Invitation for Bid #03-18
ASPHALT – CONCRETE WORK

Bids Due by 2:00 P.M., Wednesday, October 11, 2017

Issued By:

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

A 5% Bid Bond is required for this Invitation for Bid (see Item 1.8)

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

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.
# Table of Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Contents</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Project and General Submittal Information Summary</td>
</tr>
<tr>
<td>II</td>
<td>Contractual Terms &amp; Conditions with Insurance</td>
</tr>
<tr>
<td>III</td>
<td>Contact Overview and General Conditions</td>
</tr>
<tr>
<td>IV</td>
<td>Technical Specifications</td>
</tr>
<tr>
<td>V</td>
<td>Montgomery County Noise Ordinance</td>
</tr>
<tr>
<td>VI</td>
<td>Bid Proposal Forms</td>
</tr>
<tr>
<td></td>
<td>A. Bid Proposal Pages (Site Work and Unit Pricing)</td>
</tr>
<tr>
<td></td>
<td>B. Affidavit</td>
</tr>
<tr>
<td></td>
<td>C. Contractor’s Information Report</td>
</tr>
<tr>
<td></td>
<td>D. References</td>
</tr>
<tr>
<td>SAMPLES</td>
<td>Contract, Performance Bond, Payment Bond</td>
</tr>
<tr>
<td>EXHIBIT A</td>
<td>Specific Site Work – FY18</td>
</tr>
<tr>
<td>EXHIBIT A1</td>
<td>Specific Site Work – FY19</td>
</tr>
<tr>
<td>EXHIBIT B</td>
<td>Engineer Drawings and Product Cut Sheets</td>
</tr>
</tbody>
</table>
SECTION I: PROJECT AND GENERAL SUBMITTAL INFORMATION SUMMARY

1.1 Sealed bids addressed to the City of Rockville, Maryland for ASPHALT – CONCRETE WORK will be received at the Procurement Division, Rockville City Hall, 111 Maryland Avenue, 2nd floor Rockville, Maryland 20850 until WEDNESDAY, October 11, 2017 at 2:00 PM (ET).

1.2 The bidder assumes full responsibility for the timely delivery of a bid to the designated location. Bids delivered to any other office or location will not be considered. All bids will be publicly opened after the time set for receipt of bids and read aloud in the Mayor and Council Chambers at the same address.

1.3 SCOPE OF WORK
The City of Rockville, Department of Recreation and Parks –Administration desires to have contractors available to perform Specific Site Work on asphalt and concrete related to known projects at various City locations as listed on Bid Proposal Form Pages 36-43 of this Invitation for Bid. The City also desires to have contractors available on an as needed, as required basis to perform Unit Pricing Work, as listed on Bid Proposal Form Pages 44-48 of this Invitation for Bid.

1.4 PRE-BID MEETING
A pre-bid meeting and site survey is scheduled for Tuesday, September 19, 2017 at 10 AM (ET) at City Hall, 111 Maryland Avenue, Rockville, MD 20850, in the Mayor and Council Chambers. Vendors are highly encouraged to attend the meeting. Failure to attend the meeting may result in a significant decrease in understanding the scope of work. Any questions, please e-mail Pat Ryan at pryan@rockvillemd.gov.

1.5 DEADLINE FOR QUESTIONS
Prospective bidders are requested to submit any questions no later than: 5PM Friday, September 29, 2017, to Pat Ryan, Principal Buyer, via e-mail at pryan@rockvillemd.gov.
1.6 ADDENDUM
Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City.

To ensure fair consideration for all offerors, any interpretation made to prospective offerors 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 offeror. Such addendums, if issued, will be posted at the address listed below:

http://rockvillemd.gov/business/bids.htm#bids

Please note, that it is the respondents responsibility to check this site frequently for Addendums, which may impact pricing, this document’s requirements, terms and/or conditions. Failure to sign and return an Addendum with your response may result in disqualification of proposal.

1.7 AWARD
Award will be made to the one (1) or two (2) lowest responsive and responsible bidders, based on Grand Total of work (site totals plus unit price total). The City reserves the right to award by individual commodities/services, group, all or none or any combination thereof. When a group is specified, all items in the group must be bid.

Bidders must comply with all provisions of the Invitation for Bid, and award to be made provided the bid prices are reasonable and in the best interest of the City. The City reserves the right to award to fewer than two (2) bidders if deemed to be in its best interest.

1.8 BID BOND
A bid bond in the amount of 5% of the total bid amount for FY18 (called “SITE TOTAL A, bottom of page 39 of 63) must be submitted with the bid.

1.9 PERFORMANCE & PAYMENT BONDS
The successful bidder will be required to submit Performance and Payment Bonds in the amount of 100% of the awarded contract amount (The awarded contract amount may range from $100,000 to $500,000).

1.10 AGREEMENT
The bidder(s) recommended for award will be required to complete a two-party standard form of agreement (sample attached).

1.11 SUBMISSION OF BID
All bids must be sealed and labeled on the outside of a sealed container to show the following:

ASPHALT – CONCRETE WORK
Name and address of Offeror
“Bid Number IFB #03-18”
Closing Date Wednesday, October 11, 2017 at 2PM
All bids are to be addressed and delivered by the date and time specified on the cover to:
Pat Ryan, Principal Buyer
Procurement Division, 2nd floor
City of Rockville
111 Maryland Avenue
Rockville, Maryland 20850

1.12 NOTICE TO BIDDERS
"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."

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

1.14 QUALIFICATION TO CONTRACT WITH PUBLIC BODY
Bidders must be qualified to bid in the State 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.

1.15 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.
SECTION II GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS - CONSTRUCTION 1/2017

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. PRE-BID MEETING A pre-bid meeting may be held for the purpose of describing the project and for answering any questions prospective bidders may have. If applicable, time and date will be shown on the bid announcement page.

3. SUBMISSION OF BID All bids are to be submitted in a sealed envelope to the Purchasing Office, 111 Maryland Avenue, Rockville, MD 20850. Envelope shall be clearly marked with the invitation for bid number. The following forms must be submitted:
   - Bid proposal page(s) in duplicate
   - Non-collusion/non-conviction affidavit
   - Bid Bond
   - Reference sheet
   - Other forms as required in the bid document.

   The bid proposal form must be typed or written in ink. Conditional bids and bids containing escalator clauses will not be accepted. All bids must be regular in every respect and no interlineation, exclusions, or special conditions shall be made or included. Bids must contain an original signature, in the space provided, of an individual authorized to bind the bidder.

4. LATE BIDS It is the bidder’s responsibility to assure delivery of the bid at the proper time to the designated location. Bids delivered to any other office or location will not be considered. All bids will be publicly opened after the time set for receipt of bids and read aloud. Bidders may attend bid openings.

5. ADDENDUM In the event that any addenda to this solicitation are issued, all solicitation terms and conditions will retain in effect unless they are specifically changed in the addendum. It is the responsibility of the bidder to make inquiry as to addenda issued. Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City.

   Such addendums, if issued, will posted at: http://rockvillemd.gov/business/bids.htm

   Such addendums, if issued, will posted at: http://rockvillemd.gov/business/bids.htm#bids

   Please note, that it is the bidder’s responsibility to check this site frequently for Addendums, which may impact pricing, this document’s requirements, terms and/or conditions. Failure to acknowledge an addendum on the bid proposal form or to sign and return an Addendum with your response may result in disqualification of proposal.

6. BID OPENING All bids received in response to an Invitation for Bid will be opened at the date, time and place specified and publicly read. A tabulation of bids received are posted on the City’s website: http://www.rockvillemd.gov/business/bids.htm

7. ACCEPTANCE OF BIDS The City will accept or reject any or all bids or any or all items within ninety (90) days after the date of bid opening. Bids may not be withdrawn during that period.

8. BID WITHDRAWAL Bids may be withdrawn or modified upon receipt of written request received before the time specified for bid opening. Requests received after bid opening will not be considered.

9. BID AWARD Award will be made to lowest responsive and responsible bidder complying with all provisions of the Invitation for Bid, provided the price is reasonable and in the best interest of the City to accept. The City reserves the right to award by individual commodities/services, group, all or none or any combination thereof. When a group is specified, all items in the group must be bid.

   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.

10. ELECTRONIC PAYMENT OPTION

The Vendor ACH Payment Program of the City allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. All transactions are conducted in a secure environment. The program is totally free as part of the Finance Department’s efforts to improve customer services. Program information and registration can be viewed at the following web address: http://www.rockvillemd.gov/business/payment

11. SENSITIVE DOCUMENTS

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.

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

12. DOCUMENTS, MATERIALS AND DATA

All documents materials or data developed as a result of this contract are the City’s property. The City has the right to use and reproduce any documents, materials and data, including confidential information, used in the performance of, or developed as a result of this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right to use all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials and data prepared or developed by the contractor or supplied by the City.

13. 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.

14. 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.

15. PRICES

Bids must be submitted on a firm, fixed price, F.O.B. destination basis only unless otherwise specified herein.

16. PROMPT PAYMENT DISCOUNTS

All discounts other than prompt payment are to be included in the bid price. Prompt payment discounts will be considered in the evaluation of your bid if the discount on payment is not conditioned on payment being made in less than ten (10) days from receipt of invoice.
17. **BIDDER’S PAYMENT TERMS** The City will reject as non-responsive a bid under this solicitation, which is conditioned on payment of proper invoices in less than thirty (30) days. However, this does not preclude a bidder from offering a prompt payment discount for payment of proper invoices in less than thirty (30) days.

18. **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.

19. **QUALIFICATION OF THE BIDDER** The City shall have the right to take such steps as it deems necessary to determine the responsibility of the bidder to perform the obligations under the contract and the bidder shall furnish to the City all such information for this purpose as the City may request. The right is reserved to reject any bid where an investigation of available information does not satisfy the City that the bidder is qualified to carry out the terms of the contract.

20. **PLACING OF ORDERS** Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card – currently Mastercard) executed by the Purchasing Agent or designee. Where Master Agreements have been released by the City, orders may be placed directly with the Contractor by authorized personnel in the ordering Department(s). Issuance of all purchase orders will be contingent upon appropriation of funds by the Mayor and Council and encumbrance of such funds after July 1st of each year, as provided by the City Code.

21. **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.

22. **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.

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

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.

24. **BID BOND** Bids must be accompanied by a certified check or bid bond for five percent (5%) of the total amount of the bid, made payable to the Mayor and Council of Rockville. AIA Bond forms are acceptable. Bonds must be issued by a surety licensed to do business in the State of Maryland. Bid bonds will not be returned.

25. **EXECUTION OF AGREEMENT/BONDS** Subsequent to award and within fifteen (15) calendar days after the prescribed forms are presented to the Contractor, the Contractor shall execute and deliver to the City the required Agreement and Bonds.

Bonds shall be in effect during the original term of the contract and during the guarantee and warranty period required under the Contract, unless otherwise stated therein.

**PERFORMANCE BOND** The Contractor shall execute and deliver to the City the required Performance Bond for 100% of the bid amount.

**PAYMENT BOND** For a contract exceeding One Hundred Thousand Dollars ($100,000) the payment bond shall be in an amount equal to 100% of the bid amount. For a contract exceeding Twenty-Five Thousand Dollars ($25,000) but not exceeding One Hundred Thousand Dollars ($100,000) the payment bond shall be in an amount equal to fifty percent (50%) of the bid amount. Bonds shall be executed by a surety company authorized to do business in the State of Maryland.

The successful bidder may request that in lieu of bonds, the City accept the equivalent in the form of a certified check or other security. Such requests will be accepted or rejected by the City Manager. If rejected, the successful bidder will be required to furnish the bonds or forfeit the bid bond.
Failure of the successful bidder to execute the agreement and supply the required forms within fifteen (15) calendar days shall constitute a default. The successful bidder shall forfeit to the City as liquidated damages for such failure or refusal an amount in cash equal to the security deposited with the bid.

The City may either award the contract to the next low responsive and responsible bidder or re-advertise the bids, and may charge against the original bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed. If a more favorable bid is received by a re-advertising, the defaulting bidder shall have no claim against the City for a refund.

26. **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.

27. **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.

28. **DELIVERY** Time is of the essence. The Contractor shall expedite the work and achieve substantial completion within the contract time. If time limits are not specified, state the number of days required to make delivery/completion in the space provided. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor, not withstanding that such materials/workmanship have been previously been overlooked and accepted.

29. **CHANGES IN QUANTITIES/ITEMS** 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.

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.

30. **MATERIALS** All materials shall be new and free from defects. They shall 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.

31. **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.

32. **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.

33. **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 mailing of a purchase order and shall diligently prosecute the same, so that it shall be fully completed within the time as stated in the contract. The Contractor shall not commence any work under the Contract until a written Purchase Order is received from the Purchasing Agent.

34. **FAILURE TO COMPLETE WORK ON TIME/ LIQUIDATED DAMAGES** The Contractor accepts this contract with the understanding and intention to perform fully and in an acceptable manner within the time stated. Should he fail to complete fully, to all intent and purpose, the work specified in the time specified, or within the time as it may have been extended by the City, the Contractor shall pay, for each calendar day that any work shall remain uncompleted, not including Sundays, the sum of $400 per calendar day or such other amount as specified in the Special Provisions. This sum is hereby agreed upon, not as a penalty, but as liquidated damages and the City shall have the right to deduct the amount of such damages from any moneys due the Contractor under this Contract.
The City shall recover such Liquidated Damages by deducted 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, then the Contractor or the Surety shall pay the amount due upon demand by the City.

35. **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.

36. **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 ten (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.

37. **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.

38. **PROGRESS SCHEDULE AND SCHEDULE OF OPERATIONS** 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 a 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.

**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.

**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).

39. **SPECIFICATIONS** The Construction Specifications for this contract will be those shown below and additions included in the bid document, if applicable. In the event of conflict, the City determination shall govern. The following specifications and standards, listed below, including all subsequent addenda, amendments and errata are made part of this contract to the extent required by the references thereto:

2. Montgomery County Department of Transportation “Montgomery County Road Construction Code and Standard Specifications.”
8. 2010 ADA Standards for Accessible Design, by the Department of Justice (DOJ).

40. **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.

Prior to bidding, the Contractor should obtain clarification of all questions which may have arisen as to intent of the contract document, or any actual conflict between items in the contract documents. Should the Contractor fail to obtain such clarification, 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 he had the opportunity to request clarification prior to submitting his bid to the City and that he is not entitled to a claim for extra cost as a result of failure to receive such clarification.

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.

41. **INTERPRETATION** Any questions concerning terms, conditions and definitions of the contract and bidding regulations shall be directed in writing to the Contract Officer. Any questions concerning the technical specifications and drawings shall be directed in writing to the Project Manager. 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.

42. **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.

43. **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.

44. **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 thereof shall have the same effect as if shown or mentioned respectively in the contract documents. The work shall not proceed until written instruction has been received by the Contractor. The Contractor acknowledges that he had the opportunity to request clarification prior to submitting his bid to the City and that he is not entitled to a claim for extra cost as a result of failure to receive such clarification.

45. **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.

46. **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.

47. **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.

48. **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.

49. NON-WORK DAY 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.

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.

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.

50. 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 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.

51. IMMIGRATION REFORM AND CONTROL ACT

The Contractor awarded a contract pursuant to this bid 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 Contractor 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.

52. EQUAL EMPLOYMENT OPPORTUNITY Contractor will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), sex, race, ancestry, color, religion, sexual orientation, gender identity or expression, physical or mental handicap, marital status, or political expression. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. 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.

53. 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 governed 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.

54. 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.

55. **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.

56. **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.

57. **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.

58. **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.

59. **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.

60. **EXCAVATION** Unless specifically provided in the specifications, all trench and roadway excavation is hereby unclassified as to the character of materials. The lump sum or unit price, as specified, for or including excavation shall constitute full payment for removal and disposal of all materials, regardless of type, encountered in trenching and roadway excavation, within the limits of this Contract, as necessary and as shown to be removed on the Contract drawings and/or as directed by the Project Manager, except as otherwise provided for under this Contract. All bidders are hereby directed to familiarize themselves with all site conditions including subsurface and the proximity of adjacent features.

61. **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.

62. **PATENT RIGHTS** 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 consent in writing of the Owner or Licensee of such Letters of Patent and file the same with the City.

The said consent 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.
63. **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.

64. **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.

65. **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.

66. **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.

67. **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.

68. **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 claims that any instructions by the contract documents or otherwise involve extra costs. All such instructions, or additional work must be authorized in writing by the Purchasing Agent 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.

69. **MEASUREMENT OF WORK AND MATERIAL** The work and materials 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. 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.

70. **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.

71. **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.

72. **CHANGES IN THE SCOPE OR EXTRA WORK** 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 Purchasing Agent 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.
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.

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, or 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.

73. **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 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 procurement officer 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.

74. 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 Purchasing Manager's direction. However, the allowance expenditure is limited to items properly inferable from the title and description of the allowance. Unexpended balances are to be credited to the City. Compensation payable to the contractor for expenditure of allowances directed by the Purchasing Manager 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.

75. PROGRESS PAYMENTS AND RETAINAGE 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 (5%) retainage.

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.

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.

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.

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.

76. FINAL PAYMENT REQUEST 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.

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.

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 heretofore 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.

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.

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.

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.

77. RELEASE OF RETAINAGE. Upon the expiration of the aforesaid period of one hundred and twenty (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.

78. 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.

79. GUARANTEE PERIOD The Contractor shall warrant and guarantee the work required under this Contract for a period of twelve (12) months from the date of Final Acceptance. 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 City. 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.

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.

If the Contractor does not, within ten (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.

80. 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.

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 (7) 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.

81. 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.

82. 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.

83. 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.

84. 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.
85. **PRESERVATION OF MONUMENTS AND TREES** The Contractor shall be responsible for the preservation of all public and private property, trees, monuments, highway signs, markers, fences, and curbs or other appurtenances, and shall use every precaution to prevent damage or injury thereto. Any expense necessary to provide adequate protection, whether such designated item be on or off the right-of-way, shall be assumed by the Contractor.

86. **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.

87. **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.

88. **MAINTENANCE OF VEHICULAR TRAFFIC (Incidental)** 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 Project Manager shall have the exclusive right to order a road to be closed or to remain open. No equipment will be stored or permitted to stand within the limits of the roadway right-of-way where traffic must be maintained. Any earth dropped on the surface of the existing road shall be removed immediately to avoid possible hazardous conditions. The Contractor shall prepare and submit a Traffic Control Plan (TCP) for the Project Manager’s review, revision, and approval, at least ten days before beginning work, unless otherwise directed.

All Traffic Control Devices shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), latest edition (and all revisions). With the approved TCP implemented, the Contractor will be permitted to work with the following provisions:

- All traffic lanes must be restored at the end of each day unless specifically authorized otherwise, in advance, by the Project Manager.

The City reserves the right to modify or expand on the methods of traffic control specified and to restrict working hours if, in the opinion of the Project Manager, the Contractor's operations are a detriment to traffic during rush hour periods.

Signs on fixed supports shall be mounted on two posts. Signs mounted on portable supports are suitable for temporary conditions. During periods of partial shutdown, or extended periods when no work is being performed, the Contractor shall remove or adequately cover all construction signs as directed by the Project Manager.

The Contractor shall be responsible for removing, storing, covering, and resetting all existing traffic signs and delineators that become inapplicable and will confuse traffic during the various stages of construction, the cost of which shall be included in the price for Maintenance of Traffic or in the absence of such a pay item it shall be accomplished at no additional compensation, as incidental to the contract. Any signs lost or damaged will be replaced by the Contractor at its expense.

The Contractor shall provide, maintain in new condition, and move when necessary or directed all traffic control devices used for the guidance and protection of vehicles.

The Contractor shall be responsible for providing the appropriate signs to reflect varying traffic patterns prior to the commencement of a new stage of construction.

Traffic must be safely maintained at all times throughout the entire length of the project. No additional compensation shall be paid to the contractor for traffic maintenance, even if the contract time exceeds the contractually specified completion date or working days.

When required lane shifts are implemented, existing painted lane markings no longer applicable shall be removed to the satisfaction of the Project Manager.

Temporary crash cushions are to be installed as shown on the Plans. Unless otherwise specified, sand containers shall be used. The crash cushions shall conform to Subsection 104.10 of the MDSHA Specifications.

Crash cushions shall be reset to reflect changing traffic patterns caused by different stages of Traffic Control. The crash cushions shall be reset at locations shown on the Plans or as directed by the Project Manager.

Should any of the sand container components be damaged during the resetting of the system or during the course of the project, the Contractor shall replace the damaged components at its own expense.

The Contractor shall have flaggers on this Project for the purpose of controlling traffic while maneuvering heavy equipment. This may require a temporary lane closure in any of the specified Traffic Control Phases. These temporary lane shutdowns shall be kept to a minimum and the normal traffic pattern for the Traffic Phase shall be restored as quickly as possible. The Contractor shall comply with Section B-20 of the MUTCD regarding flagger signing.
Prior to stopping work each day the Contractor will be required to reshape all graded areas and eliminate all drop-offs not protected by barriers by filling with compacted stone at maximum of 8:1 slope.

All barriers and barricades shall be adequately illuminated at night, as specified herein, and all lights for this purpose shall be kept operative from sunset to sunrise.

No work shall be commenced in any stage of construction until the barriers and barricades for that stage, indicated on the Plans, or as specified by the Project Manager, are completely in place. The Contractor will be solely responsible for all accidents and damages to any persons and property resulting from its operations. Compliance with prescribed precautions contained herein or in the MDSHA Specifications or Manual On Uniform Traffic and Control shall not relieve the Contractor of its primary responsibility to take all necessary measures to protect and safeguard the work, nor relieve the Contractor from any responsibilities prescribed by GP-7 of the January 2001 MDSHA Standard Specifications for Construction and Materials.

The Contractor shall notify and obtain approval in writing from the Project Manager, at least 48 hours before changing any Traffic Control Phase.

Any construction materials or debris dropped on the roadway surface shall be removed immediately to avoid possible hazardous conditions.

Materials: The Contractor shall provide, maintain in first class condition, replace and move when necessary or directed all materials, devices, flagging, etc., required to maintain traffic in accordance with the Traffic Control Plans or as directed by the Project Manager. Reference is made to the latest edition of the MUTCD, wherein all such items are fully described with regard to use, application, warranties, size, color, placement, etc., and wherein typical traffic control device layouts are shown, as all such devices and techniques planned for use on this project shall strictly conform to the Manual's request except as noted on the Plans.

When any of the following items have been established on the Plans or as directed by the Project Manager, the Specifications will be adhered to in accordance with the respective sections.

Lights, Warnings, Etc.: All banners and imitation barrels shall be adequately illuminated at night, and all lights for this purpose shall be kept operative from sunset to sunrise.

Steady burning warning lights shall be used to delineate channelization through and around obstructions in a construction or maintenance area, on detour curves, on lane closures, and in other similar conditions (MUTCD 6E-4, 6E-5). Flashing warning lights shall be the means for identifying a particular and individual hazard and shall not be used in sequence, in clusters, or for delineation (MUTCD: 6E-5, 6E-6).

Where noted on the plans the first two (2) warning signs shall include a "High Level Warning Device." In addition to the flags the signs shall also be equipped with a Type "B" High Intensity Flag Warning Light. This device must meet the requirements of MUTCD 6C-5. The device shall be incidental to the Temporary Traffic Sign item if provided for, otherwise the costs shall be considered incidental and no special compensation will be paid.

Barriers: Temporary concrete barriers shall be installed on the roadway approaches as shown on the plans or as approved in writing.

Any permanent facilities damaged as a result of anchoring temporary concrete barriers (anchor holes, etc.) shall be repaired to the satisfaction of the Project Manager using an epoxy grout or other material as may be specified by the Project Manager. Epoxy grout shall consist of sand and epoxy, mixed by volume according to manufacturer's recommendations.

Method of Measurement and Basis of Payment: All work and materials required under the TCP not covered or specified as a pay item on the price proposal form will be included in the lump sum price bid for Maintenance of Traffic. In the absence of such an item the Contractor agrees that there will be no special compensation paid for maintenance of vehicular traffic as described above and the cost shall be considered incidental to the contract and compensated as part of other contract bid item(s).

89. PARKING, STORAGE AND STAGING AREAS Parking, storage and staging areas for the Contractor's use during the Project must have prior 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, regrading, placement of topsoil, and seed and mulch in these areas.

90. 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.
91. **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.

92. **TOILET FACILITIES** Toilet facilities meeting MOSHA standards shall be provided at the job site for all projects exceeding $100,000 in value and at all other job sites when directed by the City. No special compensation shall be paid unless specifically provided for in the Price Proposal page of this solicitation.

93. **STAKEOUT-CONSTRUCTION CONTROL** Survey construction control provided by the City shall be limited to the baseline with stations not over 100 feet, and the elevation of the top of each marked point, P.C.s, P.T.s, P.I.s, P.V.T.s, and at least one point on the tangent beyond the end of each curve will be staked. The Contractor shall request baseline stakeout a minimum of five days in advance of construction. Stakeout data other than stated above will be furnished by the construction Contractor per MSHA Section 815 for structures, otherwise per WSSC specs. section 01000(H) and as described in detail below and in these specifications. The City’s responsibility for stakeout for the entire project shall be limited to that data described above and this shall be provided only once. The Contractor shall preserve or otherwise ensure adequate survey controls exist throughout the life of the contract.

Surveys and stakeout shall be accomplished by the Contractor as outlined above and in conformance with WSSC specifications Section 01000-10-I (H), entitled “Construction Stakeout By Contractor.”

The provisions therein are primarily for pipeline stakeout. The Contractor’s responsibilities under this contract are hereby expanded to include, in addition to pipeline stakeout, similar responsibilities for all phases of stakeout necessary to construct all facilities under this contract including but not limited to clearing and grubbing excavation, pavement, curbs and gutters, storm drainage pipes and facilities, culverts, structures, storm water management facilities, street lights, traffic signal conduits and components, noise walls, retaining walls, ditches and sediment control features.

The stakeout and survey record data shall be preserved and turned over to the City for filing following completion of specific components of work.

**Method of Measurement and Payment.** Generally, stakeout shall be considered incidental to the contract and no special compensation shall be paid, unless a specific pay item is included in the contract Price Proposal page of this contract. Where payment is provided, progress payments for stakeout shall be made based on the percentage resulting from the price bid for stakeout divided by the total bid, multiplied by the monthly payment exclusive of the stakeout payment, except the final payment shall be adjusted as necessary to equal the total price bid for stakeout.

**Grade Sheet by Contractor:** Grade sheets showing hub and design elevations for roadway, water mains, drainage structures and piping, walks, lights, infiltration facilities clearing/grubbing, excavation, and related components will be provided by the construction Contractor at least 8 hours in advance of construction and will be subject to approval by the Project Manager. Stakeout for curb and gutter in all vertical and horizontal curves shall be at intervals of 25 feet or less unless otherwise specifically authorized by the Project Manager. This work is considered incidental to the contract and no extra compensation will be paid.

94. **DEBRIS** 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.

95. **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.

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.

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.
INSURANCE REQUIREMENTS REV2 (09/08)

Prior to the execution of the contract by the City, the Contractor must obtain at their 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 Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850 a certificate of insurance prior to the start of any work. 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:

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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<tr>
<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 to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.</td>
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<tr>
<td>a. Bodily Injury</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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<tr>
<td>e. Independent Contractors</td>
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<tr>
<td>f. Products/Completed Operations</td>
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<td>g. Personal Injury</td>
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<tr>
<td>4. Automobile Liability</td>
<td>Combined Single Limit for Bodily Injury and Property Damage - (each accident): $1,000,000</td>
<td>City to 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.</td>
</tr>
<tr>
<td>a. All Owned Autos</td>
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<tr>
<td>b. Hired Autos</td>
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<tr>
<td>c. Non-Owned Autos</td>
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<tr>
<td>5. Excess/Umbrella Liability</td>
<td>Each Occurrence/Aggregate: $1,000,000</td>
<td>City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.</td>
</tr>
<tr>
<td>6. Professional Liability</td>
<td>Each Occurrence/Aggregate: $1,000,000</td>
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<tr>
<td>Not Applicable</td>
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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.

POLICY CANCELLATION
No change, cancellation or non-renewed shall be made in any insurance coverage without a thirty (30) day written notice to the City Purchasing 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.
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.

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.

CERTIFICATE HOLDER
The Mayor and Council of Rockville
(Contract #, title) IFB #03-18, ASPHALT-CONCRETE WORK
City Hall
111 Maryland Avenue
Rockville, MD 20850
SECTION III - GENERAL CONDITIONS

3.1 SCOPE OF WORK
The City of Rockville, Department of Recreation and Parks-Administration desires to have contractors available to perform asphalt and concrete related known Specific Site Work at various City locations as listed on Bid Proposal Form Pages 36-43 of this Invitation for Bid. (See Exhibit A for Pictorial Detail for Specific Site Work for FY18 (fiscal year 18), Exhibit A1 for Pictorial Detail for Specific Site Work for FY19 (fiscal year 19), and Exhibit B for Engineer Drawings and Product Cut Sheets).

The City also desires to have contractors available on an as-needed, as required basis to perform Unit Pricing Work, as listed on Bid Proposal Form Pages 44-48 of this Invitation for Bid. (See Exhibit B for Engineer Drawings and Product Cut Sheets).

Bidders shall bid on both the Specific Site Work and on the Unit Pricing Work.

3.2 CONTRACT TERM
The contract term shall be effective from the date of contract award for a period of two years. The City retains the option to extend the terms of the contract for up to three additional one-year periods.

Extension of the contract is contingent upon and subject to funding appropriations and program approval by the Mayor and Council. The decision to extend this contract will be made at the sole discretion of the City.

3.3 PRICE ADJUSTMENTS
Specific Site Work rates quoted are to be held firm fixed for the initial contract term of two years.

Unit Pricing Work rates quoted are to be held firm fixed for the initial contract term of two years. The following is in effect for price adjustments for the three additional one-year periods.

A request for price adjustment for Specific Site Work and Unit Pricing Work following the initial contract period of two years is subject to approval or rejection by the City. A request for price adjustment from a contractor will not be approved unless the contractor submits to the City sufficient justification to support the contractor's request.

A request for price adjustment may not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request shall be based upon the CPI for all urban consumers issued for the Washington, DC Metropolitan Area by
the United States Department of Labor’s Bureau of Labor Statistics for the specific commodity or service group being provided by the contractor under this contract. The request for the increase must be accompanied with supporting documentation justifying the requested price adjustment. A price increase, if approved, shall be effective sixty (60) days from the date of receipt of the contractor’s request.

3.4 PROJECT SCHEDULE – SPECIFIC SITE WORK
Contract planning work shall begin within 10 days of issuance of Purchase Order or a modified Purchase Order and shall be completed within 180 calendar days thereafter for Exhibit A projects. However, the actual project schedule will be determined at the pre-construction meeting and will be per specific site. The project shall be completed promptly and without interruption after a schedule is determined. Time is of the essence.

3.5 PROJECT SCHEDULE – UNIT PRICING WORK
Contract planning work shall begin within 10 days of issuance of Purchase Order or a modified Purchase Order and shall be completed within 180 calendar days thereafter. However, once started, the project shall be completed promptly and without interruption. Time is of the essence.

3.6 PROPOSAL REQUEST FORM FOR UNIT PRICING WORK
The City will notify the contractor when Unit Pricing Work is required. The contractor shall respond to the City within 48-hours after notification. The City will schedule a meeting with the contractor and the proper City representatives to discuss the work required. Based upon those discussions, the contractor shall submit to the City a “not to exceed” proposal utilizing the AIA Document G709 Proposal Request Form. The Proposal Request Form shall contain the following:

1. Brief description of the work to be performed.
2. Number of labor hours and types of labor.
3. Total cost utilizing the unit prices bid for each item in part two of the bid proposal.
4. Completion time.

The proposal shall be prepared at no cost to the City. If the proposal is determined to be excessive in cost or completion time, the City may solicit proposals from additional firms and select the optimum offer. After review and acceptance of the proposal, the City will issue a Purchase Order.

3.7 PERFORMANCE OF UNIT PRICING WORK
Work shall not commence on Unit Pricing Work until receipt of a notice to proceed has been received from the City containing the agreed upon time-table for completion, and the total cost for performing such requirements project. The City will attempt to give one week’s notice prior to the start of each project. Once started, the project shall be completed promptly and without interruption. All work will be performed under the supervision of the Parks & Facilities Development Manager, or other designated City employee.

3.8 PAYMENT APPLICATION - FORMS
Contractor shall utilize AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment. Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of contractor. The City will return incomplete applications without action. Submit 3 signed original copies of each Application for Payment to the City.
3.9 LIQUIDATED DAMAGES

Time is of the essence in the completion of all work described in the bid. Bidders are referred to Paragraph 29, “Failure To Complete Work On Time/Liquidated Damages” in the General Conditions and Instructions To Bidders which is hereby modified. The successful bidder shall be subject to the payment of liquidated damages in the sum of $400.00 per day should he fail to complete the work in an acceptable manner within the time specified.

3.10 PRE-CONSTRUCTION CONFERENCE:

A pre-construction conference will 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.

3.11 WORK HOURS

Generally, hours of work will be limited to from 7:00 a.m. to 5:00 p.m. Monday through Friday. Work hours on Saturday and Sunday (only with written approval by the City) shall be from 9:00 a.m. to 5:00 p.m.

3.12 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 this and other property at or adjacent to the site.

After the completion of the project, all roads, drives, paths, parking lots, easements and lawns damaged by the Contractor’s actions shall be restored to the same condition or better at the time of the Notice to Proceed. Prior to any construction activities, it is the Contractor’s responsibility to document any existing damage or substandard conditions.

3.13 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 subcontractors. The designated representative shall be fluent in the English language and have good communication skills.

3.14 SUB-CONTRACTORS

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 with their bids the following information:

1) A description of the items to be subcontracted, and
2) 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.
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.

3.15 PERMITS
The Contractor is responsible for implementation and compliance with all conditions of all required permits. Building permit fees will be waived for City projects.

Compensation for implementation of the requirements of the permits shall be included in appropriate bid items and no special compensation will be made.

3.16 QUALIFICATIONS OF CONTRACTOR
The Contractor shall perform all specified work using properly trained, skilled, bonded, and licensed individuals supervised by the contractor. The Contractor shall be licensed and bonded in the State of Maryland and shall have a minimum of five (5) years experience.

3.17 WORK QUALITY
All project work shall be performed in a high-quality manner. Any work that does not meet specifications shall be removed and corrected at the contractor’s expense. Any aspect of the project work resulting in damage to property or equipment shall be restored and made “whole” by the Contractor at his expense.

3.18 REFERENCES
Bidder shall provide at least five (5) references (City’s Reference Form, attached) and submit it with his bid. These must be clients for whom the company has done work within the past three years. The references must be those for whom the bidder has performed projects of a similar size and scope as determined by the City of Rockville.

3.19 MATERIALS
Materials and equipment furnished by the contractor shall conform to the specification in all aspects, including quality of material, strength, appearance, and workmanship to that which is usually provided by contractors in this trade. The Project Manager shall inspect and approve all materials prior to use and will reject materials that do not meet the specification.

3.20 SAFETY AND CLEANLINESS
Contractor shall provide for a neat, clean, and safe environment at all times during the performance of the work. All equipment must be clean and in proper working order. Contractor shall thoroughly clean the job site upon completion of the work.

3.21 ADDITIONAL WORK
The City reserves the right to add work as deemed necessary. The City will issue separate written directives and a written purchase order for work for specific projects. Applicable prices shall be applied to the additional work as bid and/or the unit prices established by the City in this bid document, to accomplish any and all work.

3.22 NOTIFICATION TO PUBLIC AGENCIES
At least 48 hours prior to beginning work, the Contractor shall notify the Construction Management Division at 240-314-8547. The Contractor is responsible for notification to all other public agencies whose utility may be affected by construction under this contract, including Miss Utility and the City of Rockville Utility Maintenance Division 240-314-8567.
3.23 **STOP-WORK ORDER**

In the event the contractor fails to follow up, as above described, with the clean-up work, the City reserves the right to issue a stop work order or hold monthly payments on all other work pending satisfactory completion of all clean-up work required.

3.24 **CHANGES IN WORK**

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 Inspector, in writing, prior to commencing work under that change.

3.25 **TRAFFIC CONTROL**

All work shall be accomplished in a manner to minimize obstruction to traffic. When working in or near roadways, the Contractor shall abide by the conditions for construction traffic, as set forth in the Manual on Uniform Traffic Control Devices, U.S. Department of Transportation Work Zone Traffic Control and/or the City Inspector's directives. The cost of Traffic control is considered incidental to the project specific and unit prices bid.

3.26 **MOBILIZATION PAYMENTS: Incidental and Non-Incidental**

a) Shall be Incidental cost to each site specific project and shall consist of obtaining all required permits; preparatory work and operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; preparation of a construction schedule if requested; furnishing porta-john if requested and staging equipment at established City approved location.

b) Non-incidental payments are allowed with the prior approval of the City Project Manager and are provided to a construction contractor or a supplier of specialty construction equipment to assist in meeting extraordinary start-up costs incurred to promptly perform under the contract may be permitted (e.g., rental or purchase of specialized equipment).
SECTION IV - TECHNICAL SPECIFICATIONS

4.1 GENERAL REQUIREMENTS
   a) All products used shall be applied as per the manufacturer’s recommendations.
   b) Backfill all edges with clean topsoil; tamp, seed and straw.
   c) Offsite disposal of all spoils.
   d) Cleaning of base or existing topping to full width of grass and dirt in all areas to be overlayed.
   e) Repair all ruts, depressions, walks, curbs and sidewalks damaged by trucks and equipment during projects.
   f) Traffic and Pedestrian Safety Control
   g) Protection of work

4.2 SITE USE AND SAFETY
   The Contractor shall be aware that these sites are active recreation areas used on a daily basis. The Contractor’s work shall be conducted and coordinated in a manner in which will minimize interference with the recreation activities.

4.3 SCHEDULING
   The contractor, or any subcontractor, providing service via this contract is required to provide the Project Manager 48 hours notice of when work related to this contract will be performed in the City. In addition, a bi-lingual spanish/english speaking supervisor will need to be supervising crew and subs. Failure to comply may result in work being terminated for that day.

4.4 ASPHALT CRACK SEALING
   Dirt and debris shall be removed from cracks with compressed air prior to sealer being applied. Cracks shall be filled with Koch Flexafill Hot Pour Crackfiller, or equal, as approved by Project Manager. Work hours after 5:00PM Monday through Friday and at all times on Saturdays and Sundays must be pre-approved by the City Project Manager.

4.5 ASPHALT BASED SURFACE SEALER
   Spray applied asphalt based sealer that meets SHA category 500-Paving Requirements or equal, with approval required by City Project Manager prior to application. Material must be applied per manufacturer’s recommendation and specification. Pavement dressings are emulsions made from asphalt, coal tar, or a combination of both. They may include rejuvenators and a variety of fillers such as fibers and mineral fillers. Polymer modified asphalt emulsions are also used in some of the pavement dressings. Prior to placing sealer existing surface shall be blown off and pavement edges shall be scraped back to expose full path edges.

4.6 PETROMAT
   Surface preparation and installation method shall be prepared per product manufacturer’s specification. Use Amoco Petromat system or an approved equal.
4.7 PETROTAC
Surface preparation and installation method shall be per product manufacturer’s specification. Use Amoco Petrotac paving repair system or an approved equal.

4.8 PARKING LOT LINE STRIPE
Surface shall be prepared as per product manufacturer's specifications. Use McCormick Paints Latex Traffic White, Yellow, Blue, or equal, as approved by Project Manager for each project. Work at times must be scheduled during off hours and pre-approved by Project Manager.

4.9 BITUMINOUS CONCRETE
All construction methods, equipment and materials shall conform to current Maryland Department of Transportation State Highway Administration Standard Specification for Construction and Material
All excavation is unclassified.

Bituminous concrete courses shall consist of hot-mixed, hot-laid bituminous concrete, placed upon the approved compacted base course or leveling course or surface course “SN”.

The Contractor, while installing all bituminous asphalt surface courses, will be responsible for maintaining positive drainage.

The bituminous concrete shall be mixed and constructed in accordance with Maryland State Highway Administration specifications, Section 915.

4.10 TEMPERATURE
The subgrade shall not be frozen and the prepared base course of graded aggregate base (GAB) shall be dry and free from loose or foreign materials. For asphalt, the air temperature shall be 32 degrees F and rising for base course and 40 degrees and rising for surface course asphalt work. For concrete the air temperature shall be 40 degrees and rising.

4.11 WEATHER LIMITATIONS
No part of the construction involving cushion coats (recreational undersurface) material or asphaltic courses shall be conducted during rainfall or when rainfall is imminent. The City reserves the right with no penalty to stop work due to weather conditions that will affect workmanship and quality.

4.12 PLACING AND SPREADING
Aggregate for bituminous concrete pavements shall be spread by means of mechanical spreaders, and in no case, shall be dumped directly on the prepared surface except for inaccessible areas where it may be hand spread. The mix laid shall be thoroughly compacted by rolling with a powered steel wheel tandem roller weighing not less than two (2) tons nor more than six (6) tons. The finished surface of the surface course shall not vary from the specified grade more than one eighth inch (1/8") in ten feet (10’) when measured in any direction.

4.13 CRUSHER RUN COURSE
A base course shall consist of thoroughly compacted graded aggregate base (GAB) or CR-6, placed in one course to the required width and cross section, may be required. GAB (CR-6) shall be placed in accordance with Maryland State Highway specifications (501.03.11).
Compaction shall be by means of a power roller weighing not less than 6 tons or vibratory plate when approved by the City Project Manager.

4.14 TACK COAT
A tack coat of Ar-4 or REC-250 in the amount of .05 gallons per square yard shall be applied to the top of the dry base or leveling or the previously existing course prior to placing the subsequent course. Tack coat may not be required if base and/or leveling course is freshly placed and thoroughly clean. Tack coat must be installed per manufacturer’s recommendation.

4.15 NEW CONSTRUCTION – WALKWAYS [Paths and Trails]
All loose material, debris, refuse and other undesirable materials existing within the construction limits shall be removed by the Contractor and the entire bed upon which base materials are to be placed shall be stripped of topsoil and root mat.

After all stripping and excavation have been completed and approved and prior to the placing of base material, the top six (6) inches of native materials upon which base material are to be placed shall be compacted to a density of 95% of the optimum moisture content. Compaction shall be accomplished by scarifying, discing, or harrowing the full depth, breaking the soil into clods or lumps no larger than three inches in dimension. All stones and clods three inches and larger which cannot be broken up shall be removed. If the loosened material is too wet to compact to the required density, it shall be scarified, harrowed and aerated until it has dried to a uniform and correct moisture content for compaction requirements. Area must be approved by City Project Manager before proceeding. Both edges of new walkway are to be stabilized, backfilled with approved topsoil, seed and straw at contractors’ expense. Stakeout and survey are incidental to site specific projects if deemed necessary by City Project Manager. SCE (Silt Fence and Tree Protection Fence) are incidental to project specific needs and control devices may be requested if deemed necessary

Asphalt walkways are to be constructed as shown in the attached asphalt path and trail details. Elevated path may be required, as determined by inspector.

4.16 EXISTING 4’ WIDE PATHS WIDENED TO NEW ADA APPROVED 6’ PATH FOR 2” OVERLAY
Existing 4’ asphalt paths shall be widened to 6’ by excavating either 1’ on each side of existing 4’ path or 2’ on one side of existing 4’ path depending on grades, location and surroundings during layout. Contractor will hand excavate or use mini excavator on either side of path to allow for 8” of 95% compacted CR-6 or GAB material. Subgrade must be compacted and approved by the City prior to placement of compacted stone. Contractor will then tack surface prior to placing a 2” overlay of 9.5 MM asphalt surface course. Both edges of overlaid path are to be stabilized, backfilled with approved topsoil and stabilized with seed and straw which are incidental to each project.

4.17 NEW CONSTRUCTION –ROADWAY AND PARKING LOTS
a) BASE MATERIAL (GAB)
Base material (GAB) shall be placed to a compacted depth of four (4”) inches. The material shall be compacted to 95% of maximum density.

b) BASE COURSE 19MM/12.5 MM
Shall be installed to a four inch (4”) thickness of MSHA asphalt.
c) **SURFACE COURSE 9.5 MM**
Surface course shall consist of two inch (2") thickness bituminous concrete mix conforming to the MSHA. All asphalt shall be machine laid and rolled; no hand laying of asphalt is acceptable except for inaccessible areas where it may be hand spread if approved by the Project Manager. Both edges of path shall be stabilized, backfilled with approved topsoil, seed and straw at contractors expense. Stakeout and survey are incidental to site specific projects if deemed necessary by City Project Manager.

d) **EXISTING PATHWAYS, ASPHALT OVERLAY (2")**
The Contractor shall place a new 2" surface of 9.5 mm bituminous concrete mix. All asphalt shall be machine laid and rolled; no hand laying of asphalt is acceptable except on pathways and areas where accessibility is not possible otherwise. The mix as thus laid shall be thoroughly compacted by rolling with a powered steel wheel tandem roller weighing not less than six (6) tons. The finished surface of the surface course shall not vary from the specified grade more than three eighths (3/8") inch in ten (10) feet when measured in any direction. Both edges of overlayed path are to be backfilled and stabilized with approved topsoil, seed and straw which is considered incidental to each project. All cut ins for tie in to existing asphalt paths or concrete surfaces are considered incidental to each project.

4.18 **STAMPED ASPHALT CROSSWALKS REPAINT AND THERMOPLASTIC BORDER**
Prepare existing surface to receive 2-coats of SealMaster ColorPave HD-500 or equal, prepared and installed according to manufacturer’s specification attached. Thermo Plastic border to be 1' wide 120 mil preformed white installed according to manufactures specification. If the removal of existing thermo is required, this will be considered incidental to completing the work specified.

4.19 **REMOVAL OF DEFECTIVE WORK WALKS**
Such portions of the work that are, in the opinion of the Parks Project Manager and field Inspector, defective or do not comply with the specifications or fail to meet the surface tolerances, shall be cut out to a depth of 6", removed off site and replaced at the Contractor’s expense using 4" of GAB and 2" of B-I base asphalt as directed. Any cracks over 1/8" wide shall be blown out with air and filled with asphalt crack sealer asphalt prior to surface course application.

4.20 **ROADS, PARKING LOTS**
Any ruts or soft yielding spots which may occur or any areas having inadequate compaction or deviations from the requirements set forth herein shall be corrected by cutting out and adding uniformly graded (CR-6) crushed gravel up to 6", reshaping, re-compacting and placing 4" base asphalt to match the existing asphalt grade level prior to any other asphalt overlay at the approved and established unit rates noted in this contract. The subgrade shall have a uniform density throughout its entire depth and width and shall be approved by the Parks Contracts Manager and/or Field Inspector prior to paving and/or patching operation.

4.21 **CONCRETE**
Must comply with City of Rockville Department of Public Works Standards and Details for Construction 2000 edition or newer. When not applicable follow the most current edition (Gray Book) MDOT-SHA. All topsoil, seed and straw required to backfill concrete edges is considered incidental to each specific project and must be factored in to the cost of each project.
4.22 **SPRAY-TEK (ACRYLIC OVERLAY SYSTEM)**
Refer to Technical Data Sheet and manufacturer’s recommendations for preparation and application process of this system.

4.23 **PERVIOUS CONCRETE PAVEMENT (see Exhibit B, item 68 for complete certification requirements)**
This work consists of all materials, equipment, and workmanship required for the removal and installation of Pervious Concrete Pavement in driveways, parking stalls and pedestrian paths as shown on the approved contract documents.

Pervious Concrete Pavement must meet and be installed according the current National Ready Mix Concrete Association Publication #2PPCRT. 2007 or most current edition.

Contractor placing pervious pavement shall be certified by the NRMCA as a “Pervious Concrete Contractor” or installer.

4.24 **CHAIN LINK FENCING**
In accordance with MDOT-SHA except as noted. Chain link fence to be black, fusion bonded, nine gauge (0.148 core), two inch mesh. Any gates installed shall be supplied with latch and lock mechanism. All post, rails and braces shall be sized in accordance with the fabric height. All post to be set in concrete footings. All materials shall be obtained from one supplier. The approved supplier is Long Fence or equal, as approved by the Owner. Shop drawings to be provided by contractor to Project Manager for review and approval.

Where fence removal is required, post shall be cut at grade and immediately filled with non-shrink grout.

4.25 **VERSA-LOK STANDARD UNREINFORCED RETAINING WALL SYSTEMS**
Shall be installed per manufacturer’s specification but to include minimum 6” granular leveling pad on approved subgrade. Cap unit to be installed and adhered with VERSA-LOK concrete adhesive or equal. Install drain pipe covered with #57 drainage aggregate to a minimum of 12” thick. Install impervious fill 12” deep and stabilized behind wall using approved seed and straw mix. Contractor may elect to substitute type of retaining wall system with approved equal but with the approval of the City’s Project Manager. Caps to be included in complete wall system.

4.26 **SEED MIX**
Shall be Lesco Teammates Plus or approved equal. It shall be Maryland Certified, fresh, clean, new crop seed mixed in the portion shown and testing to no more than .02% weed seed and 85% minimum germination. Seed mixture to be a combination of 3 different turf type Tall Fescue cultivators (25% each), Kentucky Bluegrass (10%), and Perennial Rye Grass (15%). The minimum application rate shall be approximately 300 pounds per acre (7lbs/1000ft) unless plans specifically state another rate of application.

4.27 **SOD**
Shall be Maryland Certified or an approved equal. Label must be presented to the City at the time of delivery and prior to installation. Sod shall be a 90/10 mix with 90% of the mix shall be a blend of three turf type tall fescues. Tall Fescue (25%), Kentucky Bluegrass (10%), and Ryegrass (15%).

4.28 **STABILIZATION MATTING**
Shall be North American Green BioNet S75 BN Short-Term Biodegradable Erosion Control Blanket or an approved equal for applications of less than 12 months. Long-Term
Biodegradable Erosion Control Blanket BioNet SC150 or approved equal for applications lasting longer than 12 months. Both to be installed per the manufacturers’ recommendation.

4.29 ROOT PRUNING
Root pruning must be performed only by a Maryland Licensed Tree Expert and must be ISA certified. Root pruning must be performed according to the City of Rockville enclosed detail.

4.30 CAULKING
Polyurethane caulking shall be Sikaflex 1a, Tremco (Vulken 116) or approved equal and installed using approved manufacture recommendation, means and methods. Silicone caulking shall be Dow Corning 700 Industrial Garde or approved equal and installed using approved manufacture recommendations, means and methods.
Caulking is both the processes and material (also called sealant) to seal joints or seams in various structures, concrete joints, and some types of piping, framing and window installations. All existing and old caulking in areas specified shall be completely removed and the area cleaned per manufacturers recommendation. Allow the area to completely air dry after surface has been cleaned. A backer rod must be used if required at no additional cost to the application process.

4.31 PRESSURE WASHERING/POWER WASHERING
Pressure washing or power washing shall be the use of high-pressure water spray to remove loose paint, mold, grime, dust, mud, chewing gum and dirt from surfaces and objects such as buildings, vehicles, concrete surfaces, athletic courts, pavements, etc.
When on site water supply and connections are not available, the contractor will be responsible for providing mobile water equipment at no additional expense.

4.32 MILLENNIUM TRAIL THERMO PLASTIC MILEAGE MARKERS
Remove existing thermoplastic pavement mileage marker by way of heat or light grinding but to not damage pavement surface. Furnish and install new mileage makers, spaced every ½ mile along the Millennium Trail. New mileage markers are to match existing 24” round thermoplastic material and be installed by heat application. Mileage marker design and artwork must be submitted and approved by the City of Rockville Project Manager.

4.33 SANDBLASTING
Abrasive grit blasting, or sand blast cleaning, is a surface treatment process widely used in a variety of different industries with many diverse purposes. Abrasive blasting is the process by which an abrasive media is accelerated through a blasting nozzle by means of compressed air. The abrasive used varies based on the surface treatment required surface preparation prior to painting, bonding or other coating operations removal of rust, scale, sand, or paint from fabricated components.

4.34 PAINTING
Construction commercial painting materials shall be Sherwin Williams Premium Wall and Wood interior latex primer (B28W08111) or approved equivalent and installed using manufacturer recommendations during surface preparation minimum one coat. Interior painting material shall be Sherwin Williams Eminence High Performance ceiling and wall paint (A27W01815) or approved equivalent and installed to manufacturer’s recommendation on a prepared and primed surface using a minimum of two coats. Exterior paint shall be Sherwin Williams exterior grade or approved equivalent and installed to manufacturer’s recommendation on a prepared and primed exterior surface using a minimum two coat application.
SECTION V  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.
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.

Issued: March 19, 1997

By: Tom Ogle, Noise Program Director
EXHIBIT A and A1 - SPECIFIC SITE WORK

COMPLETE IN FULL AND PROVIDE CORRESPONDING INFORMATION, SIGN AND RETURN IN DUPLICATE.

Quantities listed are for the purpose of bid evaluation only

The undersigned, having visited the site(s) and carefully examined the conditions affecting the work, specifications and contract requirements do hereby offer to furnish all labor, equipment, materials necessary to complete Specific Site Work – Exhibits A and A1 (Bid Proposal Form Pages 36-43) and Unit Pricing Work (Bid Proposal Form Pages 44-48) at the various City of Rockville locations as specified in the bid documents, for the following consideration:

BIDDERS MUST BID ON ALL ITEMS
See Exhibit A (FY18) for Pictorial Detail and Exhibit B for Engineer Drawings and Product Cut Sheets

SPECIFIC SITE WORK – EXHIBIT A (FY18)
FY18 WORK (Items 1-5) TO BE COMPLETED BY JUNE 30, 2018

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>LOCATION</th>
<th>EST QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
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<tr>
<td>1.</td>
<td>SENIOR CENTER WALKING PATH WIDENING AND REPLACEMENT (FY18) Items 1 through 5 1150 Carnation Drive</td>
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<tr>
<td>1)</td>
<td>Remove and haul off 4&quot;x4' asphalt path x 227 LF</td>
<td>101 SY</td>
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<tr>
<td>2)</td>
<td>Remove and haul off 4&quot;x 5' asphalt path x 200 LF</td>
<td>112 SY</td>
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<td>3)</td>
<td>Excavate and Install 4&quot; x 5' concrete walk x 497 LF</td>
<td>277 SY</td>
<td>________</td>
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<tr>
<td>3)</td>
<td>Remove and haul off 4' x 70 LF concrete walk</td>
<td>31 SY</td>
<td>________</td>
<td>________</td>
</tr>
<tr>
<td>5)</td>
<td>Remove HC ramp and replace w/ADA compliant HC ramp 2 EA</td>
<td>2 EA</td>
<td>________</td>
<td>________</td>
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</table>

(FY18) Item 1 TOTAL__________
| SPECIFIC SITE WORK, continued: |
| EXHIBIT A (FY18) | LOCATION |
| ITEM NO. | QTY | UNIT | PRICE |
| 2. | SENIOR CENTER DRIVEWAY/PARKING LOT MILL AND OVERLAY (FY18) Items 1 through 10 |
| | 1150 Carnation Drive |
| 1) | Mill 6” asphalt full depth to subgrade and patch with compacted CR-6. |
| | 260 SY | | |
| 2) | Mill 2” surface asphalt from rear parking lot |
| | 3213 SY | | |
| 3) | Mill 2” surface asphalt from driveway to rear lot |
| | 1217 SY | | |
| 4) | 2” overlay asphalt surface mix in rear parking lot |
| | 3213 SY | | |
| 5) | 2” overlay asphalt surface mix from driveway to rear lot |
| | 1217 SY | | |
| 6) | Remove and replace concrete curb and gutter |
| | 300 LF | | |
| 7) | Remove and reinstall concrete curb stops |
| | 31 EA | | |
| 8) | Install 4” painted crosswalk, parking spaces lines and ADA accessible aisles. |
| | 2810 LF | | |
| 9) | Install spray applied Handicap Parking Symbol |
| | 10 EA | | |
| 10) | Install spray applied directional arrow |
| | 2 EA | | |
| (FY18) Item 2 TOTAL | | | |

| 3. | SWIM CENTER DRIVEWAY/PARKING LOT MILL AND OVERLAY INDOOR LOT (FY18) Items 1 through 8 |
| | 355 Martins Lane |
| 1) | Mill 6” asphalt full depth to subgrade and patch with compacted CR-6. |
| | 150 SY | | |
| 2) | Mill 2” surface asphalt from indoor pool parking lot |
| | 3735 SY | | |
| 3) | Mill 2” surface asphalt from driveway adjacent to lot |
| | 1540 SY | | |
| 4) | 2” overlay surface mix from indoor pool parking lot |
| | 3735 SY | | |
| 4) | 2” overlay surface mix from driveway to adjacent lot |
| | 1540 SY | | |
| 4) | Remove and replace concrete curb and gutter |
| | 300 LF | | |
| 5) | Install 4” painted crosswalks, stop bar, parking space lines and ADA accessible aisles. |
| | 1800 LF | | |
6) Remove and replace 4” concrete sidewalk 5’ x 22’ 13 SY ________ ________
7) Remove HC ramp and replace w/ADA compliant HC ramp 4 EA ________ ________
8) Prep and repaint Fire Lane Curb 250 LF ________ ________

(FY18) Item 3 TOTAL

4. WOOTTONS MILL PARKING LOT REPAIRS, MILL AND OVERLAY
(FY18) Item 1 through 6
Hurley Avenue

1) Mill 6” asphalt full depth to subgrade and patch with compacted CR-6. 75 SY ________ ________
2) Mill 2” surface asphalt from parking lot & drive lane 1101 SY ________ ________
3) 2” overlay surface mix in parking lot & drive lane 1101 SY ________ ________
4) Remove and replace concrete curb and gutter 100 LF ________ ________
4) Remove HC ramp and replace w/ADA compliant HC ramp 1 EA ________ ________
4) Install 4” painted parking space lines and ADA van accessible aisle. 500 LF ________ ________
5) Install spray applied Handicap Parking Symbol 2 EA ________ ________
6) Excavate and install 6” concrete ADA parking pad with header curb 20’ x 30’. 70 SY ________ ________

(FY18) Item 4 TOTAL

5. TWINBROOK ALEUTIAN BIKE PATH REPAIRS, MILL AND OVERLAY
(FY18) Items 1 through 5
Intersection of Viers Mill Road and Atlantic Avenue

1) Remove full depth asphalt 6” and patch with compacted CR-6 200 SY ________ ________
2) 2” surface asphalt overlay with 9.5 mm mix 1300 SY ________ ________
4) Root prune at various locations along trail path 250 LF ________ ________
5) Install 6” asphalt curb 60 LF ________ ________
6) Install Bio-Mat on steep slope 15’ x 20’ area 300 SF ________ ________

(FY18) Item 5 TOTAL
FY18 GRAND SITE TOTAL (ITEMS 1 THROUGH 5) $_____________ A*
* and write this dollar amount on Bid Proposal Pricing Page 48 of 63, SITE TOTAL, A (FY18)
### SPECIFIC SITE WORK, continued:

**BID PROPOSAL FORM**

**INVITATION FOR BID # 03-18**

**ASPHALT – CONCRETE WORK**

**EXHIBIT A1 (FY19)**

**BIDDERS MUST BID ON ALL ITEMS**

See Exhibit A1 (FY19) for Pictorial Detail and Exhibit B for Engineer Drawings and Product Cut Sheets

<table>
<thead>
<tr>
<th>SPECIFIC SITE WORK – EXHIBIT A1 (FY19)</th>
<th>EST</th>
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<tr>
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</tr>
</tbody>
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#### 6. SWIM CENTER DRIVEWAY/PARKING LOT REPAIRS, MILL AND OVERLAY

OUTDOOR LOT (FY19) Items 1 through 7

355 Martins Lane

1) Mill 6” asphalt full depth to subgrade and patch with compacted CR-6.

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<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>150 SY</td>
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</table>

2) Mill 2” surface asphalt from outdoor pool parking lot and driveway

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<tbody>
<tr>
<td>9100 SY</td>
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</table>

3) 2” overlay surface mix for outdoor pool parking lot and driveway.

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<tr>
<td>9100 SY</td>
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4) Remove and replace concrete curb and gutter

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<tbody>
<tr>
<td>250 LF</td>
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</table>

5) Install 4” painted crosswalks, stop bar, parking space lines and ADA accessible aisles.

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<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>3200 LF</td>
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6) Remove HC ramp and replace w/ADA compliant HC ramp

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<tr>
<td>4 EA</td>
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</table>

7) Prep and repaint Fire Lane Curb

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<tr>
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<tbody>
<tr>
<td>390 LF</td>
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</table>

(FY19) Item 6 TOTAL

#### 7. KING FARM 12 ACRE PARK CONCRETE PATH REPAIRS AND CAULKING

(FY19) Items 1 through 2

401 Watkins Pond Blvd.

1) Concrete 4”x 8’ Sidewalk, Remove, Dispose and Replace

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<thead>
<tr>
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<tbody>
<tr>
<td>70 SY</td>
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2) Caulk Sidewalk Joints, Remove and Replace

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<thead>
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<tbody>
<tr>
<td>1400 LF</td>
<td></td>
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(FY19) Item 7 TOTAL
## BID PROPOSAL FORM
### INVITATION FOR BID # 03-18
#### ASPHALT – CONCRETE WORK
##### EXHIBIT A1 (FY19)

<table>
<thead>
<tr>
<th>SPECIFIC SITE WORK – EXHIBIT A1 (FY19)</th>
<th>LOCATION</th>
<th>QTY</th>
<th>PRICE</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
</table>
| **8. POTOMAC WOODS PARK CONCRETE PATIO REPAIRS AND CAULKING**  
*(FY19) Items 1 through 2*  
2276 Dunster Lane | | | | |
| 1) 4” Concrete Patio, Remove, Dispose and Replace | 450 SY | | | |
| 2) Caulk Patio Joints, Remove and Replace | 700 LF | | | | (FY19) Item 8 TOTAL |
| **9. WELSH PARK PARKING LOT REPAIRS, MILL AND OVERLAY or CRACKFILL AND SEAL COAT** *(FY19) Items 1 through 9*  
344 Martins Lane | | | | |
| 1) Full depth remove damaged asphalt and patch with 6” compacted base course | 100 SY | | | |
| 2) 2” asphalt surface mill of parking lot and driveway | 2250 SY | | | |
| 3) 2” surface overlay using 9.5 mm asphalt | 2250 SY | | | |
| 4) Remove and replace 8” concrete curb and gutter | 150 LF | | | |
| 5) Line stripping of parking lot using 4” painted line | 850 LF | | | |
| 6) Spray Applied Handicap Parking Symbols | 2 EA | | | |
| 7) Concrete ADA H/C Ramp- Remove, dispose and replace | 2 EA | | | |
| 8) Crack Seal *(Alternate)* | 800 LF | | | |
| 9) Asphalt Seal Coating 2 coats *(Alternate)* | 2250 SY | | | | (FY19) Item 9 TOTAL |
### BID PROPOSAL FORM

**INVITATION FOR BID # 03-18**  
**ASPHALT – CONCRETE WORK**  
**EXHIBIT A1 (FY19)**

<table>
<thead>
<tr>
<th>SPECIFIC SITE WORK – EXHIBIT A1 (FY19)</th>
<th>EST</th>
<th>UNIT</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITEM NO.</td>
<td>LOCATION</td>
<td>QTY</td>
<td>PRICE</td>
</tr>
</tbody>
</table>

**10.** TWINBROOK COMMUNITY CENTER DRIVEWAY, PARKING LOT REPAIRS, MILL AND OVERLAY or CRACKFILL AND SEAL COAT (FY19) Items 1 through 10  
12920 Twinbrook Parkway

1) Full Depth remove damaged asphalt and patch with 6” compacted base course  
2) 2” surface mill of parking lot and driveway  
3) 2” surface overlay using 9.5 mm asphalt  
4) Remove and replace 8” concrete curb and gutter  
5) Install 4” painted crosswalk, parking spaces lines and ADA accessible aisles, double center line.  
6) Spray Applied Handicap Parking Symbols  
7) Prep and repaint Fire Lane Curb  
8) Concrete ADA H/C Ramp- Remove, dispose and replace  
9) Crack Seal (Alternate)  
10) Asphalt Seal Coating 2 coats (Alternate)

(FY19) Item 10 TOTAL ____________
11. ELWOOD SMITH COMMUNITY CENTER DRIVEWAY, PARKING LOT REPAIRS, MILL AND OVERLAY or CRACKFILL AND SEAL COAT (FY19) Items 1 through 11
601 Harrington Road

1) Full depth remove damaged asphalt and patch with 6" compacted base course

2) 2" surface mill of parking lot and driveway

3) 2" surface overlay using 9.5 mm asphalt

4) Remove and replace 6" asphalt curb

5) Install 4" painted crosswalk, parking spaces lines and ADA accessible aisles.

6) Spray Applied Handicap Parking Symbols

7) Concrete ADA H/C Ramp- Remove, dispose and replace

8) Crack Seal (Alternate)

9) Asphalt Seal Coating 1 coat (Alternate)

10) Remove 4' asphalt sidewalk x 32 LF

11) Furnish and install 4" x 5' x 32 LF concrete sidewalk

(FY19) Item 11 TOTAL

FY19 SITE TOTAL $ ___________________________ A1**

** and write this dollar amount on Bid Proposal Pricing Page 48 of 63, SITE TOTAL, A1 (FY19)
UNIT PRICING WORK:
See EXHIBIT B for Engineer Drawings and Product Cut Sheets
BIDDERS MUST BID ON ALL ITEMS.

ALL UNIT PRICES WORK SHALL REQUIRE FURNISH AND INSTALL. UNIT PRICES FOR ON CALL WORK AS NEEDED. QUANTITIES BASED ON ESTIMATED FUTURE NEEDS. QUANTITIES ARE NOT GUARANTEED.

<table>
<thead>
<tr>
<th>ITEMS</th>
<th>Unit Price</th>
<th>Est Qty</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. <strong>Asphalt Milling</strong> 2” depth, 10’ wide. Unit Cost SY.</td>
<td>2500 SY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. <strong>Full Depth Asphalt Patch</strong> – Furnish and install per MCDOT Standard Detail MC-801.02 &amp; MDSHA Section 505. Unit Cost SY.</td>
<td>500 SY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. <strong>Bituminous Concrete Curb</strong> – Remove dispose and replace per MCDOT Standard MC104.01 including all labor and materials, as directed. Unit Cost LF.</td>
<td>150 LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. <strong>Bituminous Asphalt Overlay</strong> - Furnish and install 2” MDSHA Type SC, in place, for machine laid, per MDSHA section 610.3. Unit Cost SY.</td>
<td>2500 SY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. <strong>Asphalt Pavement</strong> – Furnish and install 10’ wide on 6” CR6 stone Base, a 4” thick bituminous concrete base course and 2” thick bituminous Concrete surface course in place as directed per MDSHA section 504. Unit Cost SY.</td>
<td>100 SY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. <strong>Asphalt Walk 8’ wide</strong> [Biker Trail] – Furnish and install 8’ wide On a 4” thick CR6 stone base, a 4” thick bituminous concrete base course and 2” thick bituminous Concrete surface course [SC] in place, as directed, per MDSHA Section 504. Unit Cost SY.</td>
<td>100 SY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. <strong>Asphalt Walk 6’ wide</strong> [Hiker Trail] – Furnish and install 6’ wide On a 4” thick CR6 stone base, a 2” thick 9.5mm bituminous concrete surface course in place as per MDSHA Section 504. Unit Cost SY.</td>
<td>1500 SY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. <strong>Asphalt Sidewalk</strong> [Path] 4’ wide– Furnish and install on 95% compacted subgrade, a 2” thick 9.5mm bituminous concrete surface course in place as per MDSHA Section 504. Unit Cost SY.</td>
<td>500 SY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. <strong>Widen existing asphalt pathway</strong> Unit price shall be based on detail most like that of path being widened. Include backfill, seed and straw. Unit Cost SY.</td>
<td>500 SY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. <strong>4’ Asphalt Sidewalk, Remove, Dispose, Existing</strong> – 4” Thick., Unit Cost SY.</td>
<td>500 SY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. <strong>Concrete Sidewalk, Furnish and Install</strong> - 4” wide 4” thick concrete sidewalk per MCDOT Standard Detail 110.01 and MDSHA Section 610. Unit Cost SY.</td>
<td>200 SY</td>
<td></td>
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</tbody>
</table>
### EXHIBIT B

**UNIT PRICING WORK continued:**

<table>
<thead>
<tr>
<th>ITEMS</th>
<th>Unit Price</th>
<th>Est Qty</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>12. <strong>Concrete Sidewalk, Remove, Dispose and Replace Existing</strong></td>
<td>300 SY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Furnish and install 4’ wide 4” thick concrete sidewalk per MCDOT Standard Detail 110.01 and MDSHA Section 610. Unit Cost SY.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>13. <strong>Concrete Sidewalk, Remove and Dispose of Existing</strong></td>
<td>300 SY</td>
<td></td>
<td></td>
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<tr>
<td>– Backfill Seed and straw. Unit Cost SY.</td>
<td></td>
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<tr>
<td>14. <strong>Concrete Sidewalk [Elevated]</strong></td>
<td>150 SY</td>
<td></td>
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</tr>
<tr>
<td>– Furnish and install 4’ wide, 4” thick walk as per C.O.R. detail C-10. Unit Cost SY.</td>
<td></td>
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<tr>
<td>15. <strong>Concrete Pad</strong></td>
<td>500 SY</td>
<td></td>
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<tr>
<td>– Remove, Dispose and Replace 4”-6” concrete. Unit Cost S.Y.</td>
<td></td>
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<tr>
<td>16. <strong>Concrete H/C Ramp</strong></td>
<td>5 LS</td>
<td></td>
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<tr>
<td>– Furnish and install per COR Detail 22. Unit Cost LS/EA - Lump Sum (LS)</td>
<td></td>
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<tr>
<td>17. <strong>Concrete H/C Ramp</strong></td>
<td>5 LS</td>
<td></td>
<td></td>
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<tr>
<td>– Remove, dispose, replace existing per COR Detail 22. Unit Cost LS/EA – Lump Sum (LS)</td>
<td></td>
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<tr>
<td>18. <strong>Concrete Curb and Gutter</strong></td>
<td>500 LF</td>
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<tr>
<td>Furnish and install MCDOT 100.01 C&amp;G All work to comply with MDSHA Section 609. Unit Cost LF.</td>
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<tr>
<td>19. <strong>Concrete Curb and Gutter</strong></td>
<td>500 LF</td>
<td></td>
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</tr>
<tr>
<td>– Remove and dispose, replace existing MCDOT 100.01 C&amp;G, including excavation, backfill, topsoil and mulch per MDSHA section 609 – Unit Cost LF.</td>
<td></td>
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<tr>
<td>20. <strong>Concrete Curb and Gutter</strong></td>
<td>500 LF</td>
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<tr>
<td>– Furnish and install MCDOT 101.01, Type C including excavation, backfill, topsoil. Unit Cost LF.</td>
<td></td>
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<tr>
<td>21. <strong>Concrete Curb and Gutter</strong></td>
<td>500 LF</td>
<td></td>
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<tr>
<td>– Remove and dispose, replace existing MCDOT 101.01 Type C. Unit Cost LF.</td>
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<tr>
<td>22. <strong>Concrete Inlet Slab</strong></td>
<td>5 SY</td>
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<tr>
<td>– Remove and dispose of existing inlet slab as directed. Unit Cost SY.</td>
<td></td>
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<tr>
<td>23. <strong>Concrete Inlet Slab</strong></td>
<td>10 SY</td>
<td></td>
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<tr>
<td>– Furnish and install reinforced slab, including frame and cover, per MCDOT Detail # 502.1. Unit Cost SY.</td>
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<tr>
<td>24. <strong>Concrete Inlet Throat</strong></td>
<td>40 LF</td>
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<tr>
<td>– Remove and dispose of existing as directed.</td>
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<tr>
<td>25. <strong>Concrete Inlet Throat</strong></td>
<td>40 LF</td>
<td></td>
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<tr>
<td>– Furnish and install as per MCDOT Detail 502.1.Unit Cost LF.</td>
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<tr>
<td>26. <strong>Acrylic Cement Overlay</strong></td>
<td>1 SY</td>
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<tr>
<td>Furnish and install Duraset 1000 and G100 Grout mix. Unit Cost/SY.</td>
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<tr>
<td>ITEM</td>
<td>DESCRIPTION</td>
<td>UNIT</td>
<td>QUANTITY</td>
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<td>27.</td>
<td>Brick Masonry – Remove / install, as directed, for manholes, inlets, patios and walkways including all labor, materials, removal and disposal.</td>
<td>SY 100</td>
<td></td>
</tr>
<tr>
<td>28.</td>
<td>Gravelpave2 [Invisible Structures, Inc.] – Furnish and install as per manufacturer’s specifications.</td>
<td>SY 50</td>
<td></td>
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<tr>
<td>29.</td>
<td>Wood Step Removal – Remove and replace existing, includes disposal. Backfill, seed and straw.</td>
<td>SY 100</td>
<td></td>
</tr>
<tr>
<td>30.</td>
<td>Handrails – Furnish and install steel handrails as directed and per Federal Regulation 28 CFC Port 36 “Exhibit B Detail”</td>
<td>LF 500</td>
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</tr>
<tr>
<td>31.</td>
<td>Sawcut Concrete / Asphalt</td>
<td>LF 200</td>
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<tr>
<td>33.</td>
<td>Contingent Stone [#2]</td>
<td>Ton 20</td>
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<tr>
<td>34.</td>
<td>Crack Seal</td>
<td>LF 1000</td>
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<tr>
<td>35.</td>
<td>Asphalt Seal Coating</td>
<td>SY 2500</td>
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<td>36.</td>
<td>SealMaster Asphalt Paint sealer HD-500</td>
<td>SY 100</td>
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<tr>
<td>37.</td>
<td>Thermoplastic Mileage Marker - Remove, furnish and install Unit Cost/EA</td>
<td>EA 22</td>
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<tr>
<td>38.</td>
<td>Thermoplastic Border 1’ wide 120 mil preformed white</td>
<td>LF 100</td>
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<tr>
<td>39.</td>
<td>Fire Lane Line Stripping</td>
<td>LF 1000</td>
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<tr>
<td>40.</td>
<td>Line Stripping Parking Lots</td>
<td>LF 1500</td>
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<tr>
<td>41.</td>
<td>Spray Applied Handicap Parking Symbol</td>
<td>EA 15</td>
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<tr>
<td>42.</td>
<td>Interlocking Versa LOK STANDARD CMU Wall</td>
<td>SF 150</td>
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<td>43.</td>
<td>Petromat</td>
<td>SY 1</td>
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<td>44.</td>
<td>Petrotac Furnish and Install</td>
<td>LF 1</td>
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<td>45.</td>
<td>Backfill</td>
<td>Ton 20</td>
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<td>46.</td>
<td>Engineered Stakeout</td>
<td>EA 3</td>
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<td>47.</td>
<td>Sod</td>
<td>SY 10</td>
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<tr>
<td>ITEM</td>
<td>DESCRIPTION</td>
<td>UNIT</td>
<td>EST.</td>
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<tr>
<td>48.</td>
<td>Seed and Straw</td>
<td>Unit Cost SY</td>
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<tr>
<td>49.</td>
<td>Root Pruning</td>
<td>Unit Cost LF</td>
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<tr>
<td>50.</td>
<td>Stabilization Matting BioNet S75BN</td>
<td>Unit Cost SF</td>
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<tr>
<td>51.</td>
<td>Stabilization Matting BioNet SC150</td>
<td>Unit Cost SF</td>
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<tr>
<td>52.</td>
<td>Detectable Warning Surface (MD-655.40)</td>
<td>Unit Cost Lump Sum/EA</td>
<td></td>
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<tr>
<td>53.</td>
<td>Caulking- Furnish and Install</td>
<td>Unit Cost LF</td>
<td></td>
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<tr>
<td>54.</td>
<td>Pressure/Power Washing</td>
<td>Unit Cost SF</td>
<td></td>
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<tr>
<td>55.</td>
<td>Sandblasting</td>
<td>Unit Cost SF</td>
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<tr>
<td>56.</td>
<td>Painting</td>
<td>Unit Cost SF</td>
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<tr>
<td>57.</td>
<td>Pre-Cast Concrete Curb Stop Installed</td>
<td>Unit Cost EA</td>
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<tr>
<td>58.</td>
<td>Landscape Pressure Treated Timbers 6” x 6”</td>
<td>Unit Cost SF</td>
<td></td>
</tr>
<tr>
<td>59.</td>
<td>Silt Fence per MDE Detail 22</td>
<td>Unit Cost LF</td>
<td></td>
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<tr>
<td>60.</td>
<td>Super Silt Fence per WSSC Detail SC/2.0</td>
<td>Unit Cost LF</td>
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<tr>
<td>61.</td>
<td>Curb Inlet Protection per MDE Detail 23C</td>
<td>Unit Cost Lump Sum/EA</td>
<td></td>
</tr>
<tr>
<td>62.</td>
<td>Standard Inlet Protection per MDE Detail 23A</td>
<td>Unit Cost Lump Sum/EA</td>
<td></td>
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<tr>
<td>63.</td>
<td>At Grade Inlet Protection per MDE Detail 23B</td>
<td>Unit Cost Lump Sum/EA</td>
<td></td>
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<tr>
<td>64.</td>
<td>Tree Protection Fence Blaze Orange Plastic Mesh Detail 400</td>
<td>Unit Cost Per 1/LF</td>
<td></td>
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<tr>
<td>65.</td>
<td>Stabilized Construction Entrance per MDE Detail 24</td>
<td>Unit Cost LS/EA</td>
<td></td>
</tr>
<tr>
<td>66.</td>
<td>Sidewalk Ramps Parallel per MDOT Detail (MD 655.12)</td>
<td>Unit Cost LS/EA</td>
<td></td>
</tr>
<tr>
<td>67.</td>
<td>*42” Chain link fence black, fusion bonded, nine gauge (0.148 core), 2” mesh/Unit Cost LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>68.</td>
<td>*48” Chain link fence black, fusion bonded, nine gauge (0.148 core), 2” mesh/Unit Cost LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>69.</td>
<td>*60” Chain link fence black, fusion bonded, nine gauge (0.148 core), 2” mesh/Unit Cost LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>70.</td>
<td>*72” Chain link fence black, fusion bonded, nine gauge (0.148 core), 2” mesh/Unit Cost LF</td>
<td></td>
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</tr>
</tbody>
</table>
71. Georgia Buggy with Operator
   Unit Cost/Per Day

72. Backhoe Excavator with Operator
   Unit Cost/4 HRs Day

73. Backhoe Excavator with Operator
   Unit Cost/8 HRs Day

74. Pervious Concrete Pavement – Furnish and Install 6” per NRMCA
   Unit Cost/100 CY

(Unit Pricing Work Items 1-74) UNIT PRICE TOTAL EXHIBIT B $ B

*SITE TOTAL EXHIBIT A (page 39 of 63) $ A(FY18)

**SITE TOTAL EXHIBIT A1 (page 43 of 63) $ A1 (FY19)

GRAND TOTAL (A+A1+B) $

GRAND TOTAL IN WORDS: ________________________________
_____________________________________________________________________________________________________
_____________________________________________________________________________________________________

PROMPT PAYMENT DISCOUNT PERCENTAGE percentage per Invoice %

(Item 17, page 8 of 63)

Coefficient for Non Pre-Priced Work.
The following coefficient will be applied to prices for work or products that are not found in the unit pricing work. The value of the non pre-priced work will be multiplied by the bid coefficient of ________ to determine the final cost for the work.

* Base LF/Unit Cost of Chain Link Fence above on 100 Linear Feet installed.
PROJECT SCHEDULE
Contract planning work shall begin within ten (10) days of issuance of Purchase Order and shall be completed within one hundred eighty (180) calendar days thereafter. However, once started, the project shall be completed promptly and without interruption. Time is of the essence. Confirm your firm’s ability to meet the project schedule:

______________YES  ______________NO

INSURANCE
The contractor will be required to submit a certificate of insurance including endorsements and a waiver of subrogation in accordance with Insurance Requirements Pages 21 and 22.

Confirm your firm’s ability to submit the certificate of insurance, waiver of subrogation and endorsement documents as specified.  YES ______NO_______

Provide Warranty Information:  Materials must be warranted per manufacturer’s warranty. (The contractor’s warranty must cover all workmanship completed by the contractor for a period of no less than five (5) years).

SUBMITTALS
The following items shall be submitted with the bid:

a. Bid Proposal Form Pages 36-57 of this IFB, includes:
   i. Pricing pages,
   ii. Affidavit,
   iii. Contractor’s Information Report
   iv. References
b. Bid Bond in the amount of 5% of the work specified for FY18 A (page 39 of 63)
c. Any subcontractor information
d. Any Addenda that may have been issued for this IFB
The Bidder affirms and declares:

That the Bidder is of lawful age and that no other person, firm, corporation, or joint venture has any interest in this Bid or in the Contract proposed to be entered into.

That this Bid is made without any understanding, agreement or connection with any other person, firm, corporation, or joint venture making a Bid for the same purposes, and is in all respects fair and without collusion or fraud.

That the Bidder is not in arrears to the City of Rockville, upon debt or contract; is not a defaulter, as surety or otherwise, upon any obligation to the City of Rockville; and has not been delinquent or unfaithful in any former contract with the City of Rockville.

That no officer or employee OR PERSON WHOSE SALARY IS PAYABLE, IN WHOLE OR IN PART, BY THE City is, shall be or become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this Bid, or in the performance of the Contract, or in the supplies, materials, or equipment and work or labor to which it relates, or in any portion of the profits thereof.

That the Bidder has carefully examined the site of the work, and that from his own investigations, he has satisfied himself as to the nature and location of the work, the character, quality, and quantity of materials and the kind and extent of equipment and other facilities needed for the performance of the work, the general and local conditions and all difficulties to be encountered, and all other items which may, in all ways, affect the work or its performance.

The undersigned, as Bidder, also declares that he has carefully examined and fully understands all the component parts of the Contract Documents and agrees that he will execute the Contract and furnish the required Performance Bond and Payment Bond and will completely perform the work in strict accordance with the terms of the Contract and the Contract Documents therein referred to.

**SUB-CONTRACTING**

Vendors who will subcontract the delivery, installation, or any other portion of the work herein described will submit with their bids the following information:

1) A description of the items to be subcontracted, and
2) 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.

**ADDENDA**

Addenda will be posted on the City’s website (www.rockvillemd.gov). Plan holders are responsible for checking the City’s website periodically for all addenda.

Acknowledgment is hereby made of the following Addenda (identified by number) received since the issuance of this bid: 

THE BIDDER IS HEREBY NOTIFIED THAT THIS DOCUMENT SHALL BE SIGNED IN INK IN ORDER FOR THE BID TO BE ACCEPTED. BY SIGNING, THE BIDDER CERTIFIES THAT HE/SHE WILL COMPLY IN EVERY ASPECT WITH THESE SPECIFICATIONS.

**BID PROPOSAL FORM**

NAME OF BIDDER_________________________________________ RETURN THIS FORM IN DUPLICATE
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

__________________________________________
__________________________________________
City State Zip Code Fed ID or SSN

__________________________________________
(SEAL) ______________________________
Signature Date

__________________________________________
Print Signature

**WITNESS:**
__________________________________________
Signature

__________________________________________
Print Signature

**IF A PARTNERSHIP:**

**NAME OF PARTNERSHIP:**
__________________________________________

__________________________________________
Street and/or P.O. Box

__________________________________________
__________________________________________
City State Zip Code Fed ID or SSN

__________________________________________
(SEAL) ______________________________
Member Signature Date

__________________________________________
Print Signature

**TITLE:**
__________________________________________
**WITNESS:**
__________________________________________
Signature

__________________________________________
Print Signature

**BID PROPOSAL FORM**

**NAME OF BIDDER**
__________________________________________

RETURN THIS FORM IN DUPLICATE
IF A CORPORATION:

NAME OF CORPORATION: ____________________________________________

________________________________________________________________________
Street and/or P.O. Box

________________________________________________________________________
City State Zip Code Fed ID or SSN

STATE OF INCORPORATION: ____________________________________________

BY: ____________________________________________ (SEAL) ______________

Signature Date

________________________________________________________________________
Print Signature

TITLE: ___________________ WITNESS: ___________________
Secretary’s Signature

________________________________________________________________________
Print Signature

REMITTANCE ADDRESS (if different than above)

________________________________________________________________________
Street and/or P.O. Box

City State Zip Code

PHONE: ___________________________ FAX: ___________________________

E-MAIL ADDRESS: ___________________________

EMERGENCY SERVICE (24hr.) PHONE: ___________________________

EXCEPTIONS

All exceptions taken to the specifications contained in this document must be clearly indicated in the space provided below. Unless noted as an exception, the bidder will be held responsible for providing each component or standard called for.

The City Manager for the City of Rockville, Maryland retains the exclusive right to approve or reject any exception taken to the specifications contained in this bid. It is hereby agreed that if this bid is rejected due to an exception taken to a specification by the bidder, the rejection taken will be final and no further action may be taken.

Do you claim an exception to any specification to this bid? ___________________________

BID PROPOSAL FORM

NAME OF BIDDER ____________________________

RETURN THIS FORM IN DUPLICATE
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:

AFFIDAVIT OF QUALIFICATION TO CONTRACT WITH A PUBLIC BODY

1. Except as described in Paragraph 2 below, neither I nor the above firm nor, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the state, including any bi-county or multi-county entity), has:

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:
   (1) bribery, attempted bribery, or conspiracy to bribe.
   (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
   (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
   (4) a criminal violation of an anti-trust statute.
   (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
   (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
   (7) conspiracy to commit any of the foregoing.

B. pled nolo contendere to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

2. [State "none," or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any].

3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from contracting with a public body under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I acknowledge that this Affidavit is to be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded, and take any other appropriate action.

NON—COLLUSION AFFIDAVIT

1. Am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

2. Such bid is genuine and is not a collusive or sham bid

3. 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 Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of 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____________________________

Printed Name ___________________________________________ Date _____________________

BID PROPOSAL FORM

NAME OF BIDDER_________________________________ RETURN THIS FORM IN DUPLICATE
CONTRACTOR'S INFORMATION REPORT

In order to be considered for award the Bidder must complete in its entirety and submit the with the bid. The bidder must answer all questions. If a question does not pertain to the bidder's organization in any way, indicate that fact with the symbol N/A. 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.

Submitted by ______________________________  
Name of Firm: ________________________________________________________________  
Address ________________________________________________________________  
Phone No. __________________ Fax No. __________________  
E-Mail address ______________________ DUNS #: __________________  
Date ________________________________  

1. How many years has your organization been in business as a general contractor under your present business name? ________

2. How many years has your present organization been actively engaged in the type of work to be performed under this contract? ____________________________

3. Under what other or former names has your organization operated and dates of operation under those names?

4. If a corporation, answer the following:  
   Date of incorporation ____________________________  
   State of incorporation ____________________________  
   President's name: ____________________________  
   Vice-president(s) name: ____________________________  
   Secretary's name: ____________________________  
   Treasurer's name: ____________________________  
   
   If an individual or a partnership, answer the following:  
   Date of organization: ____________________________

5. Name and address of all partners (State whether general or limited partnership): ____________________________

6. List states and categories in which your organization is legally qualified to do business. Indicate registration or license numbers, if applicable. List states in which partnership or trade name is filed. ____________________________

7. List the construction experience of the principal individuals of your organization; give individual’s name; present position or office in the company; years experience; magnitude and type of work and in what capacity did the individual perform.
8. If this Contract is awarded to you, name the individual that will be resident superintendent and provide overall supervision for the project: ________________________________.

9. Give education and experience, stating previous contracts supervised and three references with telephone numbers. (At least five years experience on similar type of work and in similar capacity as proposed for this project.)

10. Provide a list of types of services that will be handled by your company (for example, asphalt, concrete or another product), and a list of services that will be subcontracted on this project.

11. Has your present organization, or a prior organization in which the same ownership existed, ever failed to complete any contract or subcontract awarded to it?  o No  o Yes  If answer is affirmative, give details.

12. Has your present organization, or a prior organization in which the same ownership existed, ever failed to complete on time, after allowance for authorized time extension, any contract or subcontract awarded to it?
   o No  o Yes  If answer is affirmative, give details.

13. Has your present organization, or a prior organization in which the same ownership existed, ever been refused the award of any contract on which the organization was low bidder in competitive bidding?
   o No  o Yes  If answer is affirmative, give details such as project name, amount of bid, amount of bid on which award was made, name of client rejecting bid, and reasons for the rejection.

14. List all lawsuits presently pending in which your organization or any other organization under the same ownership is a party to any litigation and whether or not it is the defendant in a criminal indictment, grand jury investigation or investigations by any administrative agencies.

15. List contracts performed by your organization (or a prior organization in which the same ownership existed) within the last five years, on which you or such prior organization became involved in litigation with the owner, or any subcontractor supplier, setting for the nature of the litigation and the results thereof.
REFERENCES

The City of Rockville reserves the right to reject bids from any company not meeting the minimum qualifications. The Bidder shall be a competent and experienced contractor with an established reputation within the community. The bidder shall have performed similar work for a minimum period of five (5) years. He shall furnish a representative list of five (5) projects involving work as specified, including the last 2 jobs completed.

The bidder shall have adequate technically qualified personnel employed within his organization to perform all phases of contract requirements. Ability to meet the foregoing experience requirements shall be considered by the City in determining the responsibility of the bidder.

The City may make such investigation, as it deems necessary to determine the ability of the Bidder to furnish the services. The City reserves the right to reject any bid if the evidence submitted by or investigation of such bidder, including past performance with the City of Rockville, fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and deliver the services herein.

1. Company Name________________________________________________________
Address:________________________________________________________________
Contact Person:____________________ Current phone #:________________________
Contract Amount____________________ Name of your project supervisor:__________
Scheduled completion date:__________ Percent complete: _______________________
Percent of work by own forces:__________
Description:________________________________________________________________

2. Company Name________________________________________________________
Address:________________________________________________________________
Contact Person:____________________ Current phone #:________________________
Contract Amount____________________ Name of your project supervisor:__________
Scheduled completion date:__________ Percent complete: _______________________
Percent of work by own forces:__________
Description:________________________________________________________________

3. Company Name________________________________________________________
Address:________________________________________________________________
Contact Person:____________________ Current phone #:________________________
Contract Amount____________________ Name of your project supervisor:__________
Scheduled completion date:__________ Percent complete: _______________________
Percent of work by own forces:__________
Description:________________________________________________________________
LIST THE LAST TWO CONTRACTS COMPLETED

4. Company Name________________________________________
   Address:______________________________________________
   Contact Person:_________________ Current phone #:__________
   Contract Amount____________________ Name of your project supervisor:________
   Scheduled completion date:____________ Actual completion date:____________
   Percent of work by own forces:________
   Description:_________________________________________  

5. Company Name________________________________________
   Address:______________________________________________
   Contact Person:_________________ Current phone #:__________
   Contract Amount____________________ Name of your project supervisor:________
   Scheduled completion date:____________ Actual completion date:____________
   Percent of work by own forces:________
   Description:_________________________________________
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)
(Should be president or vice-president. If other person is authorized, authorization in form of corporate resolution must be attached.)

Witness: ____________________________________________

*Corporate seal must be impressed through name of person signing for corporation.

For individuals or partnerships.

Name:______________________________________________ (Seal)

(Either owner or partner)

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.
CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we (1)__________________________
hereinafter call "Principal" and (3)__________________________
of____________________, State of____________________hereinafter called the "Surety",
are held and firmly bound unto (4) The Mayor and Council of Rockville, Maryland, hereinafter
called "Owner", in the penal sum of (100% of Contract Amount) _____________________ ($_______)
in lawful money of the United States, for the payment of which sum well and truly to be made, we
bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by
these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a
certain contract with the Owner, dated the ___ day of______________, 20___, a copy of which
is hereto attached and made a part hereof for the construction of: ______________________

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions, and agreements of said contract during the original term
thereof, and any extensions thereof which may be granted by the Owner, with or without notice to
the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall
fully indemnify and save harmless the Owner from all costs and damages which it may suffer by
reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which
the Owner may incur in making good any default, then this obligation shall be void; otherwise to
remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees
that no change, extension of time, alteration or addition to the terms of the contract or to the work to
be performed thereunder or the specifications accompanying the same shall in any way affect its
obligation on this bond, and it does hereby waive notice of any such change, extension of time,
alteration or addition to the terms of the contract or to the work or to the specifications.
CONTRACT PERFORMANCE BOND

PAGE 2

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IT WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the day of______________, 20__.

ATTEST

__________________________________________
Principal

__________________________________________
(Principal) Secretary

By _______________________________________(S)

__________________________________________
(Address)

__________________________________________
Witness as to Principal

__________________________________________
(Address)

ATTEST:

__________________________________________
Surety

By ________________________________________

__________________________________________
Attorney-in-Fact

__________________________________________
(Surety) Secretary

__________________________________________
(Address)

__________________________________________
Witness as to Surety

__________________________________________
(Address)

NOTE: Date of Bond must not be prior to date of Contract.

(2) Correct name of Contractor
(3) A Corporation, a Partnership or an Individual
(4) Name of Surety
(5) Name of Owner
(6) If Contract is Partnership, all partners should execute bond
CONTRACT PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we (1)__________________________
__________________________
a (2)__________________________
hereinafter called "Principal" and (3)__________________________
of__________________________, State of ______________________ hereinafter
called the "Surety", are held and firmly bound unto (4) The Mayor and Council, of Rockville,
Maryland, hereinafter called "Owner", in the penal sum of (100% of Contract Amount)________
Dollars ($__________) in lawful money of the United States, for the payment of which sum well
and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly
and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a
certain contract with the Owner, dated the ________ day of ________ 20____, a copy of which
is hereto attached and made a part hereof for the construction of:________________________

________________________________

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,
subcontractors, and corporations furnishing materials for or performing labor in the prosecution of
the work provided for in such contract, and any authorized extension or modification thereof,
including all amounts due for materials, lubricants, oil, gasoline, coal, repairs on machinery,
equipment and tools, consumed or used in connection with the construction of such work, and all
insurance premiums on said work, and for all labor, performed in such work whether by
subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and
effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and
agrees that no change, extension of time, alteration or addition to the terms of the contact or to the
work to be performed thereunder or the specifications accompanying the same shall in any way
affect its obligation on this bond, and it does hereby waive notice of any such change, extension
of time, alteration or addition to the terms of the contact or to the work or to the specifications.
CONTRACT PAYMENT BOND

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the ___ day of ________ 20___.

ATTEST:

__________________________________________  Principal

(Principal) Secretary  __________________________ (S)

______________________________ (Address)

______________________________ (Address)

Witness as to Principal

______________________________ (Address)

ATTEST:

______________________________ Surety

By __________________________ Attorney-in-Fact

______________________________ (Address)

______________________________ (Address)

Witness as to Surety

______________________________ (Address)

NOTE: Date of bond must not be prior to date of Contract

(1) Correct name of Contractor
(2) A Corporation, a Partnership or an Individual
(3) Correct name of Surety
(4) Correct name of Owner
(5) If Contractor is a Partnership, all partners should execute the bond