



City of Rockville
Rockville, Maryland

INVITATION FOR BIDS #32-24

LED STREETLIGHT CONVERSION PROJECT – PHASE 2

**Bids Due by 2:00 P.M. EST
SEPTEMBER 24, 2024**

ISSUED BY:

TJ Ellison, CPPB
Principal Buyer
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:

September 3, 2024

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 Pat Ryan, pryan@rockvillemd.gov or 240-314-8434.

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 IFB #32-24, titled LED STREETLIGHT CONVERSION PROJECT – PHASE 2 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 #32-24
LED Streetlight Conversion Project – Phase 2**

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City of Rockville
IFB 32-24

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 bid?

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

_____ Did an authorized representative sign the Affidavit form in Attachment A?

_____ Did you complete the reference form in Attachment B?

_____ Did you provide all of the information requested in Section 1: Submittals?

_____ 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 website 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# _____
<i>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</i>		

INVITATION FOR BID #32-24 LED Streetlight Conversion Project – Phase 2

SECTION I: ANNOUNCEMENT, DESCRIPTION AND GENERAL INFORMATION

SECURED BIDS will be received electronically via a City designated bid receipt software solution until September 24, 2024 at 2:00 PM. 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 bid.

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.

PRE-BID CONFERENCE

There will NOT be a pre-bid conference for this project.

DEADLINE FOR QUESTIONS

Questions pertaining to this bid may be directed to Thomas (TJ) Ellison, Principal Buyer, via the City's Collaboration Portal only at <https://contracts.rockvillemd.gov/gateway/Default.aspx> no later than September 12, 2024 AT 2:00 PM. Oral answers to questions relative to interpretation of specification or the bid process will not be binding on the City.

PROJECT DESCRIPTION

IFB 32-24 LED STREETLIGHT CONVERSION PROJECT – PHASE 2 converts city owned and maintained high pressure (HPS) streetlights to light emitting diode (LED). The streetlights included in this project are owned and maintained by the city, are underground serviced (UG) mounted on metal or fiberglass poles ranging in height from 12 to 30 feet.

SUMMARY OF WORK

The contractor shall furnish all labor, materials, equipment, and supervision necessary for the conversion of streetlight luminaires to LED, the safe recycling disposal of the removed HPS luminaires, and any other

associated equipment and resources to complete the work.

PROJECT CLASSIFICATION

The estimated cost/classification of this project is within the range of \$500,001 to \$1,000,000 (Class C). This range is in accordance with project classifications established by the State of Maryland DGS.

BID SECURITY

Bids must be accompanied by an electronic copy of the Bid security made payable to the Mayor and Council of Rockville in an amount of five percent (5%) of Bidder's Total Bid Price and in the form of a Bid Bond (AIA Bid bond form is acceptable) or a certified check, where the original security instrument must be mailed to City of Rockville, Procurement Division, 111 Maryland Avenue, Rockville, Maryland 20850, referencing the solicitation number. 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.

AGREEMENT/PERFORMANCE & PAYMENT BONDS

The successful contractor shall be required to complete and electronically return a copy of the City's Standard Form of Agreement along with Performance and Payment Bonds in the amount of 100% of the Contract award within fifteen days after the date of issuance (samples attached), 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. No other form of performance or payment security will be permitted. Failure by the contractor to provide both the electronic versions and original versions of the agreement or bonds, as required, shall be just cause for annulment of the award and the forfeiture of the Bid Guarantee which shall become the property of the City, not as a penalty but in liquidation of damages sustained. Any instance where the City cannot locate the mailed versions of the agreement or bonds shall be just cause for annulment of the award and the forfeiture of the Bid Guarantee which shall become the property of the City, not as a penalty but in liquidation of damages sustained.

INSURANCE

The successful contractor shall be required to electronically furnish a certificate of insurance to include endorsements for additional insured and waiver of subrogation requirements within fifteen days after the date of request by the City. Failure by the contractor to provide insurance shall be just cause for annulment of the award and the forfeiture of the Bid Guarantee which shall become the property of the City, not as a penalty but in liquidation of damages sustained.

To finance the project, the city is utilizing a state grant through the Maryland Energy Administration. As such, the State of Maryland shall be listed as an additional insured on the faces of the certificates associated with a comprehensive third-party legal liability insurance or its equivalent, with minimum coverage of \$1,000,000 per occurrence, and shall include umbrella policies, excluding Workers' Compensation Insurance and professional liability.

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.

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: [Registration Link](#)

SUBMITTALS

The following information must be submitted with the bid, where failure to submit requested items may result in rejection of the bid:

- Bid Proposal Form
- Specification cut sheets for proposed LED light fixtures that meet the requirements of Section 4 of this IFB
- Written narrative of the company demonstrating minimum qualities and characteristics included in the “Minimum Contractor Qualifications and Expectations” of Section 3 – Special Provisions.
- A certified check or bid bond must be in the amount of five percent (5%) of the total bid amount, made payable to the Mayor and Council of Rockville as in General Conditions and Inspections to Bidders, #24.
- 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. A minimum of three references shall be provided; additional project references may be required to meet all the requirements.

BID AWARD

Award will be made to lowest responsive and responsible bidder(s) complying with all provisions of the Invitation for Bid provided the price is reasonable and in the best interest of the City to accept.

BIDDER QUALIFICATIONS

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. A minimum of three references shall be provided; additional project references may be required to meet all the requirements.

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. Alternatively, the City may request a low Bidder to replace and resubmit qualifications for portions of work being performed by a subcontractor without alteration to the cost proposal.

ADDENDUM

Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City.

To ensure fair consideration for all offerors, any interpretation made to prospective offerors will be expressed in the form of an addendum to the specifications, if such information is deemed necessary for the preparation of proposals or if the lack of such information would be detrimental to the uninformed offeror. Such addendums, if issued, will be posted at City's Collaboration Portal listed below:

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

Please note, that it is the respondent'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.

NOTICE TO BIDDERS

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

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)
 - 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 be 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, PEPSCO, 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 MSHA 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 I(H), entitled "Construction Stakeout By Contractor."

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

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

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

Grade Sheet by Contractor: Grade sheets showing hub and design elevations for roadway, water mains, drainage structures and piping, walks, lights, infiltration facilities clearing/grubbing, excavation, and related components will be provided by the construction Contractor at least 8 hours in advance of construction and will be subject to approval by the Project Manager. Stakeout for curb and gutter in all vertical and horizontal curves 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 #32-24
LED Streetlight Conversion Project – Phase 2**

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 Maryland State Highway Administration, these Special Provisions shall govern.

PROJECT DESCRIPTION

This project converts city owned and maintained high pressure sodium (HPS) streetlights to light emitting diode (LED). The contractor shall furnish all labor, materials, equipment, and supervision necessary for the conversion of streetlight luminaires to LED, the safe recycling disposal of the removed HPS luminaires, and any other associated equipment and resources to complete the work. The streetlights owned and maintained by the city are underground serviced (UG) and are mounted on metal or fiberglass poles ranging in height from 12 to 30 feet.

MINIMUM CONTRACTOR QUALIFICATIONS AND EXPECTATIONS

The Contractor must be adequately resourced and prepared to convert and make functional all lights as per the requirements of this contract, regardless of any manufacturing issues, inclement weather conditions, or any other hardship. The Contractor may satisfy the following requirements through his/her subs. The Contractor must exhibit competency in the proposal to the city by submitting a company profile demonstrating the following minimum qualities and characteristics :

- Work Experience - The Offeror shall have had a minimum of five (5) years of experience in substantial streetlight maintenance work with State and/or Local Governments in the Maryland, Washington, DC, and Virginia area. The scope and scale of work shall be similar to that which is included in this IFB. Contractors shall submit evidence of this required previous experience, with their proposals. The Owner reserves the right to reject any bid if the Contractor has previously failed to perform properly or to complete in a timely manner or whose proposed subcontractors, suppliers, or surety have similarly failed to perform properly or timely on contracts of similar nature, or if investigations show the Offeror is unable to perform the requirements of the Contract.
- Communications - The Contractor shall provide a means by which the Contract Administrator will be able to contact the Contractor's superintendent on a round-the-clock basis. Such means shall ensure that, if direct voice contact is not possible at any time, a message can be left for the Contractor and the Contractor will hear that message within a maximum of one hour. Electronic (email) reports of emergency lighting issues shall be received and acknowledged within one hour.
- Vehicles and Equipment - The Contractor shall provide vehicles and equipment to successfully complete the project within the specified contract term. Each truck shall have warning lights complying with all Federal, State and Local laws. No excessive truck down time that would interfere with completing the schedule shall be permitted. It shall be the Contractor's responsibility to ensure the availability of trucks, through rentals or otherwise, at all times.
- Licensing - The Contractor and Subcontractors must be licensed as required by Maryland law, as set forth in Md. Code Ann., Bus. Reg. §17-601, et seq. (2004 Repl. Vol.), as amended. For additional information, contact the Maryland Department of Labor, Licensing and Regulation, 500 N. Calvert Street, Baltimore, Maryland 21202.
- The city is pre-approved to receive a rebate through Pepco's EmPowerMD program for LED streetlight conversions. Therefore, the selected installation contractor must be a registered Pepco approved service provider, or if not already registered, must register prior to starting the work. The registration consists of a brief online application and the submittal of minimum required documents to Pepco, including but not limited to, a certificate of insurance and state master license.
- The city has been awarded a grant through the Maryland Energy Administration (MEA) for the LED conversion.

Contractor requirements associated with this grant as noted below are required.

1. Contractor shall be registered and in good standing with the Maryland State Department of Assessments and Taxation, if applicable.
 2. Contractor shall hold all necessary Maryland certifications and licenses.
 3. The contractor shall defend, indemnify, and hold MEA harmless from and against any and all damages claims, lawsuits, actions, and reasonable out of pocket costs and expenses, in whatever form, arising from or related to the Grant.
 4. Contractor shall ascertain and comply with all applicable Environmental Standards, monitor compliance, and immediately halt and correct any incident of non-compliance.
 5. If requested, contractor shall allow MEA access to project sites.
 6. The grant shall comply with State Government Article 9-20B-05, Annotated of Maryland, which requires that at least 80 percent of workers participating in a project or program that receives money from the SEIF must reside within 50 miles of the project or program. As the Program is a statewide program, MEA will determine compliance based on whether at least 80 percent of worksite workers reside in Maryland, or within 50 miles of Maryland's borders.
- If deemed necessary by the city to make a contract award, upon the city's request, the Contractor must furnish a current condensed net worth statement and references for verification of financial responsibility. Failure to submit the information within five (5) calendar days of the city's request may be sufficient cause for the city to consider the Offeror as unacceptable.

Personnel

The Contractor shall assign a full-time superintendent and all the necessary manpower to ensure successful and timely completion of the project. The superintendent shall be available to meet and discuss schedule, progress, and issues with the Contract Administrator as deemed necessary by the Contract Administrator.

The Contractor shall be responsive to conform to the instructions of the Contract Administrator, and specifications in the contract, with the understanding that the Contractor shall be solely responsible for the manner and means of performing the work.

The Contractor shall employ performing, skillful persons to do the work. Whenever the Contract Administrator notifies the contractor in writing that any person assigned for the work is, in his opinion, not performing, is disorderly, discourteous, or otherwise unsatisfactory, such person(s) shall be discharged from the job and shall not again be assigned on the job except with the consent of the Contract Administrator.

Upon award, the contractor shall assign the key project personnel:

- Project Manager
- Master Electrician
- Field Superintendent
- Safety Officer
- Traffic Manager

It is permissible for a single staff member to serve multiple roles listed above. The Contractor shall not make key project personnel changes without prior approval of the Contract Administrator. There shall be no lapse of more than 7 calendar days in the services provided by any member of the key project personnel.

Workmanship

The work shall be under the general direction of the Contractor but subject to the inspection of the city's Contract Administrator or designee, who may require the Contractor to correct defective workmanship and materials without any additional cost to the city. All material and practices which are necessary, or which are normally provided and performed to accomplish the desired results, shall be furnished by the Contractor at the contract price and shall conform in strength, quality of material, appearance, and workmanship to that usually provided by the trade. The Contractor shall perform all work to a high degree of workmanship. Items such as misaligned luminaires shall be removed and replaced at no additional cost to the City. During the final inspection of each unit of work, should it be found that non-concealed work is substandard; the burden of proof that the concealed work is up to the required standard is upon the Contractor. The Contractor may be required to do whatever is necessary,

including exposing the concealed work, to clearly establish that the concealed work meets the specifications, at no additional cost to the City.

CONTRACT TERM

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

The awarded Contractor shall complete all work within 180 calendar days of the date of the Notice to Proceed.

NOTICE TO PROCEED AND COMPLETION SCHEDULE

The specified contract term herein is to be strictly adhered to unless authorized or directed otherwise in writing by the Contract Administrator for the city. The contract term, 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 detailed schedule at the Project Kick-Off Meeting that notes how the project will be conducted. Updates to the schedule shall be provided to the city monthly with the submitted invoices. Invoices submitted without a schedule shall not be paid. In addition, the contractor shall verbally provide updates to the Project Inspector as requested. The schedule should maintain that each street/subdivision is complete before a crew moves on to the next subdivision or different area of the city.

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. Work 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.

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

Any questions, requests for information, or revisions to the specifications must first be reviewed and approved by the City of Rockville.

APPLICABLE STANDARDS

As a minimum standard of quality workmanship, all work is to comply with the latest provisions and applicable requirements of:

- City of Rockville code and standards and details for construction, latest edition.

- Montgomery County Department of Public Works and Transportation Design Standards, latest edition.
- Potomac Electric Power Company (PEPCO)
- Maryland Department of Transportation, State Highway Administration’s (MDSHA) “Standard Specifications for Construction and Materials” including all errata and addenda thereto and additions included in these special provisions, latest edition.
- MDSHA Manual on Uniform Traffic Control Devices for Streets and Highway (MD-MUTCD) and Temporary Traffic Control Typical Applications (TTCTA), latest edition.
- Illuminating Engineering Society of North America (IESNA)
- National Electrical Code (NEC)
- American Association of State Highway and Transportation Officials, (AASHTO) Standards, latest edition
- National Electrical Manufacturer’s Association (NEMA)
- Underwriter’s Laboratory (UL)

PERMITS

The Contractor is responsible to apply for and obtain, implement, and comply with all conditions of the required permits for the project. It is not anticipated that city permits will be required, however, SHA access permits could be required for work in SHA right of way. All work associated with applying for and implementing permit requirements shall be incidental to the pay items established in the project.

PROJECT KICK-OFF MEETING AND PRE-CONSTRUCTION MEETINGS

Upon issuance of the Purchase Order, the Contractor shall arrange a pre-construction meeting between the Contractor and appropriate City staff, including the Chief of Construction Management, Project Inspector, and Public Works Contract Administrator. The contractor shall provide the pre-construction meeting at least 10 business days’ notice. No compensation will be made by the city to the Contractor for meetings. All subsequent notifications for inspection and coordination with the city are the responsibility of the Contractor.

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, and kept up to date through the life of the contract.

EMERGENCY INFORMATION

The Contractor shall post information concerning emergency medical, fire, rescue and hazardous waste phone numbers from which personnel on the site can obtain information if needed. The Contractor shall also list the name and number of at least two representatives of the Contractor who can be reached in case of an emergency. The representatives must be fluent in English. The emergency information shall be in a central position, so it is visible and accessible 24 hours a day. The emergency information shall be posted for the entire length of the Contract.

SITE CONDITIONS

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

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 equal to that which existed before the damage was done, by repairing, rebuilding, or otherwise restoring as may be directed, and 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 – Forester
Ms. Paula Perez
240-314-8705

City of Rockville – Chief of Traffic and Transportation
Mr. Emad Elshafei
240-314-8508

City of Rockville – Chief of Construction Management
Mr. Dan Stevens
240-314-8552

City of Rockville – Operations & Maintenance Superintendent
Mr. John Hollida
240 -314-8576

City of Rockville – Sediment Control Inspector
Mr. Arthur Simpson
240-314-8700

City of Rockville – DPS Forestry Inspector
Mr. Shaun Ryan

240-314-8233

City of Rockville – Project Manager
Mr. Andrew Luetkemeier
240-314-8524

City of Rockville – Water and Sewer Utilities
240-314-8567

MISS UTILITY
1-800-257-7777 or 811

Transcontinental Gas
410-465-0960

Verizon
1-800-837-4966

Washington Gas Company
844-927-4427

Washington Suburban Sanitary Commission (WSSC)
301-206-4001

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 for the following: 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. The contractor may be required 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.

In case any direct or indirect damage is done to public or private property by or because of the work, or in consequence of any act or omission on the part of the Contractor, its employees or agents, the Contractor shall, at its own cost, restore such property to a condition similar or equal to that existing before such damage was done, by repairing, rebuilding, or otherwise restoring, as may be required by the Project Manager, or shall make good such damage in a satisfactory manner; and in case of failure on the part of the Contractor to promptly restore or make good such damage, the Project Manager may, upon 48 hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be necessary, and the cost thereof will be deducted from any monies due or to become due the Contractor under the Contract; or the City may deduct from any monies due the Contractor a sum sufficient, as determined by the City, to reimburse the owners of the property so damaged.

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 shall carefully examine the plans provided to ensure a clear understanding of the private property limits and work limits. Under no circumstances shall the Contractor 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.

POSTING PARKING RESTRICTION SIGNS

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

Stakes shall be 2-inch x 2-inch, four (4) feet long, driven a minimum of one foot into the ground or until stable. Signs must be spaced no more than forty (40) feet apart. Where street trees exist and it is determined that their use will not damage the tree, the signs shall be placed approximately four (4) feet above the ground. Where no street trees are available, signs must be placed on stakes provided by and installed by the Contractor. Black waterproof indelible markers shall be provided by and used by the Contractor and numbers shall be large and legible. No special compensation shall be paid to the Contractor for the posting of the no parking signs and shall be considered incidental to the appropriate pay item.

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.

TRAFFIC/PEDESTRIAN CONTROL

All work shall be accomplished in a manner to minimize obstruction to vehicular and pedestrian traffic. The Contractor shall abide by the conditions for construction traffic, as set forth in the latest edition of the Maryland Manual on Uniform Traffic Control Devices, U.S. Department of Transportation Work Zone Traffic Control and/or the Project Inspector's directives. All sidewalk closures shall have signage which directs pedestrians to open sidewalks.

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 B 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.

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.

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.

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 city prior to starting such work.

LIQUIDATED DAMAGES

Liquidated Damages may be assessed and subtracted from the monies due the Contractor in the lump sum amount of \$100/day/light, in case the existing luminaire has been removed by the Contractor, but not replaced the same day as required by these specifications.

Liquidated damages may also be assessed and subtracted from the monies due the Contractor, in the lump sum amount of \$100/day/light, if a “faulty luminaire” has not been replaced within the 2-day timeline specified in this document.

Because of the difficulty in computing the actual material loss and disadvantage to the City caused by delay, it is determined in advance and agreed by the Parties hereto that liquidated damages will be set as described above. In the event that multiple cases of the scenarios described above from this section are concurrently present, liquidated damages will be assessed for each light separately, for a maximum sum of \$1000/day. The city and Contractor agree that this is a fair and reasonable measurement of the damages to the city for Contractor’s failure to perform on time and within the requirements of the contract and that it does not constitute a penalty. The city will withhold said liquidated damages from any payments then due, or to become due, to the Contractor. Nothing herein precludes the city from pursuing claims with the Contractor for errors, omissions or negligence unrelated to delay.

Time is of the essence for this project, and any delays to overall contract term will inconvenience the public and will result in losses to the city. The loss and damages will be difficult to determine. By submitting a bid proposal (offer) in response to this IFB, the Bidder specifically agrees that if awarded a contract from this IFB and if the Bidder, as an awarded contractor fails to complete the contract in accordance with its specifications, requirements and times, the amount of \$400.00 up to the total value of contract shall be deducted from the monies due the awarded Bidder (Contractor) for each intervening calendar day that the contract is not completed, not as a penalty, but as liquidated damages. However, the Bidder (Contractor) will not be liable if failure to perform arises out of causes beyond its reasonable control and without fault or negligence of the awarded Bidder (Contractor). The city shall recover such liquidated damages by deducting the amount thereof out of any moneys due or that may become due the Contractor, and if said moneys are insufficient to cover said damages, then the Contractor or Surety shall pay the amount due upon demand by the City.

FINAL CLEAN UP

Upon completion of any work included in the contract, and before acceptance and final payment shall be made, the Contractor shall clean and remove from the area of the work, its approaches, 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 area in a neat and presentable condition.

INVOICES AND PAYMENT

The Contractor shall submit a detailed invoice to the Contract Administrator 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, an updated project schedule.

CONTRACT ADMINISTRATOR / PROJECT MANAGER

Andrew Luetkemeier, Principal Transportation Engineer
 Department of Public Works
 111 Maryland Avenue
 Rockville, MD 20850
 Telephone 240-314-8524
 Email: aluetkemeier@rockvillemd.gov

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. <i>Workers’ Compensation</i> 2. <i>Employers’ Liability</i>	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 Endorsement – signed and dated.</i>
3. <i>Commercial General Liability</i> a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
e. Independent Contractors f. Products/Completed Operations g. Personal Injury		
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

INVITATION FOR BIDS #32-24
LED Streetlight Conversion Project – Phase 2

SECTION IV: TECHNICAL SPECIFICATIONS/SCOPE OF WORK

LIGHTING MATERIALS

The city has several styles of streetlights to be replaced in this project. The existing street light styles included are rectilinear, and decorative post tops. The existing HPS rectilinear lights come in 100 and 150 wattages, and can be assumed to be make and model, General Electric Decashield 400 or equal. The existing HPS decorative post top lights come in 70 and 100 wattages, and can be assumed to be make and model, Lumec L80 or equal. It should be known that these manufacturers and model numbers are provided only as a basis for the existing HPS lighting styles currently in use within the city, and that not all the lights to be replaced are of the same manufacturer or have the exact specifications.

The city has been awarded a grant through the Maryland Energy Administration for the LED conversion and is eligible for rebates through Pepco's EmPowerMD program. Certain material and contractor requirements associated with these two programs are required.

The successful contractor shall provide specification cut sheets for replacement LED lights that meet the established minimum requirements listed below, as well as maintain the established styles for each neighborhood or street. All materials furnished under this contract shall be new and of top quality and manufactured by reputable and established manufacturers of lighting products.

The existing HPS light fixtures shall be replaced with LED light fixtures. The minimum requirements for the proposed LED fixtures include:

- Manufacturer shall provide a minimum five-year warranty. The Contractor shall pass the material warranty off to the city at no additional cost.
- Color temperature for all lights should not exceed 3000K
- LED luminaires should provide the same or greater level of lighting than the luminaire being replaced
- LED luminaires must have a minimum efficacy of 90 lm/W
- LED luminaires must have a 40W reduction from the baseline wattage of the existing light considering the ballast factor of the existing light
- LED luminaires must be Design Lights Consortium (DLC) V5.0 Qualified Products List (QPL) certified and listed
- The new lighting fixtures must be dark-sky certified, as identified at: <https://www.darksky.org/our-work/lighting/lighting-for-industry/fsa/fsa-products/>
- Each proposed lamp must include the option for motion control or dimming functions
- The State Finance and Procurement Article 14-416 and 17-303, Annotated Code of Maryland are applicable for the use of the grant. It shall be the contractor's responsibility to ensure that the provision for American Manufactured Goods is met.

On the bidder price proposal sheet, the contractor must specify the manufacturer and model number and the proposed LED Luminaire Wattage.

After award, it is the responsibility of the contractor to give sufficient notification to the City of any items approved for use on the project that are discontinued or otherwise become unavailable. Any replacement model being offered to the City must be approved by the Contract Administrator. The replacement model must be of equal or greater quality and offer the same or more features than the discontinued model. The replacement model shall have the same contract price as the discontinued model.

An additional benefit of completing this conversion is the validation of the City's existing street light inventory. Quantities listed in this IFB are approximate and the unit price bid shall apply regardless of any increase or decrease in the estimated quantities. In Appendix A, a map is included to show each type of light to be converted, with their locations.

INSTALLATION REQUIREMENTS

Prior to ordering and installing the light fixtures, the Contract Administrator must approve all luminaire cut sheets for the LED lights fixtures proposed to replace the city's existing HPS lights. The contractor is required to provide a demonstration of a few samples before ordering the fixtures to ensure the quality, brightness, and color of the light.

The Contractor shall provide and maintain their own operating quarters for the duration of the project to store the equipment and materials needed to complete the project. Such operating quarters shall be of sufficient size and capacity to adequately carry out the work and fulfill all contractor responsibilities.

The contractor is responsible for providing all the necessary equipment and personnel for the installation of the luminaires, including the traffic control, in compliance with the contract documents and all applicable regulations. HPS Luminaires removed shall be replaced with the new LED fixture and wired on the same day. Under no circumstances shall poles be left without a replacement light overnight. New luminaires shall be securely attached to the post or bracket arm as appropriate, and properly connected to the wiring in the pole. The photocell shall be correctly oriented, the housing leveled, and the entire unit tested for proper operation. Testing shall include tests for continuity, grounding, and photocell operation. For all new luminaires, a color-coded wattage identification decal shall be affixed to the bottom of the luminaire housing. All luminaires shall be installed with the same orientation as the one they replace, unless otherwise specified by the Contract Administrator, or if there is insufficient clearance from existing utilities, in which case the contractor shall realign the luminaire to ensure adequate clearance. The Contractor shall thoroughly inspect all luminaires after installation to ensure there is no damage. All damaged luminaires shall be replaced by the Contractor at no additional cost to the city. All luminaire removal/installation shall be performed using truck mounted hydraulic buckets. Ladders shall not be leaned against light poles under any circumstance.

The newly installed luminaire shall remain the property and responsibility of the Contractor until inspected and accepted by the city's Contract Administrator, or designee.

In the event that tree-trimming is required in order to remove and/or replace a luminaire, the Contractor shall provide two (2) feet of clearance around the luminaire, unless otherwise directed by the Contract Administrator, at no additional cost to City.

All hand hole covers removed by the Contractor shall be securely fastened prior to leaving site. The contractor must inform the city of any missing hand hole covers immediately via by GIS application used for tracking on the project. Subsequent to each luminaire removal and installation, the contractor shall inspect the pole for safety concerns. Any other apparent or perceived issues to the existing and remaining streetlighting equipment outside of the contractor's purview should be reported to the city via the GIS application. Before leaving the site, the Contractor shall ensure there are no live wires exposed under any circumstances.

The Contractor shall be solely responsible for any damage done to the poles as a result of the installation/removal of luminaires. The Contract Administrator will coordinate with the city's maintenance contractor for repairs for damage caused by the Contractor. The cost of those repairs will be subtracted from the monies owed to the Contractor.

Any coordination with Pepco required for shutting down power to any lights shall be coordinated by the Contractor. It shall be the Contractor's responsibility to notify these utilities and coordinate the installation operations with them to avoid unnecessary delays.

All work shall be subject to the approval of the Contract Administrator. All lights shall be operational and inspected by city staff prior to the City's acceptance of the project.

All work shall be in accordance with the National Electrical Code and the National Electrical Safety Code and shall also conform to the State and Local Laws and ordinances governing such work and the rules and regulations of the electric utility.

All electrical work performed under this contract shall be performed under the supervision of a certified electrician.

Removal and replacement of existing light fixtures of all types shall be measured and paid for per each and shall be inclusive of all labor and materials necessary to remove the existing luminaire and replace it with an equivalent LED luminaire. As indicated earlier, all removed luminaires shall become the property of the Contractor.

Unless otherwise specified by the Contract Administrator, all other work not specifically listed, but necessary to fulfill the requirements of this contract shall be considered incidental work and shall be included in the Removal & Replacement unit price. Incidental work includes, but is not limited to tree trimming, removal and replacement of handhole covers, disposal of removed luminaires, maintenance of traffic, applicable permit costs, labor and materials necessary to replace “faulty luminaires”, as required at no additional cost to the city.

Payment will be processed on a monthly basis, upon the receipt and validation of accurate invoices. As supporting documentation, the Contractor shall include a spreadsheet of all of the lights that have been removed and replaced during the invoice period. The spreadsheet shall include all pertinent information like nearest address, type, wattage, longitude, latitude, and date completed. The contractor shall also submit a schedule update with each invoice submittal.

MAINTENANCE OF TRAFFIC

The Contractor shall provide for the safe and continuous maintenance of traffic through the work-zones while minimizing inconvenience to the traveling public. All work shall be performed in accordance with the Maryland State Highway Administration (MSHA) Standard Specifications for Construction and Materials (latest edition), Section 104 and all errata and addenda thereto, the MCDOT Temporary Traffic Control Plans (TTCP) Guidelines & Requirements, available online at [http://www.montgomerycountymd.gov/dot-traffic/temp traffic ctrl.html](http://www.montgomerycountymd.gov/dot-traffic/temp%20traffic%20ctrl.html)), the latest version of the Maryland Manual on Uniform Traffic Control Devices (MdmUTCD), and all revisions thereto.

Maintenance of Traffic will not be a separate pay item but will be incidental to other items of work. MCDOT TTCP Guidelines & Requirements shall be readily available at the worksite during all working hours. The streetlight maintenance crew leader shall be familiar with the standard Traffic Control Plans and have received training on the implementation of Part VI of the MdmUTCD. In accordance with MSHA Specifications, Section 104.18 "TRAFFIC MANAGER (TM)", the Contractor shall name, in writing, a traffic manager to implement the TTCP typicals, and this person shall be readily available at the worksite during all working hours. The TM shall be familiar with the TTCP typicals and have received training on the implementation of Part VI of the MdmUTCD.

Any crew member who is assigned to "FLAG" traffic in the public right-of-way under this contract shall have a "MSHA Approved Flagger" card in his/her possession when performing traffic flagging functions.

Traffic must be maintained at all times throughout the entire length of the work area. Road closures will NOT be permitted.

The TTCP consists of standard traffic control plans (available online at the website cited on this page which will be employed as required to perform the streetlight repair and/or replacement work. All signs may be portable and any signs not applicable to the actual situations are to be removed or covered.

Channelizing devices shall be placed at intervals equal to the numerical value of the posted speed limit or 85th percentile speed in areas of lane transition. On tangent section, the channelizing devices shall be placed at intervals twice the above value. The channelizing devices shall be either traffic drums or traffic cones. Channelizing devices used, shall be thirty-six inches (36") in height with the predominate color being orange in accordance with Section 6F of the MdmUTCD.

When it becomes necessary to close a lane of traffic, a truck-mounted arrow panel containing amber lamps, which when activated shall achieve a flashing arrow conveying to the traveling public in which direction movement must be made. This system shall be of a type as described in Section 104.07 "ARROW PANEL (AP)" of the MSHA Specifications.

On roadways classified primary or higher, and with exception of emergency work, the Contractor will only be permitted to close a lane of traffic between 9:00 a.m. to 3:00 p.m., unless permission is granted otherwise by the Contract Administrator. No lane closures will be permitted on a Saturday, Sunday, national holiday or days preceding said holidays without written permission of the Contract Administrator. 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 Contract Administrator, the Contractor's operations are a detriment to traffic.

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

The Contractor's employees will not be permitted to park their vehicles within the limits of through roadway except in protected areas or a minimum of thirty (30) feet from the traveled roadway. All said parking areas must have prior approval of the Contract Administrator.

No overnight storage of equipment or materials will be permitted within the right-of-way. All equipment and materials must be removed from the work site during non-working hours. The Contractor shall immediately report to the Contract Administrator any fatalities or serious injuries to either employees of the contractor or the public and any extensive damage to property (except automobile) resulting from the performance of the work hereunder.

DISPOSAL OF REMOVED LIGHTS

All luminaires removed under this contract shall become the property of the contractor. The cost for environmentally responsible disposal or recycling of the existing lights is incidental to the unit price of the conversion for each new LED.

MAINTENANCE OF STREETLIGHTS

Maintenance services for the City's streetlights, including replacement of knockdowns (KD), are managed by city staff and a contractor under a separate city contract. General maintenance to streetlights will continue to be the responsibility of the city staff and the city's streetlight maintenance contractor. To the extent necessary and possible, the contractor shall coordinate work schedules with the City maintenance contractor to avoid conflicts, delays, miscommunications, or duplicate charges to the City.

For the purpose of this solicitation document, a KD shall be described as a streetlight with any of the following conditions present:

- Poles and luminaire destroyed (typically due to a crash) and debris still onsite
- Missing equipment, pole and/or luminaire, typically removed by City Maintenance Contractor after a crash or storm
- Leaning poles
- Damaged poles, but standing

Outage refers to a non-function streetlight in need of repairs, which may have been reported as being out, flickering, cycling, dark, or not operational. If there is an outage of a streetlight converted to LED by the Contractor, the following process will be the standard operating procedure during the life of the contract.

- City staff will be the first to visit the site of the outage for inspection and repairs
- Staff will test for voltage at the base of the pole
- If there is no voltage, it will be reported to PEPCO for repair
- If there is voltage, the City technicians will inspect and make any necessary repairs to wiring inside the pole

- If the outage is not resolved, the Contract Administrator will report it to the Contractor as a faulty luminaire
- The Contractor shall replace, at no additional cost to the City within two (2) working days of notification by the Contract Administrator.
- If the Contractor disputes the cause of the outage being the luminaire, it shall inform the Contract Administrator no later than close of business the following business day.
- The Contractor shall not attempt to make repairs to wires inside the poles unless specifically authorized by the Contract Administrator
- The Contract Administrator will coordinate an onsite meeting with the city technicians and the contractor to further assess the considerations and work on a resolution
- The Contract Administrator’s finding and decision shall be final regardless of pending difference of opinions with the Contractor
- If the Contract Administrator concurs with the city technician’s finding that the outages are due to the faulty luminaire the Contractor shall replace the luminaire within two working days of notification by the Contract Administrator at no additional cost to the city
- If the Contractor fails to replace the faulty luminaire within the two working days of notification by the Contract Administrator, the City will have the City maintenance contractor repair the luminaire and will subtract from monies due the Contractor a lump sum amount equal to the sum of the City maintenance contractor’s price for labor and materials to remove and replace the faulty luminaire.

WARRANTY REQUIREMENTS

The Contractor shall install the lights in accordance with the manufacturer’s requirements to maintain the warranty. The Contractor shall pass the material warranty offered by the Manufacturer on to the City with no additional cost to the City. The Contractor shall guarantee in writing, that the City will be fully entitled to all benefits of the warranty without any conditions during the entire five-year warranty period required per the minimum requirements for lights listed in this section of the IFB.

The Contractor agrees to replace and/or repair without any additional cost whatsoever to the City all portions of any work done by the Contractor, if within one year after final acceptance of the project, it is found by the Contract Administrator to have been installed defectively.

The Contractor agrees to replace and/or repair without any additional cost whatsoever to the City all portions of any work done by the Contractor, if within one year after final acceptance of the project, it is found by the Contract Administrator to have been performed in any way at variance with the specifications and instructions furnished and given by the City.

The Contractor agrees to replace and/or repair without any additional cost whatsoever to the City all portions of any work done by the Contractor, if within one year after final acceptance of the project, it is found by the Contract Administrator to have been done in a manner contrary to law, the regulations and requirements of Public Service Commission or the standards of the National Electric Safety Code. The Contract Administrator will give the Contractor written notice of any such defects or variances in the work performed.

REPORTING

The contractor will be provided with a GIS application to track and report on daily work completed. This application is intended to serve as the primary means of tracking progress during the project. The tool can be accessed with any smart device such as a tablet with data service. The contractor will supply each team working on the conversion with a smart device with an internet connection. The GIS application will show the locations of City owned streetlights, with an aerial base map. The Contractor will be given access to edit the information such as the conversion status and any issues noted during the conversion such as:

- Fixture not installed
- Hand hole cover missing
- Lacks voltage
- Pole needs painting
- Pole damaged

- Pole has no access to wire
- Pole has other issues

Utilizing this GIS tool will allow for real-time updates of the project's progress. The City will set up a dashboard showing the status of the conversion and share it with the Contractor's project manager.

**INVITATION FOR BIDS #32-24
LED Streetlight Conversion Project – Phase 2**

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.	FIXTURE TYPE	EXISTING WATTAGE	EST QTY	PROPOSED MANUFACTURER	PROPOSED MODEL #	PROPOSED WATTAGE	COST PER LIGHT (INSTALLED)	TOTAL COST
1	RECTILINEAR	100	20					
2	RECTILINEAR	150	77					
3	DECORATIVE POST TOP	70	370					
4	DECORATIVE POST TOP	100	180					
GRAND TOTAL \$								

GRAND TOTAL IN WORDS _____
 _____ (\$ _____)

Write the Total Bid Price for the IFB #32-24, LED STREETLIGHT CONVERSION PROJECT – PHASE 2 in words:

By submitting this offer I acknowledge receipt of and incorporation into this offer of the following Addenda (check each applicable box):

Addendum #1 , Addendum #2 , Addendum #3 , Addendum #4 , Addendum #5 , Addendum #6

CONTRACT DURATION

This contract will begin 10 working days from the date of issuance of a purchase order. All work including landscaping shall be completed within 180 calendar days of the date of issuance of the purchase order.

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

This bid and its Firm Fixed Prices shall remain valid 180 days from bid closing date 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 No. 32-24 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

BIDDER MUST COMPLETE, SIGN, 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 _____

ATTACHMENT B

**INVITATION FOR BID 32-24
LED Streetlight Conversion Project – Phase 2**

BIDDER MUST COMPLETE AND RETURN WITH BID

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

Bidder Name	
-------------	--

#1 Project Name			
Project Owner's Name			
Project Site Address			
Project Owner's Contact Name			
Project Owner's Contact Telephone			
Project Owner's Contact e-mail			
Contract Value	\$		
Scheduled completion date		Percent complete	
Description of Project Work			
Name of your project foreman			

#2 Project Name			
Project Owner's Name			
Project Site Address			
Project Owner's Contact Name			
Project Owner's Contact Telephone			
Project Owner's Contact e-mail			
Contract Value	\$		
Scheduled completion date		Percent complete	
Description of Project Work			
Name of your project foreman			

#3 Project Name			
Project Owner's Name			
Project Site Address			
Project Owner's Contact Name			
Project Owner's Contact Telephone			
Project Owner's Contact e-mail			
Contract Value	\$		
Scheduled completion date		Percent complete	
Description of Project Work			
Name of your project foreman			

#4 Project Name			
Project Owner's Name			
Project Site Address			
Project Owner's Contact Name			
Project Owner's Contact Telephone			
Project Owner's Contact e-mail			
Contract Value	\$		
Scheduled completion date		Percent complete	
Description of Project Work			
Name of your project foreman			

#5 Project Name			
Project Owner's Name			
Project Site Address			
Project Owner's Contact Name			
Project Owner's Contact Telephone			
Project Owner's Contact e-mail			
Contract Value	\$		
Scheduled completion date		Percent complete	
Description of Project Work			
Name of your project foreman			

SUBCONTRACTOR REFERENCE FORM

BIDDER MUST COMPLETE AND SUBMIT WITH BID

SUBMIT A SEPARATE REFERENCE FORM FOR EACH PROPOSED SUBCONTRACTOR

Subcontractor's Name	
Address	
Telephone	
Subcontractor's Contact Name	
Description of Work to be Subcontracted	

#1 Reference Organization Name			
Address			
Contact Name			
Contact Name Telephone			
Contact Name e-mail			
Contract Value	\$		
Scheduled completion date		Percent complete	
Description of Project Work			

#2 Reference Organization Name			
Address			
Contact Name			
Contact Name Telephone			
Contact Name e-mail			
Contract Value	\$		
Scheduled completion date		Percent complete	


Description of Project Work	
-----------------------------	--

#3 Reference Organization Name			
Address			
Contact Name			
Contact Name Telephone			
Contact Name e-mail			
Contract Value	\$		
Scheduled completion date		Percent complete	

BIDDER’S QUESTIONNAIRE

CITY MAY REQUIRE COMPLETION AND SUBMISSION AFTER RECEIPT OF BIDS

In order to be considered for award, the Bidder must complete this questionnaire in its entirety and submit it to the Purchasing Manager within the time specified. The bidder must answer all questions. If additional space is required, attach continuation sheets and clearly indicate the question being answered. The City reserves the right to verify any information contained within this report and to request additional information or clarification. The City reserves the right to reject the bid of a bidder who has previously failed to perform properly or to complete in a timely manner contracts of a similar nature, or if investigation shows the bidder unable to perform the requirements of the Contract or if the bidder fails to complete and submit the Bidder’s Questionnaire in its entirety. If additional sheets are necessary please attach to this form and reference the applicable number.

Bidder’s Name			
Bidder’s Address			
City		State / Zip	
Telephone		Fax Number	
Organized under the laws of State of:			
BIDDER’S AUTHORIZED REPRESENTATIVE’S SIGNATURE BELOW		DATE	
			
Print Name:			
Title:			

1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor?

1.2 How many years has your organization been in business under its present business name?

1.3 Under what **other** or former names has your organization operated?

1.4 If your organization is a corporation, answer the following:

Date of incorporation:

State of incorporation:

President's name:

Vice-president's name(s):

Secretary's name:

Treasurer's name:

1.5 If your organization is a partnership, answer the following:

Date of organization:

Type of partnership (if applicable):

Name(s) of general partner(s):

1.6 If your organization is individually owned, answer the following:

Date of organization:

Name of owner:

1.7 If the form of your organization is other than those listed above, describe it and name the principals:

2. LICENSING

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

3. EXPERIENCE

3.1 List the categories of work that your organization normally performs with its own forces.

3.2 Has your organization ever failed to complete any work awarded to it? If yes, provide details on a separate sheet. NO: _____ YES: _____

3.3 Are there any judgment, claims, arbitration, proceedings or suits pending or outstanding against your organization or its officers? If yes, provide details. NO: _____ YES: _____

3.4 Within the past five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? If yes, provide details. NO: _____ YES: _____

3.5 Within the last two years, has any owner of any project threatened to impose or imposed liquidated damages against your organization? If yes, provide details. NO: _____ YES: _____

3.6 Within the last two years, has your organization constructed any projects where the date of substantial completion was more than 30 days after the contract completion date as determined by the contract and any changes orders? If yes, provide details. NO: _____ YES: _____

3.7 Within the last 2 years, has your organization constructed any projects where the change orders exceeded 10% of the contract price? If yes, provide details. NO: _____ YES: _____

3.8 State the total worth of work in progress and under contract:

In Progress	\$
Under Contract	\$

3.9 State the average annual amount of construction work performed during the past five years:

\$

4. FINANCIAL

4.1 State that you will provide a copy of your firm’s audited financial statements for the past two (2) years, if requested, by the City of Rockville. YES: _____ NO: _____

4.2 Is your firm currently for sale or involved in any transaction to expend or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms. NO: _____ YES: _____

4.3 Is your firm currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution. NO: _____ YES: _____

5. SAFETY

5.1 Has your organization been cited by OSHA (or State equivalent) in the past five years? If so, provide a copy of the citation(s). NO: _____ YES: _____

5.2 Has your organization experienced a work-related fatality in the past 10 years? If so, provide details. NO: _____ YES: _____

5.3 Provide copies of the last 3-years OSHA Form 300A or OSHA 300 Log. Please omit any personally identifiable or confidential information.

5.4 Provide a copy of your current Workers’ Compensation Experience Rating from the NCCI.

5.5 Does your organization have a written safety program? NO: _____ YES: _____

5.5.1 Describe the safety training programs offered to all employees on the elements of the safety program.

5.6.2 When was the last year the written safety program was audited or updated?

5.6.3 Provide an overview of the elements of your written safety program (i.e., table of contents). (This may be returned to non-awarded bidders.)

5.7 Does your organization hire subcontractors? NO: _____ YES: _____

5.7.1 Does your organization conduct pre-contractor qualification of these subcontractors specifically focusing on their safety performance? NO: _____ YES: _____

5.7.2 Describe how your organization manages the safety performance of subcontractors on the jobsite.

5.7.3 Does your organization have a written policy addressing subcontractor’s responsibility for complying with OSHA regulations on jobsites? (i.e., OSHA’s multi-employer citation policy).
NO: _____ YES: _____

CERTIFICATION

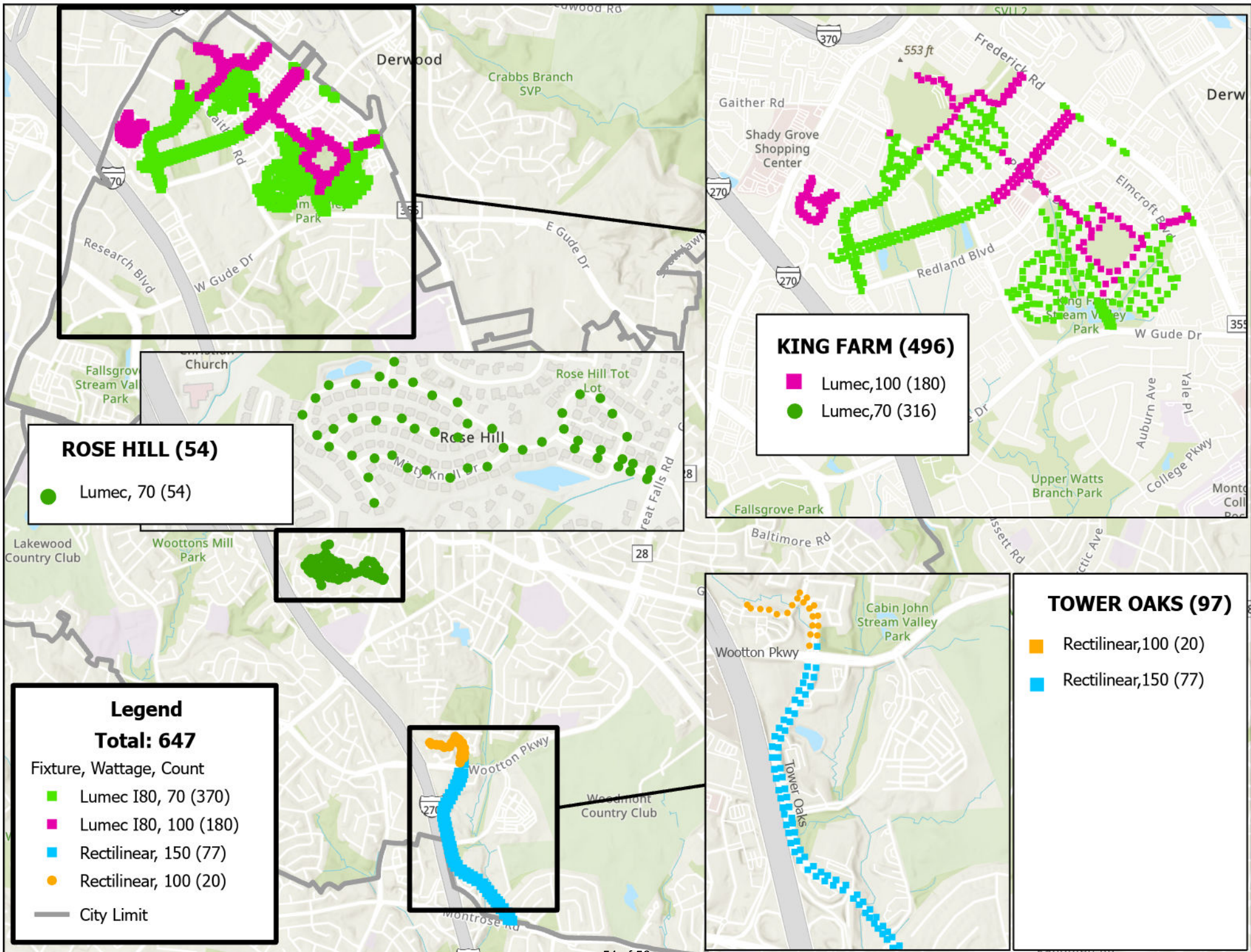
The above statements are certified to be true and accurate.

BY: _____
Signature Date

Print Signature/Title

SECTION VI: APPENDICES

- A. Map showing inventory by light type**
- B. Montgomery County Department of Environmental Protection Noise Control Ordinance**



KING FARM (496)

- Lumec,100 (180)
- Lumec,70 (316)

ROSE HILL (54)

- Lumec, 70 (54)

Legend

Total: 647

Fixture, Wattage, Count

- Lumec I80, 70 (370)
- Lumec I80, 100 (180)
- Rectilinear, 150 (77)
- Rectilinear, 100 (20)
- City Limit

TOWER OAKS (97)

- Rectilinear,100 (20)
- Rectilinear,150 (77)

APPENDIX B

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.