</td>
<td>City shall be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. <strong>Form CA20 48 02 99 form to be both signed and dated.</strong></td>
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<td>b. Property Damage</td>
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<td>c. Contractual Liability</td>
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<tr>
<td>d. Premise/Operations</td>
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<td>e. Independent Contractors</td>
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<td>f. Products/Completed Operations</td>
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<tr>
<td>g. Personal Injury</td>
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| 4. **Automobile Liability** |   |   |
| a. All Owned Autos | Each Occurrence/Aggregate: $1,000,000 | City shall be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. **Form CA20 48 02 99 form to be both signed and dated.** |
| b. Hired Autos |   |   |
| c. Non-Owned Autos |   |   |

| 5. **Excess/Umbrella Liability** | Each Occurrence/Aggregate: $1,000,000 |   |
| 6. **Professional Liability** | Each Occurrence/Aggregate: $1,000,000 |   |
6.6 Additional Insured

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Contractor’s Commercial and Excess/Umbrella Insurance for liability arising out of contractor’s products, goods, and services provided under this contract. Additionally, The Mayor and Council of Rockville must be named as additional insured on the Contractor’s Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

6.7 Subcontractors

All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

6.8 The City will consider the failure by the Contractor to maintain the Mandatory Insurance coverages a material breach of contract.

6.9 Certificate Holder

The Mayor and Council of Rockville
(Contract #, title) IFB 06-17 F. Scott Fitzgerald Theater Roof Beam Reinforcement
City Hall
111 Maryland Avenue
Rockville, MD 20850

***END OF SECTION VI***
SECTION VII – CONTRACTUAL TERMS AND CONDITIONS

1. **TERMS AND CONDITIONS:** The terms and conditions of this document govern in event of conflict with any terms of the bidder’s proposal, and are not subject to change by reasons of written or verbal statement by the contractor unless accepted in writing. Words and abbreviations which have well known technical or trade meanings are used in accordance with such meanings.

2. **BID WITHDRAWAL:** A bid may be withdrawn or modified upon receipt of written request received before the time specified for bid closing. A request received after bid opening will not be considered.

3. **RESPONSIBILITY:** In determining the responsibility of a bidder, the following criteria will be considered:

   a. The ability, capacity and skill of the bidder to perform the contract or provide the services required;
   
   b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
   
   c. The character, integrity, reliability, reputation, judgment, experience and efficiency of the bidder;
   
   d. The quality of performance on previous contracts or services;
   
   e. The previous and existing compliance by the bidder with laws and ordinance relating to the contract or service;
   
   f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
   
   g. The quality, availability and adaptability of the goods or services to the particular use required;
   
   h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
   
   i. Whether the bidder is in arrears to the City or a debt or contract or is in default on a surety to the City;
   
   j. Such other information as may be secured by the City having a bearing on the decision to award the contract.

4. **ELECTRONIC PAYMENT:** The City will make payments through the ACH Payment Program of the City allows payments to be deposited directly to a designated financial institution account. All transactions are conducted in a secure environment. Program information and registration can be viewed at the following web address: [http://www.rockvillemd.gov/business/payment](http://www.rockvillemd.gov/business/payment)
5. **SENSITIVE DOCUMENTS:**
   A. All project participants needing either electronic or hardcopy documents dealing with critical facilities or sensitive information will be required to make application with, and receive approval from the City prior to receiving this information. Permission to receive said documents (herein referred to as “sensitive”) will pertain only to the individual approved. Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor’s company except Contractor’s project participants. After completion of the project, all sensitive documents remaining in the Contractor’s possession shall continue to be governed under the terms of non-disclosure and must continue to be stored in a secure manner. After such records are no longer needed for record purposes, the records shall be destroyed or returned to the City.

   B. Where services require the Contractor to access the City’s electronic information resources and/or its electronic data assets, the Contractor shall adhere to all requirements, terms and conditions of the City’s Contractor/Vendor On-Site and Remote Access Confidentiality Agreement, which can be viewed at the following web address: [http://www.rockvillemd.gov/business/Rockville_Confidentiality_Policy.pdf](http://www.rockvillemd.gov/business/Rockville_Confidentiality_Policy.pdf).

6. **ERRORS IN BIDS:** When an error is made in extending total prices, the unit price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices or in preparation of the bid will not relieve the bidder from performing the contract. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if the bid is accepted.

7. **MISTAKES:** Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the contract documents. In the process of assembling and binding the bid documents individual pages or drawings may have been inadvertently omitted. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that these bid documents are incomplete.

8. **INTEREST IN MORE THAN ONE BID AND COLLUSION:** Multiple bids received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

9. **INSPECTION OF THE WORK SITE:** Each bidder shall visit the site of the proposed work and become fully acquainted with the existing conditions and fully informed as to any facility involved, and the difficulties and restrictions attending the performance of this contract. Applicable drawings,
technical specifications and contract documents should be thoroughly examined. The successful bidder shall in no way be relieved of any obligation due under the executed contract by the failure to examine any form of legal instrument or to visit the site.

10. **RISK OF LOSS AND CONDITION OF SITE:** The City makes no representation and assumes no responsibility for the condition of the site or applicable structures on the site. The contractor shall accept the site and the contents thereon in the condition in which they are represented. Any damages or loss whatsoever while the contract is in effect (whether by reason of fire, theft, breakage or other happenings) shall not relieve the Contractor from any obligations under this contract. The Contractor shall store any materials on site as not to damage the materials and shall maintain such storage areas, as directed by the City, in hazard free condition.

11. **SUBCONTRACTORS:**

A. Nothing contained in the contract documents, shall create any contractual relationship between the City and any subcontractor or sub-subcontractor.

B. Unless otherwise indicated, the successful contractor who will subcontract the delivery, installation, or portion of the work herein described will submit to the Project Manager, prior to the start of work, the following information: 1) A description of the items to be subcontracted, 2) the subcontractor name, address, and telephone number, and 3) the nature and extent of the work utilized during the life of the contract. Subcontractors shall be considered agents of the Contractor, who shall be held fully accountable for all of the subcontractor services, labor, and materials relative to the contract.

12. **LEGAL REQUIREMENTS:** All materials, equipment, supplies and services shall conform to applicable Federal, State, County and City laws, statutes, rules and regulations. The Contractor shall observe and comply with all Federal, State, County and City laws, statutes, rules and regulations that affect the work to be done. The provisions of this contract shall be governed by the laws of the State of Maryland.

13. **INDEMNIFICATION OF THE COUNCIL:** The Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on the part of the Contractor, or subcontractors or agents thereof.

14. **PERFORMANCE:** Time is of the essence. The Contractor shall expedite the work and achieve substantial completion within the contract time. The City will reject defective or unsuitable materials or workmanship, and shall be made good by the Contractor, notwithstanding that such materials/workmanship have been previously been overlooked and accepted.

15. **CHANGES IN QUANTITIES/ITEMS:**

A. The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City’s discretion as given in the Bid or Proposal wherever it deems it advisable or necessary so to do and such changes shall in no way vitiate the contract nor affect the bid prices for any item or remaining
work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity. The City may waive minor differences in specifications in bids provided these differences do not violate the specifications’ intent nor materially affect the operation for which the items or services are being purchased.

B. The Contractor will be paid for the actual amount of authorized work done or material furnished under any item of the bid at the price bid and stipulated for such item. In case any quantity is increased, the Contractor shall not be entitled to any increased compensation over and above the unit price bid for such item, or any claim for damages on account of loss of anticipated profits should any quantities be decreased. The Contractor shall be responsible for confirming the accuracy of the specified quantities prior to ordering materials or supplies and the City's payment shall be based on the actual quantities incorporated in the work and not the quantities specified in the bid document. The quantities must not exceed the Contract specified quantities without specific written authorization of the Project Manager and it is the Contractor's responsibility to obtain said authorization.

16. MATERIALS: All materials shall be new, free from defects, and be standard products of current manufacture. Unless otherwise noted in the contract documents, the Contractor shall abide by specific manufacturer instructions and recommendations on installation and operation.

17. BRAND NAME OR EQUAL: Identification of an item by manufacturer’s name, trade or brand name, or catalog number is for information and establishment of a quality level desired and is not intended to restrict competition. Bidders may offer any brand which meets or exceeds the specification, unless ‘brand name only’ is specified. Bids on other makes and/or models will be considered provided the bidder clearly states on the proposal what is being proposed and forwards with the bid complete descriptive literature indicating how the characteristics of the article being offered will meet the specifications. The City reserves the right to accept or reject items offered as an equal.

18. DEFECTIVE MATERIALS/WORKMANSHIP: Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor. If the work shall be found to be defective or to have been damaged before final acceptance, the Contractor shall make good such defect in a manner satisfactory to the City, without extra compensation even though said defect or injury may have not been due to any act or negligence of the Contractor.

19. TIME OF BEGINNING AND COMPLETION: Unless otherwise stipulated in the bid document, the Contractor shall begin work on the Contract within ten (10) working days after the date of the Notice to Proceed and shall diligently prosecute the same, so that it shall be fully completed within the time as stated in the contract.

20. AUTHORITY OF THE CITY MANAGER IN DISPUTES: Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager who shall notify the Contractor in writing of his determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final
decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to the City Purchasing Ordinance.

21. **CONTRACT DELAYS/EXTENSION OF TIME:** The Contractor shall pursue the contract so as to complete all work within the time allotted in the bid document. The completion date as set in the bid document allows for inclement weather, holidays and coordination with other companies. If the Contractor is delayed in the delivery of the supplies, equipment or services by any act of neglect of the City or by a separate Contractor employed by the City, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by the City, the City shall review the cause of such delay and shall make an extension of time if warranted. All claims for extensions must be in written notice sent to the Project Manager within 10 calendar days after the date when such alleged cause for extension of time occurred. All such claims shall state specifically the amount of time of the delay the Contractor believes to have suffered. If written notice is not received within the prescribed time the claim shall be forfeited and invalidated.

22. **CONTRACT DELAYS - NO DAMAGE CLAIMS ACCEPTED:** The Contractor shall make no claim for extra monetary compensation for delays, whether ordered by the City or not, caused by delays in funding, governmental approvals, private or public companies' actions, inclement weather, site conditions, or from any cause whatsoever. The Contractor shall adjust its operation to continue the work at other locations under the contract, if available, and as directed by the City. If it is necessary to discontinue the work temporarily, the Contractor shall resume work within 48 hours of notice from the City. The City may adjust the completion date to compensate for the lost day(s) on a day-for-day basis, if the City finds that the Contractor could not make up for such lost day(s) by reallocating its forces or rescheduling the work, up to the time remaining on the original schedule at the time of shutdown.

23. **PROGRESS SCHEDULE AND SCHEDULE OF OPERATIONS:**

A. The construction of this project will be planned and recorded with an Activities Chart Project Schedule (AC) and Written Narrative (WN) unless specifically determined to be unnecessary by the Project Manager. The AC Project Schedule and Written Narrative will break down, in detail, the time (working days or completion date) involved in performing major construction activities for the duration of the project. The AC Project Schedule shall be used for the coordination and monitoring of major work under the contract including the activities of subcontractors, vendors and suppliers. The AC Project Schedule shall be prepared in accordance with the requirements of the Maryland State Highway Administration Standard Specifications for Construction and Materials dated January 1982, and the errata and addend thereto, subsequent supplement(s) and the Special Provisions as set forth in this Invitation for Bids, unless otherwise directed or approved by the Project Manager. The schedule shall be consistent with the contract specified completion date(s) and/or working days. The Contractor is responsible for preparing the initial AC Project Schedule and Written Narrative.

Preparation of Initial Schedule - Within 10 calendar days after notification that the Contractor is the apparent successful bidder, the Contractor will complete development of an initial AC Project Schedule and Written Narrative (describing the logical time representations as proposed in the AC
Project Schedule), and submit 2 (two) copies of each AC and WN to the Project Manager for review and approval.

C. Updating Project Schedule: At any time that it becomes apparent the schedule, created as above and approved by the Project Manager, is not being implemented, either because the work or service is ahead or behind schedule, the Contractor shall immediately notify the Project Manager and shall submit a revised, written, updated AC and WN for the Project Manager’s review, revision and approval. The contractor shall make every effort to meet the original completion date and/or working days allowed unless otherwise so directed by the Project Manager.

D. Payment for Schedule AC/WN: No special compensation will be paid for preparing or revising the above project AC/WN as the cost shall be considered incidental to the contract with compensation incorporated into the bid items(s).

24. CONTRACT DOCUMENTS:

The contract documents are complementary and what is required by any one shall be binding as if required by all. Words and abbreviations that have well known technical or trade meanings are used in the contract documents in accordance with such recognized meanings. On drawings, the figured dimensions shall govern in the case of discrepancy between the scales and figures. Anything shown on the construction plans and not mentioned in the specifications or mentioned in the specifications and not shown on the plans shall have the same effect as if shown or mentioned respectively in both.

A. Prior to submitting its bid proposal, it is solely the Bidder’s responsibility to obtain clarification of all questions which may have arisen as to intent of the solicitation / contract document, or any actual conflict between items in the solicitation / contract documents. Should the Bidder fail to obtain such clarification and is awarded a contract, then the City may direct that the work proceed by any method indicated, specified or required, in the judgment of the City, by the contract documents. Such direction by the City shall not constitute the basis for a claim for extra costs by the Contractor. The Contractor acknowledges that it had the opportunity to request clarification prior to submitting his bid to the City and that it is not entitled to a claim for extra cost as a result of failure to receive such clarification.

B. Any discrepancies which may be discovered during the execution of work between actual conditions and those represented by the contract documents shall be reported to the City and work shall not proceed until written instruction has been received by the contractor from the City.

25. INTERPRETATION: Any questions concerning the technical specifications and drawings, terms, conditions and definitions of this Invitation For Bid shall be directed in writing to the Director of Procurement. The submission of a bid shall be prima facie evidence that the bidder thoroughly understands the terms of the contract documents. The Contractor shall take no advantage of any error or omission in these contract documents.
26. **PRE-CONSTRUCTION CONFERENCE:** A pre-construction conference may be held following contract award. The meeting must be attended by the Contractor. No compensation will be made by the City to the Contractor for meetings.

27. **EMERGENCY CONTACT:** The Contractor shall provide at least two local telephone numbers which may be used for contacting an official of the Contractor at all times, 24 hours per day, seven days per week: at which numbers person(s) of responsibility will be available to respond to City directives relative to the contract. The Contractor shall have available sufficient personnel and equipment to immediately respond to emergency needs, as determined by the City. There will be no special compensation paid for this requirement but the cost shall be considered incidental to the other contract pay items.

28. **SUPERVISION AND DIRECTION OF WORK:** The work shall be under the general supervision of the Project Manager. While it is intended that the Contractor shall be allowed in general to carry on the contract in accordance with such general plan as may appear to the Contractor most desirable, the Project Manager, at the Project Manager's discretion, may from time to time, direct the order in which, and points at which, the work shall be prosecuted and may exercise such general control over the conduct of the work at a time or place, as shall be required, in the Project Manager's opinion, to safeguard the interests of the City, and the Contractor shall have no claims for damages or extra compensation on account of the fact that it shall have been necessary to carry on the work in different sequence from that which the Contractor may have contemplated. The Contractor shall immediately comply with any and all orders and instructions given by the Project Manager, but nothing herein contained shall be considered such an assumption of control over the work by the City or the Project Manager as to relieve the Contractor of any obligations or liabilities under the contract.

29. **INSPECTION:** Work and materials will be inspected promptly to see that the same strictly correspond with the drawings and specifications, but if, for any reason, delay should occur in connection with such inspection, the Contractor shall have thereby no claim for damages or extra compensation. Materials and workmanship shall be always subject to the approval of the Project Manager, but no inspection, approval or acceptance of any part of the work or of the materials used therein, nor any payment on account thereof shall prevent the rejection of said materials or work at any time thereafter, should said work or materials be found to be defective or not in accordance with the requirements of the contract. Any costs for any “re-inspection” of the job shall be the responsibility of the contractor.

30. **TERMINATION FOR 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 nonperformance or violation of contract terms and an award made to next low Bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices: provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
31. **TERMINATION FOR CONVENIENCE:** This Contract may be terminated, in whole or in part, upon written notice to the Contractor when the City determines that such termination is in its best interest. The termination is effective 10 days after the notice is issued, unless a different time is given in the notice. The City is liable only for payment for goods and services delivered and accepted or approved by the City prior to the effective date of the termination.

32. **EMPLOYEES:** The Contractor shall employ only competent, skillful persons to do the work, and whenever the Project Manager shall notify the Contractor in writing that any person employed on the work is, in his opinion, incompetent, disobedient, disorderly, discourteous or otherwise unsatisfactory, such person shall be discharged from the work and shall not again be employed for this contract except with the consent of the Project Manager.

33. **NON-WORK DAYS:**

   A. The City observes the following holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Thanksgiving Friday and Christmas Day, all days of general and congressional elections throughout the State, and a five-day work week.

   B. The Contractor will not be permitted to do any work which requires the services of the City's inspection, supervisory or line and grade forces on the days on which the above mentioned holidays are observed by the City or on Saturdays or Sundays, unless otherwise authorized by the Project Manager in writing. However, the Contractor, with verbal permission of the Project Manager, may be permitted to perform clean up and such other items for which no specific payment is involved on Saturdays and holidays.

   C. The normal number of working hours per day on this Contract will be limited to eight, unless otherwise authorized by the Project Manager in writing.

      In case of an emergency, which may require the services of the City on Saturdays, Sundays, holidays or longer than eight hours per day, the Contractor shall request permission of the Project Manager to work. If, in the opinion of the Project Manager the emergency is bona fide, he will grant permission to the Contractor to work such hours as may be necessary. Also, if in the opinion of the Project Manager, a bona fide emergency exists, the Project Manager may direct the Contractor to work such hours as may be necessary whether the Contractor requests permission to do so or not.

34. **LANGUAGE:** The Contractor shall appoint one or more crewmembers or supervisors to act as liaison with the City and emergency services personnel. All liaisons shall be fluently bilingual in American English and the Contractor’s employees’ language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor’s employees or agents are at the site.

35. **IMMIGRATION REFORM AND CONTROL ACT:** The Bidder awarded a contract pursuant to this IFB shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the contract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (the
Act), including but not limited to any verification and record keeping requirements. The Bidder shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

A. **EQUAL EMPLOYMENT OPPORTUNITY:**

The Bidder awarded a contract pursuant to this IFB (Contractor) will not discriminate against any employee or applicant because of race, creed, sex, national origin or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor’s books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

36. **ETHICS REQUIREMENTS:** In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Contractor may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the City of Rockville or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City Council, Rockville, Maryland has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.

37. **DRAWINGS TO BE FOLLOWED:** The approved drawings, profiles and cross sections on file with the City will show the location, details and dimensions of the work contemplated, which shall be
performed in strict accordance therewith and in accordance with the specifications. Any deviations from the drawings or specifications as may be required by the exigencies of construction in all cases will be determined by the Project Manager. There shall be no such deviations without the written authorization of the Project Manager. On all drawings, etc., the figured dimensions shall govern in the case of discrepancy between the scales and figures. The Contractor shall take no advantage of any error or omission in the drawings or specifications. The Project Manager shall make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the specifications and of the drawings as construed by the Project Manager whose decision shall be final.

38. **CERTIFICATION:** Under no circumstances will Contractors be paid for materials utilized on any City contract unless certified to by the Project Manager. The Contractor must not incorporate any materials into a City project without prior authorization and certification of the Project Manager, unless necessary to eliminate or avoid hazardous conditions. Under these emergency circumstances the responsibility for notification to the Project Manager and quantity/quality confirmation rests with the Contractor and must be obtained within 24 hours of the work.

39. **DECISIONS AND EXPLANATIONS BY PROJECT MANAGER:** The Project Manager shall make all necessary explanations as to the meaning and intent of the specifications and drawings, and shall give all orders and directions, either contemplated therein or thereby, or in every case in which a difficult or unforeseen condition arises during the prosecution of the work. Should there be any discrepancies or should any misunderstanding arise as to the intent of anything contained in the drawings and specifications, the decision of the Project Manager shall be final and binding. The Project Manager shall in all cases determine the amount, quality, acceptability and estimates of the work to be paid for under the Contract, and shall decide all questions in relation to the work. In case any questions arise between parties relating to the Contract, such decision and estimate shall be a condition precedent to the right of the Contractor to receive payment under that part of the Contract which is in dispute.

40. **WORK TO BE DONE AND MATERIALS TO BE FURNISHED:** The Contractor shall do all the work and furnish all the labor, materials, tools, and equipment necessary or proper for performing the work required by the Contract, in the manner called for by the drawings and specifications and within the Contract time. The Contractor shall complete the entire work together with such extra work as may be required, at the prices fixed therefore, to the satisfaction of the Project Manager and in accordance with the specifications and drawings.

41. **NOTIFICATION TO OTHER AGENCIES:** The Contractor will be responsible for notifying all concerned agencies affected by the work a minimum of 48 hours in advance of any activity, as prescribed by said agencies, including, but not limited to: the Washington Gas, PEPCO, Verizon Comcast Cable, Transcontinental Gas, City of Rockville Utilities Division, Montgomery County Government, State Highway Administration and the Washington Suburban Sanitary Commission. The Contractor must notify MISS UTILITY at 1-800-257-7777 a minimum of 72 hours and no more than 5 working days prior to removal of any pavement or beginning any excavation. There shall be no measurement or direct payment to the Contractor for such notification, working around, the protection of, or repair of damage to such existing utilities caused by the proposed construction activities directly or indirectly.

42. **PERMITS AND REGULATIONS:** Unless stipulated elsewhere in these specifications, the Contractor shall be responsible for obtaining and paying for all applicable permits. Where
signatures of the City are required in connection with the obtaining of such permits, certificates, etc., the Contractor shall prepare the proper paperwork and present it to the City for signature. City of Rockville Permit fees shall be waived. If the Contractor ascertains at any time that any requirement of this contract is at variance with applicable laws, ordinances, regulations and/or building codes, notification to the Project Manager shall be made immediately and any necessary adjustment to the contract shall be made. Without proper notice to the Project Manager, the Contractor shall bear all costs arising from the performance of work the Contractor knows to be contrary to such laws, ordinances, etc.

44. **SERVICE OF NOTICES:** The mailing a written communication, notice or order, addressed to the Contractor at the business address filed with the City, or to his office at the site of the work shall be considered as sufficient service upon the Contractor of such communication, notice or order; and the date of said service shall be the date of such mailing. Written notice shall also be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last known address.

45. **PATENT RIGHTS:**

   A. Whenever any article, materials, equipment, process, composition, means, or things called for by these specifications is covered by letters of patent, the successful bidder must secure, before using or employing such article, material etc., the assent in writing of the Owner or Licensee of such Letters of Patent and file the same with the City.

   B. The said assent shall cover not only the use, employment, and incorporation of said article, material, equipment, process, composition, combination, means, or thing in the construction and completion of the work but also the permanent use of said article, material, etc., thereafter by or on behalf of the City, in the operation and maintenance of the project for the purposes for which it is intended or adapted. The Contractor shall be responsible for any claims made against the City, its agents and employees or any actual or alleged infringement of patents by the use of any such patented articles, etc., in the construction and completion of the work, and shall save harmless and indemnify the City, its agents and employees from all costs, expenses, and damages, including Solicitor's and Attorney's fees which the City may be obligated to pay by reason of any actual or alleged infringement of patents used in the construction and completion of the work herein specified.

46. **CARE AND PROTECTION OF WORK:** From the commencement of the Contract until its completion, the Contractor shall be solely responsible for the care of the work and all injury or damage to the same, from whatever cause, shall be made good by the Contractor at the Contractor's own expense, before the final estimate is made. The Contractor shall provide suitable means of protection for all materials intended to be used in the work and for work in progress, as well as completed work.

47. **ABANDONMENT OF OR DELAY IN WORK:** If the work under the Contract shall be abandoned by the Contractor, or if at any time the Project Manager shall be of the opinion and shall
so certify, in writing, to the Contractor, that the performance of the Contract is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of the Contract or is executing the same in bad faith or if the work is not fully completed within the time specified for its completion, together with such extension of time as may have been granted, the City by written notice, may order the Contractor to discontinue all work there under, or any part thereof, within the number of days specified on such notice. At the expiration of said time the Contractor shall discontinue the work, or such part thereof, and the City shall have the power, by Contract, or otherwise, to complete said work and deduct the entire cost thereof from any monies due or to become due the Contractor under the Contract. For such completion of work the City may, for itself or its Contractor, take possession of and use or cause to be used any or all materials, tools, and equipment found on the site of said work. When any part of the Contract is being carried on by the City, as herein provided, the Contractor shall continue the remainder of the work in conformity with the terms of the Contract and in such manner as not to interfere with the City's workmen.

48. **SUBLETTING OR ASSIGNING OF CONTRACT:** The City and the Contractor each bind themselves, their partners, successors, assigns and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract documents. Neither party to the contract shall sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein to any person, firm or corporation without the written consent of the other party, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City.

49. **NO WAIVER OF CONTRACT:** Neither the acceptance by the City or its Project Manager nor any order, measurement, certificate or payment of money, of the whole or any part of the work, nor any extension of time nor possession taken by the City or its Project Manager shall operate as a waiver of any portion of the Contract, or any right to damage therein provided. The failure of the City to strictly enforce any provision of this contract shall not be a waiver of any subsequent breach of the same or different nature.

50. **DUTIES, OBLIGATIONS, RIGHTS AND REMEDIES:** The duties and obligations imposed by the contract documents and the rights and remedies available there under shall be in addition to and not a limitation of the duties, obligations, rights and remedies otherwise imposed or available by law, unless so indicated.

51. **IMPLIED WORK:** All incidental work required by the drawings or specifications for which no payment is specifically provided and any work or materials not therein specified which are required to complete the work and which may fairly be implied as included in the Contract, and which the Project Manager shall judge to be so included, shall be done or furnished by the Contractor without extra compensation. The intent is to prescribe a complete work or improvement which the Contractor undertakes to do in full compliance with the contract documents together with any authorized alterations, special provisions and supplemental agreements.
52. **MEASUREMENT OF WORK AND MATERIAL:** The work and material to be paid for will be measured and determined by the Project Manager according to the specifications and drawings, and the working lines that may be given. No allowance will be made for any excess above the quantities required by the specifications, drawings and lines on any part of the work, except where such excess material has been supplied or work done by order of the Project Manager and in the absence of default or negligence on the part of the Contractor. Should the dimensions of any part of the work or of the materials be less than those required by the drawings or the directions of the Project Manager, only the actual quantities placed will be allowed in measurement.

53. **EXTRA COSTS:** If the contractor claims that any instructions by the contract documents or otherwise involve extra compensation or extension of time, a written protest must be submitted to the Project Manager within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.

54. **CONTINGENT ITEMS & QUANTITIES:** Items and quantities identified as being contingent are provided in the Contract for use when and as directed by the Project Manager. These items shown on the Plans or in the specifications are established for the purpose of obtaining a bid price. The quantities for these contingent items may be increased or decreased without any adjustment to the Contract unit price bid or the contingent items may be deleted entirely from the Contract by the Project Manager without negotiation. The Contractor shall submit no claim against the City for any adjustment to the Contract unit price bid, should the contingent items be increased, decreased or eliminated entirely. Payment for any contingent items used will be made on the basis of the quantities as actually measured and as specified in the Specifications. Materials, Construction Requirements and Basis of Payment shall be as specified elsewhere in the Specifications, Plans or Special Provisions.

55. **CHANGES IN THE SCOPE OR EXTRA WORK:**

A. The City, without invalidating the contract, may issue written changes in the work consisting of additions, deletions, or modifications with the contract sum and completion date being adjusted accordingly. All such changes or additional work must be authorized in writing by the Director of Procurement prior to starting such work. Costs shall be limited to the cost of materials, labor, field supervision and field office personnel directly involved in and attributed to the change. All costs and/or credits to the City for a change in the work shall be determined by the unit price bid or by mutual agreement.

B. The Contractor shall do all work that may be required to complete the work contemplated at the unit prices bid or at a lump sum price to be mutually agreed upon.

C. The Contractor shall perform extra work, for which there is no quantity or price included in the Contract, whenever it is deemed necessary or desirable, to complete fully the work as contemplated, and such work shall be done in accordance with the specifications therefore, or in the best workmanlike manner as directed. Where such a price or sum cannot be agreed upon by both parties and where this method of payment is impracticable, the Project Manager may order the Contractor to do such work on a force account basis, which will be paid for as follows.
56. **FORCE ACCOUNT WORK:**

When the Contractor is required to perform work as a result of additions or changes to the contract for which there are no applicable unit prices in the contract, the City and Contractor shall make every effort to come to an agreed upon price for the performance of such work. If an agreement cannot be reached, the City may require the Contractor to do such work on a force account basis to be compensated in accordance with the following:

A. **Labor.** For all labor and for foremen in direct charge of the specific operations the Contractor shall receive the actual wages for each and every hour that said labor and foremen are actually engaged in such work.

B. **Materials.** For materials accepted by the Project Manager and incorporated into the project, the Contractor shall receive the actual cost of such materials, including transportation charges paid by him (exclusive of machinery rentals as hereinafter set forth). Excess materials delivered to the job site and not incorporated into the project will not be paid for and it is the Contractor's responsibility to remove said excess material from the job site.

C. **Equipment.** For any machinery or special equipment (other than small equipment tools, whether rented or owned), the use of which has been authorized in writing, by the Project Manager the Contractor shall receive the rates agreed upon in writing before such work is begun which price shall include fuel, oil and miscellaneous necessities, or the Contractor shall receive those rates which may be specified elsewhere in the Special Provisions. For the purpose of definition, equipment with a new cost of $1000.00 or less will be considered small tools and equipment.

D. **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 Project Manager, the Contractor shall receive the actual cost of such materials and supplies used.

E. **Subcontractors.** The Contractor shall receive the actual cost of work performed by a subcontractor. Subcontractor's cost shall be determined as in A., B., C., and D. above, plus the fixed fee for overhead and profit allowance computed as in G.

F. **Superintendence.** No additional allowance shall be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.

G. **Contractor's Fixed Fee.** The Director of Procurement and the Contractor shall negotiate a fixed fee for force account work performed pursuant to this specification by his force and by his subcontractors. The City shall pay 10 percent of A as compensation for overhead and profit for the work performed. The Contractor shall proceed diligently with the performance of the force account work to completion. The Contractor's fixed fee shall include an amount equal to the sum of 65 percent of A, which shall include, but not be limited to the following:

1. Compensation for all costs paid to, or in behalf of, workmen by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits that
may be required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed in the work; and

(2) Bond premiums, property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions and Social Security taxes on the force account work.

In addition, the Contractor's fixed fee may include an amount not to exceed 10 percent of B, unless specifically authorized by the Project Manager in advance of the work; 5 percent of D, and 5 percent of E with the exception of that portion chargeable to equipment as defined above.

H. Compensation. The compensation as set forth above shall be received by the Contractor as payment in full for change order work done on a force account basis. At the end of each day, the Contractor's representatives and the Project Manager, shall compare records of the cost of work as ordered on a force account basis. Differences shall be immediately resolved and any unresolved difference shall be brought to the attention of the Project Manager by written notice from the Contractor within two working days of the occurrence.

I. Statements. No payment will be made for work performed on a force account basis until the Contractor furnishes the Project Manager duplicate itemized statements of the cost of such force account work detailed as to the following:

(1) Name, classification, date, daily hours, total hours, rate, and extension for such workmen. Contractor shall provide certified payrolls.

(2) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment. Contractor shall provide original receipted invoices.

(3) Quantities of materials, prices and extensions. Contractor shall provide original receipted invoices.

(4) Transportation of materials. Contractor shall provide original receipted invoices.

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 of 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 cost. Any request for payment under this Section should be submitted in the order outlined by the above.

The Contractor shall be responsible for all damages resulting from work done on a force-account basis, the same as if this work had been included in the original Contract.

Work performed without previous written order by the Project Manager will not be paid.

57. ALLOWANCES: Whenever an allowance is mentioned in the specifications, then the contractor shall include in his contract sum the entire amount of such specified allowances. The expenditure of these allowances shall be at the Director of Procurement’s direction. However, the allowance
expenditure is limited to items properly inferable from the title and description of the allowance. Unexpended balances shall be credited to the City. Compensation payable to the contractor for expenditure of allowances directed by the Director of Procurement shall be based on the cost to the contractor as shown by actual invoices or receipts, and no additional overhead or profit shall be payable to the contractor for such allowances.

58. PROGRESS PAYMENTS AND RETAINAGE

A. The Contractor shall submit a detailed application for payment on a monthly basis, preferable on an AIA G702 form. Such application for payment, notarized, if required, must be accompanied by supporting data and documents substantiating the Contractor’s right to payment and reflecting a five percent retainage.

B. Applications for payment shall not include payment for equipment or materials delivered to the site but not installed or for materials or equipment properly stored off-site unless specifically approved by the Project Manager. If such approval is granted, the Contractor must submit with the application for payment, bills of sale or other such documentation satisfactory to the City to establish the City’s title to such materials or equipment or otherwise to protect the City’s interest, including applicable insurance and transportation to the site for materials and equipment stored off site. Such approvals are typically reserved for “big ticket” items that individually would exceed five percent (5%) of the bid total. The Contractor shall promptly pay each subcontractor and supplier for work completed upon receipt of payment from the City the amount to which said subcontractor is entitled, reflecting any percentage retained from payments to the Contractor on account of each subcontractors work. The Contractor shall, by an appropriate agreement with each subcontractor, require each subcontractor to make prompt payments to his subcontractors in a similar manner.

C. The City shall be under no obligation to pay or to see to the payment of any moneys to any subcontractor except as may otherwise be required by law.

D. No Certificate of Payment or partial or entire use of the facility by the City shall constitute an acceptance of any work which is not in accordance with the Contract Documents.

E. Payments Withheld – The City may decline to certify payment or because of subsequently discovered evidence or observations, nullify the whole or any part of any Certification of Payment previously issued, as may be necessary to protect the City from loss because of: (1) defective work not remedied, (2) third party claim filed or evidence indicating probable filing of such claim, (3) failure of the Contractor to make payments properly to subcontractors or suppliers, (4) reasonable evidence that the work can not be completed for the unpaid balance of the contract sum, (5) reasonable evidence that the work will not be completed within the Contract time, (6) persistent failure to carry out the work.

59. FINAL PAYMENT REQUEST:

A. Upon reaching substantial completion, as defined by receipt of occupancy permit or when all related punch list items have been completed, whichever date is later, the Contractor may submit
a written Application for Final Payment. All supporting documentation and data shall be submitted with the Request for Final Payment as is applicable to the monthly Requests for Payment referenced heretofore.

B. Out of the amount representing the total of the final payment request the City shall deduct five (5%) percent, which shall be in addition to any and all other amounts which, under the Contract, it is entitled or required to retain and shall hold said sum for a period of one hundred and twenty (120) days after the date of acceptance of the work by the City.

C. Within thirty (30) days after the approval of the final payment request, the City will pay to the Contractor the amount remaining after deducting from the total amount of the final estimate all such sums as have hereto before been paid to the Contractor under the provision of the Contract and also such amounts as the City has or may be authorized under the Contract to reserve or retain.

D. Neither the final payment nor the remaining retainage shall become due until the Contractor submits to the Project Manager:
   1. An affidavit that all payrolls, bills for materials and equipment and other indebtedness connected with the work for which the City or his property might in any way be responsible, have been paid.
   2. Consent of surety to final payment, and
   3. If requested, data establishing payment or satisfaction of obligations, such as receipt, release and waivers of liens arising out of the Contract.;
   4. All punch list items are completed to the satisfaction of the Project Manager.

E. If any subcontractor refuses to furnish a release or waiver of liens required by the City, the Contractor may furnish a bond satisfactory to the City to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorney fees.

F. Acceptance by the Contractor of final payment shall operate as a release to the Mayor and Council and every officer and agent thereof, from all claims and liabilities to the Contractor for anything done or furnished or relating to the work under the contract.

60. RELEASE OF RETAINAGE: Upon the expiration of the aforesaid period of 120 days succeeding the date of acceptance, the City will pay to the Contractor all sums reserved or retained, less such amount as it may be empowered under the provisions of the Contract to retain.

61. GUARANTEES / WARRANTIES: All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Project Manager before final payment is made. The Contractor guarantees that the items conform to the contract documents.

62. GUARANTEE PERIOD
A. The Contractor shall warrant and guarantee the work required under this Contract for a period of 12 months from the date of Final Acceptance, with the exception of 5.16e and 5.16g (Forest and Tree Conservation Requirements), which has a five year warranty period from date of acceptance by the City. The Contractor warrants and guarantees to the City, that materials and equipment furnished under the Contract shall be of good quality and new unless otherwise required or permitted by the Contract Documents, that all work will be in accordance with the Contract Documents, and that all work will be of good quality, free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

B. The Contractor’s obligation to perform and complete the work in a workmanlike manner, free from faults and defects and in accordance with the Contract Documents shall be absolute. The Contractor shall remedy, at his own expense, and without additional cost to the Owner, all defects arising from either workmanship or materials, as determined by the City, or City’s representative. The obligations of the Contractor under this Paragraph shall not include normal wear and tear under normal usage.

C. If the Contractor does not, within 10 days after notification from the Project Manager, signify his intention in writing or in action to correct work, as described above, then the Project Manager may proceed with the work and charge the cost thereof to the account of the Contract as herein before provided.

D. Substantial Completion:

Sufficient completion of the project or the portion thereof to permit utilization of the project, or portion thereof for its intended purpose. Substantial completion requires not only that the work be sufficiently completed to permit utilization, but that the City can effectively utilize the substantially completed work. Determination of substantial completion is solely at the discretion of the City. Substantial completion does not mean complete in accordance with the contract nor shall substantial completion of all or any part of the project entitle the Contractor to acceptance under the contract.

E. At such time as the Contractor has completed the work and prior to requesting a final inspection, the Contractor shall make written request for an inspection for substantial completion. Such request shall be made no less than seven calendar days prior to the requested date of inspection. An inspection will be made by the City and a determination will be made as to whether or not the work is in fact substantially complete and a "punch list" will be developed. "Punch Lists" containing numerous items or items which may affect the intended use of the work will be considered cause to delay issuance of a document of Substantial Completion. Operation and Maintenance manuals shall be submitted and approved prior to issuance of any document of Substantial Completion.

63. TRANSFER OF TITLE: The Contractor warrants that title to all work, materials and equipment covered by the Application for Payment will pass to the City either by incorporation in construction or upon the receipt of payment by the Contractor, free and clear of all liens, claims, interests or
encumbrances, and that no work, materials, or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any person performing the work at the site or furnishing materials or equipment for the project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other persons.

64. **USE OF PREMISES:** Whenever, in the opinion of the Project Manager, any portion of the work is completed or is in an acceptable condition for use, it shall be used for the purpose it was intended, however, such use shall not be held as acceptance of that portion of the work, or as a waiver of any of the provisions of the Contract.

65. **DETERMINATION OF CITY’S LIABILITY:** The acceptance by the Contractor of the final payment made as aforesaid shall operate as and be a release to the City and every officer and agent thereof, from all claims by and liabilities to the Contractor for anything done or furnished for or relating to or affecting the work under the contract.

66. **NO LIMITATION OF LIABILITY:** The mention of any specific duty or liability of the Contractor in any part of the specification shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor.

68. **PUBLIC ACCESS:** The Contractor shall at all times conduct the work in such a manner as to insure the least obstruction to traffic practicable. The convenience and safety of the general public and the residents along the improvement shall be provided for in an adequate and satisfactory manner. Fire hydrants shall be kept accessible to fire apparatus at all times. Handicap access shall remain accessible.

69. **HAZARDOUS AND TOXIC SUBSTANCES:** Manufacturers and distributors are required by Federal “Hazard Communication” provision (29 CFR 1910.1200), and the Maryland “Access to Information About Hazardous and Toxic Substances” law to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The Contractor must comply with these laws and must provide the City with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of services or contemporaneous with the delivery of goods.

70. **MAINTENANCE OF VEHICULAR TRAFFIC:** Unless otherwise directed by the Project Manager, traffic must be maintained on all roadways within the construction area continuously or with the least amount of interruption during the construction period necessary to minimize accidents and accident severity and maintain safety while at the same time minimizing inconvenience to the traveling public and the Contractor. The Contractor shall follow the Traffic Control Specifications in Section V, Technical Specifications.

71. **PARKING, STORAGE AND STAGING AREAS:** Parking, storage and staging areas for the Contractor's use during the Project must have prior written approval of the Project Manager. All areas used for storage of equipment or material shall be restored to their original condition, immediately upon completion of the work. No additional compensation will be provided for restoring, re-grading, placement of topsoil, and seed and mulch in these areas.
72. **PEDESTRIAN TRAFFIC:** Pedestrians shall be safeguarded by the use of signs, lights, barricades, and barriers as shown on the traffic control plan and/or directed by the Project Manager. Pedestrian traffic shall be maintained at all times unless specifically authorized otherwise, in advance, by the Project Manager. The Contractor shall submit a pedestrian traffic safety plan in accordance with the MUTCD, incorporating safety measures and other provisions to fully implement the intent of this paragraph. All work and materials required to prepare and implement the pedestrian traffic safety plan shall be considered incidental to the contract and there shall be no special compensation paid for this item unless special pay items are included in the Price Proposal page. No additional compensation shall be paid for maintenance of vehicular and pedestrian traffic if for whatever reason the project time extends beyond the contract specified completion date or working days.

73. **HANDICAP ACCESS:** Where handicap access exists within the line of work under this contract it will be the contractor’s responsibility to maintain said access during the life of this contract. This service is considered to be incidental to this contract and no special compensation will be paid for this service unless provided on the Price Proposal page.

74. **TOILET FACILITIES** Toilet facilities meeting MOSHA standards shall be provided at the job site. The City will not pay for this element.

75. **STAKEOUT-CONSTRUCTION CONTROL:** Construction stakeout shall be as specified in Section V, Technical Specifications.

76. **BURNING DEBRIS IS PROHIBITED:** Under no circumstance will any open fires be permitted within the City of Rockville. All debris will be removed and hauled from site (except when otherwise specifically authorized in the bid document) and disposed in accordance with Local, State and Federal laws in effect at the disposal site. No special compensation will be paid as all costs for off-site disposal shall be included in the applicable bid prices and considered incidental to the contract.

77. **CLEAN UP:**

In addition to any provisions regarding clean up in the bid document, clean up, including the restoration of areas of construction, shall proceed as quickly as is practicable. The period between construction and final clean up shall normally not exceed one week. If at any time during the course of the work the cleaning operation in any given area becomes delinquent in the opinion of the Project Manager he may order that construction be stopped until such cleaning is completed. Any such order shall not extend the Final Completion date under this contract. Unless otherwise indicated, all materials razed, demolished, or otherwise removed from the work site shall become the property of the Contractor and shall be disposed of legally and properly off site at his expense.

A. Upon Final Completion of the work and before acceptance and final payment shall be made, the Contractor shall clean and remove from the street, footways, lawns, and adjacent property, all surplus and discarded materials, rubbish and temporary structures, restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall leave the work area in a neat and presentable condition throughout the entire length of the project under contract.

B. If the Contractor fails to clean up at Final Completion of the work, the City may do so and the cost thereof shall be charged to the Contractor.***END OF SECTION VII***
SECTION VIII – BID SUBMITTAL INSTRUCTIONS

8.1 **Required Submittals:**

A. To be considered for award, the following submittals must be included with your bid proposal at the time it is accepted by the Procurement Division.

B. Your bid proposal package should include an original and two exact copies of the following.

C. The City may reject as non-responsive any bid proposal that does not include ALL of the following:

8.2 **Bid Proposal Form (Original + 2 Copies):**

Complete the Bid Proposal Form. You must include a unit price for each priced item. Extend the unit price by the quantity and write the number in the appropriate space. Complete all other spaces.

8.3 **Affidavit (Original Only):**

Complete and return one original of the following Affidavit with your Bid Proposal Form. Only the original shall be attached with the original Bid Proposal Form.

**AFFIDAVIT OF QUALIFICATION TO CONTRACT WITH A PUBLIC BODY**

**NON—COLLUSION AFFIDAVIT**

8.4 **Bidder Questionnaire (Original + 2 Copies):**

Complete ALL sections of the Bidder Questionnaire and include the original and two exact copies with the Bid Proposal Form.

8.5 **Subcontracting Plan (Original + 2 Copies):**

If you will subcontract ANY work, except the purchase of materials and equipment, submit the original and two exact copies with your Bid Proposal Form

the following MINIMUM information:

1) A description of the services / work to be subcontracted with estimated cost and/or percentage of total bid price; and

2) The subcontractor’s organization name, project manager’s name, address, office telephone number, cell telephone number, email address, and Twitter account if available; and

3) Confirmation of the sub-contractor’s ability to meet the project schedule; and
8.6 Project Risk Management Plan (Original + 2 Copies):
   A. Identify and describe each risk factor associated with this project.
   B. Identify and describe each risk factor associated with your bid proposal that may affect the successful outcome of this project. For each identified risk factor, identify those activities that you can undertake to reduce, mitigate or eliminate the risk. Identify the associated responsibilities.
   C. If there are activities that the City can take to reduce or mitigate the identified risks, identify those activities and the expected impacts on the risk.

8.7 Exceptions (Original + 2 Copies):
   A. List and describe in detail any exception that you, as the Bidder, take concerning any requirement or item set forth in this IFB, specifications, or plans.
   B. Unless noted as an exception, the Bidder will be held responsible for providing each component or standard called for in the specifications and contract documents.

8.8 References (Original + 2 Copies):
   A. Using the format provided on the BIDDER REFERENCE FORM, submit at least five current references that can confirm your capacities and abilities to successfully complete this project with the required time.
   B. Using the format provided on the SUBCONTRACTOR REFERENCE FORM, for EACH proposed subcontractor submit at least three current references that can confirm the subcontractor’s capacities and abilities to successfully complete its portion of the project with the required time.

***END OF SECTION VIII***
CITY OF ROCKVILLE
ROCKVILLE, MARYLAND
BID PROPOSAL FORMS

INVITATION FOR BID # 06-17

F. Scott Fitzgerald Theater
Roof Beam Reinforcement

THESE FORMS MUST BE COMPLETED, SIGNED AND
SUBMITTED: ONE ORIGINAL AND TWO COPIES

In response to the advertisement by the City of Rockville inviting bids for the work and in conformance with the bid document on file in the Procurement Division of the City of Rockville, we hereby certify that we are the only person, or persons interested in this bid proposal as principals, and that an examination has been made of the work site, the specifications, the plans and the bid documents. We propose to furnish all necessary machinery, materials, equipment, tools, labor and other means of construction required to complete the project. Bidders must bid all items.
THESE FORMS MUST BE COMPLETED, SIGNED AND RETURNED ONE ORIGINAL AND TWO COPIES.
IN ACCORDANCE WITH ALL TERMS, SPECIFICATIONS AND REQUIREMENTS, WE PROPOSE TO FURNISH ALL
LABOR, EQUIPMENT, MATERIALS AND SERVICES AND THE PERFORMANCE OF ALL WORK NECESSARY TO
COMPLETE THE F. SCOTT FITZGERALD THEATER ROOF BEAM REINFORCEMENT. BIDDERS MUST BID ALL
ITEMS.

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<th>DIVISION</th>
<th>DESCRIPTION</th>
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<tr>
<td>1</td>
<td>GENERAL REQUIREMENTS</td>
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<td>• Welding Inspection</td>
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<td>2</td>
<td>EXISTING CONDITIONS</td>
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<td>• Misc protection and material for ceiling access</td>
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<td>5</td>
<td>METALS</td>
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<td></td>
<td>• Joist reinforcement</td>
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<td>• Cleaning and welding rods to existing beams or trusses</td>
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<td>• Remove and reinstall bridging (2 sets)</td>
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<td>• Joist panel point reinforcement including welding</td>
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<td>• Lighting rig support framing</td>
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<td>8</td>
<td>DOORS AND WINDOWS</td>
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<td></td>
<td>• Ceiling Access Door</td>
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<td>DIVISION</td>
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<td>9</td>
<td>FINISHES</td>
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<td></td>
<td>• Remove plaster and wire lath ceiling (09.05.05.10.1100)</td>
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<td>• Remove plaster and wire lath ceiling (height premium)</td>
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<td>• Plaster 3 coats, 1-inch thick, float finish, with mesh</td>
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<td>• Cold rolled steel framing 3/4-inch (09.22.36.83)</td>
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<td>• Cold rolled steel framing 1.5-inch (09.22.36.83)</td>
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<td>• Paint – three coats-roller</td>
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<td>11</td>
<td>EQUIPMENT</td>
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<td>• Scaffolding, two sets (01.54.23.70)</td>
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<td>GRAND TOTAL (Divisions 1+2+5+8+9+11)</td>
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**GRAND TOTAL IN WORDS:** __________________________

_________________________________________________________

($ __________________

All elements of the project shall be completed in two phases:
Phase I: The duration of all of these tasks shall not exceed 30 days from the Notice to Proceed.
Phase II: Mid-December 2016 through Mid-January 2017.
All work to be completed in full by January 23, 2017.

Confirm your firm’s ability to meet the above delivery schedule. ______ YES ______ NO

Firm Fixed Price valid for ____________________ days [minimum 90 days]

By submitting this offer I acknowledge receipt of and incorporation into this offer of the following Addenda (check each applicable box):
Addendum #1____, Addendum #2,____ Addendum # 3,____ Addendum #4,_____

The City of Rockville reserves the right to reject any or all bids, offer or proposals, to waive informalities, and to accept all or any part of any bid, offer proposal as they may deem to be in the best interest of the City of Rockville.
I hereby certify that I have read and understand the requirements of this Invitation for Bid # 06-17 and, that I as the bidder, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this Bid. Company __________________________________________________________________________

Per_____________________________________________________________________________(print name)

Signature __________________________________________________________________________

Address __________________________________________________________________________

City ____________________________ State ______ ZIP _________________

Telephone _______________________ Fax _____________ Cell _______________

E-Mail Address __________________________________

DUNS _________________________________________

Employers’ Identification Number ________________

B
I
D
P
**Instruction for Signature on Bid Proposal**

The bid, if submitted by an individual, shall be signed by an individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation the same shall be signed by the President and attested by the Secretary or an Assistant Secretary. If not signed by the President as aforesaid, there must be attached a copy of that portion of the By-Laws, or a copy of a Board resolution, duly certified by the Secretary, showing the authority of the person so signing on behalf of the corporation. In lieu thereof, the corporation may file such evidence with the Administration, duly certified by the Secretary, together with a list of the names of those officers having authority to execute documents on behalf of the corporation, duly certified by the Secretary, which listing shall remain in full force and effect until such time as the Administration is advised in writing to the contrary. In any case where a bid is signed by an Attorney in Fact the same must be accompanied by a copy of the appointing document, duly certified.

**IF AN INDIVIDUAL:**

NAME: ________________________________________________

__________________________ Street and/or P.O. Box

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<tr>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
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__________________________ Signature __________________________

__________________________ (SEAL) __________________________

__________________________ Date __________________________

__________________________ Print Signature __________________________

WITNESS: ________________________________________________

__________________________ Signature __________________________

__________________________ Print Signature __________________________

**IF A PARTNERSHIP:**

NAME OF PARTNERSHIP: ________________________________________________

__________________________ Street and/or P.O. Box __________________________

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<tr>
<th>City</th>
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<th>Zip Code</th>
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__________________________ BY: (SEAL) __________________________

__________________________ Member Signature __________________________

__________________________ Date __________________________

__________________________ Print Signature __________________________

TITLE: __________________________ WITNESS: __________________________

__________________________ Signature __________________________

__________________________ Print Signature __________________________
IF A CORPORATION:

NAME OF CORPORATION: ______________________________________________________

______________________________________________________________
Street and/or P.O. Box

________________________________________   __________________________
City                        State             Zip Code               Fed ID

STATE OF INCORPORATION: ________________________________________________

BY: ____________________________________________ (SEAL) ______________
Signature                     Date

______________________________________________________________
Print Signature

TITLE: ________________________  WITNESS: __________________________
Secretary’s Signature

______________________________________________________________
Print Signature

CONTACT FOR ADMINISTRATION

NAME: ________________________________________________________________

PHONE: ________________________  FAX: ________________________________

E-MAIL ADDRESS: ______________________________________________________

EMERGENCY SERVICE (24hr.) PHONE: ________________________________

REMITTANCE ADDRESS (if different than above)

______________________________________________________________
Street and/or P.O. Box

________________________________________   __________________________
City                        State             Zip Code

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AFFIDAVIT

I hereby affirm that:

I am the ___________________________ and the duly authorized representative of the firm of ___________________________, 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.

I further affirm:

1. I have not directly or indirectly, by agreement or collusion or communication or conference with any other bidder, or in any manner, attempted to obtain, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or any other bidder, or to fix any overhead, profit or cost element of the bid price or any other bidder, or to fix any overhead, profit or cost element of the bid price or any other bidder.

2. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in 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 the submission of bids or proposals for a public or private contract.

3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

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

Signature and Title_________________________________________ Date_____________________________
BIDDER'S QUESTIONNAIRE

In order to be considered for award the Bidder must complete this questionnaire in its entirety and submit it with the bid. The bidder must answer all questions. If additional space is required, attach continuation sheets and clearly indicate the question being answered. The City reserves the right to verify any information contained within this report and to request additional information or clarification. The City reserves the right to reject the bid of a bidder who has previously failed to perform properly or to complete in a timely manner contracts of a similar nature, or if investigation shows the bidder unable to perform the requirements of the Contract or if the bidder fails to complete and submit the Bidder’s Questionnaire in its entirety. If additional sheets are necessary please attach to this form and reference the applicable number.

Submitted by (name and title)

Signature of Authorized Representative:

Name of Firm:

Address:

City State ZIP

Organized under the laws of State of:

DUNS #

1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor?

1.2 How many years has your organization been in business under its present business name?

1.3 Under what other or former names has your organization operated?

1.4 If your organization is a corporation, answer the following: Date of incorporation:

   State of incorporation: President's name:

   Vice-president's name(s):

   Secretary's name: Treasurer's name:
1.5 If your organization is a partnership, answer the following: Date of organization:

Type of partnership (if applicable): Name(s)

of general partner(s):

1.6 If your organization is individually owned, answer the following: Date of organization:

Name of owner:

1.7 If the form of your organization is other than those listed above, describe it and name the principals:

2. LICENSING

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

3. EXPERIENCE

3.1 List the categories of work that your organization normally performs with its own forces.

3.2 Has your organization ever failed to complete any work awarded to it? If yes, please provide details on a separate sheet.

3.3 Are there any judgment, claims, arbitration, proceedings or suits pending or outstanding against your organization or its officers? If yes, please provide details.

3.4 Within the past five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? If yes, please provide details.

3.5 Within the last two years, has any owner of any project threatened to impose or imposed liquidated damages against your organization? If yes, provide details.

3.6 Within the last two years, has your organization constructed any projects where the date of substantial completion was more than 30 days after the contract completion date as determined by the contract and any changes orders? If yes, provide details.

3.7 Within the last 2 years, has your organization constructed any projects where the change orders exceeded 10% of the contract price? If yes, provide details.

3.8 State the total worth of work in progress and under contract:

3.9 State the average annual amount of construction work performed during the past five years:
4. FINANCIAL

4.1 State that you will provide a copy of your firm’s audited financial statements for the past two (2) years, if requested, by the City of Rockville.

4.2 Is your firm currently for sale or involved in any transaction to expend or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

4.3 Is your firm currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

5 SAFETY

5.1 Has your organization been cited by OSHA (or State equivalent) in the past five years? If so, provide a copy of the citation(s).

5.2 Has your organization experienced a work-related fatality in the past 10 years? If so, please provide details.

5.3 Provide copies of the last 3-years OSHA Form 300A or OSHA 300 Log. Please omit any personally identifiable or confidential information.

5.4 Provide a copy of your current Workers’ Compensation Experience Rating from the NCCI.

5.5 Does your organization have a written safety program?

5.5.1 Describe the safety training programs offered to all employees on the elements of the safety program.

5.6.2 When was the last year the written safety program was audited or updated?

5.6.3 Provide an overview of the elements of your written safety program (i.e., table of contents). (This may be returned to non-awarded bidders.)

5.7 Does your organization hire subcontractors?

5.7.1 Does your organization conduct pre-contractor qualification of these subcontractors specifically focusing on their safety performance?

5.7.2 Describe how your organization manages the safety performance of subcontractors on the jobsite.

5.7.3 Does your organization have a written policy addressing subcontractor’s responsibility for complying with OSHA regulations on jobsites? (i.e., OSHA’s multi-employer citation policy).

CERTIFICATION

The above statements are certified to be true and accurate.

BY: ________________________________  ________________________________

Signature  Date

____________________________________________

Print Signature/Title
BIDDER REFERENCE FORM

Indicate below a listing of three recent projects completed by your firm that can substantiate past work performance and experience in the type of work required for this contract. The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request.

1. Company Name ____________________________________________________________
   Address: __________________________________________________________________
   Contact Person: ___________________  Current phone #: ________________________
   Email Address: ____________________
   Contract Amount: __________________  Name of your project supervisor: __________
   Scheduled completion date: ________  Percent complete: ________________________
   Percent of work by own forces: ________  Actual completion date: ______________
   Description of Work Performed: ______________________________________________

2. Company Name ____________________________________________________________
   Address: __________________________________________________________________
   Contact Person: ___________________  Current phone #: ________________________
   Email Address: ____________________
   Contract Amount: __________________  Name of your project supervisor: __________
   Scheduled completion date: ________  Percent complete: ________________________
   Percent of work by own forces: ________  Actual completion date: ______________
   Description of Work Performed: ______________________________________________

3. Company Name ____________________________________________________________
   Address: __________________________________________________________________
   Contact Person: ___________________  Current phone #: ________________________
   Email Address: ____________________
   Contract Amount: __________________  Name of your project supervisor: __________
   Scheduled completion date: ________  Percent complete: ________________________
   Percent of work by own forces: ________  Actual completion date: ______________
   Description of Work Performed: ______________________________________________
SUB-CONTRACTOR REFERENCE FORM
(submit a separate reference form for each proposed subcontractor)

The City of Rockville reserves the right to reject bids from any firm not meeting the minimum qualifications. Furnish a representative list of three (3) projects.

SUBCONTRACTOR’S NAME: ____________________________________________

ADDRESS: ____________________________________________________________

TELEPHONE: __________________________________________________________

CONTACT NAME: _______________________________________________________ 

DESCRIPTION OF ITEM(S) TO BE SUBCONTRACTED: ________________

1. Firm Name__________________________________________________________ Address:

Contact Person:_________________________ Current phone #:__________________ Email

Address:______________________________

Contract Amount:_______________________ Name of your project supervisor:____ Scheduled

completion date:_______________________ Percent complete: ________________

Description:__________________________________________________________

2. Firm Name__________________________________________________________ Address:

Contact Person:_________________________ Current phone #:__________________ Email

Address:______________________________

Contract Amount:_______________________ Name of your project supervisor:____ Scheduled

completion date:_______________________ Percent complete: ________________

Description:________________________________________________________

3. Firm Name__________________________________________________________ Address:

Contact Person:_________________________ Current phone #:__________________ Email

Address:______________________________

Contract Amount ______________________ Name of your project supervisor:____ Scheduled

completion date:_______________________ Percent complete: ________________

Description:________________________________________________________

F. SCOTT FITZGERALD THEATER
ROOF BEAM REINFORCEMENT

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SAMPLE
CONTRACT
For Machinery, Supplies, and/or Services

STANDARD FORM OF AGREEMENT BETWEEN THE CITY OF ROCKVILLE
AND SUPPLIER OR CONTRACTOR

This Agreement, made this ______ day of ______, 20_____, by and between
THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND, hereinafter referred to as the "COUNCIL" and

(A)______________________________________________________________________________________________

hereinafter referred to as the "CONTRACTOR".

WITNESSETH, that the CONTRACTOR and the COUNCIL for the consideration hereinafter named, agree as follows:

ARTICLE 1. The COUNCIL agrees to pay the CONTRACTOR for the performance of the contract the sum of_______________________________________________________________dollars($__________________)  

ARTICLE 2. The CONTRACTOR agrees to furnish performance and payment bonds in such form as shall be acceptable to the COUNCIL, where required in the invitation for bid or the request for quotation, or where required by Maryland Law.

ARTICLE 3. The CONTRACTOR agrees to furnish all of the machines, equipment, material, and/or labor
Described in the specifications entitled________________________________________________________________

ARTICLE 4. The COUNCIL may make any alterations, deviations, additions or omissions from the aforesaid specifications, which it may deem proper, without affecting or making void this contract; and in such cases the COUNCIL shall value or appraise such alterations and recommend the amount added to or deducted from the amount herein agreed to be paid to the CONTRACTOR for the excess or deficiency occasioned by such alterations. In case any alterations or deviations are made, such further time may be allowed for completion of the work, caused by such alterations or deviations as the purchasing agent or an appropriate department head of the City of Rockville shall decide to be reasonable.

ARTICLE 5. If the CONTRACTOR shall be adjudged bankrupt or if he shall make a general assignment for the benefit of his creditors, or if a Receiver shall be appointed on account of his insolvency, or if he shall persistently or repeatedly refuse or shall fail, except in case where extension of time is provided, to supply enough properly skilled workmen or proper materials or if he should fail to make prompt payment to subcontractors for materials or labor, or disregard law, ordinances or the instructions of the COUNCIL or otherwise be guilty of substantial violation of any provision of this Agreement, then the COUNCIL may, without prejudice to any other right or remedy, and after giving the CONTRACTOR reasonable notice, terminate the employment of the CONTRACTOR and take possession of the machines, equipment and material already delivered or in process of delivery.

ARTICLE 6. The CONTRACTOR and the COUNCIL agree that this Agreement, the Invitation for Bid or the request for quotation and all of the specifications therewith and all modifications thereof constitute the Contract, and that they are fully a part of the Contract as if hereto attached or herein repeated and that for themselves and each of them, their successors, personal representatives and assigns hereby agree to the performance of the covenants herein contained.

NOTE (A): The CONTRACTOR shall enter the exact name of the business. An individual trading as a company shall enter: John Doe t/a Masonry Company.

ARTICLE 7. The CONTRACTOR, with the execution of this Contract, makes assurance that all materials necessary for the completion of this project are now available to him or will be available so as not to cause delay in the time specified for completion, nor will there be any further expense to the COUNCIL by reason of any special expense imposed by his supplier or fabricator after this Contract is executed.

ARTICLE 8. The CONTRACTOR at all times shall observe and comply with all Federal and State Laws and local laws, ordinances and regulations in any manner affecting the conduct of the work; and all such other orders or decrees as exist at present and those which may be enacted later, of bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the Mayor and Council and all of its officers, agents, and
servants against any claim or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders or decrees whether by himself or his employees.

The CONTRACTOR shall indemnify and save harmless the Mayor and Council of Rockville, Maryland, and all its officers, agents and servants from all suits, actions and damages and costs, of every name and description to which the COUNCIL may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on the part of the CONTRACTOR, his servants or agents or to other cause.

IN WITNESS WHEREOF, the said (A) __________________________________________________________and the COUNCIL have caused these presents to be signed and sealed.

For Corporations.

Corporation: __________________________________________________________
*By: ______________________________________________ (Seal)

(Witness: __________________________)

(Should be secretary or Asst. secretary.)

*Corporate seal must be impressed through name of person signing for corporation.

For individuals or partnerships.

Name: __________________________________________________________ (Seal)

(Witness: __________________________)

(MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND)

By ____________________________________________ (Seal)

City Manager

ATTEST:

________________________________________

City Clerk

Approved as to form and legality

________________________________________

City Attorney

NOTE (A): The CONTRACTOR shall enter the exact name of the business. An individual trading as a company shall enter: John Doe t/a Doe Masonry Company.
APPENDIX A

MONTGOMERY COUNTY NOISE ORDINANCE
Notice to Contractors

The Montgomery County Council recently enacted a comprehensive revision to the County Noise Control Ordinance (Chapter 31B, Montgomery County Code), including changes to the provisions concerning noise from construction activities.

GENERAL ORDINANCE STANDARDS
(Non-construction related)

Maximum allowable sound levels, measured at the nearest receiving property line, are 65 dBA (A-weighted decibels) during daytime hours and 55 dBA during nighttime hours, for residential receiving properties (67 dBA daytime and 62 dBA nighttime for non-residential receiving property). Mixed Use Zones are considered residential.

- "Daytime" means from 7 a.m. to 9 p.m. weekdays and 9 a.m. to 9 p.m. weekends and holidays.
- "Nighttime" means from 9 p.m. to 7 a.m. weekdays and 9 p.m. to 9 a.m. weekends and holidays.
- "Receiving Property" means any property where people live or work and where noise is heard.

CONSTRUCTION EXEMPTION AND STANDARDS

"Construction" means temporary activities directly associated with site preparation, assembly, erection, repair, alteration, or demolition of structures or roadways. Construction Noise levels must be measured on a receiving property, but no closer than 50' from the noise source.

From 7 a.m. to 5 p.m. Weekdays, Construction Noise Levels must not exceed:
- 75 dBA without a "Noise Suppression Plan".
- 85 dBA with a "Noise Suppression Plan".

"Noise Suppression Plan" means a written plan to use the most effective noise suppression equipment, materials, and methods appropriate and reasonably available for a particular type of construction.

At all times other than 7 a.m. to 5 p.m. weekdays, the general standards specified above must be met.

For example: Assuming a residential or mixed-use receiving property, construction noise levels from 5 p.m. to 9 p.m. weekdays and from 9 a.m. to 9 p.m. weekends and holidays must not exceed 65 dBA. From 9 p.m. to 7 a.m. weekdays and 9 a.m. on weekends and holidays, the standard is 55 dBA (this is unchanged from the previous ordinance).

Construction activities are also subject to the "Noise Disturbance" provisions of the Ordinance. Examples of Noise Disturbances are delivering materials or equipment, or loading or unloading in a residential area, or operating construction equipment with audible back-up warning devices during Nighttime Hours.
APPENDIX A - continued

Summary - Construction Noise

Measured at nearest receiving property, but no closer than 50' from the noise source.

Weekdays (Monday - Friday), 7 a.m. to 5 p.m.

Without Suppression Plan: **75 dBA**

With Suppression Plan: **85 dBA**

5 p.m. to 9 p.m.: **65 dBA**

9 p.m. to 7 a.m.: **55 dBA**

Saturday, Sunday, Holidays

9 a.m. to 9 p.m.: **65 dBA**

9 p.m. to 9 a.m.: **55 dBA**

In the majority of circumstances in the County, the Receiving Property will be considered residential. In cases where the nearest receiving properties are non-residential, the standards will be 67 dBA/Daytime and 62 dBA/Nighttime, except from 7 a.m. to 5 p.m. weekdays, when the higher construction exemption prevails.

While a Noise Disturbance, as defined by the Ordinance, could conceivably occur at any time, it is most likely to happen during the Nighttime Hours. The most common complaint involves back-up beepers, and can be avoided by employing lawful alternatives to audible devices.

The Department of Environmental Protection is currently developing Regulations for Noise Suppression Plans, as required by the revised Ordinance. In general, such plans will involve equipment selection and maintenance, scheduling and reasonable care in planning and conducting operations. Often, noise suppression measures can be fabricated on-site using materials at hand.

As a point of reference, two persons, speaking in normal tones of voice at a distance of three feet, will generate about 63 dBA between them. Therefore, normal, fully intelligible conversation would be possible at the receiving property line of a site generating 65 dBA or less. By comparison, for normal, intelligible speech at a distance of about ten feet between speakers, the background sound would have to be 55 dBA or less.

Most equipment manufacturers, and especially those who produce or market in Europe or Asia, will have detailed noise performance specifications for their products. Many also provide silencing packages, both design and retrofit.

Copies of the revised Ordinance will be mailed upon request. If there are any questions or comments, please do not hesitate to contact the Office of Environmental Policy and Compliance at 240-777-7770.