



City of  
**Rockville**  
Get Into It

City of Rockville  
Rockville, Maryland

**INVITATION FOR BID # 31-24  
Bus Stop Maintenance**

**Bids Due by 2:00 P.M. EST, Wednesday, May 8, 2024**

ISSUED BY:

TJ Ellison, CPPB  
Principal Buyer  
Procurement Division  
City of Rockville, City Hall  
111 Maryland Avenue  
Rockville, Maryland 20850  
Phone: (240) 314-8436  
Fax: (240) 314-8439  
[tellison@rockvillemd.gov](mailto:tellison@rockvillemd.gov)

**A 5% Bid Bond is required for this Invitation for Bid**

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

**MFD Outreach Program**

**It is the intent of the City of Rockville to increase opportunities for minority, female and disabled (MFD) owned businesses to compete effectively at supplying goods, equipment, and services to the City, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economical considerations. Suggested changes and MFD enhancements to this solicitation's requirements for possible consideration and/or inclusion in future solicitations are encouraged. Any questions regarding MFD outreach or questions/concerns regarding the City's bidding process should be addressed to Pat Ryan, [pryan@rockvillemd.gov](mailto:pryan@rockvillemd.gov) or 240-314-8434.**

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## 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](mailto:tellison@rockvillemd.gov)**.

I/WE HAVE DECLINED TO BID ON IFB # 31-24, titled **BUS STOP MAINTENANCE** 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:

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Are you a Minority, Female, or Disabled (MFD) business? \_\_\_\_\_ Yes \_\_\_\_\_ No

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**CITY OF ROCKVILLE  
ROCKVILLE, MARYLAND**

**INVITATION FOR BID # 31-24**

**BUS STOP MAINTENANCE**

**SECURED BIDS** will be received electronically via a City designated bid receipt software solution until **WEDNESDAY, MAY 8, 2024 at 2:00 P.M. EST.** 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 2:00 P.M. EST, May 1, 2024. Oral answers to questions relative to interpretation of specification or the bid process will not be binding on the City.

**PROJECT DESCRIPTION**

IFB 31-24 BUS STOP MAINTENANCE will provide for a contract with a responsible contractor who can adequately maintain various elements of, and amenities for bus stops located within the city limits.

## **SUMMARY OF WORK**

The contractor shall provide the management, supervision, labor, equipment, materials, supplies and tools necessary to perform maintenance activities at MCDOT RideOn and WMATA bus stops located within the city limits, in accordance with the scope of work as outlined further in this document.

## **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.

## **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
- 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  
GENERAL CONDITIONS AND INSTRUCTIONS TO  
BIDDERS  
CONSTRUCTION**

1. **TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the bidder's proposal, and are not subject to change by reasons of written or verbal statement by the contractor unless accepted in writing. Words and abbreviations which have well known technical or trade meanings are used in accordance with such meanings.
2. **PRE-BID MEETING** A virtual, telepresence pre-bid meeting may be held for the purpose of describing the project and for answering any questions prospective bidders may have. If applicable, time and date will be shown on the bid announcement page.
3. **SUBMISSION OF BID** All bids are to be submitted electronically, in a pdf format file, via a City designated bid receipt software solution. File name of the pdf document must contain the Bid Number, Bidders Name and Bid Due Date. The following forms must be submitted:
  - Bid proposal page(s) in duplicate
  - Non-collusion/non-conviction affidavit
  - Bid Bond
  - Reference sheet
  - Other forms as required in the bid document.

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

4. **BID ACCEPTANCE & OPENING** 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 at: <http://rockvillemd.gov/Bids.aspx>

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 on the City's website: <http://rockvillemd.gov/Bids.aspx?CatID=17&txtSort=Category&showAllBids=on&Status=>
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. Program information and registration can be viewed at the following web address:

<http://rockvillemd.gov/index.aspx?NID=234>

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, and 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, not withstanding that such materials/workmanship have been previously been overlooked and accepted.
29. **CHANGES IN QUANTITIES/ITEMS** The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City's discretion as given in the Bid or Proposal wherever it deems it advisable or necessary so to do and such changes shall in no way vitiate the contract nor affect the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity. The City may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items or services are being purchased
- The Contractor will be paid for the actual amount of authorized work done or material furnished under any item of the bid at the price bid and stipulated for such item. In case any quantity is increased, the Contractor shall not be entitled to any increased compensation over and above the unit price bid for such item, or any claim for damages on account of loss of anticipated profits should any quantities be decreased. The Contractor shall be responsible for confirming the accuracy of the specified quantities prior to ordering materials or supplies and the City's payment shall be based on the actual quantities incorporated in the work and not the quantities specified in the bid document. The quantities must not exceed the Contract specified quantities without specific written authorization of the Project Manager and it is the Contractor's responsibility to obtain said authorization.
30. **MATERIALS** All materials shall be new and free from defects. They shall be standard products of current manufacture. Unless otherwise noted in the contract documents, the Contractor shall abide by specific manufacturer instructions and recommendations on installation and operation.
31. **BRAND NAME OR EQUAL** Identification of an item by manufacturer's name, trade or brand name, or catalog number is for information and establishment of a quality level desired and is not intended to restrict competition. Bidders may offer any brand which meets or exceeds the specification, unless 'brand name only' is specified. Bids on other makes and/or models will be considered provided the bidder clearly states on the proposal what is being proposed and forwards with the bid complete

descriptive literature indicating how the characteristics of the article being offered will meet the specifications. The City reserves the right to accept or reject items offered as an equal.

32. **DEFECTIVE MATERIALS/WORKMANSHIP** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor. If the work shall be found to be defective or to have been damaged before final acceptance, the Contractor shall make good such defect in a manner satisfactory to the City, without extra compensation even though said defect or injury may have not been due to any act or negligence of the Contractor.
33. **TIME OF BEGINNING AND COMPLETION** Unless otherwise stipulated in the bid document, the Contractor shall begin work on the Contract within ten (10) working days after the mailing of a purchase order and shall diligently prosecute the same, so that it shall be fully completed within the time as stated in the contract. The Contractor shall not commence any work under the Contract until a written Purchase Order is received from the Purchasing Agent.
34. **FAILURE TO COMPLETE WORK ON TIME/ LIQUIDATED DAMAGES** The Contractor accepts this contract with the understanding and intention to perform fully and in an acceptable manner within the time stated. Should he fail to complete fully, to all intent and purpose, the work specified in the time specified, or within the time as it may have been extended by the City, the Contractor shall pay, for each calendar day that any work shall remain uncompleted, not including Sundays, the sum of \$400 per calendar day or such other amount as specified in the Special Provisions. This sum is hereby agreed upon, not as a penalty, but as liquidated damages and the City shall have the right to deduct the amount of such damages from any moneys due the Contractor under this Contract.
- The City shall recover such Liquidated Damages by deducted the amount thereof out of any moneys due or that may become due the Contractor, and if said moneys are insufficient to cover said damages, then the Contractor or the Surety shall pay the amount due upon demand by the City.
35. **AUTHORITY OF THE CITY MANAGER IN DISPUTES** Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager who shall notify the Contractor in writing of his determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to the City Purchasing Ordinance.
36. **CONTRACT DELAYS/EXTENSION OF TIME** The Contractor shall pursue the contract so as to complete all work within the time allotted in the bid document. The completion date as set in the bid document allows for

inclement weather, holidays and coordination with other companies. If the Contractor is delayed in the delivery of the supplies, equipment or services by any act of neglect of the City or by a separate Contractor employed by the City, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by the City, the City shall review the cause of such delay and shall make an extension of time if warranted. All claims for extensions must be in written notice sent to the Project Manager within ten (10) calendar days after the date when such alleged cause for extension of time occurred. All such claims shall state specifically the amount of time of the delay the Contractor believes to have suffered. If written notice is not received within the prescribed time the claim shall be forfeited and invalidated.

37. **CONTRACT DELAYS - NO DAMAGE CLAIMS ACCEPTED**

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

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

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

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

Updating Project Schedule: At any time that it becomes apparent the schedule, created as above and approved by the Project Manager, is not being implemented, either

because the work or service is ahead or behind schedule, the Contractor shall immediately notify the Project Manager and shall submit a revised, written, updated AC and WN for the Project Manager's review, revision and approval. The contractor shall make every effort to meet the original completion date and/or working days allowed unless otherwise so directed by the Project Manager.

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

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

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** The Contractor awarded a contract pursuant to this bid shall warrant that it does not and shall not hire, recruit, or refer for a fee for employment under the contract an individual knowing the individual is an unauthorized noncitizen and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 ("the Act"), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruit or referral for a fee, of the individual for employment or the discharging of the individual for employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.
52. **EQUAL EMPLOYMENT OPPORTUNITY** The Contractor will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), ancestry, color, national origin, race, ethnicity, religion, disability, genetics, marital status, pregnancy, presence of children, gender, sexual orientation, gender identity or expression, or veteran status. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractors must also include the same nondiscrimination language in all subcontracts.

If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts that subcontractors will not discriminate against any employee or applicant for employment in the manner described above, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records, and accounts. If the City

Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

53. **ETHICS REQUIREMENTS** In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Contractor may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the City of Rockville or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City Council, Rockville, Maryland has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.
54. **DRAWINGS TO BE FOLLOWED** The approved drawings, profiles and cross sections on file with the City will show the location, details and dimensions of the work contemplated, which shall be performed in strict accordance therewith and in accordance with the specifications. Any deviations from the drawings or specifications as may be required by the exigencies of construction in all cases will be determined by the Project Manager. There shall be no such deviations without the written authorization of the Project Manager. On all drawings, etc., the figured dimensions shall govern in the case of discrepancy between the scales and figures. The Contractor shall take no advantage of any error or omission in the drawings or specifications. The Project Manager shall make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the specifications and of the drawings as construed by the Project Manager whose decision shall be final.
55. **CERTIFICATION** Under no circumstances will Contractors be paid for materials utilized on any City contract unless certified to by the Project Manager. The Contractor must not incorporate any materials into a City project without prior authorization and certification of the Project Manager, unless necessary to eliminate or avoid hazardous conditions. Under these emergency circumstances the responsibility for notification to the Project Manager and quantity/quality confirmation rests with the Contractor and must be obtained within 24 hours of the work.
56. **DECISIONS AND EXPLANATIONS BY PROJECT MANAGER** The Project Manager shall make all necessary explanations as to the meaning and intent of the specifications and drawings, and shall give all orders and directions, either contemplated therein or thereby, or in every case in which a difficult or unforeseen condition arises during the prosecution of the work. Should there be any discrepancies or should any misunderstanding arise as to the intent of anything contained in the drawings and specifications, the decision of the Project Manager shall be final and binding. The Project Manager shall in all cases determine the amount, quality, acceptability and estimates of the work to be paid for

under the Contract, and shall decide all questions in relation to the work. In case any questions arise between parties relating to the Contract, such decision and estimate shall be a condition precedent to the right of the Contractor to receive payment under that part of the Contract which is in dispute.

57. **WORK TO BE DONE AND MATERIALS TO BE FURNISHED** The Contractor shall do all the work and furnish all the labor, materials, tools, and equipment necessary or proper for performing the work required by the Contract, in the manner called for by the drawings and specifications and within the Contract time. The Contractor shall complete the entire work together with such extra work as may be required, at the prices fixed therefore, to the satisfaction of the Project Manager and in accordance with the specifications and drawings.
58. **NOTIFICATION TO OTHER AGENCIES** The Contractor will be responsible for notifying all concerned agencies affected by the work a minimum of 48 hours in advance of any activity, as prescribed by said agencies, including, but not limited to: the Washington Gas, PEPCO, Verizon Comcast Cable, Transcontinental Gas, City of Rockville Utilities Division, Montgomery County Government, State Highway Administration and the Washington Suburban Sanitary Commission. The Contractor must notify MISS UTILITY at 1-800-257-7777 a minimum of 72 hours and no more than 5 working days prior to removal of any pavement or beginning any excavation. There shall be no measurement or direct payment to the Contractor for such notification, working around, the protection of, or repair of damage to such existing utilities caused by the proposed construction activities directly or indirectly.
59. **PERMITS AND REGULATIONS** Unless stipulated elsewhere in these specifications, the Contractor shall be responsible for obtaining and paying for all applicable permits. Where signatures of the City are required in connection with the obtaining of such permits, certificates, etc., the Contractor shall prepare the proper paperwork and present it to the City for signature. City of Rockville Permit fees shall be waived. If the Contractor ascertains at any time that any requirement of this contract is at variance with applicable laws, ordinances, regulations and/or building codes, notification to the Project Manager shall be made immediately and any necessary adjustment to the contract shall be made. Without proper notice to the Project Manager, the Contractor shall bear all costs arising from the performance of work the Contractor knows to be contrary to such laws, ordinances, etc.
60. **EXCAVATION** Unless specifically provided in the specifications, all trench and roadway excavation is hereby unclassified as to the character of materials. The lump sum or unit price, as specified, for or including excavation shall constitute full payment for removal and disposal of all materials, regardless of type, encountered in trenching and roadway excavation, within the limits of this Contract, as necessary and as shown to be removed on the Contract drawings and/or as directed by the Project Manager, except as otherwise provided for under this Contract. All bidders are hereby directed to familiarize themselves with all site conditions including subsurface and the proximity of adjacent features.
61. **SERVICE OF NOTICES** The mailing a written communication, notice or order, addressed to the

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

62. **PATENT RIGHTS** Whenever any article, materials, equipment, process, composition, means, or things called for by these specifications is covered by letters of patent, the successful bidder must secure, before using or employing such article, material etc., the assent in writing of the Owner or Licensee of such Letters of Patent and file the same with the City.
- The said assent is to cover not only the use, employment, and incorporation of said article, material, equipment, process, composition, combination, means, or thing in the construction and completion of the work but also the permanent use of said article, material, etc., thereafter by or on behalf of the City, in the operation and maintenance of the project for the purposes for which it is intended or adapted. The Contractor shall be responsible for any claims made against the City, its agents and employees or any actual or alleged infringement of patents by the use of any such patented articles, etc., in the construction and completion of the work, and shall save harmless and indemnify the City, its agents and employees from all costs, expenses, and damages, including Solicitor's and Attorney's fees which the City may be obligated to pay by reason of any actual or alleged infringement of patents used in the construction and completion of the work herein specified.
63. **CARE AND PROTECTION OF WORK** From the commencement of the Contract until its completion, the Contractor shall be solely responsible for the care of the work and all injury or damage to the same, from whatever cause, shall be made good by the Contractor at the Contractor's own expense, before the final estimate is made. The Contractor shall provide suitable means of protection for all materials intended to be used in the work and for work in progress, as well as completed work.
64. **ABANDONMENT OF OR DELAY IN WORK** If the work under the Contract shall be abandoned by the Contractor, or if at any time the Project Manager shall be of the opinion and shall so certify, in writing, to the Contractor, that the performance of the Contract is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of the Contract or is executing the same in bad faith or if the work is not fully completed within the time specified for its completion, together with such extension of time as may have been granted, the City by written notice, may order the Contractor to discontinue all work there under, or any part thereof, within the number of days specified on such notice. At the expiration of said time the Contractor shall discontinue the work, or such part thereof, and the City shall have the power, by Contract, or otherwise, to complete said work and deduct the entire cost thereof from any monies due or to become due the Contractor under the Contract. For such completion of work the City may, for itself or its Contractor, take possession of and use or cause to be used any or all

materials, tools, and equipment found on the site of said work. When any part of the Contract is being carried on by the City, as herein provided, the Contractor shall continue the remainder of the work in conformity with the terms of the Contract and in such manner as not to interfere with the City's workmen.

65. **SUBLETTING OR ASSIGNING OF CONTRACT** The City and the Contractor each bind themselves, their partners, successors, assigns and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract documents. Neither party to the contract shall sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein to any person, firm or corporation without the written consent of the other party, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City.
66. **NO WAIVER OF CONTRACT** Neither the acceptance by the City or its Project Manager nor any order, measurement, certificate or payment of money, of the whole or any part of the work, nor any extension of time nor possession taken by the City or its Project Manager shall operate as a waiver of any portion of the Contract, or any right to damage therein provided. The failure of the City to strictly enforce any provision of this contract shall not be a waiver of any subsequent breach of the same or different nature.
67. **DUTIES, OBLIGATIONS, RIGHTS AND REMEDIES** The duties and obligations imposed by the contract documents and the rights and remedies available there under shall be in addition to and not a limitation of the duties, obligations, rights and remedies otherwise imposed or available by law, unless so indicated.
68. **IMPLIED WORK** All incidental work required by the drawings or specifications for which no payment is specifically provided and any work or materials not therein specified which are required to complete the work and which may fairly be implied as included in the Contract, and which the Project Manager shall judge to be so included, shall be done or furnished by the Contractor without extra compensation. The intent is to prescribe a complete work or improvement which the Contractor undertakes to do in full compliance with the contract documents together with any authorized alterations, special provisions and supplemental agreements.
69. **MEASUREMENT OF WORK AND MATERIAL** The work and material to be paid for will be measured and determined by the Project Manager according to the specifications and drawings, and the working lines that may be given. No allowance will be made for any excess above the quantities required by the specifications, drawings and lines on any part of the work, except where such excess material has been supplied or work done by order of the Project Manager and in the absence of default or negligence on the part of the Contractor. Should the dimensions of any part of the work or of the materials be less than those required by the drawings or the directions of the Project Manager, only the actual quantities placed will be allowed in measurement.
70. **EXTRA COSTS** If the contractor claims that any instructions by the contract documents or otherwise

involve extra compensation or extension of time, a written protest must be submitted to the Project Manager within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.

71. **CONTINGENT ITEMS & QUANTITIES** Items and quantities identified as being contingent are provided in the Contract for use when and as directed by the Project Manager. These items shown on the Plans or in the specifications are established for the purpose of obtaining a bid price. The quantities for these contingent items may be increased or decreased without any adjustment to the Contract unit price bid or the contingent items may be deleted entirely from the Contract by the Project Manager without negotiation. The Contractor shall submit no claim against the City for any adjustment to the Contract unit price bid, should the contingent items be increased, decreased or eliminated entirely. Payment for any contingent items used will be made on the basis of the quantities as actually measured and as specified in the Specifications. Materials, Construction Requirements and Basis of Payment shall be as specified elsewhere in the Specifications, Plans or Special Provisions.
72. **CHANGES IN THE SCOPE OR EXTRA WORK** The City, without invalidating the contract, may issue written changes in the work consisting of additions, deletions, or modifications with the contract sum and completion date being adjusted accordingly. All such changes, or additional work must be authorized in writing by the Purchasing Agent prior to starting such work. Costs shall be limited to the cost of materials, labor, field supervision and field office personnel directly involved in and attributed to the change. All costs and/or credits to the City for a change in the work shall be determined by the unit price bid or by mutual agreement.
- The Contractor shall do all work that may be required to complete the work contemplated at the unit prices bid or at a lump sum price to be mutually agreed upon.
- The Contractor shall perform extra work, for which there is no quantity or price included in the Contract, whenever it is deemed necessary or desirable, to complete fully the work as contemplated, and such work shall be done in accordance with the specifications therefore, or in the best workmanlike manner as directed. Where such a price or sum cannot be agreed upon by both parties, or where this method of payment is impracticable, the Project Manager may order the Contractor to do such work on a force account basis, which will be paid for as follows.
73. **FORCE ACCOUNT WORK** When the Contractor is required to perform work as a result of additions or changes to the contract for which there are no applicable unit prices in the contract, the City and Contractor shall make every effort to come to an agreed upon price for the performance of such work. If an agreement cannot be reached, the City may require the Contractor to do such work on a force account basis to be compensated in accordance with the following:
- A. **Labor**. For all labor and for foremen in direct charge of the specific operations the Contractor shall receive the actual wages for

each and every hour that said labor and foremen are actually engaged in such work.

- B. Materials.** For materials accepted by the Project Manager and incorporated into the project, the Contractor shall receive the actual cost of such materials, including transportation charges paid by him (exclusive of machinery rentals as hereinafter set forth). Excess materials delivered to the job site and not incorporated into the project will not be paid for and it is the Contractor's responsibility to remove said excess material from the job site.
- C. Equipment.** For any machinery or special equipment (other than small equipment tools, whether rented or owned), the use of which has been authorized in writing, by the Project Manager the Contractor shall receive the rates agreed upon in writing before such work is begun which price shall include fuel, oil and miscellaneous necessities, or the Contractor shall receive those rates which may be specified elsewhere in the Special Provisions. For the purpose of definition, equipment with a new cost of \$1000 or less will be considered small tools and equipment.
- D. Materials and Supplies Not Incorporated in the Work.** For materials and supplies expended in the performance of the work (excluding those required for rented equipment) and approved by the Project Manager, the Contractor shall receive the actual cost of such materials and supplies used.
- E. Subcontractors.** The Contractor shall receive the actual cost of work performed by a subcontractor. Subcontractor's cost is to be determined as in A., B., C., and D. above, plus the fixed fee for overhead and profit allowance computed as in G.
- F. Superintendence.** No additional allowance shall be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided
- G. Contractor's Fixed Fee.** The procurement officer and the Contractor shall negotiate a fixed fee for force account work performed pursuant to this specification by his force and by his subcontractors. The City shall pay 10 percent of A as compensation for overhead and profit for the work performed. The Contractor shall proceed diligently with the performance of the force account work to completion. The Contractor's fixed fee shall include an amount equal to the sum of 65 percent of A, which shall include, but not be limited to the following:

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

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

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

- H. Compensation.** The compensation as set forth above shall be received by the Contractor as payment in full for change order work done on a force account basis. At the end of each day, the Contractor's representatives and the Project Manager, shall compare records of the cost of work as ordered on a force account basis. Differences shall be immediately resolved and any unresolved difference shall be brought to the attention of the Project Manager by written notice from the Contractor within two working days of the occurrence.
- I. Statements.** No payment will be made for work performed on a force account basis until the Contractor furnishes the Project Manager duplicate itemized statements of the cost of such force account work detailed as to the following:
- (1) Name, classification, date, daily hours, total hours, rate, and extension for such workmen. Contractor shall provide certified payrolls
  - (2) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment. Contractor shall provide original receipted invoices.
  - (3) Quantities of materials, prices and extensions. Contractor shall provide original receipted invoices.
  - (4) Transportation of materials. Contractor shall provide original receipted invoices.

If, however, the materials used in the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the original invoices the statements shall contain or be accompanied by an affidavit of the Contractor which shall certify that such materials were taken from his stock that the quantity claimed was actually used and that the price and transportation of the material as claimed represent actual cost. Any request for payment under this Section should be submitted in the order outlined by the above.

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

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

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

75. **PROGRESS PAYMENTS AND RETAINAGE** The Contractor shall submit a detailed application for payment on a monthly basis, preferable on an AIA G702 form. Such application for payment, notarized, if required, must be accompanied by supporting data and documents substantiating the Contractor's right to payment and reflecting a five percent (5%) retainage.

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

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

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

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

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

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

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

Neither the final payment nor the remaining retainage shall become due until the Contractor submits to the Project Manager:

1. An affidavit that all payrolls, bills for materials and equipment and other indebtedness connected with the work for which the City or his property might in any way be responsible, have been paid.
2. Consent of surety to final payment, and
3. If requested, data establishing payment or satisfaction of obligations, such as receipt, release and waivers of liens arising out of the Contract;
4. All punch list items are completed to the satisfaction of the Project Manager.

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

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

77. **RELEASE OF RETAINAGE** Upon the expiration of the aforesaid period of one hundred and twenty (120) days succeeding the date of acceptance, the City will pay to the Contractor all sums reserved or retained, less such amount as it may be empowered under the provisions of the Contract to retain.

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

79. **GUARANTEE PERIOD** The Contractor shall warrant and guarantee the work required under this Contract for a period of twelve (12) months from the date of Final Acceptance. The Contractor warrants and guarantees to the City, that materials and equipment furnished under the Contract shall be of good quality and new unless otherwise required or permitted by the Contract Documents, that all work will be in accordance with the Contract Documents, and that all work will be of good quality, free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

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

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

80. **Substantial Completion.** Sufficient completion of the project or the portion thereof to permit utilization of the project, or portion thereof for its intended purpose. Substantial completion requires not only that the work be sufficiently completed to permit utilization, but that the City can effectively utilize the substantially completed work. Determination of substantial completion is solely at the discretion of the City. Substantial completion does not mean complete in accordance with the contract nor shall substantial completion of all or any part of the project entitle the Contractor to acceptance under the contract.

At such time as the Contractor has completed the work and prior to requesting a final inspection, the Contractor shall make written request for an inspection for substantial completion. Such request shall be made no less than seven (7) calendar days prior to the requested date of inspection. An inspection will be made by the City and a determination will be made as to whether or not the work is in fact substantially complete and a "punch list" will be developed. "Punch Lists" containing numerous items or items which may affect the intended use of the work will be considered cause to delay issuance of a document of Substantial Completion. Operation and Maintenance manuals shall be submitted and approved prior to issuance of any document of Substantial Completion.

81. **TRANSFER OF TITLE** The Contractor warrants that title to all work, materials and equipment covered by the Application for Payment will pass to the City either by incorporation in construction or upon the receipt of payment by the Contractor, free and clear of all liens, claims, interests or encumbrances, and that no work, materials, or equipment covered by an Application for Payment will have been acquired by the Contractor, or

by any person performing the work at the site or furnishing materials or equipment for the project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other persons.

82. **USE OF PREMISES** Whenever, in the opinion of the Project Manager, any portion of the work is completed or is in an acceptable condition for use, it shall be used for the purpose it was intended, however, such use shall not be held as acceptance of that portion of the work, or as a waiver of any of the provisions of the Contract.

83. **DETERMINATION OF CITY'S LIABILITY** The acceptance by the Contractor of the final payment made as aforesaid shall operate as and be a release to the City and every officer and agent thereof, from all claims by and liabilities to the Contractor for anything done or furnished for or relating to or affecting the work under the contract.

84. **NO LIMITATION OF LIABILITY** The mention of any specific duty or liability of the Contractor in any part of the specification shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor.

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

86. **PUBLIC ACCESS** The Contractor shall at all times conduct the work in such a manner as to insure the least obstruction to traffic practicable. The convenience and safety of the general public and the residents along the improvement shall be provided for in an adequate and satisfactory manner. Fire hydrants shall be kept accessible to fire apparatus at all times. Handicap access shall remain accessible.

87. **HAZARDOUS AND TOXIC SUBSTANCES** Manufacturers and distributors are required by Federal "Hazard Communication" provision (29 CFR 1910.1200 ), and the Maryland "Access to Information About Hazardous and Toxic Substances" law to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The Contractor must comply with these laws and must provide the City with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of services or contemporaneous with the delivery of goods.

88. **MAINTENANCE OF VEHICULAR TRAFFIC (if applicable)** Unless otherwise directed by the Project Manager, traffic must be maintained on all roadways within the construction area continuously or with the least amount of interruption during the construction period necessary to minimize accidents and accident severity and maintain safety while at the same time minimizing inconvenience to the traveling public and the Contractor. The Project Manager shall have the exclusive right to order a road to be closed or to remain open. No

equipment will be stored or permitted to stand within the limits of the roadway right-of-way where traffic must be maintained. Any earth dropped on the surface of the existing road shall be removed immediately to avoid possible hazardous conditions. The Contractor shall prepare and submit a Traffic Control Plan (TCP) for the Project Manager's review, revision, and approval, at least ten days before beginning work, unless otherwise directed.

All Traffic Control Devices shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), latest edition (and all revisions). With the approved TCP implemented, the Contractor will be permitted to work with the following provisions: All traffic lanes must be restored at the end of each day unless specifically authorized otherwise, in advance, by the Project Manager:

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

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

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

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

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

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

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

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

## INSURANCE REQUIREMENTS

Prior to the execution of the contract by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor's insurance shall be primary. The Contractor must 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:

### MANDATORY REQUIREMENTS FOR INSURANCE

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

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. <b>Workers' Compensation</b> 2. <b>Employers' Liability</b>	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: <b>WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement signed and dated.</b>
3. <b>Commercial General Liability</b>  a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. <b>CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.</b>
4. <b>Automobile Liability</b>  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. <b>Form CA20 48 02 99 form to be both signed and dated.</b>
5. <b>Excess/Umbrella Liability</b>	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. <b>Professional Liability</b>	Each Occurrence/Aggregate: \$1,000,000	

Alternative and/or additional insurance requirements, when outlined under the special provisions of this contract, shall take precedence over the above requirements in part or in full as described therein.

### POLICY CANCELLATION

No change, cancellation or non-renewed shall be made in any insurance coverage without a thirty (30) day written notice to the City 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 this contract. Additionally, The Mayor and

Council of Rockville must be named as additional insured on the Contractor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

**SUBCONTRACTORS**

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

**CERTIFICATE HOLDER**

**The Mayor and Council of Rockville**

**(Contract #, title)**

City Hall

111 Maryland Avenue

Rockville, MD 20850



City of Rockville

Rockville, Maryland

**INVITATION FOR BID # 31-24  
BUS STOP MAINTENANCE**

**Section 3: Special Provisions**

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**

The contractor shall provide the management, supervision, labor, equipment, materials, supplies and tools necessary to perform maintenance activities at MCDOT RideOn and WMATA bus stops located within the city limits, in accordance with the scope of work as outlined further in this document.

### **MINIMUM CONTRACTOR QUALIFICATIONS AND EXPECTATIONS**

The Contractor must be adequately resourced and prepared to perform the work per the requirements of this contract, regardless of any inclement weather conditions or any other hardship. The Contractor may satisfy the following requirements through his/her subs. The Contractor must have the following minimum qualities and characteristics:

- **Work Experience** - The Offeror shall have had a minimum of five (5) years of experience in similar type of maintenance work 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. 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 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.
- **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.

### **Personnel**

The Contractor shall assign a full-time superintendent and all the necessary manpower to ensure successful and timely completion of the work included in this IFB. 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.

### **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.

### **CONTRACT TERM**

The initial contract shall be effective from date of award to June 30, 2024. Upon satisfactory service and by mutual agreement, the City reserves the right to extend the contract annually for five additional one-year terms, through June 30, 2029.

Multiyear contracts may be continued each fiscal year by mutual agreement between the contractor and the City, and only after funding appropriations and program approval have been granted by the Mayor and Council of Rockville. If the Mayor and Council does not grant necessary funding appropriation, then the affected multiyear contracts become null and void, effective July 1 of the fiscal year for which funding was not appropriated.

### **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.

### **RENEWAL AGREEMENTS/PERFORMANCE AND PAYMENT BONDS**

Upon mutual agreement between the contractor and the City to extend the contract for an additional year, the contractor shall be required to complete and electronically return a copy of the City's Standard

Form of Agreement, or the City's Standard Form Letter of Renewal, along with Performance and Payment Bonds in the amount of 100% of the Contract award within 15 days of request by the City, where two (2) sets of the original agreement and original bonds must be mailed to the City of Rockville, Procurement Division, 111 Maryland Avenue, Rockville, Maryland 20850. Submittals shall be required annually for each year the contract is extended.

### **PRICES AND PRICE ADJUSTMENT**

Prices shall remain firm for two (2) years from execution of the contract. Any requests for a price adjustment, after the two-year period are subject to the following:

- Approval or rejection by the Director of Procurement or designee
- Must be submitted in writing to the Director of Procurement and accompanied by supporting documentation justifying the Contractor's request. A request for any price adjustment may not be approved unless the contractor submits to the City sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods/services to the City under the contract terms
- Must be submitted sixty (60) days prior to the contract expiration date
- May not be approved in an amount that exceeds the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request must not exceed the CPI for all urban consumers issued for the Washington-Baltimore, DC-MD-VA-WV metropolitan area by the US Department of Labor Statistics for all items.
- The City will approve only one price adjustment for each contract term if a price adjustment is approved.
- Should be effective sixty (60) days from the date of receipt of the contractor's request.

### **PROJECT REQUIREMENTS AND ESTIMATED QUANTITIES**

This is a requirements contract for providing a readily available source to serve at the city's discretion for services specified. The estimated annual expenditure for such requirements as stated on the quotation sheet represents only the city's best estimates, and is not to be taken as a guarantee of any specific dollar expenditure. The quantities specified in this solicitation are estimates only, and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity that will be ordered since the actual volume will depend upon circumstances that develop during the contract period.

### **OPTIONAL ITEMS**

Items/groups designated optional in the technical specifications and bid proposal form may be exercised or deleted in their entirety from the contract at the discretion of the City.

Any increase or decrease in the quantity of items, or their deletion will not be considered justifiable claim for compensation in addition to the contract unit bid price in the proposal.

### **SUBCONTRACTORS**

All subcontractors who will be assigned direct work on this project should be identified and is subject to approval by the City before their work starts.

### **PAYMENT**

Monthly, the Contractor shall submit to the City an invoice for regular maintenance in accordance with this bid.

Payment will be made monthly, upon receipt of a correct invoice and upon inspection and acceptance of all work by Contract Administrator.

Original invoices referencing the purchase order number should be sent to:

City of Rockville  
Attn: Public Works Department  
111 Maryland Avenue  
Rockville, MD 20850

Should work not be completed satisfactorily, the City reserves the right to deduct payment for corrections not made in proportion with the prices quoted. The amount to be deducted will be at the discretion of the Contract Administrator. If the City requires outside services or the use of City Personnel to correct noted deficiencies, the Contractor will be back charged for costs incurred.

### **ADDITIONS AND DELETIONS**

The City reserves the right to add similar items/services or delete items/services specified in the resultant contract as requirements change during the period of the contract. The City of Rockville and the Contractor will mutually agree to prices for items/services to be added to the contract, or can conduct the work on the basis of time and materials at the labor unit prices listed in the contract.

### **TIME FOR PERFORMANCE OF WORK**

Unless otherwise agreed upon by the contract administrator or stated herein, shelter installation work shall be completed within the following time frame starting from the day of issuance of the work order.

Bus Stop maintenance or installation of various amenities – 15 calendar days  
Bus Stop Improvements (concrete work and new shelters) – 30 calendar days  
Cleanup of Broken Panels – 24 hours  
Cleanup of Human Waste and Sanitize – 24 hours  
Removal of Graffiti – 48 hours  
Replacement of Broken Panels – 7 calendar days  
Priority one stops snow removal – 24 hours  
Priority two stops snow removal – 48 hours

### **LIQUIDATED DAMAGES – FAILURE TO RESPOND**

All work must be performed within the timeframes set forth in the “Time for Performance of Work” provision above. Unless a written extension of time has been granted by the city, liquidated damages will be collected by the city for each and every day of delay.

Because of the difficulty in computing the actual material loss and disadvantage to the city caused by the delay, it is determined in advance and agreed by the parties hereto that the contractor will pay the city

the amount of \$100 per day of delay. 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 that it does not constitute a penalty.

Liquidated damages shall be deducted from the payment to the contractor on the next monthly invoice.

### **EMERGENCY CONTACTS**

The Contractor shall provide at least two telephone numbers on which emergency service can be requested. At least one crew of qualified maintenance technicians and necessary equipment shall be available "on call" on a 24-hour per day basis.

### **EMERGENCY RESPONSE**

In cases where a bus stop facility is damaged due to accident, vandalism, or other incidence, and is deemed an emergency, it shall require an immediate response to protect public health and safety. The contractor shall removal debris and damaged units within twelve (12) hours of notification of phone or email from the contract administrator that an emergency situation exists. Failure of the contractor to meet these requirements shall constitute a breach of contract.

### **WARRANTY**

All work and parts provided under this contract shall have, as a minimum, a two-year warranty from date of final acceptance thereof against any latent defects, design, materials, workmanship, installation, fraud, or such gross mistakes as may amount to fraud. Copies of warranties shall be submitted to the Contract Administrator after completion of work.

When defective work and/or materials are found during the warranty period, the Contract Administrator shall notify the Contractor, in writing, and the contractor shall respond within seven (7) days of the notification. Upon receipt of notice from the City, of failure of any item or appurtenance thereto or signs of deterioration during the warranty period, the Contractor shall, at his own expense promptly adjust or repair or furnish and install necessary replacement parts of design, workmanship, materials approved by the City or replace item completely.

### **CONCRETE**

All concrete work shall be in accordance with Section 801 of the latest version of the SHA Standard Specifications for Construction and Materials, as revised.

If concrete is placed during cold weather, proper precautions, treatment and protection shall be used in accordance with approved practices. In any weather, a curing time of at least forty-eight (48) hours shall be allowed before any strain or pressure is applied.

### **MAINTENANCE OF TRAFFIC**

Roadways upon which work is performed shall be kept open to traffic. The safe and continuous maintenance of vehicular and pedestrian traffic on existing roadways and sidewalks shall be required at all times during the execution of this contract. Use of public ways may be restricted in accordance with the necessities of maintenance and construction activity, but in no case shall such restrictions be greater than absolutely necessary to the performance of the work.

All maintenance of traffic activities shall be in accordance with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD), and with Maryland SHA standards for work zone traffic control. For work

that is brief in duration, reference is made to the SHA's work zone standards for moving and mobile operations. Upon request, the City will furnish copies of individual SHA standards to the Contractor. During restrictions to traffic, the Contractor shall provide, at his own expense, all barricades, signage, arrow boards, and/or flaggers, or any other such protection of traffic as deemed necessary by the City Engineer. All workers in each crew shall wear orange safety vests. All flaggers shall use and shall be trained in the use of STOP/SLOW paddles as required by the SHA.

Except in connection with emergency service, the Contractor shall not be permitted to work within and close any traffic lane between the hours of 7:00 AM to 9:00 AM and 3:30 PM to 6:00 PM, Monday through Friday. The Contractor shall be solely responsible for the care and protection of ongoing work. The Contractor shall adequately protect all openings and uncompleted work, which may constitute a hazard to traffic, either vehicular or pedestrian, both during and after work hours.

### **PRESERVATION OF PROPERTY**

The Contractor shall not enter upon private property for any purpose without obtaining permission. The Contractor shall also be responsible for the preservation of all public and private property, trees, monuments, highway signs and markers, and other structures along and adjacent to the work, and shall use every precaution necessary to prevent damage or injury thereto.

If it becomes necessary that sidewalk, landscaping, etc. be removed, it shall be replaced in accordance with the Engineer's directions, and the applicable standards of the City or the SHA as may be appropriate. Earth areas that are denuded because of the Contractor's activities shall be restored by seeding or sodding to the Engineer's satisfaction. All work areas shall be cleared of debris and trash at the completion of the work. The costs of minor landscape restoration, seeding, and site cleanup are to be considered incidental to the total cost of the contract.

Highway signs and markers shall be carefully removed, stored in a manner to keep them clean and dry.

### **UTILITIES**

The Contractor shall be responsible for contacting proper authorities to make any required adjustments to existing utilities.

Prior to performing any excavation work, the Contractor shall arrange to have underground utilities located and marked by Miss Utility and shall comply with all clearances and requirements as appropriate. Miss Utility can be reached at 1-800-257-7777 on a 24-hour basis, at a minimum of 72 hours in advance of any work. Underground water lines, sewers, storm drains, and traffic signal conduits that are maintained by the City will also be located as part of the Miss Utility ticket.

With regard to overhead utilities, all work performed shall conform to the Maryland High Voltage Act (Article 89, Annotated Code of Maryland).

If during the course of the work the Contractor should encounter an underground or overhead utility that is unmarked or of unknown origin, he/she shall immediately notify the Engineer and take all precautions to protect the utility until it can be relocated, marked, or abandoned as appropriate. Unless incorrectly marked, the Contractor shall be responsible for all damage to utilities occurring during the work. The Contractor shall provide, at his/her own expense, for restoration of the utility to the condition existing at the time of the damage occurrence.

The cost of marking and avoiding utilities, including any delays, work relocations and repair of damages that might occur, shall be regarded as incidental to the contract and should be considered as such in preparation of the bid.

The Contractor will not be held responsible for relocating utilities legitimately encountered during the course of the work and may seek relief as needed in the form of additional compensation, extensions of time, or both.

#### **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 contract.

#### **USE OF CONTRACT BY OTHER PUBLIC BODIES**

Bidders are advised that the resultant contract(s) may be extended, with the authorization of the Bidder to other public bodies, or public agencies or institution of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement or orders, issuance of the purchase orders, contractual disputes, invoicing and payment. The City of Rockville acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have NO EFFECT on consideration of your bid.

It is the Contractor's responsibility to notify the public body(s) of the availability of the contract.

The City of Rockville shall not be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

#### **CONTRACT ADMINISTRATOR**

Andrew Luetkemeier, P.E., PMP  
Principal Transportation Engineer  
Department of Public Works  
111 Maryland Avenue  
Rockville, MD 20850  
Telephone 240-314-8524  
Email: [aluetkemeier@rockvillemd.gov](mailto:aluetkemeier@rockvillemd.gov)



City of Rockville

Rockville, Maryland

**INVITATION FOR BID # 31-24  
BUS STOP MAINTENANCE**

**Section 4: Technical Specifications**

## **TRASH REMOVAL**

Trash removal is the primary need for this contract as it is needed on a year-round, regularly scheduled basis. The city has a list of stops and frequency of pickup schedule. Currently, the schedule includes 590 pickups per month at 96 different stops. However, this schedule is subject to modification at any time should changes be necessary to meet the needs of the city. Therefore, a specific number of monthly pickups is not guaranteed, and can be increased or decreased at any point during the life of the contract. The current pickup schedule with frequencies is listed in Appendix A.

Payment for trash removal shall be made on a per pickup basis, regardless of trash can size, and shall include removal of the bag from the trash can on site, and replacement with a new bag securely placed within the trash can. Trash bags collected from stops shall be disposed of in a proper and legal manner off site. Payment shall also include picking up any debris or litter within a 10 foot radius around the bus stop at the time of trash collection for the stop.

## **BUS SHELTER MAINTENANCE**

### Graffiti Removal

The contractor shall furnish all labor, equipment and supplies necessary for, and incidental to the removal of any graffiti at bus stops. Graffiti can be found on signs, glass, bus shelter frames, benches, and concrete. Regardless of the material where the graffiti is located, the price for removal shall be the same. Payment will be made per square foot of graffiti removal in increments of 0.5 square feet.

### Replace Broken Panels

When panels are broken, the contractor shall immediately remove all broken glass from the site and dispose of it off site. This shall include all glass on the ground, as well as any glass fragments remaining in the shelter frame. The contractor shall furnish replacement glass panels and provide all labor, equipment and supplies necessary for, and incidental to the replacement of missing panels. Payment shall be made for the complete removal and replacement of broken panels per each panel.

### Clean Human Waste and Sanitize

The contractor shall furnish all labor, equipment, and supplies necessary for, and incidental to the removal of any feces, vomit, or any other human waste, and the proper sanitization of the area affected. This can include any or all affected benches, shelter panels, or concrete pads. Payment shall be made for the complete cleaning of all affected surfaces per each occurrence.

## **AMENITIES INSTALLATION**

### Shelter

The contractor shall furnish all labor, equipment, and supplies necessary for, and incidental to the installation of bus shelters. The city will furnish the shelter materials to the contractor. The cost shall include the pickup of unassembled shelter from a city facility, to be determined, and transport to the bus stop where installation is proposed. Size of shelters vary from approximately 8 feet long, 6 feet wide, and 8 feet high to 15 feet long, 5 feet wide, and 8 feet high. This pay item shall consist of safe and secure transport of unassembled shelter sections, assembling the shelter and accompanying bench in accordance with the manufacturer's instructions on a concrete pad, and the cleanup and removal of all construction debris and excess materials from the site. Payment will be made per shelter installation.

#### Bench or Alternative Seating

The contractor shall furnish all labor, equipment, and supplies necessary for, and incidental to the installation of bus stop benches or alternative seating options for bus stops. The city will furnish either a 4 foot, 6 foot, or 8 foot long metallic, wooden, or composite bus bench, or an alternative style seating option of a similar or smaller size and material. Benches or alternative seating options are either surface mounted on concrete hardscape, embedded in concrete or turf landscape, or attached to a post or existing foundation. Installation shall occur in accordance with the manufacturer's instructions. Site preparation shall be incidental to the installation of the new bench and can include any excavation, grubbing, leveling, and soil preparation. Payment will be made per each bench.

#### Leaning Rail

The contractor shall furnish all labor, equipment, and supplies necessary for, and incidental to the installation of leaning rails. The city will furnish either 4 foot, or 6 foot freestanding leaning rails, or wall mounted leaning rails. The materials are typically 32 inches from the ground. Installation shall occur in accordance with the manufacturer's instructions. Site preparation shall be incidental to the installation of the leaning rail and can include any excavation, grubbing, leveling, and soil preparation. Payment will be made per each leaning rail.

#### Trash Can

The contractor shall furnish all labor, equipment, and supplies necessary for, and incidental to the installation of trash cans at bus stops. The city will furnish trash cans to the contractor for placement. Trash cans are most commonly small pole mounted cans, or large ground mounted cans. For pole mounted installations, the top of the can shall be installed no higher than 4 feet. Ground mounted cans shall not prevent ADA access to a lowered bus ramp, nor block the pedestrian clear space along a sidewalk. Payment will be made per each trash can installation for either large or small.

#### Bike Rack

The contractor shall furnish all labor, equipment, and supplies necessary for, and incidental to the installation of bike racks. The city will furnish an inverted U or similar type, likely made from 1/5 inch schedule 40 powder coated pipe and approximately 14, 18, or 21 inches wide and approximately 3 feet in height. Bike racks are either surface mounted on concrete hardscape or embedded in concrete or turf landscape. Installation shall occur in accordance with the manufacturer's instructions. Site preparation shall be incidental to the installation of the new bench and can include any excavation, grubbing, leveling, and soil preparation. Payment will be made per each bike rack.

#### Concrete Pads and Sidewalks

The contractor shall furnish all labor, equipment, and supplies necessary to pour 6 inch thick concrete pads for bus stops or connecting sidewalks. All new sidewalk and concrete pads shall be placed in accordance with the most recent accessibility guidelines of the Americans with Disabilities Act (ADA) and shall be in accordance with Section 603 of the Maryland State Highway Administration Standard Specifications. Typical concrete pads will have the dimensions of 7 feet by 22 feet, but may be modified as necessary by the city. Typical sidewalk widths are five feet. All site preparation necessary including clearing and grubbing, excavation, and subgrade preparation shall be incidental to the placement of concrete. All restoration of disturbed area, including grading and placement of topsoil and placement of grass seed shall be incidental to the placement of concrete. Payment will be made per square foot of concrete placed.

## **SNOW REMOVAL OPERATIONS AND PRETREATMENT**

The awarded contractor is to provide the management, supervision, labor, equipment, materials, supplies, and tools necessary to perform snow and ice removal services for bus stops in accordance with the scope of work as outlined herein.

All work associated with pretreatment, and/or snow or ice removal performed under this contract must have specific verbal or written authorization from the contract manager.

When inclement weather is scheduled to occur, the contract manager shall notify the contractor by phone or email to activate snow and ice removal equipment and crews. The plan for how to treat storm will be made at that time. The contractor shall provide the contract manager with an emergency phone number that will be available 24 hours a day, 7 days a week, to use for updates on the progress of the clearing operations.

Prior to the storm, the decision of whether to pretreat bus stops in anticipation of storm shall be made. If authorized to do so, pretreatment shall occur from 12 to 36 hours prior to the anticipated start of the storm. Work will consist of applying an anti-icing treatment to the pavement to prevent a bond from forming between the pavement and the snow and ice. At the time of authorization, the contract manager will provide the list of bus stops to the contractor to pre-treat.

When the contractor has been given approval for snow clearing operations, the work shall begin within 2 hours after the precipitation has stopped, or at a time mutually agreed to by the contract manager and the contractor, depending on road and weather conditions. At the time of authorization, the contract manager will provide the list of bus stops to the contractor for snow/ice removal.

The contractor must shovel, sweep, and remove snow and/or ice at the waiting areas of the designated bus stops and clear a minimum 5 foot wide pathway to the curb where loading and unloading occurs. In addition, if the location of the bus stop is within 100 feet of the cross street, the contractor shall also clear a minimum 5 foot path, or full width if the sidewalk width is less than 5, from the bus stop to the intersection. The snow must be pushed aside or placed in locations so as not to interfere with the free movement of the buses on the roadway, the riders boarding and alighting buses, or any other pedestrian pathways. Ice melt will then be spread over all bus waiting and loading areas, and the cleared areas at each bus stop.

For the purposes of this contract, snow events will be classified by the amount of accumulation that occurs. Priority one events will be classified when the snow or ice accumulations are 6 inches or less. Priority two events will be where snow or ice accumulations are between 6 inches and 14 inches. Priority three events are considered major storms and have accumulations that exceed 14 inches, or are a series of events without interim melting, in which total accumulations on the ground exceed 14 inches.

### **Priority One Event**

Priority one events will be paid for at the contract rate for per each stop. Work will be begin once authorized and within two hours after precipitation has stopped falling. All work for priority one events shall be completed within 24 hours.

### Priority Two Event

Priority two events will be paid for at the contract rate per each stop. Work will begin once authorized and within two hours after precipitation has stopped falling. All work for priority two events shall be completed within 48 hours.

### Priority Three Event

Priority three events will be paid for at the contract rate per each stop. The stops should be cleared as soon as possible within a timeframe agreed upon by the contractor and contract manager, given road and weather conditions. Locations for priority three events will be identified when weather, snow, and road clearing activities can be assessed to determine the greatest need. It is expected that these events will require clearing along major arterial roadways. These events will often involve the removal or significant accumulations of ice packed snow and residually plowed snow along heavily traveled roadways.

Following any given storm event, individual bus stop locations may be reported to the city for clearing. If these are passed along to the contractor, these hazardous bus stops will be cleared within four hours of being reported to the contractor at the rate for the corresponding snow event.

## **UNSCHEDULED WORK**

The city may request work under this contract that is not explicitly specified in this document. For tasks that are not listed on the quotation sheet, they will be performed as unscheduled work. In these instances, there will either be an agreed upon price between the contractor and the contract manager, or the work will be based on time and materials. For time and materials, the labor charges will be established by contract according to the following labor categories.

### Unskilled Worker

Workers who have no special training or experience to perform the labor that may be physically taxing, such as manual labor, standing, lifting, bending, pushing, holding, carrying and/or otherwise moving light to very heavy objects, removing construction debris, and loading/offloading trucks at a proficient level. This role primarily receives and carries out instructions.

### Skilled Worker

Lead level role, with specialized training and experience performing skilled trade work as well as basic tasks. Assigns work and provides instruction and assistance to other crew members to include construction, alteration, repair and modification of structures. This role coordinates work, provides and receives instructions or information and resolves basic work issues.

### Supervisor

A supervisor is defined as a skill lead level role, who coordinates work, provides/receives instructions or information to resolve work issues. This role assigns work and provides assistance to other crew members, and coordinates plans and prepares estimates for projects, and can perform administrative functions associated with documenting and certifying completion of the scope of work with the accurate recordation of crew member time. This role should have the requisite skills to apply conventional and advanced level trade practices in carrying out a broad range of general assignments. Work is performed in a self directed manner and requires planning the sequence of actions and independently selecting the appropriate methods and procedures.

## **OPTIONAL ITEMS**

### **Bus Shelter Cleaning**

The contractor shall furnish all labor, equipment, and supplies necessary for, and incidental to the cleaning of bus shelters and coordinated amenities. This can be in the form of hand cleaning or with a pressure washer. All surfaces of the shelter, inside and outside, shall be cleaned of all dirt, dust and grime when the work is performed. This work can take place on a seasonal basis in bulk, generally in May and June as funding permits, or on an individual basis at any time as deemed necessary by the city. Payment shall be made for the complete cleaning of the shelter and coordinated amenities on per stop basis.

RideOn Stop ID	Direction	Location	Trash Can	Shelter	Trash Pick-Ups	Times per Month	Pick-Up Days
20216	W	Baltimore Rd & Cove Ln	L	X	weekly	4	
20204	E	Baltimore Rd & Denham Rd	S		every 2 weeks	2	
20228	N	Baltimore Rd & Taylor Ave	S		every 2 weeks	2	
27736	N	Chapman Ave & Bouic Ave	L	X	3 per week	12	
21176	W	College Parkway & 355	S		every 3 days	8	
21174	E	College Parkway & 355	S		every 3 days	8	
21218	S	Congressional Ln & E Jefferson St	S	X	weekly	4	
21220	S	Congressional Ln & Rollins Ave	S	X	weekly	4	
23400	W	E Jefferson & Maryland Ave	S	X	every 3 days	8	
29224	N	E. Jefferson & Congressional Ln	L	X	weekly	4	
29222	N	E. Jefferson & Halpine Rd	L	X	weekly	4	
23410	S	E. Jefferson & Lorraine Dr	L	X	weekly	4	
23408	S	E. Jefferson & Rollins Ave	L	X	weekly	4	
22086	N	Falls Rd & Dunster Rd	S		every 2 weeks	2	
22088	E	Falls Rd & Kersey Ln	S		every 2 weeks	2	
22676	E	Frederick Ave & Moore	L		every 2 weeks	2	
22668	S	Frederick Rd & College Pkwy	S		every 3 days	8	
22660	S	Frederick Rd & Redland	L	X	every 3 days	8	
22662	S	Frederick Rd & Watkin Pond	L	X	every 3 days	8	
23212	E	Halpine Rd & E. Jefferson St	L	X	weekly	4	
23222	W	Halpine Rd & E. Jefferson St	L	X	weekly	4	
23214	E	Halpine Rd & Rockville Pike	L	X	every 3 days	8	
23220	W	Halpine Rd & Rockville Pike	L	X	weekly	4	
14896	S	Hungerford Dr #451	L	X	every 3 days	8	
28766	N	Hungerford Dr #451	L	X	every 3 days	8	
28764	N	Hungerford Dr & Beall Ave	L	X	every 3 days	8	
23324	N	Hungerford Dr & Frederick	L		every 3 days	8	
22670	S	Hungerford Dr & N Campus Dr	S	X	every 3 days	8	
24148	N	Monroe St & Monroe Pl	L		every 3 days	8	
24150	S	Monroe St & Monroe Pl	L	X	every 3 days	8	
28212	N	N Horners Ln & Lincoln	S		every 2 weeks	2	
26184	N	N Stonestreet Ave & Frederick	S		3 per week	12	
26182	N	N Stonestreet Ave & Spring Ave	S		every 2 weeks	2	
26944	S	N Washington St & Beall Ave	S		every 3 days	8	
26942	S	N Washington St & Dawson Ave	L	X	3 per week	12	
26946	S	N Washington St & Middle Ln	S		every 3 days	8	
26936	N	N. Washington St & Dawson Ave	S	X	3 per week	12	
24598	W	Norbeck Rd & Avery	S	X	every 2 weeks	2	
24553	W	Norbeck Rd & Baltimore	S		every 2 weeks	2	
24868	N	Piccard Dr & Gude Dr	L	X	every 2 weeks	2	
24882	S	Piccard Dr & Gude Dr	S	X	every 2 weeks	2	
25270	S	Research Blvd & Research Ct	S		every 2 weeks	2	
25244	N	Research Blvd 1600	S	X	every 2 weeks	2	
25572	N	Rockville Pike & Mt. Vernon	S	X	every 3 days	8	
25554	N	Rockville Pk & Bouic Ave	L	X	every 3 days	8	
25556	N	Rockville Pk & Halpine Rd	L	X	every 3 days	8	
25594	S	Rockville Pk & Halpine Rd	L	X	every 3 days	8	
25558	N	Rockville Pk & Congressional Ln	L	X	every 3 days	8	
25592	S	Rockville Pk & Congressional Ln	S	X	every 3 days	8	
25582	S	Rockville Pk & Edmonston	S		every 3 days	8	
25570	N	Rockville Pk & First St	S		every 3 days	8	
25578	S	Rockville Pk & Mt. Vernon Pl	L	X	every 3 days	8	
25576	S	Rockville Pk & Richard Mont. Dr	L	X	every 3 days	8	
25564	N	Rockville Pk & Talbott St	S		every 3 days	8	
25586	S	Rockville Pk & Talbott St	L	X	every 3 days	8	
25560	N	Rockville Pk & Templeton	L	X	every 3 days	8	
25590	S	Rockville Pk & Templeton	L		every 3 days	8	
25596	S	Rockville Pk & Thompson Ave	S	X	every 3 days	8	
25566	N	Rockville Pk & W Edmonston Dr	S	X	every 3 days	8	
25562	N	Rockville Pk & Woodmont	L	X	every 3 days	8	
25568	N	Rockville Pk & Wooton Pkwy	L		every 3 days	8	
25580	S	Rockville Pk & Wooton Pkwy	S		every 3 days	8	
17233	S	Rockville Pk @ #1001	L	X	every 3 days	8	
25904	N	Seven Locks Rd & Fortune Terr	L	X	weekly	4	
25956	E	Shady Grove & Choke Cherry	S	X	weekly	4	
26132	E	Southlawn Ln & Horners Ln	S		every 2 weeks	2	
26134	W	Southlawn Ln & Horners Ln	S		every 2 weeks	2	
26312	E	Taft St & 1st St	L	X	every 2 weeks	2	
26316	W	Taft St & Gude Dr	S		weekly	4	
26548	N	Twinbrook Pk & Marshall	L	X	weekly	4	
26558	S	Twinbrook Pk & Marshall	S	X	weekly	4	
26554	S	Twinbrook Pkwy & Fletcher Pl	L	X	weekly	4	

14640	N	Veirs Mill & Atlantic	L	X	every 3 days	8	
14652	S	Veirs Mill & Atlantic	L	X	every 3 days	8	
14659	S	Veirs Mill & Dodge St	L	X	every 3 days	8	
14646	N	Veirs Mill & Edmonston	L	X	every 3 days	8	
14662	S	Veirs Mill & Edmonston	L	X	every 3 days	8	
14660	E	Veirs Mill & First St	S		every 3 days	8	
14639	N	Veirs Mill & Meadow Hall	L	X	every 3 days	8	
14653	S	Veirs Mill & Meadow Hall	L	X	every 3 days	8	
14638	N	Veirs Mill & Twinbrook Pk	S	X	every 3 days	8	
14661	S	Veirs Mill & Woodburn	S		every 3 days	8	
24168	E	W Montgomery Ave & Adclare	S		weekly	4	
21658	E	W Montgomery Ave & Hurley Ave	S		weekly	4	
24172	E	W Montgomery Ave & Laird St	S	X	daily	30	
27618	E	Wootton High School	S		weekly	4	
27650	W	Wootton High School	L	X	every 3 days	8	
27628	S	Wootton Pkwy & Falls Rd	L	X	every 2 weeks	2	
27640	W	Wootton Pkwy & Falls Rd	S		weekly	4	
27632	E	Wootton Pkwy & Henslowe	S		every 2 weeks	2	
27636	W	Wootton Pkwy & Henslowe	S		every 2 weeks	2	
27614	S	Wootton Pkwy & Hurley Ave	S		weekly	4	
27654	N	Wootton Pkwy & Hurley Ave	S	X	weekly	4	
27616	E	Wootton Pkwy & Ritchfield Ct	S		weekly	4	
27652	W	Wootton Pkwy & Ritchfield Ct	S		weekly	4	
27634	W	Wootton Pkwy & Seven Locks	L	X	every 2 weeks	2	
<b>TOTAL PICK-UPS</b>						590	



City of  
**Rockville**  
Get Into It

City of Rockville  
Rockville, Maryland

## **BID PROPOSAL FORMS**

### **INVITATION FOR BID # 31-24 BUS STOP MAINTENANCE**

**THESE FORMS MUST BE COMPLETED, SIGNED AND  
SUBMITTED**

In response to the advertisement by the City of Rockville inviting bids for the work and in conformance with the bid document on file in the Purchasing Division of the City of Rockville, we hereby certify that we are the only person, or persons interested in this bid proposal as principals, and that an examination has been made of the work site, the specifications, the plans and the bid documents. We propose to furnish all necessary machinery, materials, equipment, tools, labor and other means of construction required to complete the project. Bidders must bid all items.

The following items shall be performed per the referenced Standard Specification and the Contract Documents. Measurement and Payment shall be as described in the Technical Specifications unless otherwise specified in the Contract Documents. All work items described in the Contract Documents that are not referenced by a specific pay item shall be considered incidental to all other items in the Contract Documents.

**CITY OF ROCKVILLE  
ROCKVILLE, MARYLAND**

**INVITATION FOR BID #31-24  
BUS STOP MAINTENANCE**

**BID PROPOSAL  
FORM**

**THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED**

IN ACCORDANCE WITH ALL TERMS, SPECIFICATIONS AND REQUIREMENTS, WE PROPOSE TO FURNISH ALL LABOR, EQUIPMENT, MATERIALS AND SERVICES AND THE PERFORMANCE OF ALL WORK NECESSARY TO CONSTRUCT THE STORMWATER MANAGEMENT FACILITY RETROFIT PROJECT. PROVIDE PRICING BELOW TO INCLUDE OVERHEAD, PROFIT, TAXES, INSURANCE AND OTHER APPLICABLE FEES AND COSTS.

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	EXTENDED PRICE
1	TRASH REMOVAL	EACH	7,080		
2	GRAFITTI REMOVAL	SF	80		
3	REPLACE BROKEN PANELS	EACH	30		
4	CLEAN HUMAN WASTE AND SANITIZE	EACH	8		
5	SHELTER INSTALLATION	EACH	2		
6	BENCH OR ALTERNATIVE SEATING INSTALLATION	EACH	2		
7	LEANING RAIL INSTALLATION	EACH	2		
8	TRASH CAN INSTALLATION	EACH	2		
9	BIKE RACK INSTALLATION	EACH	4		
10	CONCRETE PAD AND SIDEWALKS	SF	500		

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	EXTENDED PRICE
11	SNOW/ICE PRETREATMENT	EACH	100		
12	SNOW/ICE REMOVAL – PRIORITY ONE EVENT	EACH	100		
13	SNOW/ICE REMOVAL – PRIORITY TWO EVENT	EACH	50		
14	SNOW/ICE REMOVAL – PRIORITY THREE EVENT	EACH	25		
15	UNSKILLED WORKER LABOR RATE	HOUR	20		
16	SKILLED WORKER LABOR RATE	HOUR	20		
17	SUPERVISOR LABOR RATE	HOUR	20		
			<b>TOTAL</b>		

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	EXTENDED PRICE
<b>OPTIONAL ITEMS</b>					
1	BUS SHELTER CLEANING	EACH	40		

Write the Total Bid Price for items 1-17 for the IFB #31-24, BUS STOP MAINTENANCE 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 be effective from the date of award to June 30, 2024. The City reserves the right to extend the contract for five additional one-year terms, through June 30, 2029.

Multi-year contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by the Mayor and Council of Rockville. In the event that the Mayor and Council does not grant necessary funding appropriation, then the affected multi-year contractors become null and void, effective July 1 of the fiscal year for which such approvals have been denied.

Confirm your ability to meet the above schedule. \_\_\_\_\_ YES \_\_\_\_\_ NO

**This bid and its Firm Fixed Prices shall remain valid through October 31, 2024 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. 31-24 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.

**Comprehensive Signature Page**

**BIDDER MUST COMPLETE UNDER APPROPRIATE SECTION & RETURN WITH BID**

**Instruction for Signature on Bid Proposal**

The bid, if submitted by an individual, shall be signed by an individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation the same shall be signed by the President and attested by the Secretary or an Assistant Secretary. If not signed by the President as aforesaid, there must be attached a copy of that portion of the By-Laws, or a copy of a Board resolution, duly certified by the Secretary, showing the authority of the person so signing on behalf of the corporation. In lieu thereof, the corporation may file such evidence with the Administration, duly certified by the Secretary, together with a list of the names of those officers having authority to execute documents on behalf of the corporation, duly certified by the Secretary, which listing shall remain in full force and effect until such time as the Administration is advised in writing to the contrary. In any case where a bid is signed by an Attorney in Fact the same must be accompanied by a copy of the appointing document, duly certified.

IF AN INDIVIDUAL					
Individual Name					
DBA					
Address					
City		State		ZIP	
Signature					
Printed Name					
Title					
Date					
Witness Signature					
Witness Name					
Witness Title					
Date					

<b>IF A PARTNERSHIP</b>				
Name of Partnership				
Address				
City		State		ZIP
Member Signature				
Printed Name				
Title				
Date				
Witness Signature				
Witness Name				
Witness Title				
Date				

IF A CORPORATION					
Name of Corporation					
Address					
City		State		ZIP	
Fed ID or SSN					
State Of Incorporation					
Signature					
Printed Name					
Title					
Date					
Witness Signature					
Witness Name					
Witness Title					
Date					

CONTACT FOR ADMINISTRATION	
Individual Name	
e-mail	
Telephone	
FAX	
EMERGENCY SERVICE (24hr.) PHONE	

REMITTANCE ADDRESS (if different than organizational address above)					
Address					
City		State		ZIP+4	

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

**AFFIDAVIT OF QUALIFICATION TO CONTRACT WITH A PUBLIC BODY**  
**BIDDER MUST COMPLETE, SIGN, AND RETURN WITH BID**

I hereby affirm that: I am the \_\_\_\_\_ (insert title) and the duly authorized representative of \_\_\_\_\_ (insert organization name) 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 affirm:

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

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:

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

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

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

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

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

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

I acknowledge that this Affidavit shall 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.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**NON—COLLUSION AFFIDAVIT**  
**BIDDER MUST COMPLETE, SIGN, AND RETURN WITH BID**

I hereby affirm that: I am the \_\_\_\_\_ (insert title) and the duly authorized representative of \_\_\_\_\_ (insert organization name) 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 affirm:

1. I 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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**BUS STOP MAINTENANCE EXPERIENCE**

**BIDDER REFERENCE FORM**

**BIDDER MUST COMPLETE AND SUBMIT 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			

**BIDDER REFERENCE FORM - BIDDER MUST COMPLETE AND SUBMIT WITH BID**

#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			

**BIDDER REFERENCE FORM - BIDDER MUST COMPLETE AND SUBMIT WITH BID**

#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			

**SUB-CONTRACTOR 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			

**SUB-CONTRACTOR REFERENCE FORM**  
**BIDDER MUST COMPLETE AND SUBMIT WITH BID**

#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	
Description of Project Work			

**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



**SAMPLE**  
**Do Not Complete or Return**

**CONTRACT PERFORMANCE BOND**

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

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a  
certain contract with the City, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2022, a copy of which  
is hereto attached and made a part hereof for the construction of IFB 10-21 SWM FACILITIES  
IMPROVEMENTS – MT. VERNON RETROFIT AND CITY OF ROCKVILLE WATER  
TREATMENT PLANT STREAM STABILIZATION AND INFRASTRUCTURE  
PROTECTION.

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

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

CONTRACT PERFORMANCE BOND

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

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

\_\_\_\_\_  
Corporate Secretary or Asst. Secretary  
  
\_\_\_\_\_  
(Print or Type Name and Title)

\_\_\_\_\_  
Principal  
  
By \_\_\_\_\_ (Seal)  
President or Vice President  
  
\_\_\_\_\_  
(Print or Type Name and Title)

\_\_\_\_\_  
(Address)

ATTEST:

\_\_\_\_\_  
Witness as to Surety  
  
\_\_\_\_\_  
(Print or Type Name and Title)

\_\_\_\_\_  
Surety  
  
By \_\_\_\_\_ (Seal)  
Attorney-in-Fact  
  
\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

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

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



**SAMPLE**  
**Do Not Complete or Return**

**CONTRACT PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: That we (1) \_\_\_\_\_  
\_\_\_\_\_ a (2) \_\_\_\_\_

\_\_\_\_\_ hereinafter called "Principal" and (3) \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_, State of \_\_\_\_\_ hereinafter called the "Surety", are held and firmly bound unto (4) The Mayor and Council, of Rockville, Maryland, hereinafter called "City", in the penal sum of (*100% of Contract Amount*) \_\_\_\_\_ (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the City, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2024, a copy of which is hereto attached and made a part hereof for the construction of: IFB 10-21 SWM FACILITIES IMPROVEMENTS – MT. VERNON RETROFIT AND CITY OF ROCKVILLE WATER TREATMENT PLANT STREAM STABILIZATION AND INFRASTRUCTURE PROTECTION.

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

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

CONTRACT PAYMENT BOND

PAGE 2

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

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the \_\_\_\_ day of \_\_\_\_\_ 2024.

ATTEST: \_\_\_\_\_  
Principal  
\_\_\_\_\_  
Corporate Secretary or Asst. Secretary By \_\_\_\_\_ (Seal)  
President or Vice President  
\_\_\_\_\_  
(Print or Type Name and Title) \_\_\_\_\_  
(Print or Type Name and Title)  
\_\_\_\_\_  
(Address)

ATTEST: \_\_\_\_\_  
Surety  
\_\_\_\_\_  
Witness as to Surety By \_\_\_\_\_ (Seal)  
Attorney-in-Fact  
\_\_\_\_\_  
(Print or Type Name and Title) \_\_\_\_\_  
(Print or Type Name)  
\_\_\_\_\_  
(Address) \_\_\_\_\_  
(Address)

- NOTE: Date of Bond must not be prior to date of Contract.
- (1) Correct name of Contractor
  - (2) A Corporation, a Partnership or an Individual
  - (3) Name of Surety
  - (4) Name of City
  - (5) If Contract is Partnership, all partners should execute bond.