



City of Rockville
Rockville, Maryland

INVITATION FOR BIDS #28-25

POTOMAC VALLEY ROAD SIDEWALK PROJECT MWCOG Contract No. 19-064

**Bids Due by 2:00 P.M. EST
TUESDAY, JUNE 24, 2025**

ISSUED BY:

TJ Ellison, CPPB
Procurement Department
City of Rockville, City Hall
111 Maryland Avenue, 1st Floor
Rockville, Maryland 20850
Phone: (240) 314-8436
Fax: (240) 314-8439

ISSUED ON: May 23, 2025

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-V Outreach Program

It is the intent of the City of Rockville to increase opportunities for minority, female, disabled or veteran (MFD-V) 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, including subcontracting or mentoring opportunities. Suggested changes and MFD-V enhancements to this solicitation's requirements for possible consideration and/or inclusion in future solicitations are strongly encouraged. Any questions regarding MFD-V outreach or questions/concerns regarding the City's bidding process should be addressed to procurement@rockvillemd.gov or 240-314-8430.

5% Bid Bond Required



Statement of "No Bid Submittal"

If you do not intend to submit on this requirement, please complete and return this form prior to date shown for receipt of bids to the buyer listed in this IFB by **email only** to tellison@rockvillemd.gov.

I/WE HAVE DECLINED TO BID ON #28-25, titled **POTOMAC VALLEY ROAD SIDEWALK PROJECT** for the following reason(s): [Please place a check mark (✓) next to the reason(s) as applicable]

(✓)	Reason
	Proposal requirements too "restrictive".
	Insufficient time to respond to the Invitation for Bids.
	We do not offer this service.
	Our schedule would not permit us to perform.
	Unable to meet requirements.
	Unable to meet insurance or bond requirements.
	Scope of Services unclear (please explain below).
	Other (please specify below).

REMARKS:

Are you a Minority, Female, Disabled, or Veteran-Owned (MFD-V) business? _____ Yes _____ No

Company Name: _____

Mailing Address: _____

Telephone Number: _____ Email Address: _____

Authorized Signatory

Printed Name

Title

Date

CITY OF ROCKVILLE
ROCKVILLE, MARYLAND

INVITATION FOR BIDS #28-25
POTOMAC VALLEY ROAD SIDEWALK PROJECT

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City of Rockville

IFB #28-25
POTOMAC VALLEY ROAD SIDEWALK PROJECT

Submittal Checklist and Signature

This page must be completed and submitted with your bid. Failure to submit this page shall deem your bid non-responsive.

_____ Responses shall be submitted electronically via the City's Collaboration Portal no later than the due date and time as shown in this solicitation.

[Contract Insight - Collaboration Portal \(rockvillemd.gov\)](http://rockvillemd.gov)

_____ Did an authorized company representative sign the bottom portion of this of this page?

_____ Has a copy of a bid bond in the amount of 5% of the total bid been attached to this submittal?

_____ Did an authorized representative complete Section V: Bid Pricing?

_____ Did an authorized representative sign the Affidavit form?

_____ If you are an entity (limited liability partnerships, corporations, limited partnerships, limited liability companies, limited liability limited partnerships, business trusts, real estate investment trust and trade name filings), is the legal name of your company listed with the State of Maryland Department of Assessments and Taxation and in good standing? You may check by going to
<https://dat.maryland.gov/Pages/default.aspx>

_____ Did you check the City's Collaboration Portal for any addenda and include a signed copy of each with your response?

Note: The City will no longer generate check payments to awarded vendors. Electronic payments will only be issued. If your company is selected, you shall be required to complete and submit an ACH application prior to award of a contract/purchase order.

PAYMENT TERMS: NET 30 DELIVERY: _____ DAYS AFTER RECEIPT OF ORDER

PROMPT PAYMENT DISCOUNT: ____% FOR PAYMENT WITHIN ____ DAYS

COMPANY LEGAL NAME: _____

ADDRESS: _____

SUBMITTED BY: _____
SIGN YOUR NAME DATE

PRINT YOUR NAME

TELEPHONE# _____ FAX # _____

E-MAIL ADDRESS: _____ FEDERAL ID#/OR SS# _____

For informational purposes only – Is your company certified as a Minority, Female, Disabled, or Veteran-Owned (MFD-V) business: ____ yes ____ no ____ I choose not to respond

INVITATION FOR BID #28-25 POTOMAC VALLEY ROAD SIDEWALK PROJECT

SECTION I: PROJECT OVERVIEW

SECURED BIDS will be received electronically via a City designated bid receipt software solution until 2 P.M. EST on June 24, 2025. The bidder assumes full responsibility for the timely delivery of a bid via the designated solution. Bids delivered in any other fashion will not be considered. Properly submitted bids will be opened in a virtual environment after the time set for receipt of bids and will be read aloud via a City telepresence software solution at the phone number and/or web address provided by the City and contained within this solicitation.

Submission of a bid electronically is consent by the bidder to conduct any or all elements of the procurement by electronic means, in accordance with the terms of this invitation for bids.

Bids presented after the bid receiving deadline will not be received for any reason. The official time clock for receiving bids will be that of the City's third party software solution provider's computer server system.

ATTENTION: BIDDERS ARE HEREBY NOTIFIED THAT THE CITY'S THIRD PARTY SOFTWARE SOLUTION PROVIDER'S COMPUTER SERVER TIME MAY DIFFER FROM THAT OF OTHER ELECTRONIC DEVICES, COMPUTER SOFTWARE AND COMPUTER HARDWARE THAT MAY BE USED TO ELECTRONICALLY SUBMIT THE BID. BIDDERS ARE RESPONSIBLE FOR ALLOWING ADEQUATE TIME TO SUCCESSFULLY DELIVER THE BID TO THE REQUIRED ELECTRONIC LOCATION BY THE REQUIRED TIME.

PROJECT DESCRIPTION

IFB #28-25 Potomac Valley Road Sidewalk Project is for the construction of a concrete sidewalk on the north side of Potomac Valley Road between Falls Road and New Mark Esplanade, and other associated work as shown on the Contract Drawings and included in these specifications.

The project consists of supplying the materials, labor, equipment, tools, and services for the Potomac Valley Road Sidewalk Project as specified in the contract documents. The scope of work includes but is not limited to the following:

- Remove trees and stumps;
- Provide and maintain erosion and sediment control and tree protection measures at all times throughout the construction period;
- Construct conventional concrete, pervious concrete and flexipave sidewalk;
- Construct concrete curb and gutter;
- Construct storm drain structures and pipes;
- Construct retaining wall structures;
- Restoration of all disturbed areas;
- Landscaping including the planting of trees.

PROJECT TIMING/COMPLETION

This contract will begin 10 working days from the date of issuance of a notice to proceed. All work shall be completed within 200 calendar days of the date of issuance of the notice to proceed.

PROJECT CLASSIFICATION

The estimated cost/classification of this project is within the range of \$500,000 to \$1,000,000 (Class C). This range is in accordance with project classifications established by the State of Maryland DGS.

PROPOSED SCHEDULE (ESTIMATED TIMELINE)

- A. IFB release date – May 23, 2025
- B. Pre-Bid Conference – June 3, 2025, at 2:00 P.M. EST
- C. Questions Due – June 6, 2025, at 2:00 P.M. EST
- D. IFB closing date – June 24, 2025, at 2:00 P.M. EST**

PRE-BID MEETING

A virtual, telepresence pre-bid meeting will be held on June 3, 2025, AT 2:00 P.M. EST. Bidders must register below in order to attend the meeting. This meeting is not mandatory; however, bidders are strongly encouraged to attend. Individuals interested in viewing the vicinity of the work are encouraged to do so independently, and in a socially distanced manner, prior to the pre-bid meeting. Bidders shall assume complete responsibility and liability for any and all visits.

Register for Virtual Pre-Bid Meeting Here: [Register](#)

DEADLINE FOR QUESTIONS

Questions pertaining to this bid may be directed to TJ Ellison via the City's Collaboration Portal only at <https://contracts.rockvillemd.gov/gateway/Default.aspx> no later than **June 6, 2025 at 2:00 P.M.** Oral answers to questions relative to interpretation of specification or the bid process will not be binding on the City.

SUBMISSION

All bid forms and documents must be electronically filled out, signed and submitted **via one combined pdf document** using the City's Collaboration Portal only at:

<https://contracts.rockvillemd.gov/gateway/Default.aspx>

At a minimum the file name of the pdf document must contain the Bid Number, Bidders Name and Bid Due Date.

Instructions for uploading bid documents can be found within the Vendor Client User Manual and Quick Reference Guides in the Collaboration Portal under document library

A virtual, telepresence bid opening will be held a few minutes after the bid submittal due date and time. Individuals interested in attending the virtual bid opening must register below:

Register For Virtual Bid Opening Here: [Register](#)

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 bidders, 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 bids or if the lack of such information would be detrimental to the uninformed offeror. Such addendums, if issued, will be posted at the City's Collaboration Portal listed below:

<https://contracts.rockvillemd.gov/gateway/Default.aspx>

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

ENVIRONMENTAL IMPACT

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

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."

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.

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.

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.



CITY OF ROCKVILLE, MARYLAND

SECTION II: GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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 virtual, telepresence 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 electronically, in a pdf format file, via a City designated bid receipt software solution. File name of the pdf document must contain the Bid Number, Bidders Name and Bid Due Date. 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 filled out and submitted electronically. 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 electronic or scanned 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 via the designated electronic, software solution. Bids delivered in any other fashion will not be considered. All bids will be publicly opened in a virtual environment after the time set for receipt of bids and read aloud via a City telepresence software solution. Bidders may attend bid openings at the phone number and/or web address provided by the City.
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 via the city's designated electronic, software solution

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 via a City telepresence software solution. A tabulation of bids received are posted using the City's designated electronic software solution.
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 electronically withdrawn (deleted) or modified by deleting the initial file uploaded and replacing it with a modified file using the City's electronic, software solution 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.

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:

<https://www.rockvillemd.gov/documentcenter/view/36407>

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 thirty (30) 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 uploaded/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 an electronic copy of 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, where the original security instrument must be mailed to City of Rockville, Procurement Division, 111 Maryland Avenue, Rockville, Maryland 20850, referencing the solicitation number. AIA Bond forms are acceptable. Bonds must be issued by a surety licensed to do business in the State of Maryland. The City reserves the right to disqualify any bid, in any instance, where the City cannot locate the mailed, original security instrument. The City shall not be liable for any certified checks it cannot locate, or in any instance where a certified check is cashed by any individual not employed by the City of Rockville. 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 electronically deliver to the City the required Agreement and Bonds, where two (2) sets of the original agreement and original bonds must be mailed to City of Rockville, Procurement Division, 111 Maryland Avenue, Rockville, Maryland 20850.

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. The City shall not be liable for any certified checks it cannot locate, or in any instance where a certified check is cashed by any individual not employed by the City of Rockville.

Failure of the successful bidder to execute the agreement and supply both the electronic versions and original versions of the required forms within fifteen (15) calendar days shall constitute a default. Any instance where the City cannot locate the mailed versions of the agreement or bonds shall also 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, notwithstanding 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:

1. Maryland Department of Transportation, State Highway Administration, "Standard Specifications for Construction and Materials" (Maryland Department of Transportation, State Highway Administration), dated January 2008 and all errata and addenda thereto. MDSHA Book of Standards for Highway and Incidental Structures.
2. Montgomery County Department of Transportation "Montgomery County Road Construction Code and Standard Specifications."
3. Standard Specifications of WSSC dated July 2005.
4. Montgomery County Department of Transportation "Design Standards" August 1991.
5. Maryland Dept of the Environment "1994 Standards and Specifications Soil Erosion and Sediment Control"
6. The U. S. Department of Transportation, Federal Highway Administration, "Manual on Uniform Traffic Control Devices" latest edition.
7. Montgomery County Noise Ordinance.

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 have failed 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 in person or virtually 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 is to 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 of the fact that it shall have been necessary to carry on the work in different sequence from that which the Contractor may have contemplated. The Contractor shall immediately comply with any and all orders and instructions given by the Project Manager, but nothing herein

contained shall be considered such an assumption of control over the work by the City or the Project Manager as to relieve the Contractor of any obligations or liabilities under the contract.

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** Contractor warrants that it does not and shall not hire, recruit or refer for a fee, for employment under the Contract, an individual knowing the individual is an unauthorized individual 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. Contractor further assures 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** The Contractor will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), ancestry, color, national origin, race, ethnicity, religion, disability, genetics, marital status, pregnancy, presence of children, gender, sexual orientation, gender identity or expression, or veteran status. 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. Contractors must also include the same nondiscrimination language in all subcontracts.

If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts that subcontractors will not discriminate against any employee or applicant for employment in the manner described above, 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 governing body of the City of Rockville or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City Council, Rockville, Maryland has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this

contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.

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 assent in writing of the Owner or Licensee of such Letters of Patent and file the same with the City.
- The said assent is to 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 undertakes to do in full compliance with the contract documents together with any authorized alterations, special provisions and supplemental agreements.
69. **MEASUREMENT OF WORK AND MATERIAL** The work and material to be paid for will be measured and determined by the Project Manager according to the specifications and drawings, and the working lines that may be given. No allowance will be made for any excess above the quantities required by the specifications, drawings and lines on any part of the work, except where such excess material has been supplied or work done by order of the Project Manager and in the absence of default or negligence on the part of the Contractor. Should the dimensions of any part of the work or of the materials be less than those required by the drawings or the directions of the Project Manager, only the actual quantities placed will be allowed in measurement.

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 is to 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 is to 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 hereto before been paid to the Contractor under the provision of the Contract and also such amounts as the City has or may be authorized under the Contract to reserve or retain.

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 Contract Documents, that all work will be in accordance with the Contract Documents, and that all work will be of good quality, free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

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 (if applicable)** 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-11 and 6E-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, re-grading, 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 MDSHA 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 01000-10-1 l(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 is to 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.

**INVITATION FOR BIDS #28-25
POTOMAC VALLEY ROAD SIDEWALK PROJECT**

SECTION III: SPECIAL TERMS AND CONDITIONS

These Special Provisions are hereby made a part of the contract. In case of conflict with the terms and conditions or the Specifications of the City of Rockville, Montgomery County Government, the Washington Suburban Sanitary Commission, the Maryland State Highway Administration, the Maryland Department of the Environment or the Montgomery Soil Conservation District, the Special Provisions shall govern.

POINT OF CONTACT

To ensure fair consideration for all Bidders, the City prohibits communication to or with any department, elected official or employee during the submission process, other than the Procurement Division, regarding the requirements for this submittal. Any such contact may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

All inquiries concerning clarifications of this solicitation or for additional information shall be submitted via the City's Collaboration Portal.

All responses to questions/clarifications will be sent to all prospective Bidders in the form of a written addendum. Material changes, if any, to the scope of work, or bid procedures will also be transmitted by written addendum.

MINIMUM QUALIFICATION REQUIREMENTS

At a minimum, Bidders must provide written evidence (through references) of five (5) years prior experience with the scope of work as detailed in the specifications.

If the bidder intends to subcontract any or part of the work, then the bidder must identify and include references for each qualified subcontractor, together with a description of the proposed subcontract work. This evidence shall be submitted with the bid, or the City, at its discretion, may determine the bid to be unresponsive. The City reserves the right to require references for such subcontractors.

The City shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform the work and reserves the right to request additional information. The right is reserved to reject any bid where an investigation of the evidence or information submitted by such Bidder does not satisfy the City that the Bidder is qualified to properly carry out the terms of the Bid Document.

ESTIMATED QUANTITIES

No warranty is given or implied by the City as to any components listed in this Bid and are considered to be estimates for the purpose of information only. The City reserves the right to accept all or any part of the bid and to increase or decrease quantities of Bidder's bid to meet additional or reduced requirements of the City.

ADDITIONAL ITEMS/DUTIES

The City may require additional items/duties of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items/duties, and shall provide the City prices on such additional items or duties based upon a formula or method which is the same or similar to that used in establishing the prices in the bid. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to purchase those items from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

EXCEPTIONS

An exception is any condition, limitation, restriction, term or other deviation from the requirements of the Invitation for Bids that is a condition of the bidder's bid or that the bidder expects to become part of a contract with the City. Bidders are strongly discouraged from taking exceptions to the requirements of the Invitation for Bids. Exceptions may result in the City declaring the bidder's bid to be non-responsive. Any exceptions taken must refer to the specific language of the Invitation for Bids to which the bidder objects and must be included with the bid on a separate page. The City shall be entitled to assume that the absence of any exceptions constitutes the bidder's willingness to comply with all requirements of all parts of the Invitation for Bids.

COMPLETE INFORMATION REQUIRED ON BID FORM

All bids must be submitted on the attached Bid Form with all sections completed. To be considered a valid bid, the bid form pages and required forms must be returned, properly completed, as outlined in the General Conditions.

INSURANCE REQUIREMENTS

Prior to 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 electronically submit to the Procurement Division 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:

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. Workers' Compensation 2. Employers' Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$500,000 policy limits Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: <i>WC 00 03 13 Waiver of Our Rights to Recover From Others</i> Endorsement – signed and dated.
3. Commercial General Liability a. Bodily Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury		cancellation or material change in coverage. CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.
4. Automobile Liability a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	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.
5. Excess/Umbrella Liability	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
6. Professional Liability (if applicable)	Each Occurrence/Aggregate: \$1,000,000	

POLICY CANCELLATION

No change, cancellation or non-renewal shall be made in any insurance coverage without thirty (30) days written notice to the City's Procurement Division. The Contractor shall electronically 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 the 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

If applicable, all subcontractors shall meet the requirements of this section before commencing work. In addition, the Contractor shall include all subcontractors as insured 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.

Example:

Certificate Holder
The Mayor and Council of Rockville
City Hall
111 Maryland Avenue
Rockville, MD. 20850

COOPERATIVE PROCUREMENT

The Contractor may extend all of the terms, conditions, specifications, and unit or other prices of any award resulting from this solicitation to any and all other public bodies, subdivisions, school districts, community colleges, colleges, and universities. The City assumes no authority, liability or obligation, on behalf of any other public entity that may use any contract resulting from this solicitation.

LICENSE AND SUPPORT AGREEMENTS

In the event a bidder or manufacturer requires an agreement to be signed the agreement must be returned with the bid for review prior to any subsequent award. The City reserves the right to refuse consideration of an agreement and may hold the bidder to any agreement entered into as a result of a purchase order being issued as a result of this IFB without prior knowledge that the bidder and/or manufacturer will require an additional document, contract or agreement to be executed.

CONTRACT TERM

This contract will begin 10 working days from the date of issuance of a notice to proceed. All work shall be completed within 200 calendar days of the date of issuance of the notice to proceed.

NOTICE TO PROCEED AND COMPLETION SCHEDULE

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

The Contractor shall provide a bar-chart schedule at the Project Kick-Off Meeting or at such time as directed by the Chief, Construction Management, but not more than once per month or with any change order. In addition, the contractor shall verbally provide updates to the Project Inspector as requested.

CONSTRUCTION WORK HOURS

Work is permitted between 7:00 am to 5:00 pm, Monday through Friday. Working outside of these hours must first be approved by the City. Closing lanes on any street, other than secondary residential (generally 26' in width) shall be limited to 9:00 am to 3:30 pm Monday through Friday. No work shall be permitted outside these hours unless written approval is obtained from the Chief, Construction Management Division or his designee. This also applies to construction related activities such as dewatering or pumping where construction crews may not be on site.

CONTRACT DOCUMENTS

In addition to the requirements of GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, Item No. 40, in the case of discrepancies in the Contract Documents and need for interpretation, the documents shall be given precedence in the following order:

- Change Orders
- Addenda
- Drawings

- Special Provisions
- Technical Specifications
- General Conditions and Instructions to Bidders (City of Rockville)
- Standard Details by others
- City of Rockville Standard Details for Construction
- Applicable Standards listed below

APPLICABLE STANDARDS

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

- City of Rockville Standards and Details for Construction, dated January 1988.
- Washington Suburban Sanitary Commission, General Conditions and Standard Specifications, latest edition.
- Current Montgomery County Department of Public Works and Transportation Design Standards
- Current Montgomery County Department of Permitting Services, Water Resources Division, Standard Details
- MSHA "Standard Specifications for Construction and Materials" dated May 2017 including all errata and addenda thereto and additions included in these special provisions.
- MDE, WMA and SCS 2011 Maryland Standards and Specifications for Soil Erosion and Sediment Control
- American Society for Testing and Materials, "ASTM Standards", latest edition.
- American Water Works Association Standards (AWWA Standards), latest edition
- American Association of State Highway and Transportation Officials, "AASHTO Standards", latest edition
- American Concrete Institute (ACI) Standards, latest edition.

PERMITS

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

- City of Rockville Forestry Permit- This City permit is issued by the Department of Community Planning & Development Services and is attached in Appendix B;
- City of Rockville Sediment Control Permit- This City permit is issued by the Department of Public Works and is attached in Appendix B;
- City of Rockville Stormwater Management Permit- This City permit is issued by the Department of Public Works and is attached in Appendix B;

The Contractor is responsible for all reporting, inspection requests, documentation and notifications associated with these permits. Compensation for implementation of the requirements of the above permits is to be included in appropriate bid items and no special compensation will be made.

PROJECT KICK-OFF MEETING AND PRE-CONSTRUCTION MEETINGS

Upon issuance of the Notice to Proceed, the City may arrange a project kick-off meeting with all appropriate City staff and the Contractor. This will be an office based meeting to review the project requirements. The City will decide which City staff will attend. The Contractor shall arrange any pre- construction meetings required by associated permits. These pre-construction meetings shall be held on the project site between the Contractor, the design engineer's representative, and appropriate City staff, including the Chief, Construction Management, Project Inspector, Sediment Control Inspector, and Engineering Project Manager.

EMERGENCY CONTACT INFORMATION

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

PUBLIC UTILITIES

Comply with MDSHA Specifications under Sections GP 5.05, and GP 7.17 regarding public utilities.

It shall be the Contractor's responsibility to cooperate to the fullest extent possible with the utility owners in their work of adjusting the existing utilities to suit the proposed construction under this contract. All utilities, unless provided for on the contract drawings, shall be relocated or constructed by their respective owners.

The location of existing utilities shown on the plans and profiles are approximate only and it shall be the Contractor's responsibility to determine the exact location of the utilities prior to commencing work in all areas of possible conflict. All test pits must be completed in coordination with the City and the affected utility companies. The existence of utilities other than those shown on the plans is not known. If, during construction operations, the Contractor should encounter additional utilities, he shall immediately notify the City and take all necessary and proper steps to protect the continuance of service of such facilities. The Contractor shall notify the utility owner and City when previously unknown or different utilities are encountered. The Contractor shall support and protect existing utilities whether or not shown on the plans at no additional cost to the City. The Contractor shall not receive compensation for the temporary relocation of or temporary installation of utilities that are constructed for the convenience of the Contractor.

In case of any damage to utilities by the Contractor, either above or below ground, the owner shall be immediately notified. The Contractor shall arrange for restoration of such utilities to a condition satisfactory to the utility company at the Contractor's entire cost and expense.

The Contractor shall take into consideration when preparing his bid the costs associated with the coordination during construction with various utility companies for any relocation or installation by the utility companies which may be necessary in areas within, or adjacent to, the limits of his contract. No additional compensation or time extensions will be allowed the Contractor for work interruptions, changes in construction sequences, changes in methods of handling excavation and drainage, and changes in types of equipment used, made necessary by others performing work within, or adjacent to, the limits of this contract. The contract time as stated in this contract includes the time needed for utility adjustments and no extension of time will be granted for delays caused by utility adjustments. All other expenses likely to be incurred by the Contractor as a result of working around and protecting utilities, as well as cooperating with the owners of same during the relocating of such facilities, will not be measured or compensated for under any stipulated pay item.

CONTACTS

The following utility companies and City departments may be affected by this project. It shall be the Contractor's responsibility to notify all utilities and/or City departments and coordinate his construction operations with them to avoid unnecessary delays.

- City of Rockville Forestry Division Ms. Paula Perez 240-314-8705
- City of Rockville
Chief, Construction Management
Dan Stevens 240-314-8552
- City of Rockville
Operations & Maintenance Superintendent

- Mr. John Holida 240 -314-8576
- City of Rockville Project Inspector Mr. Dan Stevens 240-314-8552
- City of Rockville Sediment Control Inspector Heather Gewandter 8873 240-314-8873
- City of Rockville
Traffic and Transportation Project Manager
Ms. Jennifer Wang
240-314-8506
- City of Rockville Water and Sewer Utilities 240-314-8567
- MISS UTILITY
1-800-257-7777 or 811
- Transcontinental Gas
410-465-0960
- Comcast Cable TV
301-938-4325
- Verizon
- Washington Gas
- Washington Suburban Sanitary Commission
301-206-8396
- Pepco
301-670-8700

For Locations of Utilities, call "MISS UTILITY", at 811, 1-800-257-7777 or <http://www.missutility.net/>
Before interfering with any utility service, the Contractor shall notify the affected utility companies and affected property owners in advance, and coordinate any required service interruption with the owner and City. For any water service shut-down, the Contractor must provide at least 21 calendar days' notice such that the City can provide proper notification.

The Contractor shall be responsible for contracting Miss Utility for the location of all utilities prior to the start of work.

PROTECTION OF WORK, PROPERTY AND PERSONS

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

SITE ACCESS

Access to the site is by public streets and thoroughfares. After the completion of the project, all roads, driveways, parking lots, sidewalks, landscaping, fences, utilities, structures, buildings, lawns and other facilities not designated for removal, relocation or replacement that are damaged by the Contractor's actions shall be restored to the same condition or better. Prior to any construction activities, it is the Contractor's responsibility to document any existing damage or conditions indicative of substandard facilities. Costs associated with this work shall be included with the appropriate Pay Item.

Access to parks, easements across private property and other City-owned property in wooded areas must be coordinated with the City and the private property owners prior to the Contractor entering the property.

ACCESS TO ADJACENT PROPERTIES

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

ENTERING PRIVATE PROPERTY TO PERFORM WORK

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

PRESERVATION AND RESTORATION OF PROPERTY, & MONUMENTS

The Contractor is to carefully examine the plans provided with the contract drawings to ensure a clear understanding of the private property limits and work limits. The Contractor shall not enter upon private property for any purpose without first obtaining permission from the City and written permission from the property owner. The Contractor shall be responsible for the preservation of all public and private property, including but not limited to plants (trees, shrubs, and seasonal vegetation), lawns, walks, fences, pavements, roadways, utilities, structures, buildings, playgrounds and park facilities not designated for removal, relocation, or replacement, along and adjacent to the work areas, and shall use every precaution necessary to prevent damage or injury thereto. The Contractor shall take suitable precaution to prevent damage to underground or overhead public utility structures and must protect carefully from disturbances or damages all land monuments and property markers until the Project Inspector has witnessed or otherwise referenced their locations. All disturbed monuments and markers must be reset to their correct location by the Contractor at no additional compensation.

The Contractor shall be responsible for all damages or injury to public or private property of any character during the prosecution of the work, resulting from any act, omission, neglect or misconduct in his manner or method of executing said work satisfactorily, or due to the non-execution of said work, or at any time due to defective work or materials. When or where any direct or indirect damage or injury is done to public or private property or on account of any act, omission, neglect or misconduct in the execution of the work or in consequence of the non-execution thereof on the part of the Contractor, the Contractor must restore, at its own expense, such property to a condition similar or equal to rebuilding or otherwise restoring as may be directed by the City, or he shall make good such damage or injury in an acceptable manner. In case of the failure on the part of the Contractor to restore such property in a reasonable amount of time, or make good such damage or injury the City may, upon 24 hours' notice, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due the Contractor under this Contract. City crews or another Contractor may accomplish said work.

After the completion of the project, all plants (trees, shrubs, and seasonal vegetation), lawns, walks, fences, pavements, roadways, utilities, structures, buildings, playgrounds and park facilities and other facilities not designated for removal, relocation or replacement that are damaged by the Contractor's actions shall be restored to the same condition or better. Prior to any construction activities, it is the Contractor's responsibility to document any existing damage or conditions indicative of substandard facilities. The Contractor shall provide pre-project photographs or videotape of the project work areas to the DPW Project Inspector. Costs associated with this work are incidental to the work and no specific payments will be made.

All of the requirements outlined above shall be considered incidental to this contract and no special compensation shall be paid.

SITE CONDITIONS

The Contractor shall visit each work site prior to performing the work to verify the existing conditions.

CONTRACTORS STAGING AND STORAGE

The Contractor will establish temporary staging areas as approved by the City. Cleanup of each staging area shall occur daily. Contractor shall cover topsoil, stone, and aggregate stockpiles with tarps to prevent sedimentation of the street.

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

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

TEMPORARY UTILITIES

The Contractor shall pay all fees, obtain necessary permits, and have meters installed for temporary utilities as may be required for the prosecution of this contract. As needed, the Contractor through direct local arrangements must obtain temporary electric service for the purpose of this contract with the electric company, PEPCO. The Contractor shall furnish and install all necessary temporary service drops, wiring, connections, etc., necessary for temporary service required by the Contractor. All costs associated with any temporary electric service required by the Contractor are considered incidental to other pertinent pay items. This item shall not be measured for payment.

The Contractor shall, at the beginning of the project, provide on the premises suitable temporary sanitary toilet facilities in accordance with the GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS. The City shall approve the location of the sanitary toilet.

CONSTRUCTION STAKEOUT AND AS-BUILTS

Construction Stakeout shall be in accordance with Section 107 of the Maryland Department of Transportation, State Highway Administration's Standard Specifications for Construction and Materials, dated May 2017, with the following exceptions:

The Contractor shall perform all construction stakeouts. The Contractor shall complete project as shown on approved plans. The City will not provide any construction stakeout for this project. Contractors are to use benchmark and layout information as shown on the plans. Construction stake out and as-builts do not need to be completed by a licensed surveyor.

The Contractor shall provide as-built information. One set of redline as-builts shall be maintained and kept on-site at all times. Any deviations from approved plans shall be marked, in red, on the as-builts. As-built information shall consist of any deviation to the approved plan such as grading limits, slopes, pipe invert elevations, types/length/height of restoration features, and any modifications to typical details. As-built requirements do not include any topographic survey.

Upon completion of project, submit as-builts for approval. Retainage shall not be released until as-builts are approved. The costs for stakeout shall be per the pay item and the cost for as-builts shall be considered incidental to the work and no specific payments will be made.

A copy of the Department of Public Works As-built Plan Requirements is attached in Appendix C. The City will provide an electronic CAD file of the plans for the Contractor. The Contractor must complete an agreement for receipt of the electronic file.

AERIAL ELECTRIC LINES

The Contractor shall be aware that State law requires that a 10-foot radial clearance shall be maintained for all construction equipment and materials in relation to electric lines carrying 750 volts or more. Because the State law is more stringent than the Federal laws, the State law shall be considered the minimal distance.

NOISE CONTROL MEASURES

All work must comply with the noise ordinance requirements for Montgomery County. A copy of the ordinance enforced by the Department of Environmental Protection (DEP) is attached to these contract documents in Appendix A for observation and compliance. With City approval, the Contractor may request a waiver through Montgomery County. The Contractor is fully responsible to submit the request and comply with any conditions of the waiver approval. The Contractor shall consider the processing time of this request, which includes a public notice element, when scheduling their work.

WATER POLLUTION CONTROL MEASURES

The Contractor shall not discharge or permit discharge into the waters, canals, ditches, or drainage system any fuels, oil, bitumen, garbage, sewage or other materials which may be harmful to fish, wildlife or vegetation or that may be detrimental to outdoor recreation. The Contractor shall be responsible for investigation and complying with all applicable federal, state and local laws and regulations governing pollution of water. All work under this Contract shall be performed in such a manner that objectionable conditions will not be created in waters through or adjacent to the project areas.

AIR POLLUTION CONTROL MEASURES

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

Burning will not be permitted.

ENVIRONMENTAL PROTECTION MEASURES

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

EROSION AND SEDIMENT CONTROLS

The Contractor is responsible for adhering to the City's laws and ordinances regarding sediment control. The Contractor shall be responsible for coordinating all work, and for notifying the City:

- Upon installation of all erosion and sediment control devices to schedule a "Notice to Proceed" inspection prior to commencing work.
- Prior to removing sediment control devices; and
- Upon completion of final grading, establishment of ground covers and approved land stabilization.
- During the progression of all work, the Contractor shall make periodic inspections and maintain sediment control devices, including cleaning and routine maintenance as directed or necessary, to insure that the intended purpose is accomplished. Under no circumstances shall sediment be allowed to enter private properties, stormdrains, or City waterways.

When directed in the field by the Project Inspector, the Contractor shall be required to make adjustments in location and/or increase or decrease quantities of sediment control measures and provide temporary stabilization measures.

All sediment control measures shall be installed and maintained as shown on the Contract Documents, approved plans and details per latest City of Rockville Standards, Maryland Department of the Environment's 2011 Maryland Standards and Specifications for Soil Erosion and Sediment Control, in compliance with the MDE/WMA Notice of Intent (NOI) General Permit for construction activities, and as directed by the Project Inspector. Please refer to Maryland Department of Transportation, State Highway Administration's Specifications entitled, "Standard Specifications for Construction and Material" dated May 2017, revisions thereof, or additions thereto. Comply with MSHA specifications section 308.02 Material and section 308.03 Construction.

Furnish and install temporary erosion and sediment controls. The Contractor is to protect the integrity of the erosion control measures installed. The erosion control measures shall be provided until such times as the temporary ground cover is sufficiently developed and the Project Inspector gives written authorization to remove said measures. The Contractor shall comply with all local, state and federal laws, ordinances, and regulations pertaining to erosion, sediment and pollution control, including those promulgated by the State of Maryland, and shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses resulting from such work.

The Contractor shall have an employee present on site at all times who has met the requirements for certification of the Responsible Personnel training in erosion and sediment control according Maryland State Law. This employee shall have sufficient authority to install, maintain, adjust or otherwise implement approved sediment control measures.

The Contractor shall take all measures to control erosion and sedimentation at construction site, including borrow and waste areas and temporary access roads, and at off-site areas especially vulnerable to damage from erosion and sedimentation. All erosion and sediment control measures will be subject to approval by the City. All erosion and sediment control measures shall be implemented prior to any construction occurring. All temporary erosion and sediment control measures shall be removed within thirty (30) days after completion of construction and establishment of permanent erosion control.

Work shall be scheduled so that areas subject to erosion are exposed for the shortest possible time. Only those trees, shrubs and grasses shall be removed that are necessary for construction as designated by the forest conservation plan and/or approved plans; those remaining shall be protected to preserve their aesthetic and erosion control values. Temporary on-site structures and buildings shall be located to preserve the existing landscape and to minimize erosion, including that from construction traffic. If practicable, work shall be scheduled in seasons when erosion is less of a hazard, particularly for sites with steep slopes and erodible soils.

Temporary protection shall be required for disturbed areas until final grading is completed and permanent vegetation is established, and shall consist of planting temporary grass cover or other vegetation when feasible. Other short-term protection shall include covering disturbed areas, stockpiles, and topsoil piles with a mulch of hay, straw or wood chips, stabilizing with netting, or covering with plastic sheets. Graded slopes and fills shall be limited to an angle and to lengths that will maintain stability and allow easy maintenance. Construction equipment shall not be operated in a way to make the land more susceptible to erosion, such as leaving tracks up and down slopes. Access roads shall be located and constructed so as to prevent erosion.

Controls for surface water runoff shall be constructed as early as possible to prevent the formation of gullies or rills. These controls shall be maintained during the entire construction period or until permanent storm

drains/revetments are completed. Diversion channels or berms, slope drains, flow barriers, dikes or other structures, which retard or spread water flow, shall control runoff. Compacted embankments, ditches, furrows or temporary diversions across slopes shall be provided to intercept runoff before it reaches erodible areas. Diversions and drains shall be directed into stabilized areas where the discharge can be spread out and dissipated.

If unusually intense storms cause planned control measures to fail, prompt restoration and cleanup of sediment deposits shall be made, including damage to adjacent property. If construction is delayed or shut down, temporary cover of exposed and disturbed areas shall be provided.

FOREST AND TREE CONSERVATION REQUIREMENTS

The Contractor shall complete all forest and tree conservation requirements according to the approved contract documents:

- To protect and maintain existing forested areas and/or individual significant trees as provided by the contract documents and any directives of the City Forester.
- Promptly replace any existing trees designated to remain that are damaged or destroyed in the course of development.
- To plant the trees in accordance with the specifications of the Approved Plan.
- Perform all site preparation, including removal of pavements, structures, and inclusion of soil amendments, PRIOR to installing plantings.

Special attention must be given the existing landscape features and special care taken to protect the natural surroundings. The roots of such trees or shrubbery will not be cut unnecessarily. The Contractor will be required to root prune the tree roots, which extend into grading limits and/or from trees intended to be left in an undamaged state or otherwise prevent damage to roots of trees. No road machinery of any description, which might throw off gas or smoke in such volume as to damage vegetation, shall be allowed to stand under such trees or shrubbery.

Any tree that in the opinion of the City, may be defaced, bruised, injured or otherwise damaged by the Contractor's equipment or operations must be protected prior to the start of work by means acceptable to the City. Contractor must verify all saved trees prior to construction. Prior to commencing construction, all tree protection techniques must be approved by the City Forester's office.

Any tree, or landscape features scarred or damaged by the Contractor's operations must be removed, correctively pruned, restored or replaced as nearly as possible to the original conditions, as required by the Project Inspector and at the Contractor's expense. No ropes, cables or guys are to be fastened to or attached to any nearby trees for anchorage or in lieu of placing of dead men.

CARE OF WATER DURING CONSTRUCTION

The Contractor shall furnish, install, test, operate, monitor, and maintain dewatering systems of sufficient scope, size, and capacity to control water flow into excavations and permit construction to proceed on dry, stable sub-grades. Dewatering operations shall be maintained to ensure erosion control, stability of excavations and constructed slopes, prevent excavation from flooding, and prevent damage to sub-grades and permanent structures.

The Contractor shall provide a suitable watercourse (i.e. fire hose, etc.) to direct the flow of water so as to have minimal impact upon the environment, private property, roadway and pedestrian traffic. Any damage caused by discharge of water is the responsibility of the Contractor. The Contractor shall not discharge any water so as to cause sediment to reach any storm drain inlet or water course.

The Contractor shall provide shoring, bracing and cofferdams during construction as necessary to protect personnel, structures and equipment. No special payment will be made for shoring, bracing or cofferdams.

The Contractor is responsible for ensuring the safety of his employees and sub-contractors, and for complying with all applicable provisions of Maryland Occupational Safety and Health Administration.

The Contractor shall protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by dewatering operations. The Contractor shall provide an adequate system to lower and control water to permit excavation, construction of structures, and placement of fill materials on dry sub-grades. The Contractor shall install sufficient dewatering equipment to drain water-bearing strata above and below bottom of ponds and other excavations.

Work areas shall be dewatered in a manner that avoids endangering public health, property, and portions of work under construction or completed. The Contractor shall provide sumps, sedimentation tanks, dewatering basins or non-woven dewatering bags as required by the Project Inspector. Standby equipment shall be provided on-site, installed and available for immediate operation, to maintain dewatering on continuous basis if any part of the system becomes inadequate or fails. If dewatering requirements are not satisfied due to inadequacy or failure of dewatering system, the Contractor shall restore damaged structures and foundation soils at no additional expense to the City. The Contractor shall remove all dewatering systems from project site on completion of dewatering.

DAILY CLEAN-UP

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

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

SAMPLING AND TESTING OF MATERIALS

Unless provided elsewhere in the contract documents, all required sampling and material testing shall be the responsibility of the Contractor. No separate payment will be made and the costs shall be incidental to the appropriate pay item.

The City reserves the right to test all materials and construction separate from and in addition to the specific requirements dictated in this contract. Testing shall be generally limited to:

- Taking and/or collecting samples of soil and/or other backfill materials for proctor tests;
- Performing proctor tests in a lab;
- Performing compaction tests on site;
- Taking concrete cylinder samples and testing compression strength;
- Asphalt sampling and compaction testing.

Employment of a testing agency in no way relieves the Contractor of his responsibility and obligation to comply with all aspects of this contract and to perform all work in a proper, acceptable and workman like manner and doing all such work in full compliance with these contract documents.

SUBMITTALS OF MATERIALS

The Contractor shall submit two (2) copies of all delivery tickets, shop drawings, inspection, testing or certification reports, obtained approvals or permits, and other submittals required for this project to Chief, Construction Management.

INSPECTION AND CERTIFICATION

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

INSPECTION AND REPAIRS

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

CONTRACTOR SUPERVISION

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

CONTRACTOR'S EMPLOYEES

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

The Contractor's employees shall conduct themselves in a professional manner. They shall minimize their impacts to the surrounding properties, including when they arrive to the site, take breaks, eat lunch and depart the site. Contractor's employees shall be respectful and polite to inquiries from residents or individuals not associated with the project. Any inquiries beyond basic information should be referred to the City. The Contractor shall inform the City of any inquiries that occur that is beyond providing basic information.

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

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

SUB-CONTRACTORS

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

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

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

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.

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 prior to commencing work under that change.

All such changes, or additional work must be authorized in writing by the Purchasing Agent prior to starting such work.

INVOICES AND PAYMENT

The Contractor shall submit a detailed invoice to the Chief, Construction Management Division, for payment at the end of each month for all work completed and accepted by the City during that month. The Contractor shall attach to each monthly invoice, all required documentation of testing results.

LANDSCAPING WARRANTY BOND

The Contractor shall provide a warranty bond for all landscaping provided in pay item 5004 to 5005. Bond shall be in the amount equivalent to the total bid for pay item 5004 to 5005. The bond shall be posted at the completion and acceptance of the entire project. Bond shall be in effect for two years. Bond should guarantee 100 percent survival rate on all trees 2" and larger and guarantee 85% percent survival rate on other landscaping. Retainage will not be released until this bond is received and approved by the City Attorney's Office. Cost of bonds will not be paid separately but shall be incidental to the amount of the tree planting item 5004 to 5005.

TECHNICAL CONTACT/PROJECT MANAGER

Jennifer Wang, P.E., PMP – Senior Transportation Engineer
City Hall
Department of Public Works
111 Maryland Avenue
Rockville, MD 20850
Telephone 240-314-8506
Email: jwang@rockvillemd.gov

**INVITATION FOR BIDS #28-25
POTOMAC VALLEY ROAD SIDEWALK PROJECT**

SECTION IV

**TECHNICAL
SPECIFICATIONS/SCOPE OF
WORK**

POTOMAC VALLEY RD
SIDEWALK EXTENSION

TECHNICAL SPECIFICATIONS

The following professional certification
pertains to the technical specifications, items,
and estimated quantities for the W. Gude Drive
Sidewalk Extension project.

Professional Certification:

I hereby certify that these documents were
prepared or approved by me, and that I am a
duly licensed professional engineer under the
Laws of the State of Maryland.

Maryland License No.: 39917

Expiration Date: 1/18/27



Seth Darlington

TECHNICAL SPECIFICATIONS

All work on this project shall conform to the Maryland Department of Transportation State Highway Administration's (MSHA) Standard Specifications for Construction and Materials dated 2023, revisions thereof or additions thereto (special provision inserts included).

This project has been designed in accordance with the requirements of the 2010 Americans with Disabilities Act (ADA) Standards for Accessible Design. It shall be the responsibility of the Contractor to construct all facilities within ADA regulations regardless of construction tolerances.

CONSTRUCTION STAKEOUT AND AS-BUILTS

Construction stakeout shall be in accordance with Section 107 of the Maryland Department of Transportation, State Highway Administration's Standard Specifications for Construction and Materials, dated 2023, with the following exceptions:

The Contractor shall perform all construction stakeouts. The Contractor shall complete project as shown on approved plans. The City will not provide any construction stakeout for this project. Contractor shall use benchmark and layout information as shown on the plans.

The Contractor shall provide as-built information. One set of redline as-builts shall be maintained and kept onsite at all times. Any deviations from approved plans shall be marked, in red, on the as-builts.

As-built information (horizontal and vertical) shall be provided for all new facilities. All as-built information shall be blocked in and shown as thus.

Upon completion of project, submit as-builts for approval. Retainage shall not be released until as-builts are approved. The costs for as-builts shall be included in the appropriate pay item associated with the proposed construction. There shall be no separate compensation for this 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 10 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.

TESTING OF MATERIALS

The City reserves the right to test installed or delivered materials for compliance with the contract documents. The Contractor will accommodate the City testing needs, and replace non-compliant work at no additional cost. Testing may include:

- Taking and / or collecting samples of soil or other backfill materials for proctor tests,
- Performing material lab tests,

- Performing compaction tests on site,
- Taking concrete cylinder samples and testing compression strength.

TRAFFIC CONTROL

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. The Traffic Control Plan (TCP) shall be prepared in accordance with the latest edition of the Manual on Uniform Traffic Control Devices, U.S. Department of Transportation Work Zone Traffic Control. Plans should be prepared to scale on minimum 8 ½" by 11" sheets. Plans should address each phase of work required.

The person responsible for preparation of this plan shall have at least one year of experience completing Traffic Control Plans for projects of similar scope. Documentation of experience and the name of the plan preparer shall be submitted with the TCP. The TCP should delineate expected duration of each phase of traffic impact.

Steel plates shall be utilized to cover unfinished work areas. Steel plates shall be recessed and flush with adjacent paving. Saw cut all edges to correspond to dimensions of plates to be utilized. City Inspector shall approve the use and placement of all recessed plates. There shall be no specific payment for steel plates and shall be considered incidental to the appropriate pay item.

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: Lane closures may only be utilized between the hours of 9am and 3:30 pm, Monday through Friday. Lane closures shall be in accordance with MDSHA standard details, unless otherwise approved by the Project Manager. 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 shall 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 2023 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-11 and 6E-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).

EROSION AND SEDIMENT CONTROLS

All erosion and sediment controls shall be constructed according to the contract documents, approved plans, and the Maryland Department of the Environment's 2011 Maryland Standards and Specifications for Soil and Erosion Control. The contractor shall implement and maintain the controls as directed by the City Inspector.

The Contractor shall furnish and install erosion and sediment control and protect the integrity of the erosion control measures installed. The erosion control measures shall be provided until such times

as the ground cover is sufficiently developed. The Contractor shall comply with all local, state and federal laws, ordinances, and regulations pertaining to erosion, sediment and pollution control, including those promulgated by the State of Maryland, and shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses resulting from such work.

During construction, the Contractor shall make periodic inspections and maintain sediment control structures, including cleaning silt fences as directed to insure that the intended purpose is accomplished. Under no circumstances shall sediment be allowed to enter onto private properties.

The Contractor shall have an employee present on site at all times who has met the requirements for certification of responsible personnel in erosion and sediment control according Maryland State Law (Green Card). This employee shall have sufficient authority to install, maintain, adjust or otherwise implement approved sediment control measures.

The Contractor shall take all measures to control erosion and sedimentation at construction site, including borrow and waste areas and temporary access roads, and at off-site areas especially vulnerable to damage from erosion and sedimentation. All erosion and sediment control measures will be subject to approval by the City. All erosion and sediment control measures shall be implemented prior to any construction occurring.

Work shall be scheduled so that areas subject to erosion are exposed for the shortest possible time. Only those trees, shrubs and grasses shall be removed that are necessary for construction as designated by the plans; those remaining shall be protected to preserve their aesthetic and erosion control values. Temporary on-site structures and buildings shall be located to preserve the existing landscape and to minimize erosion, including that from construction traffic. If practicable, work shall be scheduled in seasons when erosion is less of a hazard, particularly for sites with steep slopes and erodible soils.

Temporary protection shall be required for disturbed areas until final grading is completed and permanent vegetation is established, and shall consist of planting temporary grass cover or other vegetation when feasible.

Other short-term protection shall include covering disturbed areas and topsoil piles with a mulch of hay, straw or wood chips, stabilizing with netting, or covering with plastic sheets. Graded slopes and fills shall be limited to an angle and to lengths that will maintain stability and allow easy maintenance. Construction equipment shall not be operated in a way to make the land more susceptible to erosion, such as leaving tracks up and down slopes.

Access roads shall be located and constructed so as to prevent erosion. There shall be no specific pay item for temporary stabilization and it shall be considered incidental to the contract.

Controls for surface water runoff shall be constructed as early as possible to prevent the formation of gullies or rills. These controls shall be maintained during the entire construction period or until permanent storm drains are completed. Runoff shall be controlled by diversion channels or berms, slope drains, flow barriers, dikes or other structures, which retard or spread its flow. Compacted embankments; ditches, furrows or temporary diversions across slopes shall be provided to intercept runoff before it reaches erodible areas. Diversions and drains shall be directed into stabilized areas where the discharge can be spread out and dissipated. There shall be no specific pay item for diversions and surface water controls and it shall be considered incidental to the contract.

If unusually intense storms cause planned control measures to fail, prompt restoration and cleanup of sediment deposits shall be made, including damage to adjacent property. If construction is delayed or shut down, temporary cover of exposed and disturbed areas shall be provided.

SITE WORK

All demolition, removal, and disposal shall be performed according to the contract documents, approved plans and all applicable Federal, State and local laws, regulations and guidelines. Demolition shall generally be limited to removal of existing asphalt, concrete or structures and pipe as delineated and/or directed by the City Inspector in the field. Generally, these materials are to be disposed of legally by the contractor. The Contractor shall cut all existing asphalt and/or concrete surfaces with a power saw, such as a carborundum saw or diamond core drill, in such a manner as to create a tight, neat, straight water sealed joint. No “jackhammering” or tearing of the existing surfaces will be allowed. The Contractor shall protect all adjacent surfaces as necessary.

Saw cut existing asphalt or concrete according to Section 522.03 of Portland Cement Concrete Pavement Repairs and Section 505.03.02 Hot Mix Asphalt Patches of the Maryland Department of Transportation, State Highway Administration, Standard Specifications for Construction and Materials, dated 2017 and all addenda thereto.

All sawcuts shall be to the full depth of the curb and gutter, sidewalk or pavement being cut.

The Contractor shall perform work so adjacent structures, equipment, paving and materials, which are to remain, shall not be damaged. If damage occurs, the Contractor shall repair or replace the adjacent structures, equipment, paving and materials as directed by the City. Existing utilities damaged by demolition shall be replaced with the same material and quality as the existing utilities. Before construction begins, the Contractor shall inspect existing structures, equipment and paving that will remain in-place within and adjacent to the work area for existing defects and damage found during this inspection.

The Contractor shall perform the work in a manner that will not damage parts of the structure or facility not intended for removal. If, in the opinion of the City, the method of construction used may endanger or damage parts of the structure or affect the satisfactory operation of the facilities, promptly change the method when so notified by the City. Perform all cutting required regardless of whether such cutting is specifically indicated.

Examine the existing structures and make an estimate of cutting required and other conditions to be encountered in order to accomplish the work. No blasting will be permitted.

All equipment and materials within the limits of the construction, designated for removal, shall become the property of the Contractor.

Provide warning signs as required, for personnel and the public.

MAINTAIN EXISTING UTILITIES

The Contractor is required to contact Miss Utility at 1-800-257-7777 at least 72 hours before excavating in the vicinity of public utilities.

Before interfering with any utility service, the Contractor is to notify the affected utility companies. Notify all property owners, in advance, and coordinate any required service interruption with the owner and City Inspector including but not limited to electric, sanitary sewer, cable TV, and gas.

CARE OF WATER DURING CONSTRUCTION

The Contractor shall be responsible for dewatering all areas where necessary to perform work under this contract. All work shall be carried out in areas free from excessive water. The Contractor shall use necessary pumping and other equipment required for removal of water from the work for maintaining the excavations, foundation, and other parts of the work free from water as required or directed by the City for constructing the work. Removed water shall be directed to an approved sediment control device. After having served their purpose, all temporary protective works shall be removed or leveled and graded to the extent required to prevent obstruction in any degree whatsoever of the flow of water. Furnishing, installing and maintaining all dewatering is incidental to this contract with no special compensation made for this work.

MOBILIZATION

This work shall consist of the construction preparatory operations, including the movement of personnel and equipment to the project site and the establishment of the Contractor's offices, buildings, and other facilities necessary to begin work as specified in Section 108 of the MSHA Standard Specifications. Mobilization will not be measured but will be paid for at the contract lump sum price.

CONSTRUCTION STAKEOUT

The Contractor shall furnish, place, maintain construction layout stakes as specified in the CONSTRUCTION STAKEOUT AND AS-BUILTS section of the Technical Specifications. Construction Stakeout will not be measured but will be paid for at the contract lump sum price.

MAINTENANCE OF TRAFFIC

The Contractor shall maintain traffic safely and efficiently through and around the area affected by the work throughout the duration of the contract as specified in Section 104.02 of the MSHA Standard Specifications and the TRAFFIC CONTROL section of the Technical Specifications. Maintenance of Traffic shall include any temporary facilities for access including temporary lighting, temporary signs, construction fencing, or any other temporary facility required. Maintenance of Traffic will not be measured but will be paid for at the contract lump sum price.

CLEARING AND GRUBBING

Complete all clearing and grubbing as shown on the plans and/or contract documents or as directed by the City. All cleared and grubbed materials shall be legally disposed of off-site. Stumps for trees greater than 8" DBH shall be removed by grinding. Stumps shall also be ground if stump excavation will disturb existing facilities or private property, which is intended to remain. Stumps shall be ground a minimum one foot below subgrade to the satisfaction of the City. Trees within the LOD, but NOT marked on the contract documents as to be removed shall be protected using standard practice, or as directed by the engineer. Trees within the LOD, and marked as to be removed, shall be felled and the stump shall be removed as detailed above. Clearing and Grubbing will be paid for at the contract lump sum price.

EXCAVATION

Contractor shall perform excavation as specified in the Contract Documents or as directed by the Engineer and as specified in Sections 201 and 402 of the MSHA Standard Specifications. Excavation will not be measured, but will be incidental to the related installed work, including utilities, sidewalk and retaining walls.

FILL

Contractor shall furnish and install borrow as specified in the Contract Documents or as directed by the Engineer and as specified in Section 203 of the MSHA Standard Specifications. Fill will not be

measured, but will be incidental to the related installed work, including utilities, sidewalk and retaining walls.

CURB INLET PROTECTION
MEDIAN SUMP INLET PROTECTION
CONCRETE WASHOUT STRUCTURE

Contractor shall furnish and install inlet protection and concrete washout structure as specified in the Contract Documents or as directed by the Engineer at the contract unit price per each, as specified in Section 308 of the MSHA Standard Specifications.

SILT FENCE
FILTER LOG

Contractor shall furnish and install silt fence and filter log as specified in the Contract Documents or as directed by the Engineer at the contract unit price per linear foot, as specified in Section 308 of the MSHA Standard Specifications.

ADJUST EXISTING INLET / HANDBOX/ MANHOLE
RECONSTRUCT EXISTING INLET

Contractor shall modify existing storm drain inlets as specified in the Contract Documents or as directed by the Engineer at the contract unit price as specified in Section 305 of the MSHA Standard Specifications. Inlet modifications shall be measured and paid at the Contract unit price per each.

FURNISH AND INSTALL INLET PROTECTION

Contractor shall furnish and install inlet protection as specified in the Contract Documents or as directed by the Engineer at the contract unit price per each, as specified in Section 308 of the MSHA Standard Specifications.

OVERDRAIN CLEANOUT

Contractor shall furnish and install overdrain and underdrain cleanouts as specified in the Contract Documents or as directed by the Engineer at the contract unit price as specified in Section 306 of the MSHA Standard Specifications. Overdrain cleanouts shall be measured and paid at the Contract unit price per each.

4" PERFORATED PVC OVERDRAIN PIPE & FITTINGS
4" SOLID PVC UNDERDRAIN PIPE & FITTINGS

Contractor shall furnish and install overdrain and underdrain as specified in the Contract Documents or as directed by the Engineer at the contract unit price as specified in Section 306 of the MSHA Standard Specifications. Inlet modifications for underdrain connections shall meet MSHA standards. PVC pipe and fittings shall be measured and paid at the Contract unit price per linear foot.

SHA TYPE K DOUBLE OPENING INLET

Contractor shall furnish and install storm drain inlets as specified in the Contract Documents or as directed by the Engineer at the contract unit price as specified in Section 305 of the MSHA Standard Specifications. Inlets shall be measured and paid at the Contract unit price per each.

MODULAR BLOCK RETAINING WALL

Contractor shall furnish and install modular block retaining wall according to the Contract Documents and Section 450 of the MSHA Standard Specifications or as directed by the Engineer.

1. Wall System: The proposed wall system is a segmental block gravity wall bearing on a crushed stone leveling pad on suitable embankment soil. A wall system that requires geogrid

reinforcement behind the wall would conflict with the permeable sidewalk details and is therefore an unacceptable alternative.

2. Specifications: SHA Specifications Dated July 2023, revisions thereof and additions thereto and special provisions for materials and construction. AASHTO LRFD Bridge Design Specifications, 8th Edition, Including all interim specifications.
3. Loading: The contractor shall design the wall per AASHTO LRFD requirements and recommendations. Loads on the wall for design shall be per AASHTO LRFD specifications, including a 250 pounds per square foot (PSF) surcharge loading.
4. The contractor is responsible for designing and detailing the proposed retaining wall, including geotechnical engineering and subsurface exploration (i.e., soil borings) if necessary. The contractor's geotechnical engineer, through a subsurface soil exploration program, will determine the maximum allowable soil bearing pressure for the base block and the wall shall be designed and base block sized to maintain a soil bearing pressure below this limit, satisfy all factor of safety requirements for overturning and sliding, and meet the wall manufacturer's recommendations. Submit shop drawings, engineering calculations, and final design signed and sealed by a professional engineer to the City for review and acceptance.
5. The depth of the segmental blocks for the gravity wall will vary per the contractor's design and the manufacturer's recommendations for the varying wall heights, retained soil conditions, and allowable soil bearing pressures.
6. The height of the gravity retaining wall varies; see the plan and elevation drawing for more information.
7. The approximate location of steps in wall elevations are shown on these drawings. The actual step locations may vary based on the exact dimensions of the segmental blocks used; however, the minimum block embedment specified shall always be maintained. The base block of the gravity wall shall be embedded below the proposed grade a minimum of 24 inches or per the wall manufacturer's recommendations, whichever is greater.
8. Maximum wall batter is 4 degrees or 1" setback per block course.
9. Only one manufacturer and type of wall shall be used for the entire length of the wall. The wall shall be consistent in appearance for its entire length.
10. The block wall shall have an architectural finish and color staining. Final color and texture to be selected by the City after the contract is awarded.
11. All locations where the blocks are exposed shall have an architectural finish. A cap block, top block unit, or double-faced block shall be used along the top for an architectural finish where exposed; and end/corner blocks shall be used at above grade steps to provide an architectural finish to the end face of the wall.
12. Payment: Payment for Retaining Wall No. 1 shall be lump sum for the entire wall complete in place. Payment shall be inclusive of all work and materials, including design. The railing mounted on top of the retaining wall shall be paid as a separate item.

ADA HANDRAIL SYSTEM

Contractor shall furnish and install steel ADA handrail system in accordance with the most recent accessibility guidelines of the 2010 Americans with Disabilities Act (ADA) Standards for Accessible Design, as specified in the Contract Documents or as directed by the Engineer at the contract unit price per linear foot. The price shall include anchorage system, paint, expansion joints, and incidentals to furnish and install galvanized steel handrail system.

6" GRADED AGGREGATE BASE (57 STONE)

Contractor shall furnish and install aggregate base course using graded aggregate as specified in the Contract Documents or as directed by the Engineer as specified in Section 501 of the MSHA

Standard Specifications. Aggregate Base Course will not be measured, but will be incidental to the related installed work, including curb, pervious sidewalk, and retaining walls.

CURB

STANDARD TYPE "A" CURB & GUTTER - MC-100.01

DEPRESSED CURB ENTRANCE

12" CONCRETE BACKER CURB

18" CONCRETE BACKER CURB

Contractor shall furnish and install concrete curb and concrete combination curb and gutter as specified in the Contract Documents or as directed by the Engineer at the contract unit price per linear foot as specified in Section 602 of the MSHA Standard Specifications. The cost of the removal existing curb or combination curb and gutter that will be replaced with new curb or combination curb and gutter will be incidental to the Contract unit price for the new item. The cost of sawcutting existing HMA or concrete pavement, placement of the 6-inch Aggregate Base course beneath the finished curb and gutter, reinforcement, placement of plain Portland cement concrete mix 9 or HMA base for slot backfill, placing HMA pavement surface for slot finishing shall all be incidental to the unit price for the new item.

4 INCH CONCRETE SIDEWALK

Contractor shall furnish and install 4" concrete sidewalks and sidewalk ramps in accordance with the most recent accessibility guidelines of the Americans with Disabilities Act (ADA) as specified in the Contract Documents or as directed by the Engineer at the contract unit price per square foot as specified in Section 603 of the MSHA Standard Specifications. The cost of the removal of existing sidewalk or sidewalk ramps that will be replaced with new sidewalk or sidewalk ramps will be incidental to the Contract unit price for the new sidewalk.

PERVIOUS CONCRETE SIDEWALK

POROUS FLEXIBLE PAVEMENT

Contractor shall furnish and install 4" pervious concrete sidewalks and Porous Flexible Pavement in accordance with the most recent accessibility guidelines of the Americans with Disabilities Act (ADA) as specified in the Contract Documents or as directed by the Engineer at the contract unit price per square foot as specified in Section 603 of the MSHA Standard Specifications. Payment shall include all pervious concrete, concrete for check dams, aggregate base, filter fabric, excavation, backfill, disposal of excess or unsuitable material, forms, reinforcement when specified, joints, sealer, compaction, curing, finishing, and for all material, labor, equipment, tools, and incidentals necessary to complete the work.

Company specializing in performing work the installation of pervious concrete shall have a minimum two years documented experience. The pavement crew supervisor shall be certified by the NRMCA as Pervious Concrete "Installer" and shall be on-site during any placement of pervious concrete. At least two additional NRMCA Certified "Technicians" shall be part of the pavement crew. Contractor shall provide these certifications to the City before work on the pervious concrete can begin.

Aggregate base shall be specified on the plans and in Section 901 of the MSHA Standard Specifications. Portland Cement Concrete and Related Products shall be as specified in Section 902 of the MSHA Standard Specifications. Pervious Concrete sidewalk shall be in accordance with SHA Mix "PC", and check dam concrete shall be in accordance with SHA Mix 3.

Construction shall be in accordance with Section 603.03 of the MSHA Standard Specifications, and the following:

1. Verify stripped subgrade is acceptable and ready to support paving and imposed loads. Verify that the gradients and elevations of the base are correct.
2. Permeable Non-Woven Geotextile Filter Fabric shall be installed on the sidewalls of the cleaned excavated section, and pinned to be held in place temporarily while installing stone and concrete.
3. AASHTO No 2 Stone Base: Place stone base in excavated section. Thickness of the aggregate base shall not be less than 12 inches, or greater than 18", as specified on the plans.
4. AASHTO No 57 Stone Capping Layer: Placed and tamped to 2" thick.
5. Concrete Preparation: Moisten capping layer to minimize absorption of water from fresh concrete.
6. Concrete Forming: Place and secure forms to correct location, dimension, profile and gradient. Assemble formwork to permit easy stripping and dismantling without damaging concrete.
7. Placing Concrete: Place concrete continuously over the full width of the panel and between predetermined construction joints. Do not break or interrupt successive pours such that cold joints occur.
8. Concrete Finishing: Pervious concrete requires specific equipment for compaction and jointing. Rolling compaction shall be achieved using a hydraulically actuated rotating tube screed. Small areas may be compacted using a plate compactor that has a surface area of at least 2 square feet and exerts a minimum vertical pressure of 10 psi on the pavement surface through the use of a temporary 3/4-inch plywood cover. Contraction joints shall be formed by using a rolling joint tool or by saw cutting per ACI recommendations. Tooled jointing can be used using the new deeper bladed hand jointers.
9. Concrete Curing: Place surface evaporation retarder and sheet materials on exposed concrete surfaces immediately after finishing. Sheet materials are to remain in-place a minimum of 7 days.
10. Joint Sealing: Separate pavement from vertical surfaces (isolate joint) with 6 mil poly or construction paper.
11. Performance: Project is accepted for production when mix design, unit weight, field testing and test panel evaluation are performed satisfactorily. After core samples are taken during field quality control testing, if any section does not pass, then the section shall be removed and replaced at no additional cost to the Owner.
12. Protection: Immediately after placement, protect pavement from premature drying, excessive hot or cold temperatures, and mechanical injury. Do not permit vehicular traffic over pavement for 14 days minimum after finishing. Protect the pervious concrete from contamination by debris and other fine particles until project completion through the use of sheet materials and barricades or other methods acceptable to the Owner.

DETECTABLE WARNING SURFACE

Contractor shall furnish and install cast-in-place detectable warning surfaces in accordance with the most recent accessibility guidelines of the 2010 Americans with Disabilities Act (ADA) Standards for Accessible Design, as specified in the Contract Documents or as directed by the Engineer at the contract unit price per square foot as specified in Section 611 of the MSHA Standard Specifications. The detectable warning surface material shall be in accordance with Special Provision Insert Section 925 of the MSHA Standard Specifications. The type of detectable warning surface shall be Type I, Cast-In-Place, and shall conform to the MSHA requirements and specifications. The cost of the removal of existing sidewalk or detectable warning surfaces that will be replaced with new cast-in-place detectable warning surfaces will be incidental to the Contract unit price for the new detectable warning surface.

7 OR 9 INCH CONCRETE DRIVEWAY PAVEMENT

COMMERCIAL/MIXED-USE DRIVEWAY APRON WITH BUFFER (CM-1.1)

SINGLE FAMILY/TOWNHOUSE DRIVEWAY APRON WITH BUFFER (SF-1.1)

Contractor shall furnish and install 7 OR 9" concrete driveway pavement in accordance with the most recent accessibility guidelines of the Americans with Disabilities Act (ADA) as specified in the Contract Documents or as directed by the Engineer at the contract unit price per square foot as specified in Section 520 of the MSHA Standard Specifications. The cost of the removal of existing pavement that will be replaced with new pavement will be incidental to the Contract unit price for the new pavement.

PLACING SALVAGED TOPSOIL 2 INCH DEPTH

Contractor shall salvage and place topsoil as specified in the Contract Documents or as directed by the Engineer at the contract unit price per square yard as specified in Section 701 of the MSHA Standard Specifications. The cost of salvaging topsoil will be incidental to the Contract unit price for the placement.

TURFGRASS ESTABLISHMENT

Contractor perform work outlined in the Contract documents, or as directed by the Engineer at the contract unit price per square yard as specified in Section 705 of the MSHA Standard Specifications.

TREE REMOVAL

Contractor shall remove trees as specified in the Contract Documents or as direction by the Engineer at the contract unit price per each. Work shall be in accordance with Section 714 of the MSHA Standard Specifications.

TREE PLANTING

Contractor shall plant trees as specified in the Contract Documents or as directed by the Engineer at the contract unit price per each. Work shall be in accordance with Section 710 of the MSHA Standard Specifications.

LANDSCAPING

Contractor shall furnish and install landscaping trees, shrubs, and groundcover as specified in the Contract Documents or as directed by the Engineer at the unit price per each. The price shall include furnishing plantings in good health, planting, staking, root pruning, deer protection, watering, and fertilizing necessary to establish plantings in good health.

ROOT PRUNING

Contractor shall perform root pruning as specified in the Contract Documents or as directed by the Engineer at the contract unit price per linear foot.

TREE PROTECTION FENCE

Contractor shall install and remove tree protection fence as specified in the Contract Documents or as directed by the Engineer at the contract unit price per linear foot.

RELOCATE EXISTING LIGHT POLE AND LUMINAIRE

RELOCATE GUYWIRE

RELOCATE POLE

Contractor shall remove and reset on a new foundation existing light poles and luminaires as specified in the Contract Documents or as directed by the Engineer at the contract unit price per each. Work shall be in accordance with Section 808 of the MSHA Standard Specifications.

REMOVE AND DISPOSE EXISTING LIGHT POLE AND LUMINAIRE

Contractor shall remove and dispose existing light poles and luminaires as specified in the Contract Documents or as directed by the Engineer at the contract unit price per each.

FURNISH AND INSTALL LIGHT POLE AND LUMINAIRE

Contractor shall furnish and install on a new foundation light poles and luminaires as specified in the Contract Documents or as directed by the Engineer at the contract unit price per each. Work shall be in accordance with Section 808 of the MSHA Standard Specifications.

CONCRETE FOR LIGHT FOUNDATION

Contractor shall furnish and install concrete foundations for installing lighting poles as specified in the Contract Documents or as directed by the Engineer at the contract unit price per cubic yard as specified in Section 801 of the MSHA Standard Specifications. Concrete shall be SHA Mix 3.

2" SCHEDULE 40 PVC CONDUIT – TRENCHED OR BORED

4" SCHEDULE 40 PVC CONDUIT – TRENCHED OR BORED

2x4" SCHEDULE 40 PVC CONDUIT – TRENCHED OR BORED

2x4" SCHEDULE 40 PVC CONDUIT – TRENCHED – CONCRETE ENCASED

Contractor shall furnish and install 2" and 4" Schedule 40 Rigid PVC electrical trenching or bored conduit and fittings as specified in the Contract Documents or as directed by the Engineer at the contract unit price per linear foot as specified in Section 805 and 809 of the MSHA Standard Specifications.

NO. 6 AWG STRANDED BARE COPPER GROUND WIRE

GROUND ROD – 3/4" INCH DIAMETER, 10 FOOT LENGTH

Contractor shall furnish and install additional grounding systems, which includes ground wire and ground rods, as specified in the Contract Documents or as directed by the Engineer. No. 6 AWG Stranded Copper Ground Wire shall be paid for at the contract unit price per linear foot as specified in Section 804 and 810, and Ground Rod – 3/4" Diameter, 10' Length shall be paid for at the contract unit price per each as specified in Section 804 of the MSHA Standard Specifications.

ELECTRICAL CABLE - 1 CONDUCTOR NO. 10 AWG

Contractor shall furnish and install 1-Conductor 10 AWG electrical cable and associated connectors as specified in the Contract Documents or as directed by the Engineer at the contract unit price per linear foot as specified in Section 810 and 820 of the MSHA Standard Specifications.

FURNISH AND INSTALL ELECTRICAL SPLICE BOX

Contractor shall furnish and install electrical splice boxes as specified in the Contract Documents or as directed by the Engineer at the contract unit price per each as specified in Section 811 of the MSHA Standard Specifications.

DISPOSE OF LIGHTING FOUNDATION

Contractor shall remove and dispose of existing concrete light pole foundations as specified in the Contract Documents or as directed by the Engineer at the contract unit price per each.

FURNISH AND INSTALL GROUND MOUNTED SIGNS

Contractor shall furnish and install signs as specified in the Contract Documents or as directed by the Engineer at the contract unit price per square foot. Work shall be in accordance with Section 813 of the MSHA Standard Specifications.

REMOVE EXISTING GROUND MOUNTED SIGNS

Contractor shall remove and dispose signs as specified in the Contract Documents or as directed by the Engineer at the contract unit price per square foot. Work shall be in accordance with Section 813 of the MSHA Standard Specifications.

RELOCATE EXISTING GROUND MOUNTED SIGNS

Contractor shall remove and reset signs on a new post as specified in the Contract Documents or as directed by the Engineer at the contract unit price per square foot. Work shall be in accordance with Section 813 of the MSHA Standard Specifications.

**INVITATION FOR BIDS #28-25
POTOMAC VALLEY ROAD SIDEWALK PROJECT**

SECTION V

BID PRICING FORM

COMPLETE AND RETURN WITH BID

**INVITATION FOR BIDS #28-25
POTOMAC VALLEY ROAD SIDEWALK PROJECT**

SECTION V: BID PRICING FORM

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE BID SUBMITTAL. FAILURE TO SUBMIT THIS FORM SHALL DEEM THE BIDDER NON-RESPONSIVE.

IN ACCORDANCE WITH ALL TERMS, SPECIFICATIONS AND REQUIREMENTS, WE PROPOSE TO FURNISH ALL LABOR, EQUIPMENT, MATERIALS AND SERVICES AND THE PERFORMANCE OF ALL WORK NECESSARY FOR THE PROJECT. PROVIDE PRICING BELOW TO INCLUDE OVERHEAD, PROFIT, TAXES, INSURANCE AND OTHER APPLICABLE FEES AND COSTS. ALTERATIONS TO THIS FORM OR BID ALTERNATES (UNLESS OTHERWISE SPECIFIED) ARE NOT ACCEPTABLE. LINE ITEMS LEFT BLANK OR MARKED "\$0" SHALL DEEM THIS BID NON-RESPONSIVE.

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
1001	MAINTENANCE OF TRAFFIC	Lump Sum	1		
1002	CONSTRUCTION STAKEOUT	Lump Sum	1		
1003	MOBILIZATION	Lump Sum	1		
1004	COMMON BORROW	CY	42		
3001	INLET PROTECTION	EA	3		
6001	STANDARD TYPE "A" CURB & GUTTER - MC-100.01	Linear Feet	70		
6002	DEPRESSED CURB ENTRANCE (MC-102.01)	Linear Feet	65		
6003	4" PLAIN CONCRETE SIDEWALK	Square Feet	1720		
6004	4" PERVIOUS CONCRETE SIDEWALK	Square Feet	1085		
ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
6005	DETECTABLE WARNING SURFACE	Square Feet	56		

6006	7" CONCRETE DRIVEWAY APRON (SF-1.1)	Square Feet	187		
6007	9" CONCRETE DRIVEWAY APRON (CM-1.1)	Square Feet	528		
6011	TYPE "A" CURB - ANY HEIGHT	Linear Feet	54		
6012	POROUS FLEXIBLE PAVING	Square Feet	2731		
6013	6 INCH GRADED AGGREGATE BASE COURSE (57 STONE)	Square Yard	1973		
7001	PLACING SALVAGED TOPSOIL 2 INCH DEPTH	Square Yard	335		
7002	TURFGRASS ESTABLISHMENT	Square Yard	880		
7003	TREE REMOVAL	Each	2		
7004	TREE PLANTING	Each	2		
7005	ROOT PRUNING	Linear Feet	0		
8001	RELOCATE EXISTING GROUND MOUNTED SIGNS	Each	2		
8003	FURNISH AND INSTALL GROUND MOUNTED SIGNS	Each	0		
8004	RELOCATE GUYWIRE	Each	1		
ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
8005	ADJUST EXISTING MANHOLE/HANDBOX	Each	5		
8006	ADJUST EXISTING FIRE HYDRANT	Each	1		
8007	ADJUST EXISTING INLET	Each	1		

8008	RELOCATE POLE	Each	0		
GRAND TOTAL					

GRAND TOTAL IN WORDS _____
 _____ (\$ _____)

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? If yes, please explain.

CONTRACT DURATION

This contract will begin **10** working days from the date of issuance of a notice to proceed. All work, excluding landscaping, shall be completed within **200** calendar days of the date of issuance of the notice to proceed.

Confirm your ability to meet the above schedule. _____ YES _____ NO

This bid and its Firm Fixed Prices shall remain valid through November 27, 2025 for acceptance by the City.

The City of Rockville reserves the right to reject any or all bids, offer or proposals, to waive informalities, and to accept all or any part of any bid, offer proposal as they may deem to be in the best interest of the City of Rockville.

I hereby certify that I have read and understand the requirements of this Invitation for Bid 28-25 and, that I, as the Bidder, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this Invitation For Bid.

COMPLETE AND RETURN WITH BID

ATTACHMENT A

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 no, 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 _____

Date _____

COMPLETE AND RETURN WITH BID

ATTACHMENT B

**INVITATION FOR BID #28-25
POTOMAC VALLEY ROAD SIDEWALK PROJECT**

CITY OF ROCKVILLE BIDDER REFERENCE FORM

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 performing the type of work required for this contract. The bidder shall have performed similar work for a minimum period of five (5) years. Indicate below a listing of three recent projects completed by your firm that can substantiate past work performance and experience in the type of work required for this contract. The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request.

1. Company Name_____

Address:_____

Contact Person:_____ Current phone #:_____

Email Address:_____

Contract Amount:_____ Name of your project supervisor:_____

Description of Work Performed:_____

2. Company Name_____

Address:_____

Contact Person:_____ Current phone #:_____

Email Address:_____

Contract Amount:_____ Name of your project supervisor:_____

Description of Work Performed:_____

3. Company Name_____

Address:_____

Contact Person:_____ Current phone #:_____

Email Address:_____

Contract Amount:_____ Name of your project supervisor:_____

Description of Work Performed:_____

COMPLETE AND RETURN WITH BID

4. Company Name_____

Address:_____

Contact Person:_____ Current phone #:_____

Email Address:_____

Contract Amount:_____ Name of your project supervisor:_____

Description of Work Performed:_____

5. Company Name_____

Address:_____

Contact Person:_____ Current phone #:_____

Email Address:_____

Contract Amount:_____ Name of your project supervisor:_____

Description of Work Performed:_____

COMPLETE AND RETURN WITH BID

SECTION 6: MWCOG TERMS AND CONDITIONS

INVITATION FOR BIDS #28-25 POTOMAC VALLEY ROAD SIDEWALK PROJECT

SUBRECIPIENTS are categorized as SUBRECIPIENTS in this section

I. Compliance with Law

A. SUBRECIPIENT hereby represents and warrants that:

- It has the power and authority to enter into and perform the CONTRACT, that the CONTRACT, when executed and delivered, shall be a valid and binding obligation of SUBRECIPIENT, enforceable in accordance with its terms.
- Its performance under the CONTRACT shall be in a good and workmanlike manner and in accordance with all applicable professional standards.
- It is qualified to do business in the jurisdictions covered by the CONTRACT and that it will take such action as, from time-to-time hereafter, may be necessary to remain so qualified.
- It is not in arrears in the payment of any obligations due and owing to any agency involved in this CONTRACT, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this CONTRACT.
- It shall comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under this CONTRACT.
- It shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary for the performance of its obligations under this CONTRACT.

B. Funding Agency Changes

SUBRECIPIENT shall at all times comply with all applicable state and federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the funding agreement between such agency and COG, as they may be amended or promulgated from time to time during the term of this CONTRACT. SUBRECIPIENT's failure to comply shall constitute a material breach of this CONTRACT.

II. No Government Obligation to Third Parties

- A. SUBRECIPIENT acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying CONTRACT, absent the express written consent by the Federal Government, the Federal Government is not a party to this CONTRACT and shall not be subject to any obligations or liabilities of COG, SUBRECIPIENT, or any other person (whether or not a party to that CONTRACT) pertaining to any matter resulting from the underlying CONTRACT.
- B. SUBRECIPIENT agrees to include the above clause in each subcontract financed in whole or in part with federal assistance. It is further agreed that the clause shall not be modified, except to identify SUBRECIPIENT that will be subject to its provisions.

III. Energy Conservation - 42 U.S.C. § 6321 *et seq.*¹

¹ All references to statutes and regulations include any amendments to present.

SUBRECIPIENT agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

IV. Clean Water Requirements - 33 U.S.C. § 1251 *et seq.*

A. SUBRECIPIENT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act. SUBRECIPIENT agrees to report each violation to COG and understands and agrees that COG will, in turn, report each violation, as required, to ensure notification to appropriate federal agencies, including the appropriate EPA Regional Office.

B. SUBRECIPIENT also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance.

V. Clean Air - 42 U.S.C. § 7401 *et seq.*

A. The Clean Air requirements apply to all CONTRACTs exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

B. SUBRECIPIENT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. § 7401 *et seq.* The SUBRECIPIENT agrees to report each violation to COG and understands and agrees that COG will, in turn, report each violation as required to assure notification to the funding federal agency, if any, and the appropriate EPA regional office.

C. SUBRECIPIENT also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance.

VI. Recycled Products - 42 U.S.C. § 6962

A. The Recycled Products requirements apply to all CONTRACTs for items designated by the EPA, when COG or the SUBRECIPIENT procures \$10,000 or more of one of these items during the fiscal year or has procured \$10,000 or more of such items in the previous fiscal year, using federal funds.

B. SUBRECIPIENT agrees to comply with all requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. § 6962, including but not limited to regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

VII. Funding Agency Changes

SUBRECIPIENT shall at all times comply with all applicable state and federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the funding agreement between such agency and COG, as they may be amended or promulgated from time to time during the term of this CONTRACT. SUBRECIPIENT's failure to comply shall constitute a material breach of this CONTRACT.

VIII. Lobbying - 31 U.S.C. § 1352 *et seq.*
(Regarding each bid or offer exceeding \$100,000)

A. In signing the attendant proposal form above the proposer certifies, to the best of their knowledge and belief, that:

B. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or

an employee of a Member of Congress in connection with the awarding of any federal CONTRACT, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and federal CONTRACT, grant, loan, or cooperative agreement.

- C. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal CONTRACT, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). [Note: Language in paragraph (b) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995. (P.L. 104-65, to be codified at 2 U.S.C. § 1601 *et seq.*)]
- D. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and CONTRACTs under grants, loans, and cooperative agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly.
- E. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

IX. Program Fraud and False or Fraudulent Statements and Related Acts -
31 U.S.C. § 3801 *et seq.*

- A. SUBRECIPIENT acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.* and all appropriate federal agency regulations apply to its actions pertaining to this project. Upon execution of the underlying CONTRACT, SUBRECIPIENT certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying CONTRACT of the federally assisted project for which this CONTRACT work is being performed. In addition to other penalties that may be applicable, the SUBRECIPIENT further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on SUBRECIPIENT or to the extent the Federal Government deems appropriate.
- B. SUBRECIPIENT also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a CONTRACT connected with a project that is financed in whole or in part with federal assistance, the Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(N)(1) on SUBRECIPIENT, to the extent the Federal Government deems appropriate.
- C. SUBRECIPIENT agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance. It is further agreed that the clause shall not be modified, except to identify the SUBRECIPIENT who will be subject to the provisions.

X. Civil Rights Requirements - 29 U.S.C. § 62, 42 U.S.C. § 2000, 42 U.S.C. § 602, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332

A. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of federal law, the SUBRECIPIENT agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, SUBRECIPIENT agrees to comply with applicable federal implementing regulations. The clauses of Appendix A and E of the U.S. DOT Standard Title VI Assurances (USDOT 1050.2A) are incorporated herein by reference.

B. Equal Employment Opportunity. The following equal employment opportunity requirements apply to this CONTRACT:

1. Race, Color, Creed, National Origin, Sex, Age

In accordance with Title VII of the Civil Rights Act, 42 U.S.C. § 2000e, SUBRECIPIENT agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal CONTRACT Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.* (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect activities undertaken in the course of this project SUBRECIPIENT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, SUBRECIPIENT agrees to comply with any implementing requirements the funding federal agency may issue.

2. Age

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, , 29 U.S.C. § 623 and other applicable law, SUBRECIPIENT agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, SUBRECIPIENT agrees to comply with any implementing requirements the funding federal agency may issue.

3. Disabilities

In accordance with section 102 of the Americans with Disabilities Act, 42 U.S.C. § 12112, SUBRECIPIENT agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, SUBRECIPIENT agrees to comply with any implementing requirements the funding federal agency may issue.

C. SUBRECIPIENT also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance, modified only if necessary to identify the affected parties.

XI. DBE Assurance

- A. SUBRECIPIENT or any subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this CONTRACT. SUBRECIPIENT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of COG CONTRACTS.
- B. All CONTRACTORS are required to make a good faith effort to include disadvantaged Business Enterprises (DBE) in their work under this CONTRACT.

- C. Failure by SUBRECIPIENT to carry out these requirements is a material breach of this CONTRACT, which may result in the termination of this CONTRACT or such other remedy as the COG or the participating jurisdiction(s) deem appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions as set forth in the CONTRACT;
- (3) Liquidated damages which will be spelled out in the CONTRACT; and/or
- (4) Disqualifying the SUBRECIPIENT from future bidding as non-responsible.

XII. Responsibility of the SUBRECIPIENT

- A. SUBRECIPIENT shall perform the services required by this CONTRACT with the standard of care, skill, and diligence normally provided by a SUBRECIPIENT in the performance of services similar to the services hereunder.
- B. Notwithstanding any review, approval, acceptance, or payment for the services by COG, SUBRECIPIENT shall be responsible for the professional and technical accuracy of its work, design, drawings, specifications, and other materials furnished by SUBRECIPIENT under this CONTRACT.
- C. If SUBRECIPIENT fails to perform the services, or any part of the services, in conformance with the standard set forth in the subparagraphs above, it shall, if required by COG, perform at its own expense and without additional cost to COG, those services necessary for the correction of any deficiencies or damages resulting, in whole or in part, from SUBRECIPIENT's failure. This obligation is in addition to and not in substitution for any other remedy available to COG under the "Remedies" paragraph, or otherwise available by law.

XIII. Governing Law

This CONTRACT shall be governed by and construed in accordance with the laws of the State of Maryland without regard to principles of conflicts of law.

XIV. Indemnification

- A. SUBRECIPIENT, acting as an independent SUBRECIPIENT, shall hold COG harmless from and shall be solely responsible, where found liable, for the payment of any and all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act of omission or negligence of its employees or agents in connection with the performance of this work.
- B. This obligation of indemnification shall apply to any acts or omissions, negligent conduct, whether active or passive, including acts or omissions of Contractor's agents or employees; except that it shall not be applicable to injury, death or damage to the property arising from the sole negligence of COG, their officers, agents, and employees.

XV. Force Majeure

- A. Neither COG nor SUBRECIPIENT shall be held responsible for delay or default caused by fire, riot, acts of God, declaration of emergency, or war where such cause was beyond, respectively, COG's or SUBRECIPIENT's reasonable control. COG and/or its members and SUBRECIPIENT shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this CONTRACT.
- B. The party claiming force majeure must give notice of its claim to the other party with 5 working days.

XVI. Independent Contractor

- A. SUBRECIPIENT shall perform the work required by this CONTRACT as an “Independent Contractor.” Although COG reserves the right to determine the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, COG cannot and will not control the means or manner of SUBRECIPIENT’s performance. SUBRECIPIENT shall comply promptly with any requests by COG relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to the work under this CONTRACT. SUBRECIPIENT is responsible for determining the appropriate means and manner of performing the work.
- B. SUBRECIPIENT represents and warrants that SUBRECIPIENT is not an employee of COG, is not currently employed by the Federal Government, and is not an officer, employee, or agent of COG.
- C. SUBRECIPIENT shall be responsible for all federal or state taxes applicable to any compensation or payments paid to SUBRECIPIENT under this CONTRACT. SUBRECIPIENT is not eligible for any federal Social Security, unemployment insurance, or workers’ compensation benefits from compensation or payments paid to SUBRECIPIENT under this CONTRACT.
- D. SUBRECIPIENT agrees to immediately provide COG notice of any claim made against SUBRECIPIENT by any third party. SUBRECIPIENT also agrees not to assign to any third party, without COG’s written consent, any obligation of COG to indemnify SUBRECIPIENT for any actions under this CONTRACT.

XVII. Insurance Requirements

- A. For its activities and operations, SUBRECIPIENT shall obtain, and at all times keep in effect, Commercial General Liability Insurance in the amounts listed below. The insurance shall include coverage for personal injury and claims of discrimination and civil rights violations. All such insurance shall name COG as ADDITIONAL INSURED. A copy of the certificate of insurance shall be filed with COG before any services are rendered. SUBRECIPIENT shall maintain coverage in the amounts of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$500,000 for property damage. Coverage shall be written on an occurrence form (Accord Form).
- B. SUBRECIPIENT shall obtain, and at all times keep in effect, automobile insurance on all vehicles used in this CONTRACT. SUBRECIPIENT’s automobile insurance shall include coverage for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations of any owned or hired automobiles used by SUBRECIPIENT in connection with the performance of this CONTRACT. All such insurance shall name COG and/or its individual members, their employees, and agents as ADDITIONAL INSURED.
- C. SUBRECIPIENT shall, upon request, provide COG with certification of Workers’ Compensation Insurance, with employer’s liability at least the minimum amount required by the governing jurisdiction’s law, in effect for each year of this CONTRACT.
- D. SUBRECIPIENT shall obtain and maintain at all times during the prosecution of the work under this CONTRACT professional liability insurance. Limits of liability shall be \$1,000,000 per claim and \$2,000,000 aggregate.
- E. All insurance policies shall have a minimum 30 days’ notice of cancellation. Immediate written notice to COG, and members involved in the CONTRACT, shall be required in the event of cancellation or restriction by the insurance company of any insurance policy referred to in this section.
- F. When insurance coverage is renewed, SUBRECIPIENT shall provide new certificates of insurance to all Contracting agencies and COG prior to expiration of current policies.

XVIII. Patent and Rights in Data.

A. Rights in Data

The following requirements apply to each CONTRACT involving experimental, developmental or research work:

1. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the CONTRACT. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; CDs or flash drives (thumbdrives) containing data; and any other information retained in computer memory. Examples include, but are not limited to computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to CONTRACT administration.
2. The following restrictions apply to all subject data first produced in the performance of the CONTRACT:
 - a) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes,". As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its federal license to any other party.
 - i. Any subject data developed under the CONTRACT, whether or not a copyright has been obtained; and
 - ii. Any rights of copyright purchased by the Purchaser or the SUBRECIPIENT using federal assistance.

B. Patent Rights

The following requirements apply to each CONTRACT involving experimental, developmental, or research work:

1. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the CONTRACT, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and the SUBRECIPIENT agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until the federal funding agency is ultimately notified.
2. Unless the Federal Government later makes a contrary determination in writing, irrespective of SUBRECIPIENT's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and SUBRECIPIENT agree to take the necessary actions to provide, through the federal funding agency, those rights in that invention due the Federal Government as described in the U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, CONTRACTs and Cooperative Agreements," 37 C.F.R. Part 401.
3. SUBRECIPIENT also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance.

XIX. Access to Records and Reports - 49 U.S.C. § 5325

- A. SUBRECIPIENT agrees to provide COG, and if applicable the state or federal funding agency, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers, and records of SUBRECIPIENT which are directly pertinent to this CONTRACT for the purposes of making audits, examinations, excerpts, and transactions.

- B. SUBRECIPIENT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. SUBRECIPIENT agrees to maintain all books, records, accounts, and reports required under this CONTRACT for a period of not less than three (3) years after the date of termination or expiration of this CONTRACT, except in the event of litigation or settlement of claims arising from the performance of this CONTRACT, in which case SUBRECIPIENT agrees to maintain same until COG, the applicable state or federal funding agency, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.

XX. Invoicing and Payments

- A. Invoices shall be submitted not more than 30 days after the end of the month and, if submitted according to Project and CONTRACT requirements. Payments to the SUBRECIPIENT pursuant to this CONTRACT shall be made no later than 30 days after COG's receipt of a proper invoice from SUBRECIPIENT.
- B. Any invoice for work in the fiscal year (FY) must be submitted by CONTRACTOR within 30 days after the end of the COG's June 30 FY.
- C. Payments to SUBRECIPIENT pursuant to this CONTRACT shall be made no later than 30 days after COG's receipt of a proper invoice from the SUBRECIPIENT.
- D. [Electronic Payment](#) means the payment of money to a vendor by electronic means, including by means of a Purchase Card (P-card) or Automated Clearing House (ACH) funds transfer method.
- E. SUBRECIPIENTs will receive payment from the P-Card in the same manner as other credit card purchases. The payments typically are transferred within 48 hours.
- F. ACH transactions will be acceptable as a form of payment to COG vendors. Please keep in mind the turn-around time on ACH transactions can be as long as 30 days.
- G. Accordingly, SUBRECIPIENTs must presently have the ability to accept these P-Cards or ACH and take whatever steps necessary to implement this ability before the start of the CONTRACT term, or CONTRACT award by the COG. COG reserves the right to revise this program as necessary.

XXI. Allowable Costs

Only those costs which are consistent with Title 2 C,F,R, Part 200 shall be reimbursed under this CONTRACT.

XXII. Covenant Against Contingent Fees

SUBRECIPIENT warrants that it has not employed any person to solicit or secure this CONTRACT upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of warranty shall give the Contracting Officer the right to terminate this CONTRACT or, in their discretion, to deduct from the CONTRACT price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by SUBRECIPIENT upon CONTRACTs or sales secured or made through a bona fide established commercial or selling agency maintained by the SUBRECIPIENT for the purpose of securing business.

XXIII. Severability

It is understood and agreed by the parties that, if any of these provisions shall contravene, or be invalid under, the laws of the particular state, county, or jurisdiction where used, such contravention or invalidity shall not invalidate the whole CONTRACT, but the CONTRACT shall be construed as of not containing the particular provision or

provisions held to be invalid in the said particular state, county, or jurisdiction and the rights and obligations of the parties shall be construed and enforced accordingly.

XXIV. Assignments

This CONTRACT shall not be assigned, sublet, or transferred in whole or in part by SUBRECIPIENT, except with the previous written consent of the COG Contracting Officer or his or her designee.

XXV. Breaches and Dispute Resolution.

A. Disputes

Disputes arising in the performance of this CONTRACT, which are not resolved by agreement of the parties, shall be decided in writing by the COG Executive Director or designee. This decision shall be final and conclusive, unless within ten (10) working days from the date of receipt of its copy, SUBRECIPIENT mails or otherwise furnishes a written appeal to the Executive Director or designee. In connection with any such appeal, SUBRECIPIENT shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director or designee shall be binding upon SUBRECIPIENT, and SUBRECIPIENT shall abide by the decision.

B. Performance During Dispute

Unless otherwise directed by COG, SUBRECIPIENT shall continue performance under this CONTRACT while matters in dispute are being resolved.

C. Claim for Damages

Should either party to the CONTRACT suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents, or others for acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

D. Remedies

Unless this CONTRACT provides otherwise, all claims, counterclaims, disputes, and other matters in question between COG and SUBRECIPIENT arising out of or relating to this CONTRACT or its breach may be submitted by the parties for arbitration if the parties mutually agree, otherwise, such claims, counterclaims, disputes, and other matters shall be decided by a court of competent jurisdiction within the District of Columbia.

E. Rights and Remedies

The duties and obligations imposed by the CONTRACT and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by COG or SUBRECIPIENT shall constitute a waiver or any right or duty afforded to them under the CONTRACT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

XXVI. Termination - 49 U.S.C. Part 18

Applicable to all CONTRACTs in excess of \$10,000

A. Termination for Convenience

COG, by written notice, may terminate this CONTRACT, in whole or in part, at least 60 days in advance by written notice of effective date to SUBRECIPIENT when it is in COG's best interest. If this CONTRACT is terminated, COG shall be liable only for payment under the payment provisions of this CONTRACT for services rendered before the effective date of termination.

B. Termination for Default [Breach or Cause]

If SUBRECIPIENT fails to perform in the manner called for in this CONTRACT, or if SUBRECIPIENT fails to comply with any other provisions of the CONTRACT, COG may terminate this CONTRACT for default. Termination shall be effected by serving a notice of termination 30 days in advance of effective date on SUBRECIPIENT setting forth the manner in which the CONTRACT is in default. SUBRECIPIENT will only be paid the CONTRACT price for services performed in accordance with the manner of performance set forth in the CONTRACT. If it is later determined by COG that SUBRECIPIENT had an excusable reason for not performing, such as strike, fire, or flood, events which are beyond the control of SUBRECIPIENT, COG, after setting up a new delivery of performance schedule, may allow SUBRECIPIENT to continue work, or treat the termination as a termination for convenience.

- C. COG in its sole discretion may, in the case of termination for breach or default, allow SUBRECIPIENT ten (10) working days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If SUBRECIPIENT fails to remedy to COG's satisfaction the breach or default of any of the terms, covenants, or conditions of this CONTRACT within the ten (10) working days after receipt by SUBRECIPIENT of written notice from COG setting forth the nature of said breach or default, COG shall have the right to terminate the CONTRACT without further obligation to SUBRECIPIENT. Any such termination for default shall not in any way operate to preclude COG from also pursuing all available remedies against SUBRECIPIENT and its sureties for said breach or default.

- D. In the event COG elects to waive its remedies for any breach by SUBRECIPIENT of any term, covenant, or condition of this CONTRACT, such waiver by COG shall not limit COG's remedies for any succeeding breach of that or any other term, covenant, or condition of this CONTRACT.

XXVII. Bankruptcy

Upon filing for any bankruptcy proceeding by or against SUBRECIPIENT, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, SUBRECIPIENT must notify COG immediately. Upon learning of the actions herein identified, COG reserves the right at its sole discretion either to cancel the CONTRACT or to affirm the CONTRACT and hold SUBRECIPIENT responsible for damages. The exercise of this right is in addition to any other rights COG may have as provided in this CONTRACT or by law.

XXVIII. Interest of Members of Congress

No member of, or delegates to, the Congress of the United States shall be admitted to a share or part of this CONTRACT or to any benefit arising there from.

XXIX. Interest of Employees of COG

No employee of COG, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out the project, during their tenure or one (1) year thereafter, shall have any personal interest, direct or indirect, apart from their official duties, in this CONTRACT or the proceeds thereof.

XXX. Interest of the SUBRECIPIENT

SUBRECIPIENT covenants that it has presently no financial interest, shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this CONTRACT. SUBRECIPIENT further covenants that, in the performance of this CONTRACT, no person having any such interest shall be employed.

XXXI. Confidential or Personal Data

- A. COG respects the privacy or business interests involved in confidential or personal data. It is COG's policy to obtain confidential or personal data or store or allow storage of such data only -
 - 1. When necessary to fulfill COG's information-gathering and data collection responsibilities
 - 2. In conjunction with COG Projects. COG intends to minimize risk of disclosure of such confidential or personal data.
- B. Whenever feasible and the requirements of a Project allow, the names of survey participants or users of a website or other data collection method shall not be accepted, recorded, stored, or retained.
- C. When COG engages in a Project, which involves the collection or storage of confidential or personal information by or through use of surveys, websites or by other data collection, the following conditions shall be met:
 - 1. The survey, website or other collection method shall contain a set of conditions for use and a disclaimer of any COG liability for use, in language approved by COG in writing.
 - 2. The party/parties working with COG shall demonstrate adherence to a federal or applicable state standard for protecting confidential or personal information.
 - 3. The confidential or personal information collected or stored by or through the survey, website or other data collection shall be kept confidential. All necessary steps shall be taken to protect the privacy of the users of the website or other data collection. Any confidential or personal information provided by users of the website or other data collection including, but not limited to, their names and addresses, shall be protected.
 - 4. COG shall retain control over and ownership of all surveys, web pages, control files, and scripts, database schema, and database contents, in addition to all content which is published on or stored by the website or other data collection, unless COG specifically agrees in writing otherwise.
 - 5. No release of any announcements intended for public dissemination concerning the collection or storage of such information by or through the survey, website or other data collection shall occur until COG has given prior written authorization, unless COG specifically agrees in writing otherwise.
 - 6. In the event that information collected or stored by or through the survey, website or other data collection shall be stolen or handled incorrectly, the party or parties working with COG on the project shall be responsible for any required notification to persons who have entered personal information in that system and all costs related thereto.
 - 7. The project documents shall provide that other parties working with COG on the survey, website or other data collection or storage shall indemnify COG with at least the following commitment:

[SUBRECIPIENT or other party] shall indemnify and hold COG harmless from and shall be solely responsible, for the payment of any and all claims for loss, personal injury, death, property damage, infringement or misappropriation of any third party's intellectual property rights, violation of privacy, confidentiality or otherwise, arising out of any act of omission or negligence of its employees or agents in connection with the performance of the work under this CONTRACT.

8. At the end of the Project or CONTRACT, any personal or confidential information shall be given to COG or destroyed, and a certification of destruction provided to COG by SUBRECIPIENT or other party.

XXXII. COG's Policies and Procedures

When federal law, or any grant conditions, certifications, or assurances require COG to utilize competitive procurement procedures for selection of a SUBRECIPIENT, COG's policies and procedures shall govern every aspect of SUBRECIPIENT selection process, *e.g.*, the solicitation, evaluation, award, and post-award process (including, without limitation, any protest of an award, and the terms and conditions under which a CONTRACT may be approved, executed, and administered). Any SUBRECIPIENT and potential SUBRECIPIENT will be provided with a copy of such policies and procedures, on request.

XXXIII. COG's Information Technology Policy and Facilities, Policies, Procedures,

- A. SUBRECIPIENTs that must access COG's facilities, equipment, or information technology systems or require a COG login account to perform their duties must adhere to COG's Information Technology Policies and Procedures. Such SUBRECIPIENTs will receive a copy of the policies and procedures prior to receiving access to COG's IT systems.
- B. SUBRECIPIENTs that must use any of COG's facilities or equipment must adhere to COG's Facilities, Policies and Procedures. Such SUBRECIPIENTs will receive a copy of all relevant procedures prior to receiving access to COG's facilities or equipment.

XXXIV. Audits

Per the Enhanced Mobility Circular, COG as the Designated Recipient for Enhanced Mobility funds will collect A-133 audit reports from SUBRECIPIENT receiving more than \$750,000 in federal funds. At a minimum, SUBRECIPIENT is required to bring to COG/TPB's attention any audit findings relevant to its use of FTA funds. SUBRECIPIENT is not subject to A-133 audit requirements and may require additional monitoring, in a format elected by COG, to ensure compliance.

XXXV. FFATA Reporting

- A. The Federal Funding Accountability and Transparency Act ("FFATA") requires prime recipients of federal grants and CONTRACTs to report sub-award and executive compensation data. COG is the prime recipient of federal awards for the purposes of this policy and is responsible for reporting sub-award data.
- B. COG and first-tier sub-awardees are required to maintain current registration in the System for Awards Management ("SAM") as well as obtain a DUNS number. COG is responsible for filing the report in the FSRS system, not SUBRECIPIENTS. However, COG award SUBRECIPIENTS must provide the following information to COG before they will be eligible to receive the sub-award:
 1. The entity's information
 2. Description and/or title of the sub-award (including NAICS code or CFDA number)
 3. Date and amount of award
 4. Location of the entity receiving the award and the primary location of performance under the award, including the city, county, state, congressional district, and country
 5. Active and current SAM Unique Identifier Number

6. Names and total compensation of the five (5) highest paid officers/executives of the sub-recipient if all three criteria are met:
- a) Federal awards make up 80% or more of SUBRECIPIENT's annual gross revenues
 - b) SUBRECIPIENT's annual gross revenue from federal awards is \$25 million or more
 - c) SUBRECIPIENT's officer names are not publicly available, and the public does not have access to data on executive compensation of the entity through the Securities and Exchange Commission (SEC) as described in further detail in OMB Guidance on Sub-award and Executive Compensation Reporting (August 27, 2010)

(COG, as the prime recipient of the federal award, must also report its own executive compensation data by the end of the month following the award if the same criterion noted above is met.)

XXXVI. Additional Requirements

In addition to the terms and conditions expressly referenced in this CONTRACT, SUBRECIPIENT acknowledges and agrees that the terms and conditions of any federal or state grant that provides funding for this CONTRACT, in whole or in part, shall apply to and shall govern the parties' rights and obligations under this CONTRACT and shall be deemed additional terms, conditions, and requirements of this CONTRACT.

XXXIII. Priority of Requirements

In the event of a conflict between or among any of the terms, conditions, and requirements applicable to this CONTRACT, the conflict shall be resolved by giving weight in accordance with the following priorities, in the order as stated below:

- A. Terms and conditions of any grant that provides funding for this CONTRACT, in whole or in part;
- B. Terms and conditions set forth or referenced within this CONTRACT;
- C. Terms and conditions and representations set forth or referenced within Attachment A for this CONTRACT;
- D. Terms, conditions, specifications, and requirements set forth within any solicitation (e.g., RFP or IFB) pursuant to which this CONTRACT was awarded;
- E. Offers, representations, promises, terms and conditions set forth with the bid or proposal submitted in response to any solicitation (e.g., RFP or IFB) pursuant to which this CONTRACT was awarded.

XXXIV. Time is of the Essence

Time is of the essence in SUBRECIPIENT's performance of each and every obligation and duty under this CONTRACT.

XXXV. Entire Agreement

This CONTRACT constitutes the entire agreement between the parties and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this CONTRACT are superseded by this CONTRACT. No amendment to this CONTRACT shall be binding unless in writing and signed by the parties.

INVITATION FOR BIDS #28-25
POTOMAC VALLEY ROAD SIDEWALK PROJECT

SECTION VII

APPENDICES

APPENDIX A

MONTGOMERY COUNTY NOISE ORDINANCE Notice to Contractors

The Montgomery County Council recently enacted a comprehensive revision to the County Noise Control Ordinance ([Chapter 31B, Montgomery County Code](#)), including changes to the provisions concerning noise from construction activities.

GENERAL ORDINANCE STANDARDS

(Non-construction related)

Maximum allowable sound levels, measured at the nearest receiving property line, are 65 dBA (A-weighted decibels) during daytime hours and 55 dBA during nighttime hours, for residential receiving properties (67 dBA daytime and 62 dBA nighttime for non-residential receiving property). Mixed Use Zones are considered residential.

"Daytime" means from 7 a.m. to 9 p.m. weekdays and 9 a.m. to 9 p.m. weekends and holidays.

"Nighttime" means from 9 p.m. to 7 a.m. weekdays and 9 p.m. to 9 a.m. weekends and holidays.

"Receiving Property" means any property where people live or work and where noise is heard.

CONSTRUCTION EXEMPTION AND STANDARDS

"Construction" means temporary activities directly associated with site preparation, assembly, erection, repair, alteration, or demolition of structures or roadways. Construction Noise levels must be measured on a receiving property, but no closer than 50' from the noise source.

From 7 a.m. to 5 p.m. Weekdays, Construction Noise Levels must not exceed:
75 dBA without a "Noise Suppression Plan".
85 dBA with a "Noise Suppression Plan".

"Noise Suppression Plan" means a written plan to use the most effective noise suppression equipment, materials, and methods appropriate and reasonably available for a particular type of construction.

At all times other than 7 a.m. to 5 p.m. weekdays, the general standards specified above must be met.

For example: Assuming a residential or mixed-use receiving property, construction noise levels from 5 p.m. to 9 p.m. weekdays and from 9 a.m. to 9 p.m. weekends and holidays must not exceed 65 dBA. From 9 p.m. to 7 a.m. weekdays and 9 a.m. on weekends and holidays, the standard is 55 dBA (this is unchanged from the previous ordinance).

Construction activities are also subject to the "Noise Disturbance" provisions of the Ordinance. Examples of Noise Disturbances are delivering materials or equipment, or loading or unloading in a residential area, or operating construction equipment with audible back-up warning devices during Nighttime Hours.

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.

Appendix B

FORESTRY PERMIT

PERMIT #: **FTP2022-00002** DATE OF ISSUE: 03/28/22
EXPIRATION DATE: 3/28/2024
PERMITEE: **CITY OF ROCKVILLE - DPW**
ADDRESS: **111 MARYLAND AVENUE**
ROCKVILLE MD 20850

PHONE: **Primary:**
Project Name: **W GUDE DRIVE** SITE ADDRESS: **W GUDE DR**
SUBDIVISION: **RIGHT-OF-WAY** LOT: **0000** BLK: **000**

PROJECT DESCRIPTION:

NRI/FSD & FCP for W. Gude Drive sidewalk extension for installation of five foot wide sidewalk on north side of W. Gude Drive from Frederick Road to Watkins Pond Blvd

THIS PROJECT REQUIRES THE FOLLOWING:

PRECONSTRUCTION MEETING
SIGNIFICANT TREE REMOVAL

ROOT PRUNING

TREE PRUNING

AERATION SYSTEM

TREE PROTECTION FENCE

TREE PROTECTION SIGNAGE

PERMANENT PROTECTION FENCE

PREPLANTING MEETING

SIGNIFICANT TREE PLANTING

ON-SITE PLANTING

OFF SITE PLANTING

POST PLANTING INSPECTION

POST CONSTRUCTION MEETING

TWO YEAR WARRANTY

FIVE YEAR WARRANTY

FOREST CONSERVATION EASEMENT

TREE COVENANTS

OTHER

CONDITIONS:

1. Project must be constructed in accordance with Tree Save Plan and Landscape Plans approved on 3/28/2022.
2. You must notify MISS UTILITY at 1-800-257-7777, 811, or at www.missutility.net at least 48 hours prior to construction.
3. Schedule a pre-construction meeting with the Forestry Inspector, Natasha Shangold (240 314-8233 or nshangold@rockvillemd.gov) and the Senior Sediment and Erosion Inspector, Arthur Simpson (240 314-8879 or asimpson@rockvillemd.gov). The ISA certified arborist/MD LTE must be present. You must provide at least 48 hours notice before meeting and the limits of disturbance must be staked prior to the meeting. No clearing, grading, or tree removals may be done prior to this meeting. No installation of tree protection fence or sediment control devices may be installed prior to this meeting.
4. All tree work, including removals, tree protection measures, and stress reduction measures shall be performed by an arborist who is both a Maryland Licensed Tree Expert (LTE) and an ISA Certified Arborist. Proof of these certifications must be provided to the Forestry Inspector.
5. Provide any additional tree save measures as directed by the Forestry Inspector.
6. The applicant is required to schedule a pre planting meeting with the Forestry Inspector prior to installing any plant material. The tree locations must be staked in the field prior to this meeting.
7. All landscape material must be installed per the approved Landscape and Forest Conservation Plan. No substitutions are permitted without prior written permission of the City Forester.
8. Apply approved wildlife protection to newly planted trees as directed by the Forestry Inspector.
9. Pursuant to Section 10.5-34 of the Forest and Tree Preservation Ordinance (FTPO), a fine in the amount of \$1,000 may be imposed for each violation. Each day the violation continues is a separate violation. In addition, a stop work order may be issued until the violation has been abated and the fine has been paid or an appeal has been filed pursuant to Section 10.5-35 of the FTPO. Additional punitive measures as stated under Section 10.5-34 of the FTPO may be imposed.
10. All work covered by permit must be completed by the expiration date which is two years from date of issuance. Requests for extensions must be submitted in writing to the City Forester 30 days prior to the permit expiration date justifying the permit extension.

THIS PERMIT AUTHORIZES THE ABOVE DESCRIBED CONSTRUCTION SUBJECT TO ALL APPLICABLE LAWS, REGULATIONS, TERMS, AND CONDITIONS HEREIN AND ELSEWHERE

APPROVED:

Shaun Patrick Ryan
Principal Planner - Landscape Architect

03/28/22

REV: FFTPPRM 03/28/22

MFD 03/28/22

FORESTRY PERMIT

PERMIT #: **FTP2022-00002**

DATE OF ISSUE: 03/28/22
EXPIRATION DATE: 3/28/2024

PERMITEE: **CITY OF ROCKVILLE - DPW**
ADDRESS: **111 MARYLAND AVENUE**
ROCKVILLE MD 20850

PHONE: **Primary:**

Project Name: **W GUDE DRIVE**
SUBDIVISION: **RIGHT-OF-WAY**

SITE ADDRESS: **W GUDE DR**
LOT: **0000** BLK: **000**

PROJECT DESCRIPTION:

NRI/FSD & FCP for W. Gude Drive sidewalk extension for installation of five foot wide sidewalk on north side of W. Gude Drive from Frederick Road to Watkins Pond Blvd

ENGINEER: **Primary:**
ADDRESS: (W) (H) (F)

PHONE:

ESTIMATED COST OF WORK:	PERMIT FEES:	AMOUNT OF SECURITY:
PLANTING:	Pre FCP \$0.00	PLANTING:
OTHER:	Frst. Conservation Rev \$0.00	OTHER:
	Permit Fee \$0.00	BOND:
		L OF C:
		CASH:
		OTHER:
	TOTAL FEES: \$0.00	

THIS PERMIT AUTHORIZES THE ABOVE DESCRIBED CONSTRUCTION SUBJECT TO ALL
APPLICABLE LAWS, REGULATIONS, TERMS, AND CONDITIONS HEREIN AND ELSEWHERE

APPROVED: Shaun Patrick Ryan  03/28/22
Principal Planner - Landscape Architect

REV: FFTPPRM 03/28/22 MFD 03/28/22

SEDIMENT CONTROL PERMIT (SCP)

PERMIT#: SCP2021-00006 DATE OF ISSUE: 11/09/2022
DATE OF EXPIRATION: 11/9/2024
PWK PERMIT:
TYPE OF SEDIMENT CONTROL PERMIT: SC

SITE ADDRESS: W GUDE DR
SUBDIV: RIGHT-OF-WAY LOT: 0000 BLK: 000
TYPE OF WORK: Sediment control for sidewalk improvements along north side of W Gude Dr
between
Watkins Pond Blvd and MD 355 (Frederick Rd)
CONDITIONS:

This permit authorizes the above described construction subject to all applicable laws, regulations, terms and conditions herein and elsewhere.

Approved: Craig Simoneau 11/09/2022
Director of Public Works

rev: fscp2pmt 11/09/2022 SKM 11/09/2022
SKM Staff Contact

SEDIMENT CONTROL PERMIT (SCP)

PERMIT#: SCP2021-00006

DATE OF ISSUE: 11/09/2022

DATE OF EXPIRATION: 11/9/2024

PWK PERMIT:

TYPE OF SEDIMENT CONTROL PERMIT: SC

SITE ADDRESS: W GUDE DR

SUBDIV: RIGHT-OF-WAY LOT: 0000 BLK: 000

1. This permit is for sediment control only for construction of sidewalk, ramps, retaining walls, replacement driveway aprons, and stormwater facilities in public right-of-way along the north side of W Gude Drive. All work must comply with the approved plans dated 11/07/2022 and all plan revisions that must be reviewed and approved by the City including field changes.
2. The permittee must schedule a pre-construction meeting with a minimum notice of 48 hours prior to meeting. Only one pre-construction meeting is necessary when multiple permits for the same project are issued. Failure to schedule a pre-construction meeting may result in the issuance of fines, revocation of permit(s) and/or the posting of a stop work order. The following representatives must be invited:

- City Project Inspector, Mike Hershelman at 240-314-8543 (mhershelman@rockvillemd.gov)
- City Stormwater Management Inspector, Ethan Chappell at 240-314-8541 (echappell@rockvillemd.gov)
- City Sediment and Erosion Control Inspector, Arthur Simpson at 240-314-8873 (asimpson@rockvillemd.gov)
- City Forester, Paula Perez at 240-314-8705 (pperez@rockvillemd.gov) and City Forestry Inspector, Natasha Shangold at 240-314-8205 (nshangold@rockvillemd.gov)
- City Project Engineer, Jennifer Wang at 240-314-8506 (jwang@rockvillemd.gov)
- Any Agency Issuing a Permit
- Utility Companies
- Permittee, Owner, or Owner's Representative
- General Contractor
- Site Engineer

Limits of disturbance and tree protection fencing locations must be staked and flagged prior to the pre-construction meeting. The following items must be discussed, as needed, during the pre-construction meeting:

- Elements that require construction inspection, as determined by the City Inspector, must be completed during normal working hours, Monday through Friday, 7:00 am to 3:00 pm.
 - Existing SWM facilities downstream of project
 - SWM Construction Inspection and As-built process
3. A copy of the permit **MUST** be on the job-site.

This permit authorizes the above described construction subject to all applicable laws, regulations, terms and conditions herein and elsewhere.

Approved: Craig Simoneau 11/09/2022
Director of Public Works

rev: fscp2pmt 11/09/2022 SKM 11/09/2022
SKM Staff Contact

SEDIMENT CONTROL PERMIT (SCP)

PERMIT#: SCP2021-00006

DATE OF ISSUE: 11/09/2022

DATE OF EXPIRATION: 11/9/2024

PWK PERMIT:

TYPE OF SEDIMENT CONTROL PERMIT: SC

SITE ADDRESS: W GUDE DR

SUBDIV: RIGHT-OF-WAY LOT: 0000 BLK: 000

- 4. Contractor must contact MISS UTILITY at 811, 1 800 257-7777, or www.missutility.net for marking of existing utilities. MISS UTILITY requires two full business days notice. Existing utilities must be marked prior to the pre-construction meeting.
- 5. Comply with all direction provided by the City Forester at Pre-Construction meeting. No separate forestry permit is required and the contractor may work under the City Roadside Tree permit. Location of trees to be planted and planting soil must be approved by the City Forester prior to planting.
- 6. Contractor must provide any additional sediment control measures as directed by the City Inspector.
- 7. Construction shall only disturb that area which can be completed and stabilized by the end of each working day. For areas to be paved, stabilization shall be the application of stone base. For areas to be vegetatively stabilized: permanent seed and soil stabilization matting or sod for all steep slopes, channels and swales; and permanent seed and mulch for all other areas. Any areas which cannot be stabilized by the end of each working day must have silt fence installed on the downslope side. In areas where existing trees are to be protected, filter logs shall be used instead of silt fence.
- 8. If required, the contractor must supply the Chief, Construction Management, with lab results (from a Maryland State Certified Lab) to confirm that all construction work and materials comply with project specifications. This includes acceptable certification for compaction and backfill.
- 9. Any damage to public improvements must be repaired or replaced in accordance with City standards at the direction of the City Project Inspector.
- 10. Contractor must provide suitable parking locations for employees. Parking is not allowed on private property without permission of the property owner.
- 11. Contractor is to comply with the Montgomery County Noise Ordinance. Apply for a waiver if needed.
- 12. All work covered by this permit must be completed by the expiration date which is two (2) years from date of permit issuance. Requests for permit extensions must be submitted in writing to the Department of Public Works 30 days prior to the expiration date, justifying the extension in accordance with Chapter 19, Section 29.

This permit authorizes the above described construction subject to all applicable laws, regulations, terms and conditions herein and elsewhere.

Approved: Craig Simoneau 11/09/2022
Director of Public Works

rev: fscp2pmt 11/09/2022 SKM 11/09/2022
SKM Staff Contact

SEDIMENT CONTROL PERMIT (SCP)

PERMIT#: SCP2021-00006 DATE OF ISSUE: 11/09/2022
DATE OF EXPIRATION: 11/9/2024
PWK PERMIT:
TYPE OF SEDIMENT CONTROL PERMIT: SC

SITE ADDRESS: W GUDE DR
SUBDIV: RIGHT-OF-WAY LOT: 0000 BLK: 000

WATER SHED: WAT TOTAL AREA OF PROPERTY: 36,448
FLOODPLAIN VARIANCE REQ'D: N TOTAL AREA TO BE DISTURBED: 36,448
USE PERMIT NUMBER: TOTAL IMPERVIOUSNESS PROPOSED: 14,050

(INCLUDE 30' CONTIGUOUS RIGHTS OF WAY)

ESTIMATED COST OF WORK:	PERMIT FEES:	AMOUNT OF SECURITY:
S/C:	TOTAL FEES	S/C: BOND: L OF C: CASH:

OWNER/DEVELOPER: CITY OF ROCKVILLE
ADDRESS: 111 MARYLAND AVENUE
ROCKVILLE MD 20850
DAYTIME PHONE:

This permit authorizes the above described construction subject to all applicable laws, regulations, terms and conditions herein and elsewhere.

Approved: Craig Simoneau 11/09/2022
Director of Public Works

rev: fscp2pmt 11/09/2022 SKM 11/09/2022
SKM Staff Contact

STORMWATER MANAGEMENT PERMIT (SMP)

PERMIT#: SMP2021-00009

DATE OF ISSUE: 11/09/2022
DATE OF EXPIRATION: 11/9/2024

PWK PERMIT: SCP2021-00006
SCP PERMIT:

SITE ADDRESS: W GUDE DR

SUBDIV: RIGHT-OF-WAY LOT: 0000 BLK: 000

This permit is for the Stormwater Management Facilities checked below:

- Surface Sand Filter

Underground Sand Filter

Perimeter Sand Filter

Bioretention

Underground Concrete Vault

Underground Pipe

Micropool ED

Wet Pond

Wet ED Pond

Multiple Pond

Dry ED Pond
- Infiltration

MDE - Approved Proprietary

Filtering System (see notes)

Shallow Wetland

ED Wetland

Pond/Wetland System

Swale (Dry/Wet)

Non Structural

☒ Monetary Contribution

☒ Other

FACILITIES:		TOTAL AREA OF PROPERTY:		36,448.00			
<u>Facility</u>	<u>Drainage</u>	<u>Impervious</u>		<u>Recharge</u>	<u>Quality</u>	<u>Quantity</u>	<u>Quantity</u>
<u>Type</u>	<u>Area</u>	<u>Area</u>	<u>Ownership</u>	<u>Volume</u>	<u>(WQv)</u>	<u>(Cpv)</u>	<u>(Qp)</u>
Other	0.17	0.17	Public	No	Yes	Yes	No

This permit authorizes the above described construction subject to all applicable laws, regulations, terms and conditions herein and elsewhere.

Approved:

Craig Simoneau

Director of Public Works

11/09/2022

rev: fsmpprmt11/09/2022

SKM11/09/2022

SKMStaff Contact

STORMWATER MANAGEMENT PERMIT (SMP)

PERMIT#: **SMP2021-00009**DATE OF ISSUE: **11/09/2022**DATE OF EXPIRATION: **11/9/2024**

PWK PERMIT: SCP2021-00006

SCP PERMIT:

SITE ADDRESS: **W GUDE DR**SUBDIV: **RIGHT-OF-WAY**LOT: **0000**BLK: **000**

CONDITIONS:

1. **This permit is for the construction of stormwater management facilities associated with the West Gude Drive Sidewalk Project to include approximately 1,465 LF of permeable pavement. All work must comply with the approved plans dated 11/07/2022 including any subsequent plan revisions. Plan revisions, including field changes, must be approved by the Rockville Department of Public Works.**

This permit authorizes the above described construction subject to all applicable laws, regulations, terms and conditions herein and elsewhere.

Approved:

Craig Simoneau

11/09/2022

Director of Public Works

rev: fsmpprmt 11/09/2022

SKM 11/09/2022
SKM Staff Contact

STORMWATER MANAGEMENT PERMIT (SMP)

PERMIT#: **SMP2021-00009**

DATE OF ISSUE: **11/09/2022**

DATE OF EXPIRATION: **11/9/2024**

PWK PERMIT: **SCP2021-00006**

SCP PERMIT:

SITE ADDRESS: **W GUDE DR**

SUBDIV: **RIGHT-OF-WAY**

LOT: **0000**

BLK: **000**

2. The permittee must schedule a pre-construction meeting with a minimum notice of 48 hours prior to meeting. Only one pre-construction meeting is necessary when multiple permits for the same project are issued. Failure to schedule a pre-construction meeting may result in the issuance of fines, revocation of permit(s) and/or the posting of a stop work order. The following representatives must be invited:

- City Project Inspector, Mike Hershelman at 240-314-8543 (mhershelman@rockvillemd.gov)
- City Stormwater Management Inspector, Ethan Chappell at 240-314-8541 (echappell@rockvillemd.gov)
- City Sediment and Erosion Control Inspector, Arthur Simpson at 240-314-8873 (asimpson@rockvillemd.gov)
- City Forester, Paula Perez at 240-314-8705 (pperez@rockvillemd.gov) and City Forestry Inspector, Natasha Shangold at 240-314-8205 (nshangold@rockvillemd.gov)
- City Project Engineer, Jennifer Wang at 240-314-8506 (jwang@rockvillemd.gov)
- Any Agency Issuing a Permit
- Utility Companies
- Permittee, Owner, or Owner's Representative
- General Contractor
- Site Engineer

Limits of disturbance and tree protection fencing locations must be staked and flagged prior to the pre-construction meeting. The following items must be discussed, as needed, during the pre-construction meeting:

This permit authorizes the above described construction subject to all applicable laws, regulations, terms and conditions herein and elsewhere.

Approved:

Craig Simoneau

11/09/2022

Director of Public Works

rev: fsmpprmt 11/09/2022

SKM 11/09/2022
SKM Staff Contact

STORMWATER MANAGEMENT PERMIT (SMP)

PERMIT#: **SMP2021-00009**DATE OF ISSUE: **11/09/2022**DATE OF EXPIRATION: **11/9/2024**PWK PERMIT: **SCP2021-00006**

SCP PERMIT:

SITE ADDRESS: **W GUDE DR**SUBDIV: **RIGHT-OF-WAY**LOT: **0000**BLK: **000****- SWM Construction Inspection and As-built process**

3. Permittee must contact MISS UTILITY at 811, 1 800 257-7777, or www.missutility.net for marking of existing utilities. MISS UTILITY requires two full business days notice. Existing utilities must be marked prior to the pre-construction meeting.
4. Comply with all conditions per SCP2021-00006 and the approved SCP plans dated 11/07/2022.
5. Comply with all conditions from City Forester, FSD and FCP plans, and FTP2022-00002 permit.
6. Shop drawings must be prepared and stamped by a licensed Maryland Professional Engineer prior to fabrication. The Professional Engineer who stamps the design plans must approve the shop drawings for conformance to the approved design. Provide three (3) copies of approved shop drawings to the City prior to construction.
7. See technical specifications for pervious concrete requirements including but not limited to submittals, qualifications, products and execution.
8. Contractor to comply with procedure and required inspections per MDE's Permeable Pavement/Reinforced Turf Inspection Checklist. Elements that require construction inspection, as determined by the City Project Inspector, must be completed during normal working hours, Monday through Friday, 7:00 am to 3:00 pm.
9. Contractor is to comply with the Montgomery County Noise Ordinance. Apply for a waiver if needed.

This permit authorizes the above described construction subject to all applicable laws, regulations, terms and conditions herein and elsewhere.

Approved:

Craig Simoneau

11/09/2022

Director of Public Works

rev: fsmpprmt 11/09/2022

SKM 11/09/2022
SKM Staff Contact

STORMWATER MANAGEMENT PERMIT (SMP)

PERMIT#: SMP2021-00009

DATE OF ISSUE: 11/09/2022
DATE OF EXPIRATION: 11/9/2024

PWK PERMIT: SCP2021-00006
SCP PERMIT:

SITE ADDRESS: W GUDE DR

SUBDIV: RIGHT-OF-WAY LOT: 0000 BLK: 000

- 10. Prior to bond release, on-site grading must demonstrate safe conveyance of stormwater per the approved plan.
- 11. A copy of the permit MUST be on the job-site.
- 12. If required, permittee must supply the Chief of Construction Management with lab results (from a Maryland State Certified Lab) to confirm that all construction materials and work comply with project specifications. This includes acceptable certification for compaction and backfill.
- 13. Any damage to public improvements including street trees must be repaired or replaced in accordance with City standards at the direction of the City Project Inspector.
- 14. Contractor shall provide stormwater management as-built plan information in accordance with the project specifications prior to release by the City. Stormwater management as-built plans, material tickets, and a scanned copy of the as-built, sealed by a licensed Maryland Professional Engineer or Professional Land Surveyor, must be submitted and approved by the City prior to release of the permit and bond. The as-built of the stormwater management facilities must include at a minimum: the bottom elevation; critical dimensions; volume; pipe size, material and invert; and outlet structure opening dimensions and elevations.

In order to establish an infiltration rate baseline to be used during maintenance inspections, as-built plans for porous concrete shall include the results and locations of the most current version of ASTM C1701- Standard Test Method for Infiltration Rate on In-Place Porous Concrete. As-built plans for interlocking permeable pavers shall include the results and locations of the most current version of ASTM C1781 - Standard Test Method for Surface Infiltration Rate of Permeable Unit Pavement Systems. As-built plans for porous asphalt shall include the results and location of a test method pre-approved by the City of Rockville.

This permit authorizes the above described construction subject to all applicable laws, regulations, terms and conditions herein and elsewhere.

Approved: Craig Simoneau 11/09/2022
Director of Public Works

rev: fsmpprmt 11/09/2022 SKM 11/09/2022
SKM Staff Contact

STORMWATER MANAGEMENT PERMIT (SMP)

PERMIT#: SMP2021-00009 DATE OF ISSUE: 11/09/2022
DATE OF EXPIRATION: 11/9/2024
PWK PERMIT: SCP2021-00006
SCP PERMIT:

SITE ADDRESS: W GUDE DR
SUBDIV: RIGHT-OF-WAY LOT: 0000 BLK: 000

15. All work covered by this permit must be completed by the expiration date which is two (2) years from date of permit issuance. Requests for extensions must be submitted in writing to the Department of Public Works 30 days prior to the permit expiration date justifying the permit extension in accordance with Chapter 19, Section 29.

WATER SHED: Watts Branch
FLOODPLAIN VARIANCE REQ'D: N TOTAL DRAINAGE AREA : 36,448.00
USE PERMIT NUMBER: TOTAL IMPERVIOUSNESS PROPOSED: 14,050.00

ESTIMATED COST

OF WORK:	PERMIT FEES:	AMOUNT OF SECURITY:
SMP:	Monetary Contribution F \$6,400.00	SMP:
	TOTAL FEES: \$6,400.00	BOND: LOF C: CASH:

This permit authorizes the above described construction subject to all applicable laws, regulations, terms and conditions herein and elsewhere.

Approved: Craig Simoneau 11/09/2022
Director of Public Works

rev: fsmpprmt 11/09/2022 SKM 11/09/2022
SKM Staff Contact

STORMWATER MANAGEMENT PERMIT (SMP)

PERMIT#: **SMP2021-00009**DATE OF ISSUE: **11/09/2022**DATE OF EXPIRATION: **11/9/2024**PWK PERMIT: **SCP2021-00006**

SCP PERMIT:

SITE ADDRESS: **W GUDE DR**SUBDIV: **RIGHT-OF-WAY**LOT: **0000**BLK: **000**PROPERTY OWNER: **CITY OF ROCKVILLE**
ADDRESS: **111 MARYLAND AVENUE**
ROCKVILLE MD 20850

DAYTIME PHONE:

This permit authorizes the above described construction subject to all applicable laws, regulations, terms and conditions herein and elsewhere.

Approved:

Craig Simoneau

11/09/2022

Director of Public Works

rev: fsmpprmt 11/09/2022

SKM 11/09/2022
SKM Staff Contact



Department of Public Works
111 Maryland Avenue, Rockville, MD 20850-2364

As-Built Plan Requirements

1. All entities who construct public water or sewer lines, storm drainage systems, bike paths, sidewalks or streets to be maintained by the City of Rockville must submit an "As-built" set of construction drawings for approval as a part of the City's acceptance process. Additionally, entities constructing any stormwater management or stream restoration facilities must submit an "As-Built" set of construction drawings. The initial submittal shall be three (3) sets of "red-lined" marked up prints, which should be delivered to the Department of Public Works counter at City Hall (Attn: Don Jackson, Engineering Technician). This submittal shall include recorded copies of any public easements required with the project.
2. The As-Built drawings shall clearly show any changes or variations from the approved design. Horizontal variations greater than 1.0 foot should be shown dimensionally or through plus stations. Horizontal variations greater than 10.0 feet should also show the graphic relocation of the object. Vertical elevation variations greater than 0.1 feet shall be provided for all shown design elevations. A benchmark elevation and benchmark description and location shall also be provided on each plan sheet.
3. As-Built plans for a surface SWM facility shall include the following additional information.
 - a) Length, width, slope information and depth or contours (1 foot intervals) of the pond area along with a verification of the original design volume.
 - b) A benchmark on the riser, inlet headwall, or other approved location.
 - c) Revised design computations verifying the functionality of the pond. Computations shall be submitted directly to the DPW project engineer, along with an additional paper copy of the As-Built plans.
 - d) The grading/storage volumes must be approved by DPW prior to landscaping/planting. All plantings must be added to the As-Built plans after plant installation. As-Built plans will not be approved without required plantings.

NOTE: As-Built data, which shows that the constructed facility varies from the original design storage elevations by greater than or equal to 10%, will have to be corrected (reggraded) prior to submission for review unless storage is verified. All constructed features not previously approved on the original construction drawings may have to be modified at the City's discretion.

4. All As-Built information shall be blocked in and shown on the original construction drawings and shall be blocked in as thus 386.25.
5. The As-Built Certificate (shown on the following page) shall be signed and sealed by a MD professional engineer or a MD professional land surveyor and shall appear on the cover sheet of the As-Built Plan set. All sheets included in the permit set must be submitted in the final as-built set.
6. The City's inspector and project engineer will review the As-Built information. The design engineer will be notified to submit mylars for As-Built approval once all changes have been satisfactorily shown. The As-Built information shall preferably be shown on the original construction drawings (i.e., the original mylars with the permit approval stamp and original P.E. seal). Placing As-Built information upon a scanned image or other reproduction of the original construction drawings is acceptable so long as the quality, integrity, and legibility of the original drawings are substantially preserved without undue compromise. As-Built drawings will be scanned by the City for archiving, so both the As-Built and original information must be sufficiently discernible. The As Built plan set shall be submitted to Department of Public Works Engineering Division (Attn: Don Jackson, Engineering Technician) for signature and shall contain the same red-lined information as approved in the As-Built review. No paper prints, paper or mylar sepias will be accepted.

AS-BUILT CERTIFICATE

I hereby certify that the information shown on this record drawing is an accurate and complete representation of data established from field information obtained under the direction of a Professional Land Surveyor or a Professional Engineer, and that the physical dimensions or elevations shown thus 37.55' are as-built information and the facility was constructed according to the approved plans, except as otherwise noted hereon.

Name

License #

Title

Date

INVITATION FOR BIDS #28-25
POTOMAC VALLEY ROAD SIDEWALK PROJECT

SECTION VIII

DRAWINGS

DESCRIPTION

SHEET NO.

TITLE SHEET

1

TYPICAL SECTIONS & DETAILS

2

STANDARD DETAILS

3

GEOMETRIC LAYOUT & CONSTRUCTION STAKEOUT

4

CIVIL PLANS

5-7

LANDSCAPE NOTES, DETAILS AND PLANS

8-11

STORMWATER MANAGEMENT PLANS

12-13

EROSION & SEDIMENT NOTES, DETAILS AND PLANS

14-16

CITY OF ROCKVILLE GENERAL NOTES: (NOV 2016)

1. THE APPLICANT IS THE ENTITY FOR WHICH THE CITY OF ROCKVILLE DEPARTMENT OF PUBLIC WORKS (DPW) HAS ISSUED A PERMIT. FOR DPW PROJECTS WHERE A PERMIT IS NOT APPLICABLE, THE ENTITY FOR WHICH THE CITY CONTRACT IS ISSUED SHALL BE CONSIDERED THE APPLICANT IN THESE NOTES. THE APPLICANT IS RESPONSIBLE FOR CITY INSPECTORS, AGENTS, SUBCONTRACTORS, OR OTHER ENTITIES COMPLETING WORK UNDER THIS PERMIT AND/OR APPROVED PLAN.

2. THE APPLICANT MUST ARRANGE A PRE-CONSTRUCTION MEETING PRIOR TO COMMENCING ANY WORK. PROVIDE AT LEAST 48 HOURS OF NOTICE TO THE FOLLOWING: CITY PROJECT INSPECTOR LISTED IN THE PERMIT, CITY FORESTRY INSPECTOR AT 240-314-8713, IF REQUIRED BY EITHER A DPW AND/OR FORESTRY PERMIT, OR DPW SEDIMENT CONTROL INSPECTOR AT 240-314-8879, IF REQUIRED BY PERMIT.

3. THE APPLICANT MUST CONTACT MISS UTILITY AT 1-800-257-7777 OR 410-781-5555 TO VERIFY THAT UTILITIES ARE MARKED PRIOR TO HOLDING ANY PRE-CONSTRUCTION MEETING.

4. INFORMATION CONCERNING EXISTING UNDERGROUND UTILITIES WAS OBTAINED FROM AVAILABLE RECORDS. THE CONTRACTOR MUST DETERMINE THE EXACT LOCATION AND ELEVATION OF EXISTING UTILITIES BY DIGGING TEST PITS AT THE UTILITY CROSSING WELL IN ADVANCE OF TRENCHING. IF CLEARANCE IS LESS THAN SHOWN ON THIS PLAN, CONTACT THE PROFESSIONAL ENGINEER WHO STAMPED THE DESIGN PLANS BEFORE PROCEEDING WITH CONSTRUCTION.

5. MAINTAIN A MINIMUM ONE-FOOT VERTICAL CLEARANCE BETWEEN ALL CITY UTILITIES CROSSING ANY OTHER UTILITY. UNLESS OTHERWISE NOTED, MAINTAIN A FIVE-FOOT HORIZONTAL CLEARANCE WITHIN BETWEEN A CITY UTILITY WITH ANY OTHER UTILITY OR STRUCTURE. THE ONLY EXCEPTION IS THAT THESE SHALL BE A TEN-FOOT HORIZONTAL CLEARANCE BETWEEN CITY WATER AND SEWER MAINS.

6. AT THE END OF EACH DAY, ALL TRENCHES SHALL BE BACKFILLED, ALL EQUIPMENT SECURED AND THE AREA LEFT IN A SAFE CONDITION. STEEL PLATES ARE ALLOWED TO REMAIN NO LONGER THAN SEVEN DAYS. PLATES ARE TO BE NOTCHED (RECESSED) AND PINNED TO THE ROADWAY. PLATES MUST BE LARGE ENOUGH TO ALLOW A MINIMUM OF ONE-FOOT BEARING ON ALL FOUR SIDES OF THE PAVEMENT SURROUNDING THE EXCAVATION. THE STEEL PLATE REQUIREMENTS ONLY APPLY TO PUBLIC STREETS.

7. THE PUBLIC ROAD UTILITY PATCH SHALL BE IN ACCORDANCE WITH CITY STANDARD DETAIL M-20, CONTAINED HEREIN, OR AS SHOWN ON THE PLANS. ALL TRENCHES IN PUBLIC STREETS SHALL BE FILLED WITH COMPACTED GRADED AGGREGATE BASE (GAB) FROM BELOW THE PAVEMENT TO THE TOP OF THE PIPE EMBEDED ZONE OR TO A DEPTH OF FIVE-FEET, WHICHEVER IS LESS.

8. DPW NORMAL WORKING HOURS ARE MONDAY THROUGH FRIDAY, EXCEPT HOLIDAYS, FROM 7 A.M. TO 5 P.M. THE CITY OBSERVES THE FOLLOWING HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING'S BIRTHDAY, PRESIDENT'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERAN'S DAY, THANKSGIVING DAY, THANKSGIVING FRIDAY AND CHRISTMAS DAY, AND ALL DAYS OF GENERAL AND CONGRESSIONAL ELECTIONS THROUGHOUT THE STATE. THE CONTRACTOR WILL NOT BE PERMITTED TO CLOSE LANES OR DO ANY WORK THAT REQUIRES THE SERVICES OF THE CITY FORCES, OUTSIDE OF THE NORMAL WORKING HOURS, UNLESS AUTHORIZED BY DPW. IN WRITING, THE CONTRACTOR WITH WRITTEN PERMISSION OF DPW MAY BE PERMITTED TO WORK OUTSIDE OF THE NORMAL WORK HOURS FOR CLEAN-UP ACTIVITIES OR OTHER SUCH ITEMS THAT DO NOT ADVERSELY IMPACT TRAFFIC, RESIDENTS OR CITY SERVICE.

9. TRAFFIC MUST BE MAINTAINED ON ALL ROADWAYS WITHIN THE CONSTRUCTION AREA AS DIRECTED BY DPW. NO LANE CLOSURE SHALL BE PERMITTED BETWEEN 7:00-9:00 A.M. OR 3:30-6:00 P.M. MONDAY THROUGH FRIDAY. AN EXCEPTION IS THAT LANE CLOSURES ARE PERMITTED ON SECONDARY RESIDENTIAL STREETS AT ANY TIME DURING NORMAL WORKING HOURS. DEPLOYMENT AND DESIGN OF ALL TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). IF REQUIRED, TRAFFIC CONTROL PLANS SHALL BE REVIEWED AND APPROVED BY THE CHIEF OF THE TRAFFIC AND TRANSPORTATION DIVISION. DPW MAY SUSPEND LANE CLOSURE OR OTHER TRAFFIC CONTROLS AT ANY TIME DURING OR IN ADVANCE OF AN INCIDENT WEATHER EVENTS.

10. SHEETING AND SHORING IS THE TOTAL RESPONSIBILITY OF THE APPLICANT. A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF MARYLAND SHALL SEAL THESE DRAWINGS. PROVIDE THREE COPIES TO DPW FOR INFORMATIONAL PURPOSES ONLY.

11. IN ADDITION TO ALL CITY PERMITS, THE APPLICANT IS RESPONSIBLE TO ENSURE THAT ALL NECESSARY FEDERAL, STATE AND/OR MONTGOMERY COUNTY APPROVALS AND/OR PERMITS HAVE BEEN OBTAINED IN ASSOCIATION WITH THIS APPROVED PLAN.

12. SHOP DRAWINGS MUST BE PREPARED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF MARYLAND PRIOR TO FABRICATION. THE PROFESSIONAL ENGINEER WHO SEALED THE DESIGN PLANS (BUT NOT THE SHOP DRAWINGS) MUST APPROVE THE SHOP DRAWINGS FOR CONFORMANCE TO CONSTRUCTION. ALL PIPES AND STRUCTURES IN PAVED AREAS SHALL BE DESIGNED FOR HS-20 VEHICLES LOADING.

13. UPON COMPLETION OF CONSTRUCTION, THE APPLICANT SHALL PROVIDE THREE SETS OF RED LINED AS-BUILT PRINTS (24"x36") FOR REVIEW AND APPROVAL BY THE CITY. THE DRAWINGS MUST CONTAIN THE ORIGINAL APPROVAL SIGNATURES AND PROFESSIONAL ENGINEER'S SEAL AND SIGNATURE. THE SCANNED IMAGE OF THE ORIGINAL MYLAR IS ACCEPTABLE. THE AS-BUILT SHALL BE SEALED BY A PROFESSIONAL SURVEYOR, AS APPROPRIATE AND MUST BE LICENSED BY THE STATE OF MARYLAND. THE SEAL SHALL NOTE THAT IT IS ONLY FOR THE AS-BUILT AND SHALL INCLUDE AN AS-BUILT CERTIFICATION TO THE CITY. UPON RECEIPT OF WRITTEN APPROVAL, THE APPLICANT SHALL PROVIDE APPROVED AS-BUILT MYLAR DRAWING ALONG WITH THE ORIGINAL MYLARS (WITH ALL ORIGINAL SIGNATURES) TO CITY PRIOR TO THE RELEASE OF THE PERMIT.

14. THE APPLICANT MUST COMPLY WITH THE MONTGOMERY COUNTY NOISE CONTROL ORDINANCE. PLEASE REFER TO THE MONTGOMERY COUNTY DEPARTMENT OF ENVIRONMENTAL PROTECTION AT 240-777-7770, ASKDEPMONTGOMERYCOUNTY.GOV, OR WWW.MONTGOMERYCOUNTY.GOV/DEP.

CITY OF ROCKVILLE, MD
DEPARTMENT OF PUBLIC WORKS
POTOMAC VALLEY ROAD
SIDEWALK

VICINITY MAP
SCALE = 1"= 100'

CONVENTIONAL SIGNS

PROPOSED MEDIAN BARRIER

ELECTRICAL HAND BOX - SIGNALS

FLOW LINE

STATE, COUNTY OR CITY LINES

PROPOSED TRAFFIC BARRIER

EXISTING TRAFFIC BARRIER

PROPOSED FENCE LINE

EXISTING FENCE LINE

RIGHT OF WAY LINE

EXISTING ROADWAY

RAILROAD

BASE LINE OR SURVEY LINE

FIRE HYDRANT

HISTORIC BOUNDARY

WATERS OF THE U.S.

PROPOSED PIPE / CULVERT

EXISTING PIPE / CULVERT

EXISTING DROP INLET

UTILITY POLE

WETLAND

WETLAND BUFFER

WATERS OF THE U.S.

HEDGE / TREE LINE

BUSH / TREE

CONIFEROUS TREE

GROUND ELEVATION

GRADE ELEVATION

STANDARD SPECIFICATIONS BOOK,
BOOK OF STANDARDS AND MUTCD

ALL WORK ON THIS PROJECT SHALL CONFORM TO THE MARYLAND DEPARTMENT OF TRANSPORTATION, STATE HIGHWAY ADMINISTRATION'S (SHA) SPECIFICATIONS ENTITLED: STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS DATED JULY 2020. REVISIONS THEREOF OR ADDITIONS THERETO; THE SPECIAL PROVISIONS INCLUDED IN THE INVITATION FOR BIDS BOOK; AND THE LATEST MARYLAND MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MD-MUTCD).

MAINTENANCE OF TRAFFIC NOTES

FOLLOW SHA WORK ZONE TEMPORARY TRAFFIC CONTROL STANDARDS AND SPECIAL PROVISIONS FOR MOT. MAINTAIN PEDESTRIAN ACCESSIBILITY AT ALL TIMES.

RIGHT OF WAY

RIGHT OF WAY LINES SHOWN ON THESE PLANS ARE FOR ASSISTANCE IN INTERPRETING THE PLANS AND ARE NOT OFFICIAL FOR FEE RIGHT OF WAY INFORMATION. SEE APPROPRIATE RIGHT OF WAY PLATS.

UTILITIES

THE LOCATION OF UTILITIES SHOWN ON THE PLANS ARE FOR INFORMATION AND GUIDANCE ONLY. NO GUARANTEE IS MADE OF THE ACCURACY OF SAID LOCATIONS. THE CONTRACTOR IS RESPONSIBLE TO LOCATE, DELINEATE, AND AVOID ALL EXISTING UTILITIES.

TOPOGRAPHIC SURVEY

THIS PROJECT IS ORIENTATED TO THE MARYLAND STATE PLANE COORDINATE SYSTEM NAD 83/91, AND NAVD 88. BASE TOPOGRAPHIC INFORMATION AND PROJECT LIMIT WAS ESTABLISHED FROM FIELD SURVEY CONDUCTED IN APRIL 2020. GIS MAPPING SHOWN OUTSIDE THE PROJECT LIMIT OF DISTURBANCE WAS ESTABLISHED FROM AS-BUILTS PROVIDED BY THE CITY OF ROCKVILLE, AND AERIAL IMAGERY.

100%
DESIGN

OWNER/DEVELOPER CERTIFICATION

I/WE HEREBY CERTIFY THAT ANY CLEARING, GRADING, CONSTRUCTION OR DEVELOPMENT, OR ALL OF THESE, WILL BE DONE PURSUANT TO THIS PLAN AND THAT RESPONSIBLE PERSONNEL INVOLVED IN THE CONSTRUCTION PROJECT WILL HAVE A CERTIFICATION OF TRAINING AT A DEPARTMENT OF THE ENVIRONMENT APPROVED TRAINING PROGRAM FOR THE CONTROL OF SEDIMENT AND EROSION BEFORE BEGINNING OF THE PROJECT AND THAT APPLICABLE SEDIMENT CONTROL CONDITIONS AND REQUIREMENTS OF THE CITY OF ROCKVILLE AND THE STATE OF MARYLAND AND ITS AGENCIES ARE HEREBY MADE PART OF THIS PLAN.

SIGNATURE: _____
PRINTED NAME AND TITLE: _____
DATE: _____

DESIGN AND QUANTITIES CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE LATEST MARYLAND STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL, AND THE ORDINANCE OF THE ROCKVILLE CITY CODE. THE ESTIMATE TOTAL AMOUNT OF EXCAVATION AND FILL HAS BEEN COMPUTED TO BE TO CUBIC YARDS OF EXCAVATION AND 63 CUBIC YARDS OF FILL AND THE TOTAL AREA TO BE DISTURBED AS SHOWN ON THESE PLANS HAS BEEN DETERMINED TO BE 15,352 SQUARE FEET OF WHICH 15,352 IS ON-SITE PROPOSED DISTURBANCE RIGHT-OF-WAY, THE IMPERVIOUS AREA SUBJECT TO STORMWATER MANAGEMENT SHOWN ON THIS PLAN IS 0.14 ACRES OF WHICH 0.14 IS ON-SITE IMPERVIOUS AREA WITHIN THE RIGHT-OF-WAY.

SIGNATURE: _____
PRINTED NAME AND TITLE: SETH DABLINGTON, P.E.
DATE: 02/22/2025
TITLE & LICENSE NUMBER: 39917

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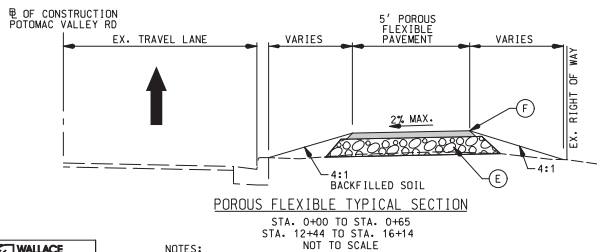
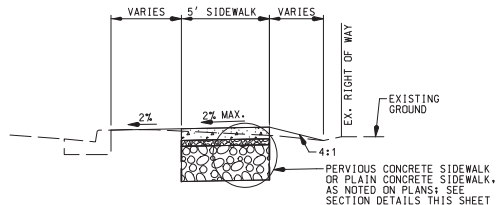
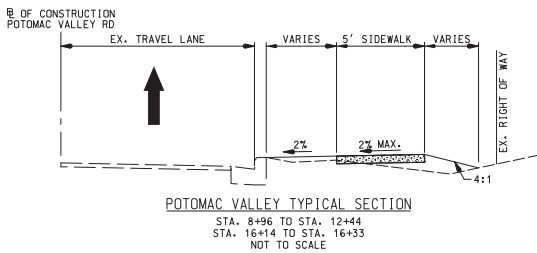
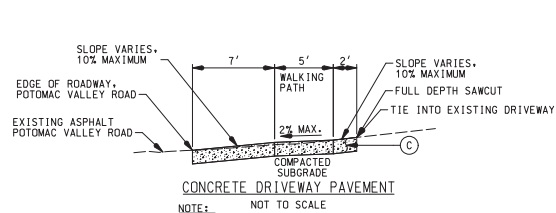
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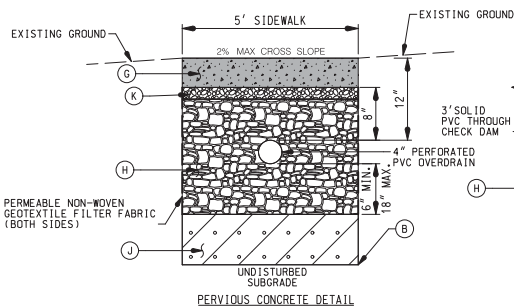
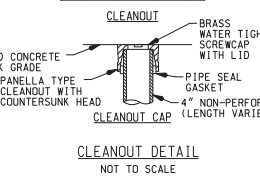
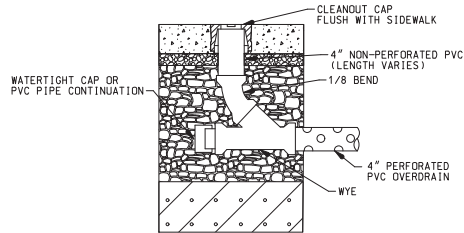
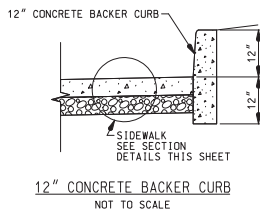
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DATE: _____
SCALE: _____
NOT TO SCALE

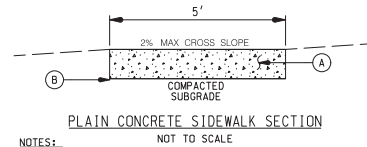
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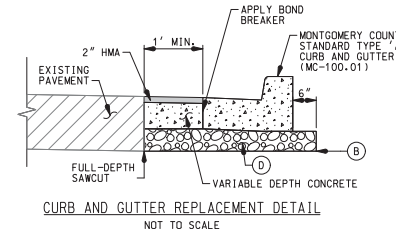
- NOTES:
1. THE DESIGN INTENT IS TO LIMIT DISTURBANCE TO TREE ROOTS, BY PLACING FILL OVER THE EXISTING GROUND.
 2. CONTRACTOR SHALL GRUB AND REMOVE GRASS, AND PLACE FILL ON EXISTING GROUND. NO EXCAVATION IN THESE AREAS.
 3. POROUS FLEXIBLE PAVEMENT SHALL BE FLEXI-PAVE OR APPROVED EQUAL, AND INSTALLED PER MANUFACTURER RECOMMENDATIONS.



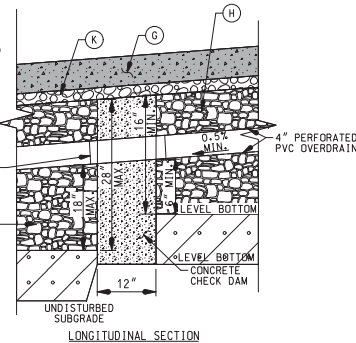
- NOTES:
1. PLACE PREFORMED EXPANSION JOINT MATERIAL BETWEEN PROPOSED PLAIN CONCRETE SIDEWALK AND PERVIOUS CONCRETE SIDEWALK.
 2. SEAL JOINT WITH SELF-LEVELING POLYURETHANE JOINT SEAL.
 3. INSTALL CHECK DAMS AT 50-100 FT INTERVALS OR AS DETERMINED BY THE CONTRACTOR BASED ON SITE CONDITIONS.



- NOTES:
1. PLACE PREFORMED EXPANSION JOINT MATERIAL BETWEEN PROPOSED PLAIN CONCRETE SIDEWALK AND PERVIOUS CONCRETE SIDEWALK.
 2. SEAL JOINT WITH SELF-LEVELING POLYURETHANE JOINT SEAL.



- CURB AND GUTTER REPLACEMENT NOTES:
1. 2" HMA AND VARIABLE DEPTH CONCRETE FOR SLOT BACKFILL SHALL BE INCIDENTAL TO CURB AND GUTTER REPLACEMENT



DETAIL LEGEND

- (A) 4" CONCRETE SIDEWALK
- (B) LIMITS OF EXCAVATION
- (C) 9" PLAIN CONCRETE
- (D) 6" BASE COURSE USING GRADED AGGREGATE (COST INCIDENTAL TO PRICE FOR CURB & GUTTER)
- (E) 4-6" RECYCLED 57 STONE
- (F) 2" PERVIOUS FLEXIBLE PAVEMENT
- (G) 4" PERVIOUS CONCRETE
- (H) 16" MIN. NO. 2 STONE
- (I) VARIABLE DEPTH HMA SUPERPAVE, 19.0MM FOR BASE, PG 64-22, LEVEL 2 (FOR SLOT BACKFILL, INCIDENTAL TO CURB AND GUTTER)
- (J) 6" ASTM C-33 FINE AGGREGATE CONCRETE SAND
- (K) 2" NO. 57 STONE

PERVIOUS SIDEWALK NOTES:

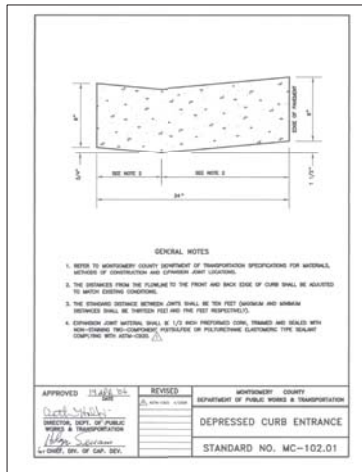
1. CONTRACTOR SHALL INSTALL PERVIOUS CONCRETE SIDEWALK PER SPECIFICATIONS.
2. CONCRETE JOINTS TO BE INSTALLED EVERY 8' MINIMUM.
3. 6" MIN. OF STONE IS REQUIRED BELOW OVERDRAIN PIPE. 12" MINIMUM COVER FROM TOP OF SIDEWALK TO TOP OF OVERDRAIN PIPE. 6" MINIMUM BETWEEN BOTTOM OF SIDEWALK CONCRETE AND TOP OF OVERDRAIN PIPE.
4. SUBGRADE BOTTOM MUST BE LEVEL. INSTALL STEPS AS NEEDED TO MAINTAIN MINIMUM 16 INCHES MINIMUM DEPTH OF AGGREGATE. CHECK DAM (PORTLAND CEMENT CONCRETE MIX NO. 3) AND STEPS SHALL BE INSTALLED AT 28 INCHES MAXIMUM DEPTH OF AGGREGATE. SEE LONGITUDINAL SECTION.
5. CONSTRUCTION SPECIFICATIONS SHALL MEET MDE STORMWATER DESIGN MANUAL APPENDIX B-4. PERMEABLE PAVEMENT SPECIFICATIONS FROM MONTGOMERY COUNTY DPS.
6. CONTRACTOR SHALL INSTALL 4" CLEANOUTS FOR OVERDRAIN, WITH FLUSH CAP SET IN SIDEWALK CONCRETE. CLEANOUTS SHALL BE PLACED AT THE UPSTREAM END OF THE OVERDRAIN, AT BENDS GREATER THAN 45°, AND AT A MAXIMUM OF 200 FEET SPACING BETWEEN.



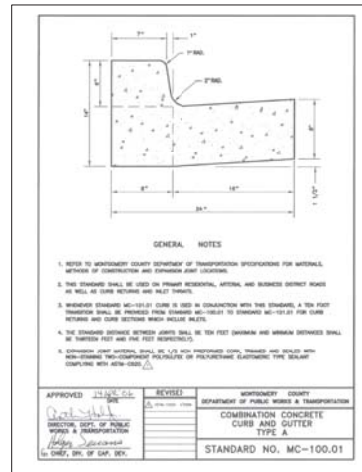
 DEPARTMENT OF PUBLIC WORKS CITY OF ROCKVILLE 111 MARYLAND AVE. ROCKVILLE, MARYLAND	DESIGN PLAN APPROVAL PW# XXXX-XXXXX SC# XXXX-XXXXX REVIEWED BY SMP# XXXX-XXXXX XX	AS BUILT PLAN APPROVAL _____ CHIEF, CONSTRUCTION MANAGEMENT	TYPICAL SECTIONS & DETAILS	POTOMAC VALLEY ROAD SIDEWALK EXTENSION Election District No. (4 or 9) City of Rockville, Maryland	SCALE NOT TO SCALE	SHEET NO. 2 OF 16	FILE #
	APPROVAL DATE	APPROVAL DATE					



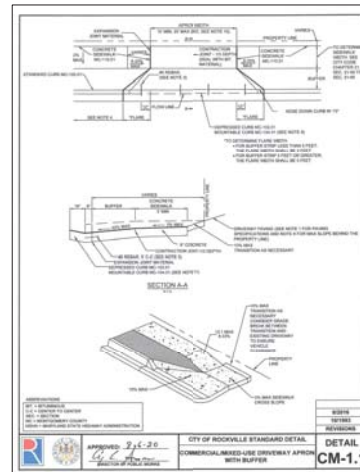
NO.	DESCRIPTION OF REVISION	P.E. INITIAL	DATE	DPW	DATE



DETAIL A - DEPRESSED CURB ENTRANCE
MONTGOMERY COUNTY STANDARD NO. MC-102.01



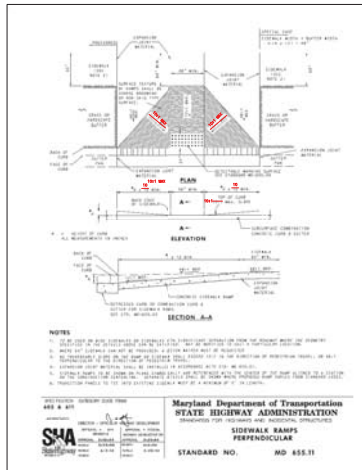
DETAIL B - TYPE 'A' COMBINATION CONCRETE CURB & GUTTER
MONTGOMERY COUNTY STANDARD NO. MC-100.01



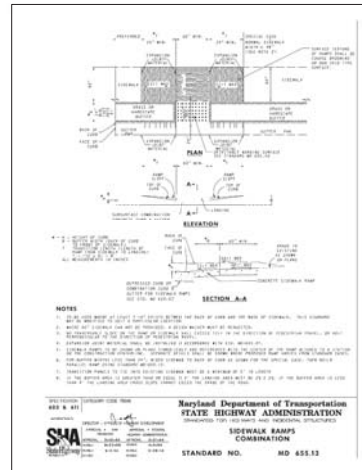
DETAIL C - COMMERCIAL / MIXED-USE DRIVEWAY APRON WITH BUFFER
CITY OF ROCKVILLE STANDARD NO. CM-1.1



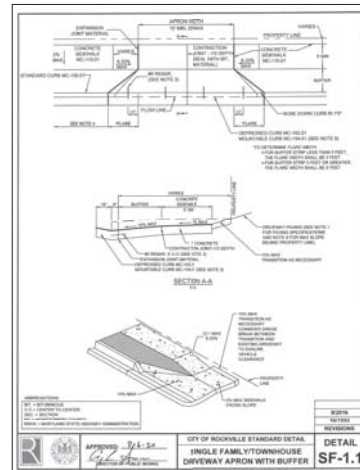
DETAIL D - COMMERCIAL / MIXED-USE DRIVEWAY APRON WITH BUFFER
CITY OF ROCKVILLE STANDARD NO. CM-1.2



DETAIL E - SIDEWALK RAMPS PERPENDICULAR
STANDARD NO. MD 655.11



DETAIL F - SIDEWALK RAMPS COMBINATION
STANDARD NO. MD 655.13



DETAIL G - SINGLE FAMILY/TOWNHOUSE DRIVEWAY APRON WITH BUFFER
CITY OF ROCKVILLE STANDARD NO. SF-1.1

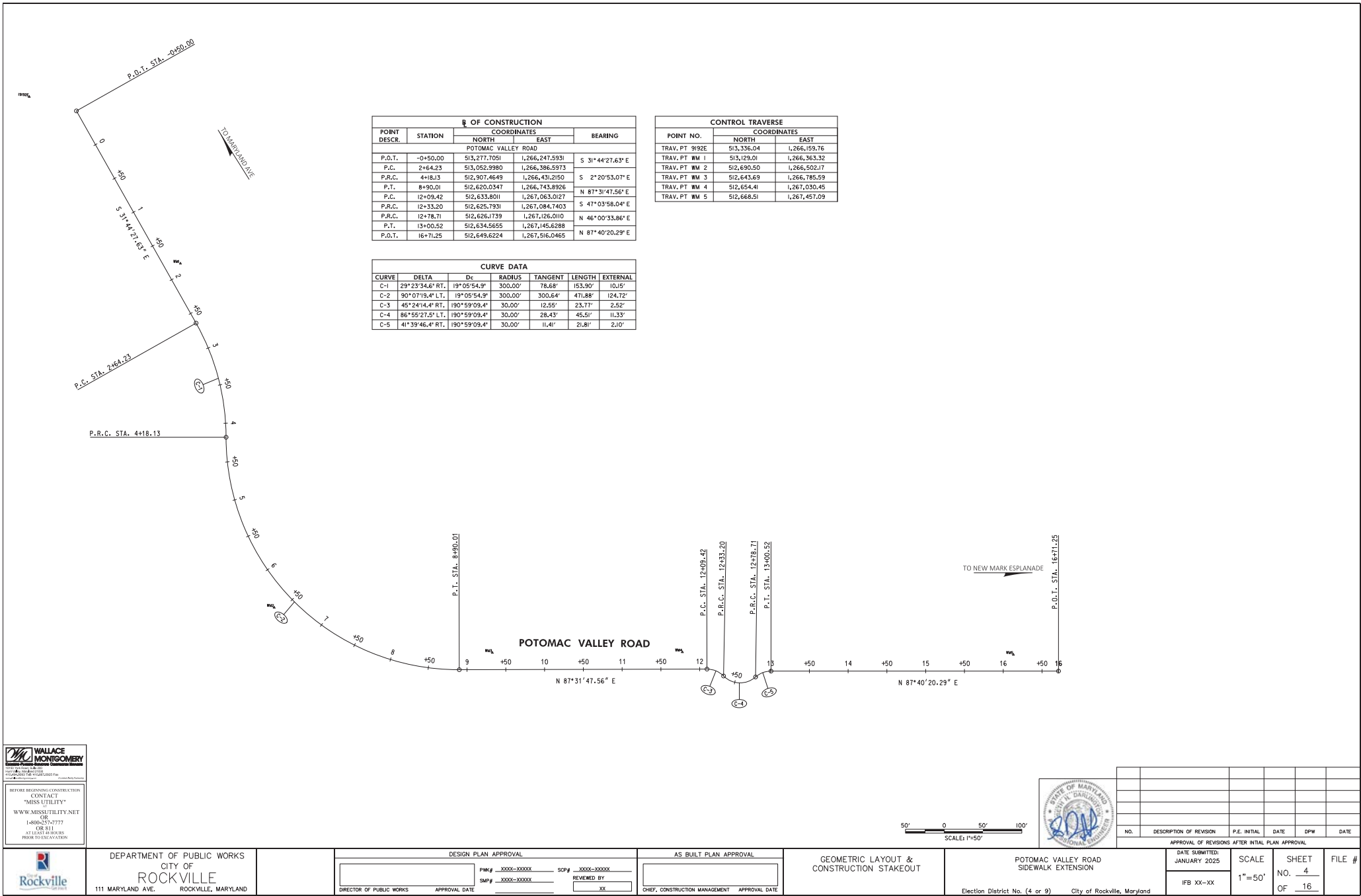


DETAIL H - SINGLE FAMILY/TOWNHOUSE DRIVEWAY APRON WITH BUFFER
CITY OF ROCKVILLE STANDARD NO. SF-1.2

NOTE:
 1. WHEN SIDE FLARE IS NOT PART OF THE WALKING PATH, THE SLOPE MAY BE GREATER THAN 12:1.
 2. SIDE FLARES FOR THIS PROJECT HAVE BEEN DESIGNED TO BE 2' WIDE AT THE CURB.
 3. SIDE FLARES PER PROWAVE HAVE BEEN UPDATED TO 10:1 MAX.

WALLACE MONTGOMERY
 BEFORE BEGINNING CONSTRUCTION CONTACT "MISS UTILITY" WWW.MISSUTILITY.NET OR 1-800-257-7777 FOR ALL AT LEAST 48 HOURS PRIOR TO DISCOVERY

DEPARTMENT OF PUBLIC WORKS CITY OF ROCKVILLE 111 MARYLAND AVE. ROCKVILLE, MARYLAND	DESIGN PLAN APPROVAL PM# XXXX-XXXX SCP# XXXX-XXXX SMP# XXXX-XXXX REVIEWED BY XX DIRECTOR OF PUBLIC WORKS APPROVAL DATE	AS BUILT PLAN APPROVAL CHIEF, CONSTRUCTION MANAGEMENT APPROVAL DATE	STANDARD DETAILS PLAN POTOMAC VALLEY ROAD SIDEWALK EXTENSION Election District No. (4 or 9) City of Rockville, Maryland	APPROVAL OF REVISIONS AFTER INITIAL PLAN APPROVAL DATE SUBMITTED: JANUARY 2025 SCALE: NOT TO SCALE SHEET NO. 3 OF 16 FILE #				
				NO. DESCRIPTION OF REVISION P.E. INITIAL DATE DFW DATE				



SIDEWALK	
235 S.F.	4" CONCRETE SIDEWALK
284 S.F.	POROUS FLEXIBLE PAVING
1085 S.F.	PERVIOUS CONCRETE SIDEWALK
187 S.F.	7" CONCRETE DRIVEWAY APRON (SF-LI)
16 S.F.	DETECTABLE WARNING SURFACE

CURB AND GUTTER	
35 L.F.	DEPRESSED CURB ENTRANCE MC-102.01
18 L.F.	TYPE 'A' CURB - ANY HEIGHT

UTILITIES	
2 EA.	RELOCATE EXISTING GROUND MOUNTED SIGN

NOTES:

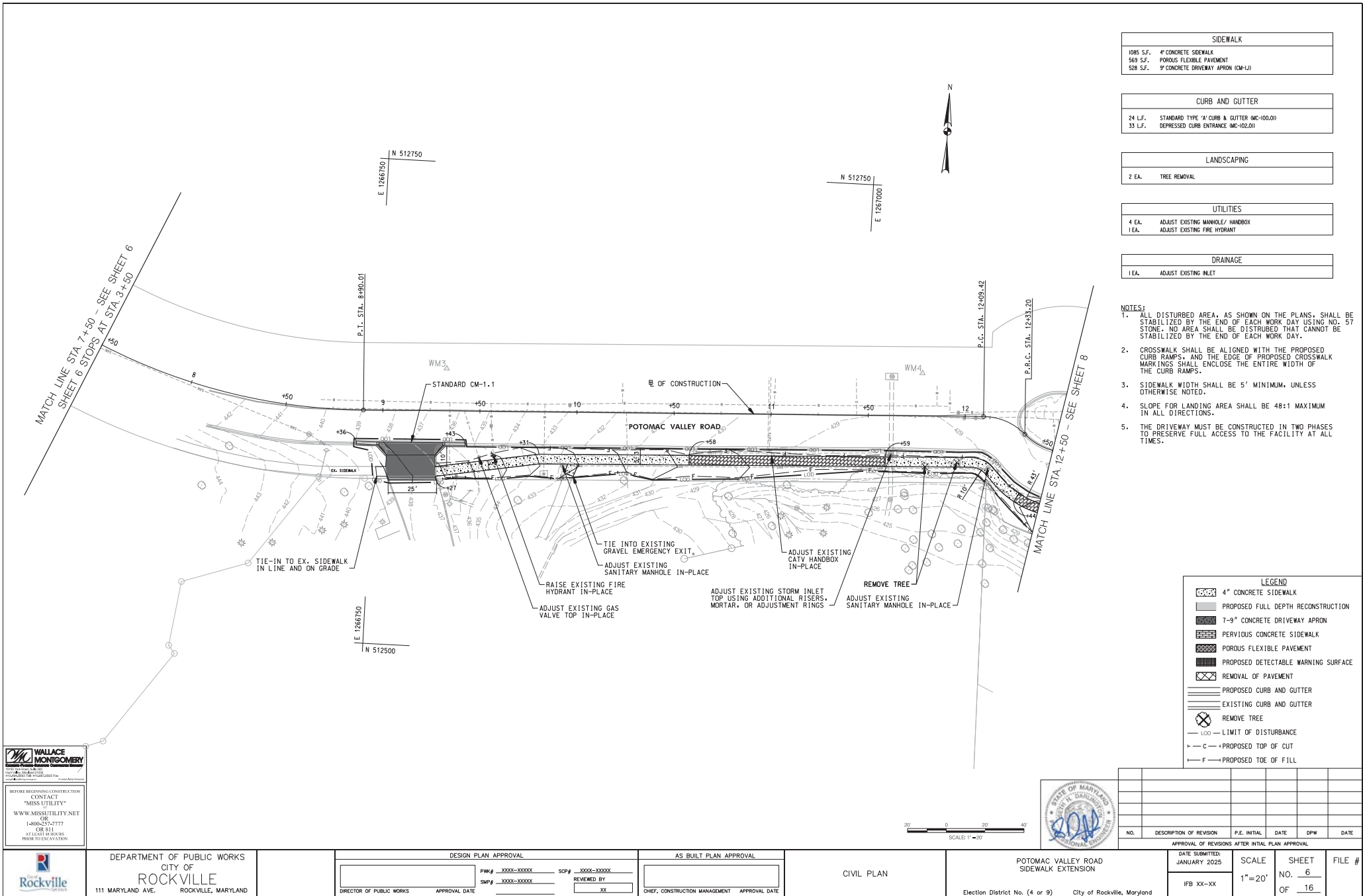
- ALL DISTURBED AREA, AS SHOWN ON THE PLANS, SHALL BE STABILIZED BY THE END OF EACH WORK DAY USING NO. 57 STONE. NO AREA SHALL BE DISTURBED THAT CANNOT BE STABILIZED BY THE END OF EACH WORK DAY.
- CROSSWALK SHALL BE ALIGNED WITH THE PROPOSED CURB RAMP, AND THE EDGE OF PROPOSED CROSSWALK MARKINGS SHALL ENCLOSE THE ENTIRE WIDTH OF THE CURB RAMP.
- SIDEWALK WIDTH SHALL BE 5' MINIMUM, UNLESS OTHERWISE NOTED.
- SLOPE FOR LANDING AREA SHALL BE 48:1 MAXIMUM IN ALL DIRECTIONS.

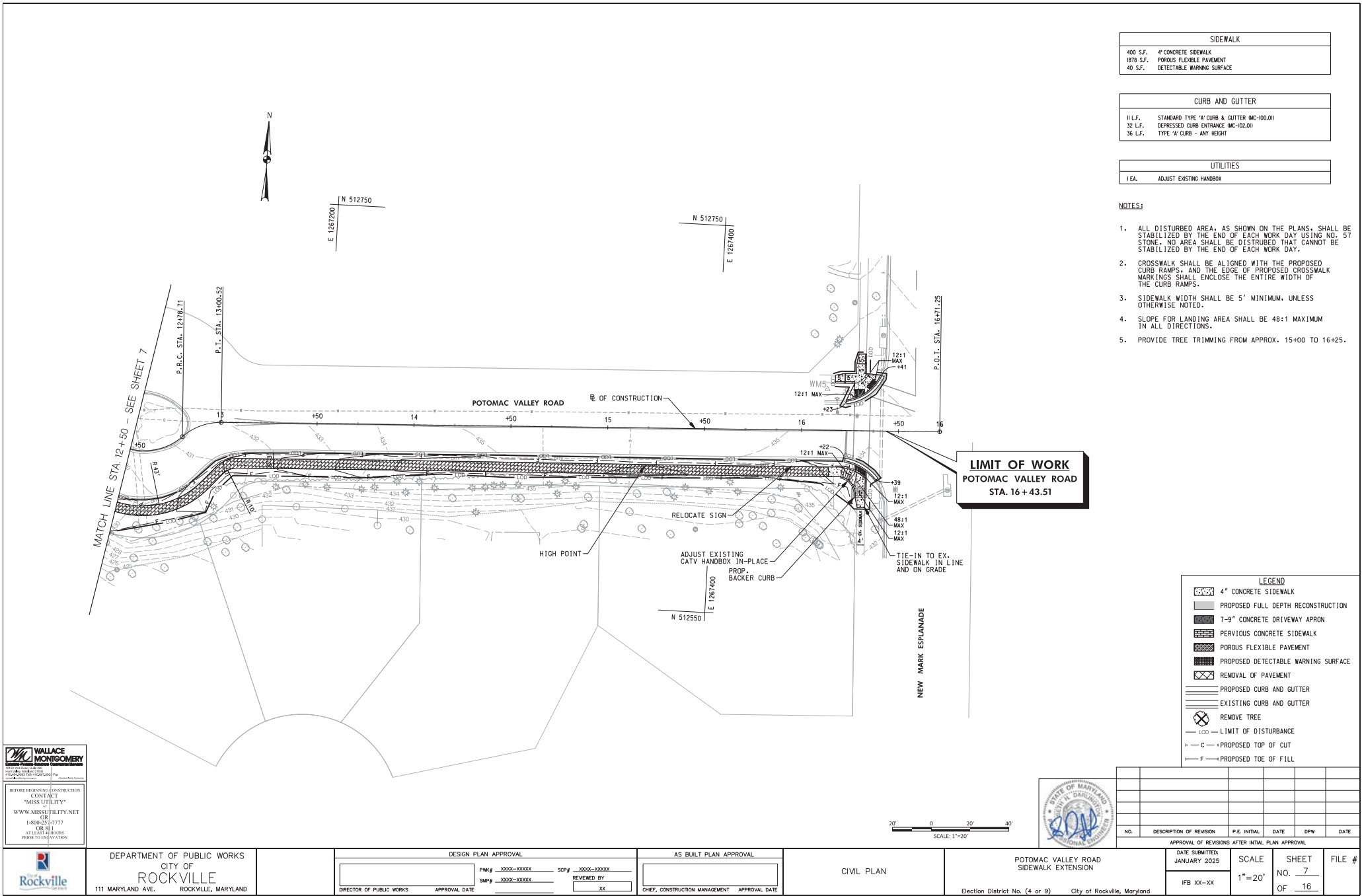
LEGEND	
	4" CONCRETE SIDEWALK
	PROPOSED FULL DEPTH RECONSTRUCTION
	7-9" CONCRETE DRIVEWAY APRON
	PERVIOUS CONCRETE SIDEWALK
	POROUS FLEXIBLE PAVEMENT
	PROPOSED DETECTABLE WARNING SURFACE
	REMOVAL OF PAVEMENT
	PROPOSED CURB AND GUTTER
	EXISTING CURB AND GUTTER
	REMOVE TREE
	LOD - LIMIT OF DISTURBANCE
	C - PROPOSED TOP OF CUT
	F - PROPOSED TOE OF FILL

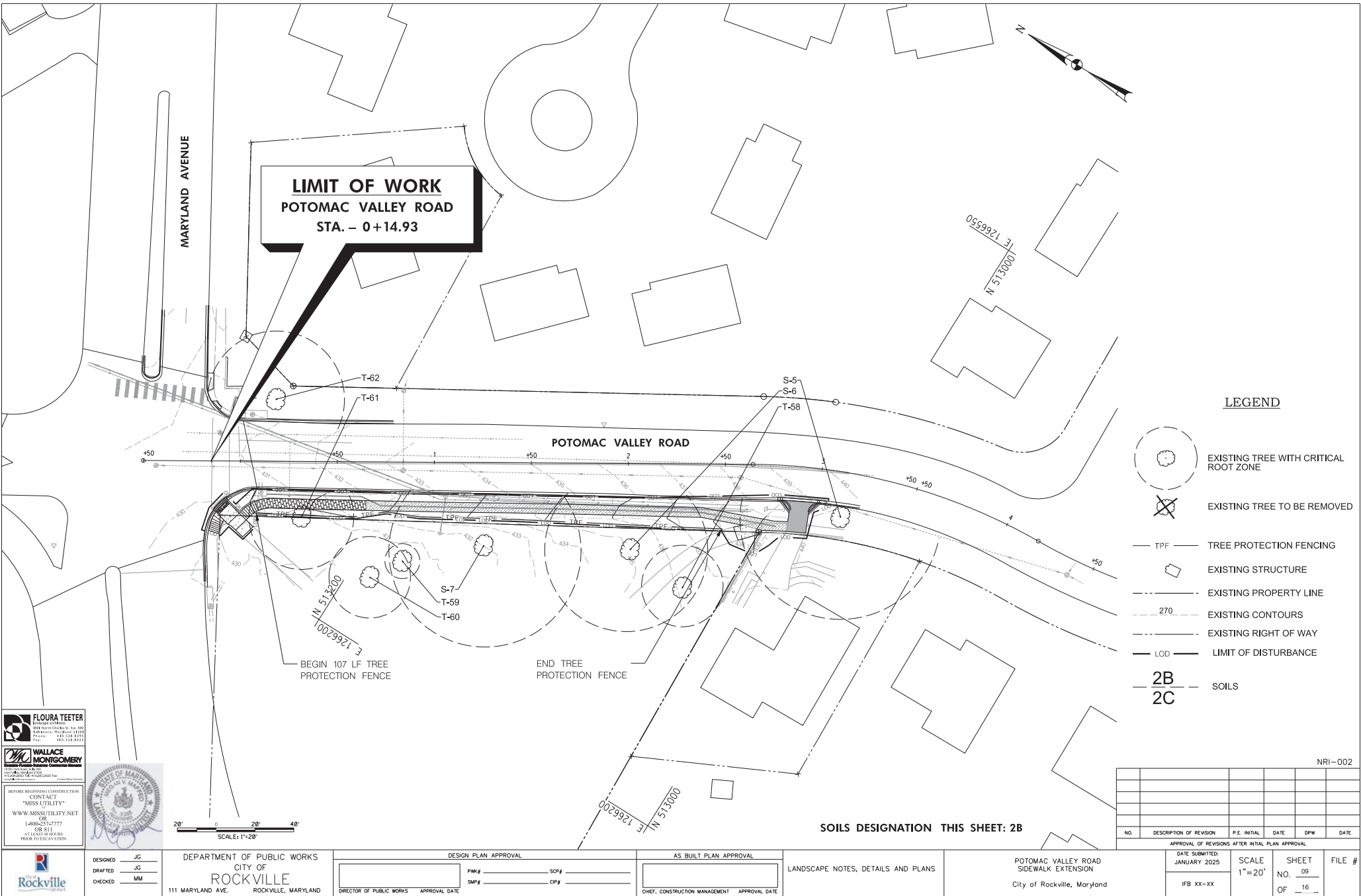
WALLACE MONTGOMERY
 CIVIL ENGINEERING, INC.
 1111 Rockville Pike, Suite 200
 Rockville, MD 20850
 (301) 761-1111
 www.wallacemontgomery.com

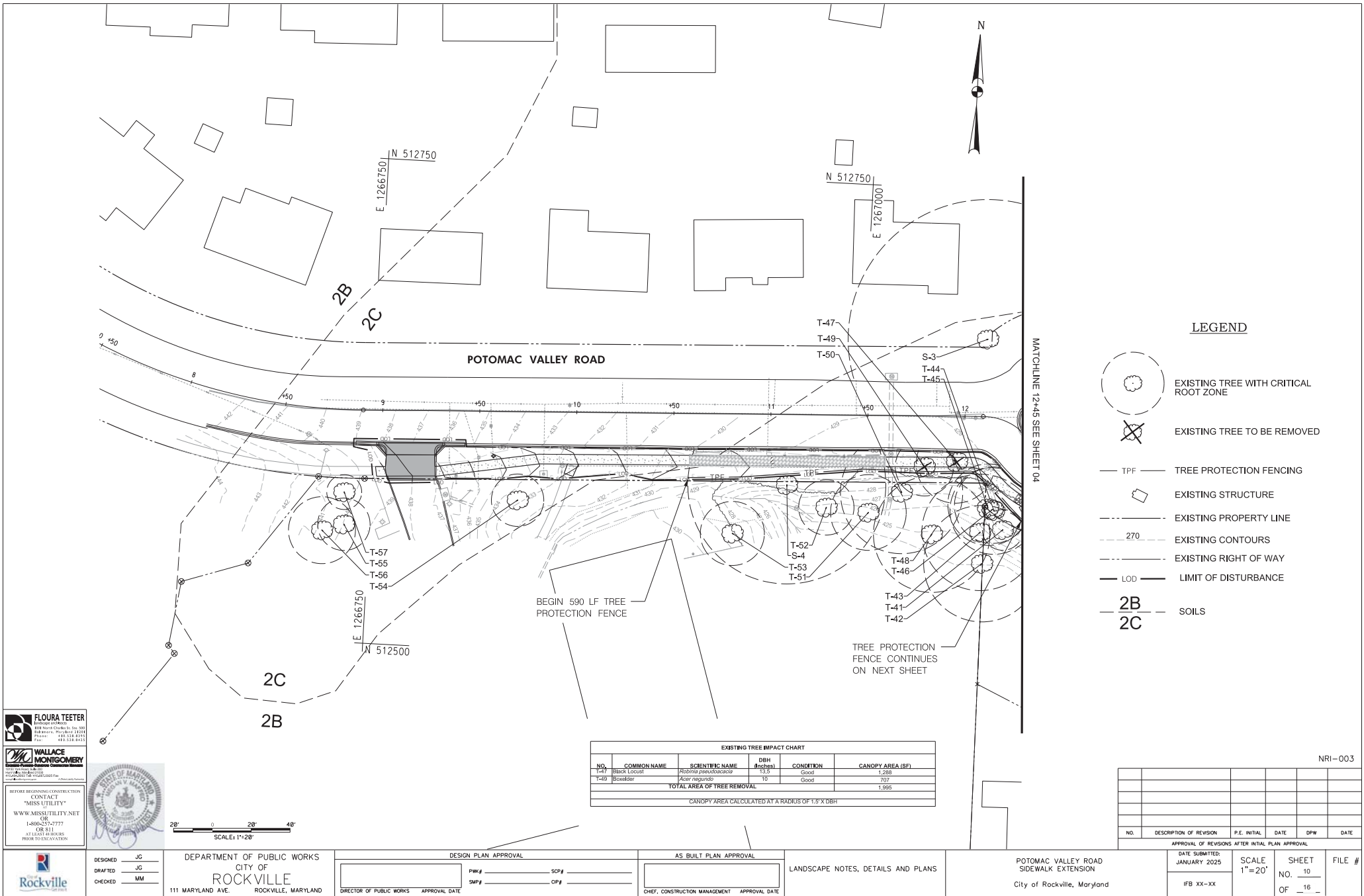
BEFORE BEGINNING CONSTRUCTION
 CONTACT
 "MISS UTILITY"
 WWW.MISSUTILITY.NET
 OR
 1-800-251-7777
 24 HOURS
 AT LEAST 48 HOURS
 PRIOR TO CONSTRUCTION

 DEPARTMENT OF PUBLIC WORKS CITY OF ROCKVILLE 111 MARYLAND AVE. ROCKVILLE, MARYLAND	DESIGN PLAN APPROVAL _____ DIRECTOR OF PUBLIC WORKS		AS BUILT PLAN APPROVAL _____ CHIEF, CONSTRUCTION MANAGEMENT		CIVIL PLAN	POTOMAC VALLEY ROAD SIDEWALK EXTENSION Election District No. (4 or 9) City of Rockville, Maryland	DATE SUBMITTED: JANUARY 2025	SCALE 1"=20'	SHEET NO. 5 OF 16	FILE #
	APPROVAL DATE _____		APPROVAL DATE _____				APPROVAL OF REVISIONS AFTER INITIAL PLAN APPROVAL NO. DESCRIPTION OF REVISION P.E. INITIAL DATE DFW DATE	IFB XX-XX		









LEGEND

- EXISTING TREE WITH CRITICAL ROOT ZONE
- EXISTING TREE TO BE REMOVED
- TPF TREE PROTECTION FENCING
- EXISTING STRUCTURE
- EXISTING PROPERTY LINE
- 270 EXISTING CONTOURS
- EXISTING RIGHT OF WAY
- LOD LIMIT OF DISTURBANCE
- 2B 2C SOILS

EXISTING TREE IMPACT CHART					
NO.	COMMON NAME	SCIENTIFIC NAME	DBH (Inches)	CONDITION	CANOPY AREA (SF)
T-47	Black Locust	<i>Rhodopa pseudocarpus</i>	13.5	Good	1,288
T-48	Boxelder	<i>Acer negundo</i>	10	Good	707
TOTAL AREA OF TREE REMOVAL					1,995
CANOPY AREA CALCULATED AT A RADIUS OF 1.5' X DBH					

NRI-003

NO.	DESCRIPTION OF REVISION	P.E. INITIAL	DATE	DPW	DATE

FLOURA TEETER
Professional Engineer
100 North Charles St., Ste. 200
Baltimore, Maryland 21201
Phone: 410-528-8455
Fax: 410-528-8455

WALLACE MONTGOMERY
Professional Engineer
100 North Charles St., Ste. 200
Baltimore, Maryland 21201
Phone: 410-528-8455
Fax: 410-528-8455

BEFORE BEGINNING CONSTRUCTION
CONTACT
"MISS UTILITY"
WWW.MISSUTILITY.NET
OR
1-800-251-7777
FOR ALL
AT LEAST 48 HOURS
PRIOR TO CONSTRUCTION



DESIGNED JG
DRAFTED JG
CHECKED MM

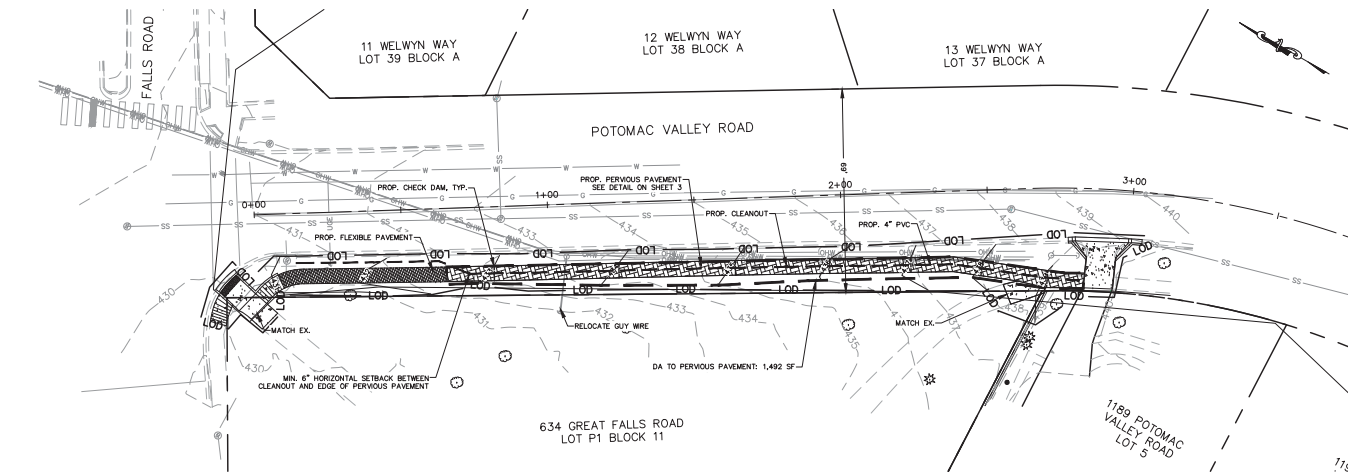
DEPARTMENT OF PUBLIC WORKS
CITY OF
ROCKVILLE
111 MARYLAND AVE. ROCKVILLE, MARYLAND

DESIGN PLAN APPROVAL		AS BUILT PLAN APPROVAL	
	PK# _____ SCP# _____ SMP# _____ CIP# _____		
DIRECTOR OF PUBLIC WORKS	APPROVAL DATE	CHIEF, CONSTRUCTION MANAGEMENT	APPROVAL DATE

LANDSCAPE NOTES, DETAILS AND PLANS

POTOMAC VALLEY ROAD
SIDEWALK EXTENSION
City of Rockville, Maryland

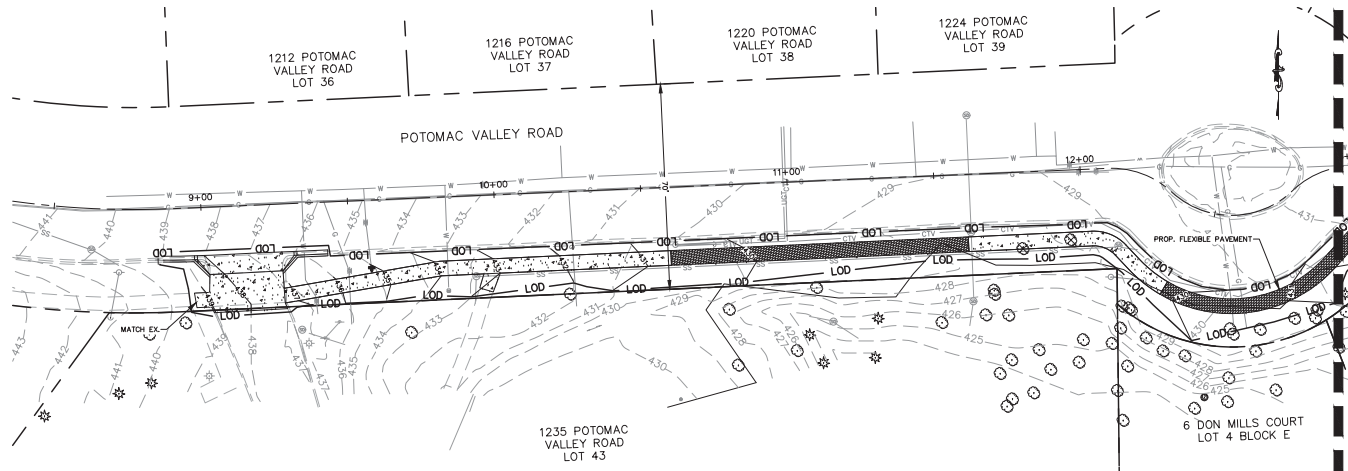
APPROVAL OF REVISIONS AFTER INITIAL PLAN APPROVAL		FILE #
DATE SUBMITTED: JANUARY 2025	SCALE 1"=20'	SHEET NO. 10
IFB XX-XX		OF 16



STORMWATER MANAGEMENT PLAN - WESTERN SIDEWALK
SCALE: 1" = 20'

LEGEND

	PROPOSED CURB & GUTTER
	LIMITS OF DISTURBANCE
	PERVIOUS SIDEWALK CHECK DAM
	PERVIOUS SIDEWALK PVC OVERDRAIN
	PROPOSED PERMEABLE PAVEMENT
	PROPOSED CONCRETE SIDEWALK
	PROPOSED POROUS FLEXIBLE PAVEMENT



STORMWATER MANAGEMENT PLAN - EASTERN SIDEWALK
SCALE: 1" = 20'



PROFESSIONAL CERTIFICATION:
I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed Professional Engineer under the laws of the State of Maryland, License No. 31188, Expiration Date: 1/27/2027.

JASON AZAR
NAME



NO.	DESCRIPTION OF REVISION	P.E. INITIAL	DATE	OPW	DATE

APPROVAL OF REVISIONS AFTER INITIAL PLAN APPROVAL

DATE SUBMITTED: FEBRUARY 2025	SCALE 1"=20'	SHEET NO. 12 OF 16	FILE #
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DEPARTMENT OF PUBLIC WORKS
CITY OF
ROCKVILLE
111 MARYLAND AVE. ROCKVILLE, MARYLAND

DESIGNED SL
DRAFTED MS
CHECKED JA

DESIGN PLAN APPROVAL

	PWK#	SCP#
	SNP#	REVIEWED BY

DIRECTOR OF PUBLIC WORKS APPROVAL DATE

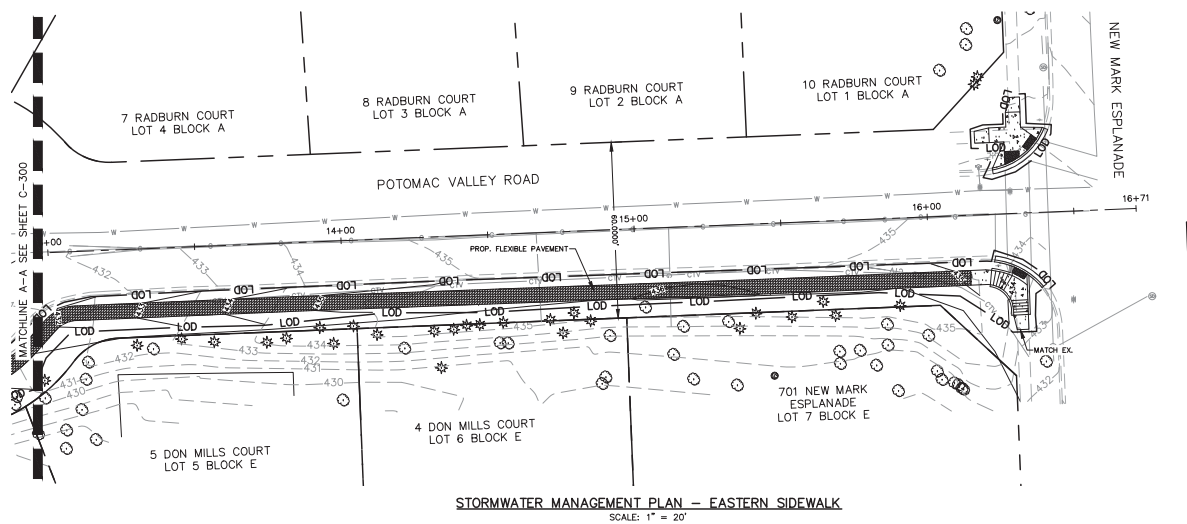
AS BUILT PLAN APPROVAL

	CM#
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CHIEF, CONSTRUCTION MANAGEMENT APPROVAL DATE

STORMWATER
MANAGEMENT PLAN

POTOMAC VALLEY ROAD
SIDEWALK EXTENSION
Election District No. 4 City of Rockville, Maryland



SWM PERMIT SUMMARY TABLE - EASTERN SIDEWALK	
General Property Information	
SMP#1 Property Address: Potomac Valley Road, Rockville, MD 20850 Total Concept Area [ac./sq.ft.]: 0.240 ac / 10,457 sf Bx. % Impervious/Redevelopment or New Development: 41.9% Imperv / Redevelopment	
SWM Summary	
Total On-Site Impervious Area subject to SWM: 0.1 ac Required P./Proposed P.: 1.8 / 0 Target ESD/Provided ESD: 670 / 0 ESD Measures: N/A Structural Storage Required/Provided: N/A Structural Measures: N/A Qq10 (10-Year Quantity Control) Measures: N/A Contiguous Right-of-Way Impervious Area subject to SWM: N/A Contiguous Right-of-Way Csw (Channel Protection Volume) & WQv (Water Quality Volume) Measures: N/A Contiguous Right-of-Way Qp10 (10-Year Quantity Control) Measures: N/A	
SWM PERMIT SUMMARY TABLE - WESTERN SIDEWALK	
General Property Information	
SMP#1 Property Address: Potomac Valley Road, Rockville, MD 20850 Total Concept Area [ac./sq.ft.]: 0.132 ac / 4,895 sf Bx. % Impervious/Redevelopment or New Development: 37.3% Imperv / Redevelopment	
SWM Summary	
Total On-Site Impervious Area subject to SWM: 0.04 ac Required P./Proposed P.: 1.8 / 1.42 Target ESD/Provided ESD: 291 / 229 ESD Measures: PerVIOUS Pavement Structural Storage Required/Provided: N/A Structural Measures: N/A Qq10 (10-Year Quantity Control) Measures: N/A Contiguous Right-of-Way Impervious Area subject to SWM: N/A Contiguous Right-of-Way Csw (Channel Protection Volume) & WQv (Water Quality Volume) Measures: N/A Contiguous Right-of-Way Qp10 (10-Year Quantity Control) Measures: N/A	

THIS PLAN IS FOR
STORMWATER MANAGEMENT
ONLY

PROFESSIONAL CERTIFICATION:
I hereby certify that these documents
were prepared or approved by me, and
that I am a duly licensed Professional
Engineer under the laws of the State
of Maryland, License No. 31168
Expiration Date: 1/12/2027
JASON AZAR
NAME



NO.	DESCRIPTION OF REVISION	P.E. INITIAL	DATE	DWV	DATE
APPROVAL OF REVISIONS AFTER FINAL PLAN APPROVAL					


DATE SUBMITTED:
FEBRUARY 2025

SCALE
"1"=20'

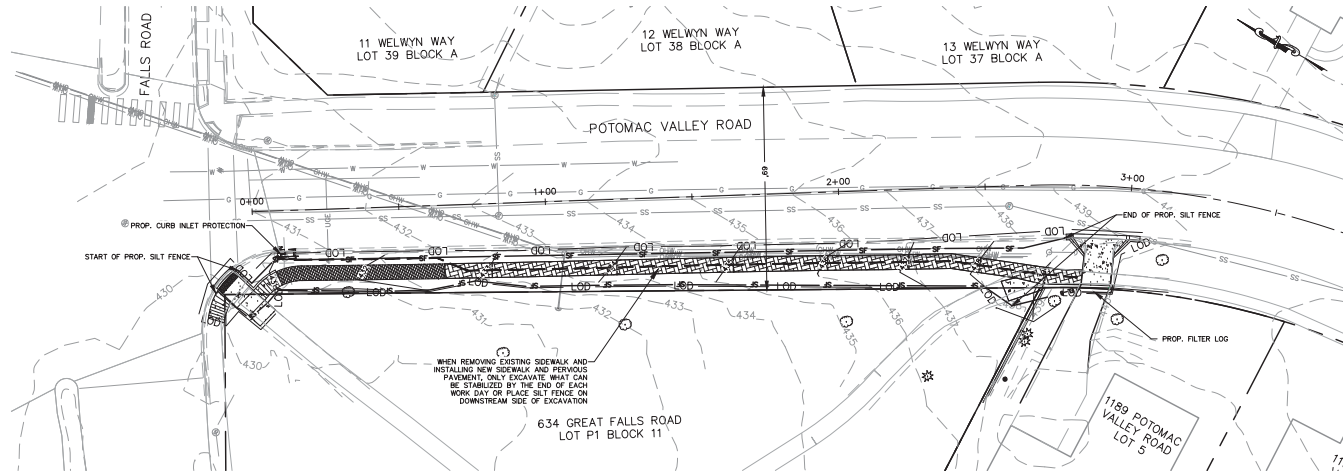
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13

OF
16

FILE

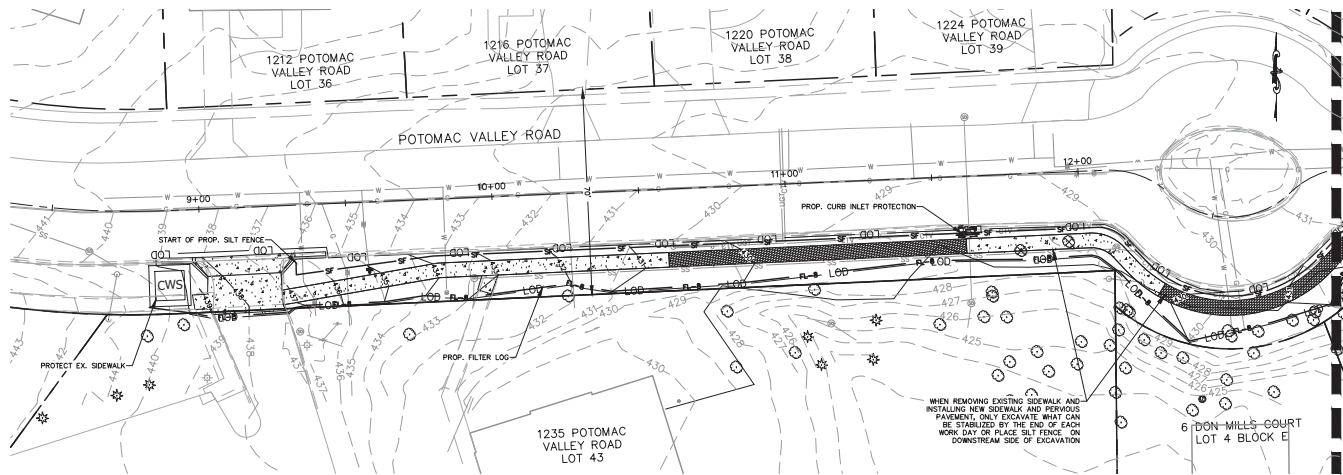
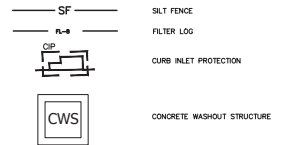
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SOIL BOUNDARY NOTE:
ALL SOIL WITHIN THE
SHOWN AREA IS
GLENELG SILT LOAM
(HSG "B")



EROSION AND SEDIMENT CONTROL PLAN
SCALE: 1" = 20'

LEGEND



EROSION AND SEDIMENT CONTROL PLAN
SCALE: 1" = 20'

THIS PLAN IS FOR EROSION
AND SEDIMENT CONTROL ONLY



BEFORE BEGINNING CONSTRUCTION
CONTACT
"MISS UTILITY"
WWW.MISSUTILITY.NET
OR
1-800-251-7777
OR 811
AT LEAST 48 HOURS
PRIOR TO EXCAVATION



DEPARTMENT OF PUBLIC WORKS
CITY OF
ROCKVILLE
111 MARYLAND AVE. ROCKVILLE, MARYLAND

DESIGNED SL
DRAFTED MS
CHECKED JA

DESIGN PLAN APPROVAL
PWS# _____ SOP# _____
SMP# _____ REVIEWED BY: _____
DIRECTOR OF PUBLIC WORKS APPROVAL DATE: _____

AS BUILT PLAN APPROVAL
PWS# _____ SOP# _____
SMP# _____ REVIEWED BY: _____
CHIEF, CONSTRUCTION MANAGEMENT APPROVAL DATE: _____

EROSION & SEDIMENT
CONTROL PLAN

PROFESSIONAL CERTIFICATION:
I hereby certify that these documents
were prepared or approved by me, and
that I am a duly licensed Professional
Engineer under the laws of the State
of Maryland, License No. 30188
Expiration Date: 1/27/2027
JASON AZAR
NAME

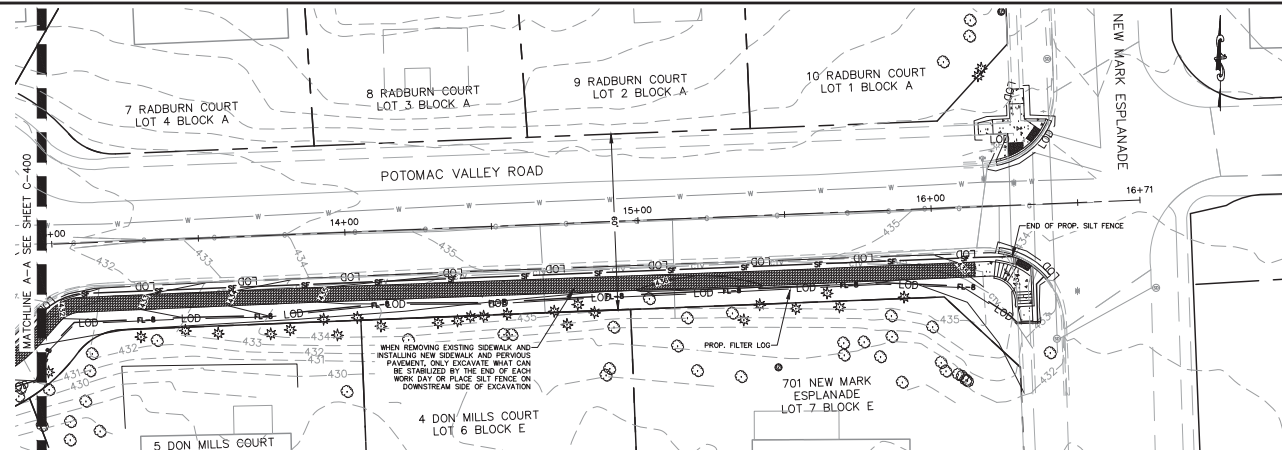


NO.	DESCRIPTION OF REVISION	P.E. INITIAL	DATE	OPW	DATE

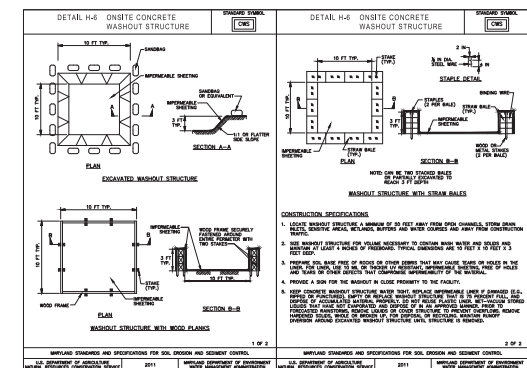
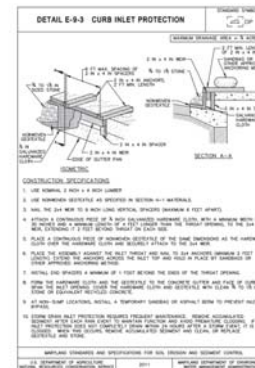
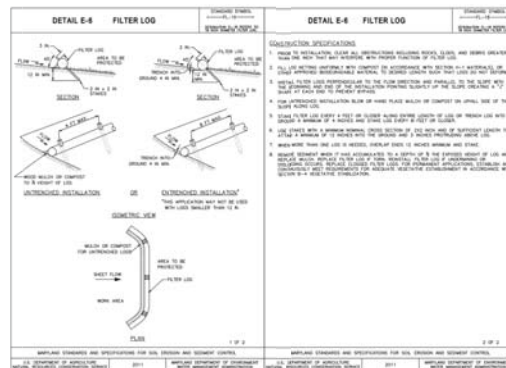
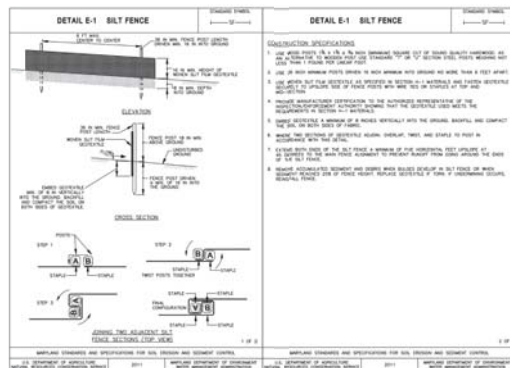
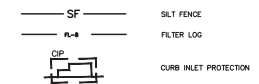
APPROVAL OF REVISIONS AFTER INITIAL PLAN APPROVAL

DATE SUBMITTED: FEBRUARY 2025	SCALE 1"=20'	SHEET NO. 14 OF 16	FILE #
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Election District No. 4 City of Rockville, Maryland



LEGEND



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 Germantown, MD 20874
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"MISS UTILITY"
AT
WWW.MISSUTILITY.NET
OR
1-800-257-7777
OR 811
AT LEAST 48 HOURS
PRIOR TO EXCAVATION

PROFESSIONAL CERTIFICATION:
I hereby certify that these documents
were prepared or approved by me, and
that I am a duly licensed Professional
Engineer under the laws of the State
of Maryland, License No. 31168,
Expiration Date: 1/12/2027

NAME JASON AZAR



NO.	DESCRIPTION OF REVISION	P.E. INITIAL	DATE	DW	DATE
APPROVAL OF REVISIONS AFTER INITIAL PLAN APPROVAL					

DATE SUBMITTED:
FEBRUARY 2025

SCALE	SHEET	FILE # _____
1"=20'	N^{O.} NO. OF <u> 16 </u>	

(Signature)
 [Illegible Signature]



City of
Rockville
Arlington County, Virginia

DEPARTMENT OF PUBLIC WORKS
CITY OF
ROCKVILLE
1 MARYLAND AVE. ROCKVILLE, MARYLAND

DESIGNED SL
DRAFTED MS
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DESIGN PLAN APPROVAL			
<div style="border: 1px solid black; width: 100%; height: 100%;"></div>	PINK# _____ SMP# _____	SCP# _____ REVIEWED BY _____	_____
DIRECTOR OF PUBLIC WORKS	APPROVAL DATE		

AS BUILT PLAN APPROVAL	
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CHIEF, CONSTRUCTION MANAGEMENT	APPROVAL DATE

EROSION & SEDIMENT
CONTROL PLAN

POTOMAC VALLEY ROAD
SIDEWALK EXTENSION

District No. 4 City of Rockville, Maryland

DATE SUBMITTED: FEBRUARY 2025	SCALE 1"=20'	SHEET NO. 15 OF 16	FILE #
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EROSION AND SEDIMENT CONTROL NOTES: (NOV 2016)

1. THE APPLICANT MUST OBTAIN INSPECTION AND APPROVAL BY THE CITY OF ROCKVILLE DEPARTMENT OF PUBLIC WORKS (DPW) AT THE FOLLOWING POINTS:
- A. AT THE REQUIRED PRECONSTRUCTION MEETINGS.
- B. FOLLOWING INSTALLATION OF SEDIMENT CONTROL MEASURES AND PRIOR TO ANY OTHER LAND DISTURBANCE ACTIVITY.
- C. DURING THE INSTALLATION OF SEDIMENT BASIN OR STORMWATER MANAGEMENT STRUCTURE AT THE DISTURBED INSPECTION POINTS (SEE INSPECTION CHECKLIST ON PLAN). NOTIFICATION PRIOR TO COMMENCING CONSTRUCTION IS MANDATORY.
- D. PRIOR TO REMOVAL OR MODIFICATION OF ANY SEDIMENT CONTROL DEVICES.
- E. PRIOR TO FINAL ACCEPTANCE.
2. ALL EROSION CONTROL MEASURES ARE TO BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH APPLICABLE PUBLISHED STANDARDS AND SPECIFICATIONS AND THE MOST CURRENT "MARYLAND STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL."
3. THE APPLICANT SHALL CONSTRUCT ALL EROSION AND SEDIMENT CONTROL MEASURES PER THE APPROVED PLAN AND CONSTRUCTION SEQUENCE. SHALL HAVE THEM INSPECTED AND APPROVED BY DPW PRIOR TO BEGINNING ANY OTHER LAND DISTURBANCES. SHALL ENSURE THAT ALL RUNOFF FROM DISTURBED AREAS IS DIRECTED TO THE SEDIMENT CONTROL DEVICES AND SHALL NOT REMOVE ANY EROSION OR SEDIMENT CONTROL MEASURES WITHOUT PRIOR PERMISSION FROM DPW.
4. ANY REQUEST FOR CHANGES TO THE APPROVED SEDIMENT CONTROL PLAN OR SEQUENCE OF CONSTRUCTION MUST BE SUBMITTED TO THE DPW SEDIMENT CONTROL INSPECTOR AND APPROVED BEFORE IMPLEMENTING CHANGES. MAJOR CHANGES WILL REQUIRE A PLAN REVISION.
5. THE APPLICANT SHALL PROTECT ALL POINTS OF CONSTRUCTION INGRESS AND EGRESS TO PREVENT THE DEPOSITION OF MATERIALS ONTO TRAVELLED PUBLIC THROUGHDWARE(S). ALL MATERIALS DEPOSITED ONTO PUBLIC THROUGHDWARE(S) SHALL BE REMOVED IMMEDIATELY.
6. THE APPLICANT SHALL INSPECT DAILY AND MAINTAIN CONTINUOUSLY IN EFFECTIVE OPERATING CONDITION ALL EROSION AND SEDIMENT CONTROL MEASURES UNTIL SUCH TIME AS THEY ARE REMOVED WITH PRIOR PERMISSION FROM THE DPW SEDIMENT CONTROL INSPECTOR.
7. ALL SEDIMENT BASINS, TRAP EMBANKMENTS, SNALES, PERIMETER DIKES AND PERMANENT SLOPES STEEPER OR EQUAL TO 3:1 SHALL BE STABILIZED WITH SOD, SEED AND ANCHORED STRAW MULCH OR OTHER APPROVED STABILIZATION MEASURES. WITHIN SEVEN CALENDAR DAYS OF ESTABLISHMENT, ALL AREAS DISTURBED OUTSIDE OF THE PERIMETER SEDIMENT CONTROL SYSTEM MUST BE VEGETATED AND STABILIZED IMMEDIATELY. MAINTENANCE MUST BE PERFORMED AS NECESSARY TO ENSURE CONTINUED STABILIZATION. RE-STABILIZATION OR OVERSEEDING WILL BE REQUIRED, IF NECESSARY.
8. THE APPLICANT SHALL APPLY SOD, SEED AND ANCHORED STRAW MULCH, OR OTHER APPROVED STABILIZATION MEASURES TO ALL DISTURBED AREAS WITHIN SEVEN (7) CALENDAR DAYS AFTER STRIPPING AND GRADING ACTIVITIES HAVE CEASED ON THAT AREA. MAINTENANCE SHALL BE PERFORMED AS NECESSARY TO ENSURE CONTINUED STABILIZATION. OTHER ACTIVE CONSTRUCTION AREAS THAT ARE NOT BEING ACTIVELY GRADED (I.E., ROUTES FOR CONSTRUCTION VEHICLES WITHIN A SITE) MAY BE REQUIRED TO BE STABILIZED AT THE DISCRETION OF THE INSPECTOR. STOCKPILES, WHICH HAVE NOT BEEN USED FOR SEVEN (7) CALENDAR DATES SHALL BE STABILIZED THROUGH THE APPLICATION OF SOD, SEED, AND ANCHORED STRAW MULCH, OR OTHER APPROVED STABILIZATION METHODS.
9. PRIOR TO REMOVAL OF SEDIMENT CONTROL MEASURES, THE APPLICANT SHALL STABILIZE ALL CONTRIBUTORY DISTURBED AREA USING SOD OR AN APPROVED PERMANENT SEED MIXTURE WITH REQUIRED SOIL AMENDMENTS AND AN APPROVED ANCHORED MULCH. WOOD FIBER MULCH MAY ONLY BE USED IN SEEDING SEASON TO PROMOTE SHEET FLOW DRAINAGE. AREAS BROUGHT TO FINISHED GRADE DURING THE SEEDING SEASON SHALL BE PERMANENTLY STABILIZED WITHIN SEVEN (7) CALENDAR DAYS OF ESTABLISHMENT. WHEN PROPERTY IS BROUGHT TO FINISHED GRADE DURING THE MONTHS OF NOVEMBER THROUGH FEBRUARY, AND PERMANENT STABILIZATION IS FOUND TO BE IMPRACTICAL, APPROVED TEMPORARY SEED AND STRAW ANCHORED MULCH SHALL BE APPLIED TO DISTURBED AREAS. THE FINAL PERMANENT STABILIZATION OF SUCH PROPERTY SHALL BE COMPLETED PRIOR TO THE FOLLOWING APRIL 15.
10. THE SITE WORK, MATERIALS, APPROVED SEDIMENT CONTROL AND STORMWATER MANAGEMENT PLANS, AND ANY REQUIRED TEST REPORTS SHALL BE AVAILABLE, AT THE SITE FOR INSPECTION BY DULY AUTHORIZED OFFICIALS OF THE CITY OF ROCKVILLE.
11. SURFACE DRAINAGE FLOWS OVER UNSTABILIZED CUT AND FILL SLOPES SHALL BE CONTROLLED BY EITHER PREVENTING DRAINAGE FLOWS FROM TRAVERSING THE SLOPES OR BY INSTALLING MECHANICAL DEVICES TO LOWER THE WATER DOWNSLOPE WITHOUT CAUSING EROSION. DIKES SHALL BE INSTALLED AND MAINTAINED AT THE TOP OF CUT OR FILL SLOPES UNTIL THE SLOPE AND DRAINAGE AREA TO IT ARE FULLY STABILIZED, AT WHICH TIME THEY MUST BE REMOVED AND FINAL GRADING DONE TO PROMOTE SHEET FLOW DRAINAGE. MECHANICAL DEVICES MUST BE PROVIDED AT POINTS OF CONCENTRATED FLOW WHERE EROSION IS LIKELY TO OCCUR.
12. PERMANENT SNALES OR OTHER POINTS OF CONCENTRATED WATER FLOW SHALL BE STABILIZED WITH SOD OR SEED WITH APPROVED EROSION CONTROL MATTING OR BY OTHER APPROVED STABILIZATION MEASURES.
13. TEMPORARY SEDIMENT CONTROL DEVICES SHALL BE REMOVED, WITH PERMISSION OF DPW, WITHIN 30 CALENDAR DAYS FOLLOWING ESTABLISHMENT OF PERMANENT STABILIZATION IN ALL CONTRIBUTORY DRAINAGE AREAS. IF ESTABLISHMENT IS NOT FULL AND UNIFORM AS DETERMINED BY THE DPW SEDIMENT CONTROL INSPECTOR, OVERSEEDING WILL BE REQUIRED. STORMWATER MANAGEMENT STRUCTURES USED TEMPORARILY FOR SEDIMENT CONTROL SHALL BE CONVERTED TO THE PERMANENT CONFIGURATION WITHIN THIS TIME PERIOD AS WELL.
14. NO PERMANENT CUT OR FILL SLOPE WITH A GRADIENT STEEPER THAN 3:1 WILL BE PERMITTED IN LAWN MAINTENANCE AREAS. A SLOPE GRADIENT OF UP TO 2:1 WILL BE PERMITTED IN AREAS THAT ARE NOT TO BE MAINTAINED PROVIDED THAT THOSE AREAS ARE INDICATED ON THE EROSION AND SEDIMENT CONTROL PLAN WITH A LOW-MAINTENANCE GROUND COVER SPECIFIED FOR PERMANENT STABILIZATION. SLOPE GRADIENT STEEPER THAN 2:1 WILL NOT BE PERMITTED WITH VEGETATIVE STABILIZATION.
15. THE APPLICANT SHALL INSTALL A SPLASH BLOCK AT THE BOTTOM OF EACH DOWNSPOUT UNLESS THE DOWNSPOUT IS CONNECTED BY A DRAIN LINE TO AN ACCEPTABLE OUTLET.
16. ALL WATER PUMPED FROM AN EXCAVATION DURING CONSTRUCTION SHALL BE PUMPED EITHER TO SEDIMENT TANKS AND/OR SEDIMENT TRAPS. NO WATER WILL BE PUMPED TO THE STORM DRAIN SYSTEM OR SNALE. DE-WATERING SHALL BE PERFORMED IN ACCORDANCE WITH THE MOST CURRENT MARYLAND STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL.
17. FOR FINISHED GRADING, THE APPLICANT SHALL PROVIDE ADEQUATE DRAINAGE SODS AS TO: (1) PREVENT WATER FROM STANDING ON THE SURFACE OF LANS MORE THAN 24 HOURS AFTER THE END OF A RAINFALL, EXCEPT IN DESIGNATED DRAINAGE COURSES AND SNALE FLOW AREAS WHICH MAY DRAIN AS LONG AS 48 HOURS AFTER THE END OF A RAINFALL, AND (2) PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDING FOUNDATIONS OR OPENINGS.
18. SEDIMENT TRAPS OR BASINS ARE NOT PERMITTED WITHIN 20-FEET OF A BUILDING, WHICH EXISTS OR IS UNDER CONSTRUCTION. NO BUILDING MAY BE CONSTRUCTED WITHIN 20-FEET OF A SEDIMENT TRAP OR BASIN.
19. ALL INLET IN NON-SUMP AREAS SHALL HAVE ASPHALT BERMS INSTALLED AT THE TIME OF BASE PAVING TO DIRECT RUNOFF TO INLETS.
20. THE DPW SEDIMENT CONTROL INSPECTOR HAS THE OPTION OF REQUIRING ADDITIONAL SEDIMENT CONTROL MEASURES, IF DEEMED NECESSARY.
21. ALL TRAP ELEVATIONS ARE RELATIVE TO THE OUTLET ELEVATION, WHICH MUST BE ON EXISTING UNDISTURBED GROUND.
22. NO CONSTRUCTION VEHICLES SHALL BE DRIVEN WITHIN THE FOOTPRINT OF THE PERMEABLE PAVEMENT. CONTRACTOR TO STABILIZE PERMEABLE PAVEMENT AREAS AT THE END OF EACH WORK DAY.

23. VEGETATIVE STABILIZATION SHALL BE PERFORMED IN ACCORDANCE WITH THE MOST CURRENT MARYLAND STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL.
24. TEMPORARY SEDIMENT TRAPS(S) SHALL BE CLEANED OUT AND RESTORED TO THE ORIGINAL DIMENSIONS WHEN SEDIMENT HAS ACCUMULATED TO A POINT ONE-HALF THE DEPTH BETWEEN THE OUTLET GRESS AND THE BOTTOM OF THE TRAP.
25. SEDIMENT REMOVED FROM TRAPS SHALL BE PLACED AND STABILIZED IN APPROVED AREAS IN SUCH A MANNER THAT IT DOES NOT FLOOD EXISTING OR PROPOSED STORM DRAINAGE SYSTEMS OR AREAS ALREADY STABILIZED. SEDIMENT SHALL NOT BE PLACED WITHIN A FLOOD PLAIN OR WETLAND PLAIN OR WETLAND.
26. ALL SEDIMENT BASINS AND TRAPS MUST BE SURROUNDED WITH A WELDED WIRE SAFETY FENCE. THE FENCE MUST BE AT LEAST 42-INCHES HIGH, HAVE POSTS SPACED NO FARTHER APART THAN EIGHT-FEET, HAVE MESH OPENINGS NO GREATER THAN TWO-INCHES IN WIDTH AND FOUR-INCHES IN HEIGHT WITH A MINIMUM OF 14 GAUGE WIRE. SAFETY FENCE MUST BE MAINTAINED IN GOOD CONDITION AT ALL TIMES.
27. OFF-SITE SPILL OR BORROW AREAS MUST HAVE APPROVED SEDIMENT CONTROL PLANS.
28. PROTECT ALL TREES TO BE PRESERVED DURING CONSTRUCTION IN ACCORDANCE WITH THE APPROVED FOREST CONSERVATION PLAN.
29. THE APPLICANT IS RESPONSIBLE FOR ALL ACTIONS OF CONTRACTOR AND SUBCONTRACTORS, INCLUDING REPAIRING DAMAGE TO SEDIMENT CONTROL DEVICES AND EXISTING INFRASTRUCTURE.
30. THE APPLICANT SHALL COMPLY WITH ALL PROVISIONS OF THE NPDES CONSTRUCTION DISCHARGE PERMIT. A COPY OF THE PERMIT AND ALL REQUIRED REPORTS SHALL BE AVAILABLE ON SITE AT ALL TIMES.

GEOTECHNICAL NOTES: (NOV 2016)

1. THE APPLICANT SHALL BE RESPONSIBLE FOR ALL SUBGRADE INSPECTION AND SOIL COMPACTION TESTING ASSOCIATED WITH ANY WORK WITHIN A CITY RIGHT-OF-WAY, PRIVATE PROPERTY SUBJECT TO A PUBLIC ACCESS EASEMENT, OR PRIVATE PROPERTY SUBJECT FOR PUBLIC UTILITIES OR PUBLIC IMPROVEMENTS AND/OR ANY WORK ASSOCIATED WITH A SEDIMENT CONTROL FACILITY, OR STORMWATER MANAGEMENT PRACTICE. THIS WORK SHALL BE COMPLETED BY OR UNDER THE SUPERVISION OF A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF MARYLAND. FOR THE PURPOSES OF THESE NOTES AND ASSOCIATED PLANS, THIS ENGINEER SHALL BE REFERRED TO AS THE GEOTECHNICAL ENGINEER AND SHALL BE AN INDEPENDENT FIRM FROM THE APPLICANT.
2. ANY PLANS SUBJECT TO MDC-60 POND CODE 378 STANDARDS/SPECIFICATIONS, AS SHOWN ON THE PLANS, SHALL SUPERSEDE THESE NOTES WHEN THESE NOTES ARE LESS STRINGENT OR IN CASE OF CONFLICT, ANY REFERENCE TO THE ENGINEER 378 STANDARDS SHALL BE THE PROFESSIONAL ENGINEER WHO STAMPED AND SEALED THE DESIGN PLANS. ANY REFERENCE TO THE GEOTECHNICAL ENGINEER SHALL BE THE GEOTECHNICAL ENGINEER AS DEFINED ABOVE OR THE GEOTECHNICAL ENGINEER WHO COMPLETED CERTAIN ASPECTS OF THE POND DESIGN.
3. ALL INSPECTIONS, TESTS, SUPPORTING DATA, REPORTS, AND CERTIFICATIONS SHALL BE PROVIDED TO THE CITY OF ROCKVILLE DPW (DPW) AND BEING SEEN BY THE GEOTECHNICAL ENGINEER. DAILY INSPECTION REPORTS, IF REQUESTED BY THE CITY, CAN BE PROVIDED WITHOUT BEING IMMEDIATELY SEALED BY THE GEOTECHNICAL ENGINEER. THESE REPORTS SHALL BE COMPILED, REVIEWED, SEALED AND THEN SUBMITTED TO DPW AT A LATER DATE AS REQUESTED BY THE CITY.
4. THE GEOTECHNICAL ENGINEER SHALL APPROVE ALL FILL MATERIALS THAT ARE USED FOR THE PROJECT. THE GEOTECHNICAL ENGINEER SHALL OBTAIN SAMPLES OF PROPOSED FILL MATERIALS AND PERFORM ALL REQUIRED TESTING TO DETERMINE THAT FILL MATERIALS ARE IN CONFORMANCE WITH THIS PLAN.
5. THE GEOTECHNICAL ENGINEER SHALL PROVIDE A REPORT THAT CERTIFIES THE SUBGRADE PREPARATION AND BACKFILL. THE REPORT SHALL BE A MINIMUM OF 100 POUNDS PER CUBIC FOOT FOR THE MAXIMUM DRY DENSITY ACCORDING TO AASHTO T-180, METHOD C2 AND SHALL NOT HAVE A LIQUID LIMIT GREATER THAN 30 NOR A PLASTICITY INDEX GREATER THAN SIX ACCORDING TO ASTM D-518. ALL OTHER MATERIALS SHALL MEET THE REQUIREMENTS STATED IN CATEGORY 3 OF THE LATEST EDITION OF THE MARYLAND STATE HIGHWAY ADMINISTRATION (MSHA) STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS.
6. FILL AND BACKFILL MATERIAL SHALL BE FREE FROM ORGANICS, FROZEN MATERIAL, ROCKS/STONES GREATER THAN ONE AND A HALF INCHES IN ANY DIMENSION, WASTE METAL PRODUCT, UNSORTLY DEBRIS, TOXIC MATERIAL OR OTHER DELETERIOUS MATERIALS. THE REPORT SHALL BE A MINIMUM OF 100 POUNDS PER CUBIC FOOT FOR THE MAXIMUM DRY DENSITY ACCORDING TO AASHTO T-180, METHOD C2 AND SHALL NOT HAVE A LIQUID LIMIT GREATER THAN 30 NOR A PLASTICITY INDEX GREATER THAN SIX ACCORDING TO ASTM D-518. ALL OTHER MATERIALS SHALL MEET THE REQUIREMENTS STATED IN CATEGORY 3 OF THE LATEST EDITION OF THE MARYLAND STATE HIGHWAY ADMINISTRATION (MSHA) STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS.
7. COMPACT THE MATERIAL THAT IS ONE FOOT BELOW THE TOP OF SUBGRADE TO AT LEAST 92 PERCENT OF THE MAXIMUM DRY DENSITY PER AASHTO T-180. COMPACT THE TOP ONE FOOT TO AT LEAST 97 PERCENT OF THE MAXIMUM DRY DENSITY. WHEN NECESSARY, ADD WATER OR DRY THE LAYER IN ORDER TO COMPACT TO THE REQUIRED DENSITY. GENERALLY THE MATERIAL SHALL BE WITHIN TWO PERCENT OF THE OPTIMUM MOISTURE CONTENT BUT MAY BE OUTSIDE OF THIS RANGE IF APPROVED BY THE GEOTECHNICAL ENGINEER.
8. FILL AND BACKFILL MATERIALS MUST COMPLETELY FILL ALL SPACES UNDER AND ADJACENT TO THE STRUCTURE OR PIPE. FOR STORMWATER MANAGEMENT EMBANKMENTS, THE APPLICANT SHALL SCARIFY EACH LIFT WITH A SHEEPSFOOT ROLLER OR CLAY TO MINIMUM DEPTH OF TWO-INCHES PRIOR TO PLACING THE NEXT LIFT. THE APPLICANT SHALL SCARIFY EMBANKMENTS PARALLEL WITH THE CENTERLINE OF THE DAM CORE AND PERPENDICULAR TO THE PRINCIPAL SPLINES. BEDDING SHALL BE PROVIDED IN ACCORDANCE WITH DETAILS INDICATED ON THE CONSTRUCTION DRAWINGS, AT NO TIME DURING THE BACKFILLING OPERATION SHALL DRIVEN EQUIPMENT BE ALLOWED TO OPERATE DEEPER THAN FOUR-FOOT, MEASURED HORIZONTALLY, TO ANY PART OF A STRUCTURE. UNDER NO CIRCUMSTANCES SHALL THE APPLICANT DRIVE EQUIPMENT OVER ANY PART OF A CORRUPTED METAL PIPE UNLESS THERE IS A COMPACTED FILL OF 24-INCHES OR GREATER OVER THE STRUCTURE OR PIPE.
9. AT A MINIMUM, COMPACTION TESTS SHALL BE COMPLETED FOR EVERY LIFT OF FILL OR BACKFILL. THE TESTING FREQUENCY SHALL BE AT LEAST ONCE PER 150 LINEAR FEET OF TRENCH OR ONCE PER 1-500 SQUARE FEET OF FILL. AT A MINIMUM, THERE SHALL BE AT LEAST ONE COMPACTION TEST PER LIFT AND AT LEAST TWO COMPACTION TESTS PER DAY. THE GEOTECHNICAL ENGINEER SHALL SUPPLY DPW WITH CERTIFIED COMPACTION TEST RESULTS, INCLUDING CERTIFICATION OF PIPE BEDDING SUBGRADE AND FILL SUBGRADE.
10. PRIOR TO PLACING ANY ROADWAY FILL ON EXISTING GRADES (ORIGINAL GRADE AFTER TOPSOIL HAS BEEN STRIPPED, FILL PREPARED BY OTHERS OUTSIDE OF THIS PLAN OR FILL NOT PREPARED UNDER THE SUPERVISION OF THE GEOTECHNICAL ENGINEER), SCARIFY THE MINIMUM TOP EIGHT-INCHES OF SOIL MATERIAL. COMPACT THIS LAYER TO THE COMPACTION REQUIREMENTS IN THESE NOTES. PROOF-ROLL THIS COMPACTED LAYER USING FULLY LOADED DUMP TRUCK (MINIMUM 20 TON PAYLOAD CAPACITY). THE GEOTECHNICAL ENGINEER SHALL INSPECT THE PROOF-ROLLING AND DETERMINE IF THE PROOF-ROLLING IS ACCEPTABLE OR IF THERE ARE AREAS THAT REQUIRE REMEDIATION. SUBGRADE AREAS THAT FAIL PROOF-ROLLING SHALL BE REMEDIATED TO THE SATISFACTION OF THE GEOTECHNICAL ENGINEER BY EITHER OF THE FOLLOWING METHODS:
- A. SCARIFYING, MOISTURE CONDITIONING, AND RE-COMPACTION OF THE SUBGRADE MATERIALS.
- B. UNDERCUTTING SOFT OF UNSUITABLE AREAS OF SUBGRADE AND BACKFILLING WITH COMPACTED SELECT BORROW (MSHA DESIGN SECTION 916).
- C. UNDERCUTTING OF SOFT OR UNSUITABLE AREAS OF SUBGRADE AND PLACING A LAYER OF GEOTEXTILE COVERED BY MSHA 57 COARSE AGGREGATE (TABLE 901A).
- DPW MAY APPROVE AN ALTERNATE APPROACH FOR SOIL REMEDIATION/IMPROVEMENT IF IT IS RECOMMENDED AND SEALED BY THE GEOTECHNICAL ENGINEER.
11. EXCEPT WHEN SPECIFIED, DO NOT PLACE LAYERS EXCEEDING EIGHT-INCHES UN-COMPACTED DEPTH. PLACE THE MATERIAL IN HORIZONTAL LAYERS ACROSS THE FULL WIDTH OF THE EMBANKMENT. PERFORM ALL ROLLING IN A LONGITUDINAL DIRECTION ALONG THE EMBANKMENT, BEGIN AT THE OUTER EDGES AND PROGRESS TOWARDS THE CENTER. VARY THE TRAVEL PATHS OF TRAFFIC AND EQUIPMENT OVER THE WIDTH OF THE EMBANKMENT TO AID IN OBTAINING UNIFORM COMPACTION.
12. UNIFORMLY GRADE AREAS TO A SMOOTH SURFACE, FREE OF IRREGULAR SURFACE CHANGES. GRADE AND PREPARE THE SUBGRADE SECTION TO THE LINES, GRADES, CROSS SECTIONS AND/OR ELEVATIONS SHOWN ON THE PLANS. AT ALL TIMES, MAINTAIN THE SUBGRADE SURFACE IN SUCH CONDITION AS TO READILY DRAIN.
13. DO NOT PLACE BACKFILL OR FILL SOIL MATERIAL ON SURFACES THAT ARE MUDDY, FROZEN, OR CONTAIN FROST OR ICE. VEHICULAR AND EQUIPMENT TRAFFIC SHALL BE DISTRIBUTED ACROSS THE PREPARED SURFACE IN SUCH A MANNER AS TO PREVENT DISTURBANCE, REPAIR ANY DAMAGE TO THE PREPARED SUBGRADE TO THE SATISFACTION OF THE GEOTECHNICAL ENGINEER. THE GEOTECHNICAL ENGINEER MUST APPROVE THE STORAGE OR STOCKPILING OF HEAVY LOADS ON A ROADWAY SUBGRADE.

14. UNSUITABLE EXISTING FILL, SOFT OR LOOSE NATURAL SOILS, ORGANIC MATERIAL, AND RUBBLE SHALL BE STRIPPED TO APPROVED GRADES AS DETERMINED BY THE GEOTECHNICAL ENGINEER.
15. PROTECT ALL STRUCTURES AND UTILITIES FROM ANY DAMAGE IN THE HANDLING, PROCESSING OR COMPACTING OF EMBANKMENT OR BACKFILL MATERIAL. EXERCISE CAUTION NEAR ARCHES, RETAINING WALLS, CULVERTS AND UTILITY TRENCHES TO PREVENT UNDESIRABLE STRAIN OR MOVEMENT. THE GEOTECHNICAL ENGINEER MAY REQUIRE THE USE OF SPECIALLY SELECTED MATERIAL TO PROTECT STRUCTURES TO PROTECT AGAINST DAMAGE. DO NOT USE ROCK GREATER THAN ONE AND A HALF INCHES IN ANY DIMENSION ADJACENT TO STRUCTURES.
16. WHEN PLACING AND COMPACTING EMBANKMENT ON HILLSIDES OR AGAINST EXISTING EMBANKMENT, CONTINUOUSLY BENCH THE SLOPES WHERE THE SLOPE IS STEEPER THAN 4:1 WHEN MEASURED AT RIGHT ANGLES TO THE ROADWAY OR EMBANKMENT CENTERLINE. PERFORM THE BENCHING OPERATION AS THE EMBANKMENT IS CONSTRUCTED IN LAYERS. MAINTAIN A BENCH WIDTH OF AT LEAST FIVE-FEET, BEGIN EACH HORIZONTAL CUT AT THE INTERSECTION OF THE ORIGINAL GROUND AND THE VERTICAL SIDES OF THE PREVIOUS CUT. IF THE MATERIAL CUT FROM THE BENCHES MEETS FILL REQUIREMENTS, COMPACT THIS MATERIAL ALONG WITH THE NEW EMBANKMENT MATERIAL.
17. WHEN PLACING FILL OVER EXISTING PAVEMENT, THOROUGHLY BREAK UP, SCARIFY, OR REMOVE THE PAVEMENT AS SPECIFIED OR AS DIRECTED BY THE GEOTECHNICAL ENGINEER.
18. PRIOR TO THE PLACEMENT OF ASPHALT PAVEMENT, PROOF-ROLL THE COMPACTED GRADED AGGREGATE BASE (GAB) LAYER USING A FULLY LOADED DUMP TRUCK (MINIMUM 20 TON PAYLOAD CAPACITY). THE GEOTECHNICAL ENGINEER SHALL INSPECT THE PROOF-ROLLING AND DETERMINE IF THE GAB IS ACCEPTABLE OR IF THERE ARE AREAS THAT REQUIRE REMEDIATION. GAB AREAS THAT FAIL PROOF-ROLLING SHALL BE REMEDIATED TO THE SATISFACTION OF THE GEOTECHNICAL ENGINEER BY EITHER OF THE FOLLOWING METHODS:
- A. SCARIFYING, MOISTURE CONDITIONING, AND RE-COMPACTION OF THE GAB MATERIALS.
- B. UNDERCUTTING SOFT OF UNSUITABLE AREAS OF GAB AND REPLACING WITH COMPACTED GAB.
- DPW MAY APPROVE AN ALTERNATE APPROACH FOR GAB REMEDIATION/IMPROVEMENT IF IT IS RECOMMENDED AND SEALED BY THE GEOTECHNICAL ENGINEER. THE GEOTECHNICAL ENGINEER SHALL PROVIDE A SEALED APPROVAL OF THE GAB PRIOR TO PLACEMENT OF ASPHALT. DPW MAY ACCEPT AN ORAL OR EMAIL APPROVAL WHILE THE FINAL APPROVAL AND REPORTS ARE BEING COMPILED AND COMPLETED.

STABILIZATION NOTE:

FOLLOWING INITIAL SOIL DISTURBANCE OR RE-DISTURBANCE, PERMANENT OR TEMPORARY STABILIZATION WILL BE COMPLETED WITHIN:

THREE CALENDAR DAYS AS TO THE SURFACE OF ALL PERIMETER CONTROLS, DIKES, SNALES, DITCHES, PERIMETER SLOPES, AND ALL SLOPES GREATER THAN 3 HORIZONTAL TO 1 VERTICAL (3:1).

SEVEN CALENDAR DAYS AS TO ALL OTHER DISTURBED OR GRADED AREAS ON THE DEVELOPMENT PROJECT NOT UNDER ACTIVE GRADING.

MAINTENANCE WILL BE PERFORMED, AS NECESSARY, TO ENSURE THAT THE STABILIZED AREAS CONTINUOUSLY MEET THE APPROPRIATE REQUIREMENTS OF THE CURRENT MOE AND CITY STANDARDS AND SPECIFICATIONS.

STANDARD SEQUENCE OF CONSTRUCTION:

1. PRIOR TO CLEARING ANY TREES, GRADING OR INSTALLING SEDIMENT CONTROL MEASURES, A PRE-CONSTRUCTION MEETING MUST BE CONDUCTED ON SITE WITH THE CITY OF ROCKVILLE SEDIMENT AND EROSION CONTROL INSPECTOR, ARTHUR SIMPSON (240-314-8879) THE CITY FORESTRY INSPECTOR, NATASHA SHANGOLD (240-314-8205), AND THE CITY PUBLIC WORKS INSPECTOR AT LEAST 48 HOURS NOTICE IS REQUIRED.
2. THE PERMITEE MUST CONTACT MISS UTILITY AT 1-800-257-7777 AT LEAST 48 HOURS BEFORE COMMENCING ANY LAND DISTURBING ACTIVITY. ALL UTILITIES MUST BE MARKED PRIOR TO HOLDING THE PRE-CONSTRUCTION MEETING.
3. THE LIMITS OF DISTURBANCE AND THE TREE SAVE MEASURES, IF APPLICABLE, MUST BE FIELD MARKED PRIOR TO THE PRE-CONSTRUCTION MEETING. INSTALLATION OF SEDIMENT CONTROL MEASURES, CONSTRUCTION, OR OTHER LAND DISTURBING ACTIVITIES.
4. THE PERMITEE MUST OBTAIN WRITTEN APPROVAL FROM THE CITY OF ROCKVILLE SEDIMENT CONTROL INSPECTOR, CERTIFYING THAT THE LIMITS OF DISTURBANCE ARE CORRECTLY MARKED AND INSTALLED PRIOR TO COMMENCING ANY CLEARING.
5. INSTALL THE SILT FENCE OR FILTER LOG AND INLET PROTECTION. THE SEDIMENT CONTROL INSPECTOR MAY REQUIRE PLACEMENT OF ADDITIONAL SILT FENCE OR OTHER SEDIMENT CONTROL MEASURE ON THE SITE AS DEEMED NECESSARY.
6. OBTAIN APPROVAL FROM THE CITY OF ROCKVILLE SEDIMENT CONTROL INSPECTOR FOR THE ESC MEASURES PRIOR TO PERFORMING ANY FURTHER CONSTRUCTION ACTIVITIES. REQUEST NOTICE TO PROCEED INSPECTION FROM CITY INSPECTORS(I).
7. DEMOLISH NOTES SIDEWALK SECTIONS AND RAMPS ALONG POTOMAC VALLEY ROAD.
8. INSTALL NEW SIDEWALK.
9. PERMANENTLY STABILIZE ANY REMAINING DISTURBED AREAS WITH SOD.
10. OBTAIN PERMISSION FROM THE SEDIMENT CONTROL INSPECTOR AND FORESTRY INSPECTOR TO REMOVE SEDIMENT CONTROL AND TREE PROTECTION DEVICES.
11. REMOVE REMAINING SEDIMENT CONTROL DEVICES AND PERMANENTLY STABILIZE AREAS IMMEDIATELY.
- TASKS MAY BE PERFORMED OUT OF ORDER OR CONCURRENTLY WITH PRIOR APPROVAL FROM THE CITY OF ROCKVILLE SEDIMENT CONTROL INSPECTOR.



DEPARTMENT OF PUBLIC WORKS
CITY OF
ROCKVILLE
111 MARYLAND AVE. ROCKVILLE, MARYLAND

DESIGN PLAN APPROVAL
FPMG XXXXX-XXXXX
SMP XXXXX-XXXXX
DIRECTOR OF PUBLIC WORKS
APPROVAL DATE

AS BUILT PLAN APPROVAL
SOP XXXXX-XXXXX
REVIEWED BY
XX
CHIEF, CONSTRUCTION MANAGEMENT
APPROVAL DATE

EROSION AND SEDIMENT CONTROL
NOTES AND DETAILS

POTOMAC VALLEY ROAD
SIDEWALK EXTENSION
Election District No. (4 or 9) City of Rockville, Maryland
