



City of Rockville
Rockville, Maryland

INVITATION FOR BIDS 03-26

CITY OF ROCKVILLE PARK ROAD CSX BRIDGE PAINTING

Bids Due by September 4, 2025, at 2:00 P.M. EST

ISSUED BY:

TJ Ellison, CPPB
Principal Buyer
Procurement Department
City of Rockville, City Hall
111 Maryland Avenue, 1st Floor
Rockville, Maryland 20850
Phone: (240) 314-8430
Fax: (240) 314-8439
ISSUED ON: August 6, 2025

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

MFD-V Outreach Program

It is the intent of the City of Rockville to increase opportunities for minority, female, disabled or veteran (MFD-V) owned businesses to compete effectively at supplying goods, equipment, and services to the City, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economical considerations, including subcontracting or mentoring opportunities. Suggested changes and MFD-V enhancements to this solicitation's requirements for possible consideration and/or inclusion in future solicitations are strongly encouraged. Any questions regarding MFD-V outreach or questions/concerns regarding the City's bidding process should be addressed to procurement@rockvillemd.gov or 240-314-8430.

5% Bid Bond Required



Statement of "No Bid Submittal"

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

I/WE HAVE DECLINED TO BID ON **IFB 03-26**, titled **CSX PARK ROAD BRIDGE PAINTING** for the following reason(s): [Please place a check mark (✓) next to the reason(s) as applicable]

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

REMARKS:

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

Company Name: _____

Mailing Address: _____

Telephone Number: _____ Email Address: _____

Authorized Signatory

Printed Name

Title

Date

**CITY OF ROCKVILLE
ROCKVILLE, MARYLAND**

**INVITATION FOR BIDS 03-26
PARK ROAD CSX BRIDGE PAINTING**

TABLE OF CONTENTS

| Section | Contents |
|---------|--|
| I | Announcement, Description and General Information |
| II | General Terms, Conditions, and Instructions to Bidders |
| III | Special Provisions |
| IV | Specifications |
| V | Bid Proposal Form and Required Forms |
| VI | <u>Appendices</u> Appendix A – CSX Project Specific Construction Requirements Appendix B – CSX Construction Submission Criteria Appendix C – CSX Insurance Requirements Appendix D – CSX Special Provisions Appendix E – Right of Entry and Indemnity Agreement for Bridge Painting (Aesthetic) Appendix F – I Love Rockville Bridge Concept |

City of Rockville
IFB 03-26

Submittal Checklist and Signature

This page must be signed and submitted with your bid.

Failure to submit this page shall deem your bid non-responsive.

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

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

_____ Has an authorized company representative signed the bottom portion of this of this page?

_____ Has an authorized company representative completed Section V: Bid Pricing?

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

_____ Did you complete the warranty/maintenance information?

_____ Has an authorized company representative signed the Affidavit form in Attachment A?

_____ Did you complete the reference form in attachment B?

_____ If you are an entity (limited liability partnerships, corporations, limited partnerships, limited liability companies, limited liability limited partnerships, business trusts, real estate investment trust and trade name filings), is the legal name of your company listed with the State of Maryland Department of Assessments and Taxation and in good standing? You may check by going to

<https://dat.maryland.gov/Pages/default.aspx>

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

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

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

PROMPT PAYMENT DISCOUNT: ____% FOR PAYMENT WITHIN ____ DAYS

COMPANY LEGAL NAME: _____

ADDRESS: _____

SUBMITTED BY: _____
SIGN YOUR NAME DATE

PRINT YOUR NAME

TELEPHONE# _____ FAX # _____

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

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

INVITATION FOR BID 03-26 PARK ROAD CSX BRIDGE PAINTING

SECTION I: PROJECT OVERVIEW

1.1 SECURED BIDS will be received electronically via a City designated bid receipt software solution until September 4, 2025, 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 bids.

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

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

1.2 BACKGROUND

This project is for the beautification of the CSX Park Road Bridge in the City of Rockville.

1.3 PROJECT DESCRIPTION

The City of Rockville has entered into Agreement with CSX to beautify the Park Road Bridge by painting the bridge with I "heart" Rockville. The selected contractor must prepare and paint the bridge and adhere to all CSX requirements detailed in the specifications.

1.4 PROJECT TIMING/COMPLETION

120 Days from the issuance of the Notice to Proceed.

1.5 PROPOSED SCHEDULE

- A. IFB release date – August 6, 2025
- B. Questions Due – August 18, 2025, 2:00 P.M. EST
- C. IFB closing date – September 4, 2025, 2:00 P.M. EST

1.6 DEADLINE FOR QUESTIONS

Questions pertaining to this bid may be directed to TJ Ellison via the City's Collaboration Portal **only** at <https://contracts.rockvillemd.gov/gateway/Default.aspx> no later than August 18, 2025, at 2:00 P.M. EST. Oral answers to questions relative to interpretation of specification or the bid process will not be binding on the City.

1.7 SUBMISSION

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

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

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

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

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

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

1.8 ADDENDUM

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

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

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

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

1.9 ENVIRONMENTAL IMPACT

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

1.10 NOTICE TO BIDDERS

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

1.11 US TREASURY IDENTIFICATION NUMBER

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

1.12 QUALIFICATION TO CONTRACT WITH PUBLIC BODY

Bidders must be qualified to bid in the State in accordance with Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery

(upon acts committed after July 1, 1997) in furtherance of obtaining a contract from the state or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

1.13 DISABILITY INFORMATION

ANY INDIVIDUALS WITH DISABILITIES WHO WOULD LIKE TO RECEIVE THE INFORMATION IN THIS PUBLICATION IN ANOTHER FORM MAY CONTACT THE ADA COORDINATOR AT 240-314-8100 TDD 240-314-8137.



CITY OF ROCKVILLE, MARYLAND

SECTION II: GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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

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

4. **LATE BIDS** It is the bidder's responsibility to assure delivery of the bid at the proper time via the designated electronic, software solution. Bids delivered in any other fashion will not be considered. All bids will be publicly opened in a virtual environment after the time set for receipt of bids and read aloud via a City telepresence software solution. Bidders may attend bid openings at the phone number and/or web address provided by the City.
5. **ADDENDUM** In the event that any addenda to this solicitation are issued, all solicitation terms and conditions will retain in effect unless they are specifically changed in the addendum. It is the responsibility of the bidder to make inquiry as to addenda issued. Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City.

Such addendums, if issued, will posted via the city's designated electronic, software solution

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

6. **BID OPENING** All bids received in response to an Invitation for Bid will be opened at the date, time and place specified and publicly read via a City telepresence software solution. A tabulation of bids received are posted using the City's designated electronic software solution.
7. **ACCEPTANCE OF BIDS** The City will accept or reject any or all bids or any or all items within ninety (90) days after the date of bid opening. Bids may not be withdrawn during that period.
8. **BID WITHDRAWAL** Bids may be electronically withdrawn (deleted) or modified by deleting the initial file uploaded and replacing it with a modified file using the City's electronic, software solution before the time specified for bid opening. Requests received after bid opening will not be considered.
9. **BID AWARD** Award will be made to lowest responsive and responsible bidder complying with all provisions of the Invitation for Bid, provided the price is reasonable and in the best interest of the City to accept. The City reserves the right to award by individual commodities/services, group, all or none or any combination thereof. When a group is specified, all items in the group must be bid.

In determining the responsibility of a bidder, the following criteria will be considered:

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

10. ELECTRONIC PAYMENT OPTION

The Vendor ACH Payment Program of the City allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. All transactions are conducted in a secure environment. The program is totally free as part of the Finance Department's efforts to improve customer services.

11. SENSITIVE DOCUMENTS

All project participants needing either electronic or hardcopy documents dealing with critical facilities or sensitive information will be required to make application with, and receive approval from the City prior to receiving this information. Permission to receive said documents (herein referred to as "sensitive") will pertain only to the individual approved. Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of the project, all sensitive documents remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be stored in a secure manner. After such records are no longer needed for record purposes, the records shall be destroyed or returned to the

City.

Where services require the Contractor to access the City's electronic information resources and/or its electronic data assets, the Contractor shall adhere to all requirements, terms and conditions of the City's Contractor/Vendor On-Site and Remote Access Confidentiality Agreement, which can be viewed at the following web address:

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

12. **DOCUMENTS, MATERIALS AND DATA** All documents materials or data developed as a result of this contract are the City's property. The City has the right to use and reproduce any documents, materials and data, including confidential information, used in the performance of, or developed as a result of this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right to use all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials and data prepared or developed by the contractor or supplied by the City.
13. **ERRORS IN BIDS** When an error is made in extending total prices, the unit price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices or in preparation of the bid will not relieve the bidder from performing the contract. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if the bid is accepted.
14. **MISTAKES** Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the contract documents. In the process of assembling and binding the bid documents individual pages or drawings may have been inadvertently omitted. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that these bid documents are incomplete.
15. **PRICES** Bids must be submitted on a firm, fixed price, F.O.B. destination basis only unless otherwise specified herein.
16. **PROMPT PAYMENT DISCOUNTS** All discounts other than prompt payment are to be included in the bid price. Prompt payment discounts will be considered in the evaluation of your bid if the discount on payment is not conditioned on payment being made in less than thirty (30) days from receipt of invoice.
17. **BIDDER'S PAYMENT TERMS** The City will reject as non-responsive a bid under this solicitation, which is conditioned on payment of proper invoices in less than thirty (30) days. However, this does not preclude a bidder from offering a prompt payment discount for payment of proper invoices in less than thirty (30) days.
18. **INTEREST IN MORE THAN ONE BID AND COLLUSION**
Multiple bids uploaded/received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.
19. **QUALIFICATION OF THE BIDDER** The City shall have the right to take such steps as it deems necessary to determine the responsibility of the bidder to perform the obligations under the contract and the bidder shall furnish to the City all such information for this purpose as the City may request. The right is reserved to reject any bid where an investigation of available information does not satisfy the City that the bidder is qualified to carry out the terms of the contract.
20. **PLACING OF ORDERS** Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card – currently Mastercard) executed by the Purchasing Agent or designee. Where Master Agreements have been released by the City, orders may be placed directly with the Contractor by authorized personnel in the ordering Department(s). Issuance of all purchase orders will be contingent upon appropriation of funds by the Mayor and Council and encumbrance of such funds after July 1st of each year, as provided by the City Code.

21. **INSPECTION OF THE WORK SITE** Each bidder shall visit the site of the proposed work and become fully acquainted with the existing conditions and fully informed as to any facility involved, and the difficulties and restrictions attending the performance of this contract. Applicable drawings, technical specifications and contract documents should be thoroughly examined. The successful bidder shall in no way be relieved of any obligation due under the executed contract by the failure to examine any form of legal instrument or to visit the site.
22. **RISK OF LOSS AND CONDITION OF SITE** The City makes no representation and assumes no responsibility for the condition of the site or applicable structures on the site. The contractor shall accept the site and the contents thereon in the condition in which they are represented. Any damages or loss whatsoever while the contract is in effect (whether by reason of fire, theft, breakage or other happenings) shall not relieve the Contractor from any obligations under this contract. The Contractor shall store any materials on site as not to damage the materials and shall maintain such storage areas, as directed by the City, in hazard free condition.
23. **SUBCONTRACTORS** Nothing contained in the contract documents, shall create any contractual relationship between the City and any subcontractor or sub-subcontractor.

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

24. **BID BOND** Bids must be accompanied by an electronic copy of a certified check or bid bond for five percent (5%) of the total amount of the bid, made payable to the Mayor and Council of Rockville, where the original security instrument must be mailed to City of Rockville, Procurement Division, 111 Maryland Avenue, Rockville, Maryland 20850, referencing the solicitation number. AIA Bond forms are acceptable. Bonds must be issued by a surety licensed to do business in the State of Maryland. The City reserves the right to disqualify any bid, in any instance, where the City cannot locate the mailed, original security instrument. The City shall not be liable for any certified checks it cannot locate, or in any instance where a certified check is cashed by any individual not employed by the City of Rockville. Bid bonds will not be returned.
25. **EXECUTION OF AGREEMENT/BONDS** Subsequent to award and within fifteen (15) calendar days after the prescribed forms are presented to the Contractor, the Contractor shall execute and electronically deliver to the City the required Agreement and Bonds, where two (2) sets of the original agreement and original bonds must be mailed to City of Rockville, Procurement Division, 111 Maryland Avenue, Rockville, Maryland 20850.

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

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

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

The successful bidder may request that in lieu of bonds, the City accept the equivalent in the form of a certified check or other security. Such requests will be accepted or rejected by the City Manager. If rejected, the successful bidder will be required to furnish the bonds or forfeit the bid bond. The City shall not be liable for any certified checks it cannot locate, or in any instance where a certified check is cashed by any individual not employed by the City of Rockville.

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

to the City as liquidated damages for such failure or refusal an amount in cash equal to the security deposited with the bid.

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

26. **LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal, State, County and City laws, statutes, rules and regulations. The Contractor shall observe and comply with all Federal, State, County and City laws, statutes, rules and regulations that affect the work to be done. The provisions of this contract shall be governed by the laws of the State of Maryland.
 27. **INDEMNIFICATION OF THE COUNCIL** The Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on the part of the Contractor, or subcontractors or agents thereof.
 28. **DELIVERY** Time is of the essence. The Contractor shall expedite the work and achieve substantial completion within the contract time. If time limits are not specified, state the number of days required to make delivery/completion in the space provided. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor, notwithstanding that such materials/workmanship have been previously been overlooked and accepted.
 29. **CHANGES IN QUANTITIES/ITEMS** The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City's discretion as given in the Bid or Proposal wherever it deems it advisable or necessary so to do and such changes shall in no way vitiate the contract nor affect the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity. The City may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items or services are being purchased
- The Contractor will be paid for the actual amount of authorized work done or material furnished under any item of the bid at the price bid and stipulated for such item. In case any quantity is increased, the Contractor shall not be entitled to any increased compensation over and above the unit price bid for such item, or any claim for damages on account of loss of anticipated profits should any quantities be decreased. The Contractor shall be responsible for confirming the accuracy of the specified quantities prior to ordering materials or supplies and the City's payment shall be based on the actual quantities incorporated in the work and not the quantities specified in the bid document. The quantities must not exceed the Contract specified quantities without specific written authorization of the Project Manager and it is the Contractor's responsibility to obtain said authorization.
30. **MATERIALS** All materials shall be new and free from defects. They shall be standard products of current manufacture. Unless otherwise noted in the contract documents, the Contractor shall abide by specific manufacturer instructions and recommendations on installation and operation.
 31. **BRAND NAME OR EQUAL** Identification of an item by manufacturer's name, trade or brand name, or catalog number is for information and establishment of a quality level desired and is not intended to restrict competition. Bidders may offer any brand which meets or exceeds the specification, unless 'brand name only' is specified. Bids on other makes and/or models will be considered provided the bidder clearly states on the proposal what is being proposed and forwards with the bid complete descriptive literature indicating how the characteristics of the article being offered will meet the specifications. The City reserves the right to accept or reject items offered as an equal.

32. DEFECTIVE MATERIALS/WORKMANSHIP

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

33. **TIME OF BEGINNING AND COMPLETION** Unless otherwise stipulated in the bid document, the Contractor shall begin work on the Contract within ten (10) working days after the mailing of a purchase order and shall diligently prosecute the same, so that it shall be fully completed within the time as stated in the contract. The Contractor shall not commence any work under the Contract until a written Purchase Order is received from the Purchasing Agent.
34. **FAILURE TO COMPLETE WORK ON TIME/ LIQUIDATED DAMAGES** The Contractor accepts this contract with the understanding and intention to perform fully and in an acceptable manner within the time stated. Should he fail to complete fully, to all intent and purpose, the work specified in the time specified, or within the time as it may have been extended by the City, the Contractor shall pay, for each calendar day that any work shall remain uncompleted, not including Sundays, the sum of \$400 per calendar day or such other amount as specified in the Special Provisions. This sum is hereby agreed upon, not as a penalty, but as liquidated damages and the City shall have the right to deduct the amount of such damages from any moneys due the Contractor under this Contract.
- The City shall recover such Liquidated Damages by deducted the amount thereof out of any moneys due or that may become due the Contractor, and if said moneys are insufficient to cover said damages, then the Contractor or the Surety shall pay the amount due upon demand by the City.
35. **AUTHORITY OF THE CITY MANAGER IN DISPUTES** Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager who shall notify the Contractor in writing of his determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to the City Purchasing Ordinance.
36. **CONTRACT DELAYS/EXTENSION OF TIME** The Contractor shall pursue the contract so as to complete all work within the time allotted in the bid document. The completion date as set in the bid document allows for inclement weather, holidays and coordination with other companies. If the Contractor is delayed in the delivery of the supplies, equipment or services by any act of neglect of the City or by a separate Contractor employed by the City, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by the City, the City shall review the cause of such delay and shall make an extension of time if warranted. All claims for extensions must be in written notice sent to the Project Manager within ten (10) calendar days after the date when such alleged cause for extension of time occurred. All such claims shall state specifically the amount of time of the delay the Contractor believes to have suffered. If written notice is not received within the prescribed time the claim shall be forfeited and invalidated.
37. **CONTRACT DELAYS - NO DAMAGE CLAIMS ACCEPTED** The Contractor shall make no claim for extra monetary compensation for delays, whether ordered by the City or not, caused by delays in funding, governmental approvals, private or public companies' actions, inclement weather, site conditions, or from any cause whatsoever. The Contractor shall adjust its operation to continue the work at other locations under the contract, if available, and as directed by the City. If it is necessary to discontinue the work temporarily, the Contractor shall resume work within 48 hours of notice from the City. The City may adjust the completion date to compensate for the lost day(s) on a day-for-day basis, if the City finds that the Contractor could not make up for such lost day(s) by reallocating its forces or rescheduling the work, up to the time remaining on the original schedule at the time of shutdown.
38. **PROGRESS SCHEDULE AND SCHEDULE OF OPERATIONS** The construction of this project will be planned and recorded with an Activities Chart Project Schedule (AC) and Written Narrative (WN) unless specifically determined to be unnecessary by the Project Manager. The AC Project Schedule and Written Narrative will break down, in detail, the time (working days or completion date) involved in performing major construction activities for the duration of the project. The AC Project Schedule shall be used for the coordination and monitoring of major work under the contract including the activities of subcontractors, vendors and suppliers. The AC Project Schedule shall be prepared in accordance with the requirements of the Maryland State Highway Administration Standard Specifications for Construction and Materials dated January 1982, and the errata and addend thereto, subsequent supplement(s) and the Special Provisions as set forth in this Invitation for Bids, unless otherwise directed or approved by the Project Manager. The schedule shall be consistent with the contract specified completion date(s) and/or working days. The Contractor is responsible for preparing the initial AC Project Schedule and Written Narrative.

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

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

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

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

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

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

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

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

41. **INTERPRETATION** Any questions concerning terms, conditions and definitions of the contract and bidding regulations shall be directed in writing to the Contract Officer. Any questions concerning the technical specifications and drawings shall be directed in writing to the Project Manager. The submission of a bid shall be prima facie evidence that the bidder thoroughly understands the terms of the contract documents. The Contractor shall take no advantage of any error or omission in these contract documents.

42. **PRE-CONSTRUCTION CONFERENCE** A pre-construction conference may be held in person or virtually following contract award. The meeting must be attended by the Contractor. No compensation will be made by the City to the Contractor for meetings.
43. **EMERGENCY CONTACT** The Contractor shall provide at least two local telephone numbers which may be used for contacting an official of the Contractor at all times, 24 hours per day, seven days per week: at which numbers person(s) of responsibility will be available to respond to City directives relative to the contract. The Contractor shall have available sufficient personnel and equipment to immediately respond to emergency needs, as determined by the City. There will be no special compensation paid for this requirement but the cost is to be considered incidental to the other contract pay items.
44. **SUPERVISION AND DIRECTION OF WORK** The work shall be under the general supervision of the Project Manager. While it is intended that the Contractor shall be allowed in general to carry on the contract in accordance with such general plan as may appear to the Contractor most desirable, the Project Manager, at the Project Manager's discretion, may from time to time, direct the order in which, and points at which, the work shall be prosecuted and may exercise such general control over the conduct of the work at a time or place, as shall be required, in the Project Manager's opinion, to safeguard the interests of the City, and the Contractor shall have no claims for damages or extra compensation on account of the fact that it shall have been necessary to carry on the work in different sequence from that which the Contractor may have contemplated. The Contractor shall immediately comply with any and all orders and instructions given by the Project Manager, but nothing herein contained shall be considered such an assumption of control over the work by the City or the Project Manager as to relieve the Contractor of any obligations or liabilities under the contract.
45. **INSPECTION** Work and materials will be inspected promptly to see that the same strictly correspond with the drawings and specifications, but if, for any reason, delay should occur in connection with such inspection, the Contractor shall have thereby no claim for damages or extra compensation. Materials and workmanship shall be always subject to the approval of the Project Manager, but no inspection, approval or acceptance of any part of the work or of the materials used therein, nor any payment on account thereof shall prevent the rejection of said materials or work at any time thereafter, should said work or materials be found to be defective or not in accordance with the requirements of the contract. Any costs for any "re-inspection" of the job shall be the responsibility of the contractor.
46. **TERMINATION FOR DEFAULT** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award made to next low Bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices: provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
47. **TERMINATION FOR CONVENIENCE** This Contract may be terminated, in whole or in part, upon written notice to the Contractor when the City determines that such termination is in its best interest. The termination is effective 10 days after the notice is issued, unless a different time is given in the notice. The City is liable only for payment for goods and services delivered and accepted or approved by the City prior to the effective date of the termination.
48. **EMPLOYEES** The Contractor shall employ only competent, skillful persons to do the work, and whenever the Project Manager shall notify the Contractor in writing that any person employed on the work is, in his opinion, incompetent, disobedient, disorderly, discourteous or otherwise unsatisfactory, such person shall be discharged from the work and shall not again be employed for this contract except with the consent of the Project Manager.
49. **NON-WORK DAY** The City observes the following holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Thanksgiving Friday and Christmas Day, all days of general and congressional elections throughout the State, and a five-day work week.

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

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

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

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

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

52. **EQUAL EMPLOYMENT OPPORTUNITY** The Contractor will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), ancestry, color, national origin, race, ethnicity, religion, disability, genetics, marital status, pregnancy, presence of children, gender, sexual orientation, gender identity or expression, or veteran status. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractors must also include the same nondiscrimination language in all subcontracts.

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

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

54. **DRAWINGS TO BE FOLLOWED** The approved drawings, profiles and cross sections on file with the City will show the location, details and dimensions of the work contemplated, which shall be performed in strict accordance therewith

and in accordance with the specifications. Any deviations from the drawings or specifications as may be required by the exigencies of construction in all cases will be determined by the Project Manager. There shall be no such deviations without the written authorization of the Project Manager. On all drawings, etc., the figured dimensions shall govern in the case of discrepancy between the scales and figures. The Contractor shall take no advantage of any error or omission in the drawings or specifications. The Project Manager shall make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the specifications and of the drawings as construed by the Project Manager whose decision shall be final.

55. **CERTIFICATION** Under no circumstances will Contractors be paid for materials utilized on any City contract unless certified to by the Project Manager. The Contractor must not incorporate any materials into a City project without prior authorization and certification of the Project Manager, unless necessary to eliminate or avoid hazardous conditions. Under these emergency circumstances the responsibility for notification to the Project Manager and quantity/quality confirmation rests with the Contractor and must be obtained within 24 hours of the work.
56. **DECISIONS AND EXPLANATIONS BY PROJECT MANAGER** The Project Manager shall make all necessary explanations as to the meaning and intent of the specifications and drawings, and shall give all orders and directions, either contemplated therein or thereby, or in every case in which a difficult or unforeseen condition arises during the prosecution of the work. Should there be any discrepancies or should any misunderstanding arise as to the intent of anything contained in the drawings and specifications, the decision of the Project Manager shall be final and binding. The Project Manager shall in all cases determine the amount, quality, acceptability and estimates of the work to be paid for under the Contract, and shall decide all questions in relation to the work. In case any questions arise between parties relating to the Contract, such decision and estimate shall be a condition precedent to the right of the Contractor to receive payment under that part of the Contract which is in dispute.
57. **WORK TO BE DONE AND MATERIALS TO BE FURNISHED** The Contractor shall do all the work and furnish all the labor, materials, tools, and equipment necessary or proper for performing the work required by the Contract, in the manner called for by the drawings and specifications and within the Contract time. The Contractor shall complete the entire work together with such extra work as may be required, at the prices fixed therefore, to the satisfaction of the Project Manager and in accordance with the specifications and drawings.
58. **NOTIFICATION TO OTHER AGENCIES** The Contractor will be responsible for notifying all concerned agencies affected by the work a minimum of 48 hours in advance of any activity, as prescribed by said agencies, including, but not limited to: the Washington Gas, PEPCO, Verizon Comcast Cable, Transcontinental Gas, City of Rockville Utilities Division, Montgomery County Government, State Highway Administration and the Washington Suburban Sanitary Commission. The Contractor must notify MISS UTILITY at 1-800-257-7777 a minimum of 72 hours and no more than 5 working days prior to removal of any pavement or beginning any excavation. There shall be no measurement or direct payment to the Contractor for such notification, working around, the protection of, or repair of damage to such existing utilities caused by the proposed construction activities directly or indirectly.
59. **PERMITS AND REGULATIONS** Unless stipulated elsewhere in these specifications, the Contractor shall be responsible for obtaining and paying for all applicable permits. Where signatures of the City are required in connection with the obtaining of such permits, certificates, etc., the Contractor shall prepare the proper paperwork and present it to the City for signature. City of Rockville Permit fees shall be waived. If the Contractor ascertains at any time that any requirement of this contract is at variance with applicable laws, ordinances, regulations and/or building codes, notification to the Project Manager shall be made immediately and any necessary adjustment to the contract shall be made. Without proper notice to the Project Manager, the Contractor shall bear all costs arising from the performance of work the Contractor knows to be contrary to such laws, ordinances, etc.
60. **EXCAVATION** Unless specifically provided in the specifications, all trench and roadway excavation is hereby unclassified as to the character of materials. The lump sum or unit price, as specified, for or including excavation shall constitute full payment for removal and disposal of all materials, regardless of type, encountered in trenching and roadway excavation, within the limits of this Contract, as necessary and as shown to be removed on the Contract drawings and/or as directed by the Project Manager, except as otherwise provided for under this Contract. All bidders are hereby directed to familiarize themselves with all site conditions including subsurface and the proximity of adjacent features.
61. **SERVICE OF NOTICES** The mailing a written communication, notice or order, addressed to the Contractor at the business address filed with the City, or to his office at the site of the work shall be considered as sufficient service upon

the Contractor of such communication, notice or order; and the date of said service shall be the date of such mailing. Written notice shall also be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last known address.

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

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

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

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

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

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

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

68. **IMPLIED WORK** All incidental work required by the drawings or specifications for which no payment is specifically provided and any work or materials not therein specified which are required to complete the work and which may fairly be implied as included in the Contract, and which the Project Manager shall judge to be so included, shall be done or furnished by the Contractor without extra compensation. The intent is to prescribe a complete work or improvement which the Contractor undertakes to do in full compliance with the contract documents together with any authorized alterations, special provisions and supplemental agreements.
69. **MEASUREMENT OF WORK AND MATERIAL** The work and material to be paid for will be measured and determined by the Project Manager according to the specifications and drawings, and the working lines that may be given. No allowance will be made for any excess above the quantities required by the specifications, drawings and lines on any part of the work, except where such excess material has been supplied or work done by order of the Project Manager and in the absence of default or negligence on the part of the Contractor. Should the dimensions of any part of the work or of the materials be less than those required by the drawings or the directions of the Project Manager, only the actual quantities placed will be allowed in measurement.
70. **EXTRA COSTS** If the contractor claims that any instructions by the contract documents or otherwise involve extra compensation or extension of time, a written protest must be submitted to the Project Manager within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.
71. **CONTINGENT ITEMS & QUANTITIES** Items and quantities identified as being contingent are provided in the Contract for use when and as directed by the Project Manager. These items shown on the Plans or in the specifications are established for the purpose of obtaining a bid price. The quantities for these contingent items may be increased or decreased without any adjustment to the Contract unit price bid or the contingent items may be deleted entirely from the Contract by the Project Manager without negotiation. The Contractor shall submit no claim against the City for any adjustment to the Contract unit price bid, should the contingent items be increased, decreased or eliminated entirely. Payment for any contingent items used will be made on the basis of the quantities as actually measured and as specified in the Specifications. Materials, Construction Requirements and Basis of Payment shall be as specified elsewhere in the Specifications, Plans or Special Provisions.
72. **CHANGES IN THE SCOPE OR EXTRA WORK** The City, without invalidating the contract, may issue written changes in the work consisting of additions, deletions, or modifications with the contract sum and completion date being adjusted accordingly. All such changes, or additional work must be authorized in writing by the Purchasing Agent prior to starting such work. Costs shall be limited to the cost of materials, labor, field supervision and field office personnel directly involved in and attributed to the change. All costs and/or credits to the City for a change in the work shall be determined by the unit price bid or by mutual agreement.

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

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

73. **FORCE ACCOUNT WORK** When the Contractor is required to perform work as a result of additions or changes to the contract for which there are no applicable unit prices in the contract, the City and Contractor shall make every effort to come to an agreed upon price for the performance of such work. If an agreement cannot be reached, the City may require the Contractor to do such work on a force account basis to be compensated in accordance with the following:
- A. **Labor.** For all labor and for foremen in direct charge of the specific operations the Contractor shall receive the actual wages for each and every hour that said labor and foremen are actually engaged in such work.
 - B. **Materials.** For materials accepted by the Project Manager and incorporated into the project, the Contractor shall receive the actual cost of such materials, including transportation charges paid by him (exclusive of machinery

rentals as hereinafter set forth). Excess materials delivered to the job site and not incorporated into the project will not be paid for and it is the Contractor's responsibility to remove said excess material from the job site.

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

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

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

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

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

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

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

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

74. **ALLOWANCES** Whenever an allowance is mentioned in the specifications, then the contractor shall include in his contract sum the entire amount of such specified allowances. The expenditure of these allowances is to be at the Purchasing Manager's direction. However, the allowance expenditure is limited to items properly inferable from the title and description of the allowance. Unexpended balances are to be credited to the City. Compensation payable to the contractor for expenditure of allowances directed by the Purchasing Manager shall be based on the cost to the contractor as shown by actual invoices or receipts, and no additional overhead or profit shall be payable to the contractor for such allowances.
75. **PROGRESS PAYMENTS AND RETAINAGE** The Contractor shall submit a detailed application for payment on a monthly basis, preferable on an AIA G702 form. Such application for payment, notarized, if required, must be accompanied by supporting data and documents substantiating the Contractor's right to payment and reflecting a five percent (5%) retainage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

81. **TRANSFER OF TITLE** The Contractor warrants that title to all work, materials and equipment covered by the Application for Payment will pass to the City either by incorporation in construction or upon the receipt of payment by the Contractor, free and clear of all liens, claims, interests or encumbrances, and that no work, materials, or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any person performing the work at the site or furnishing materials or equipment for the project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other persons.
82. **USE OF PREMISES** Whenever, in the opinion of the Project Manager, any portion of the work is completed or is in an acceptable condition for use, it shall be used for the purpose it was intended, however, such use shall not be held as acceptance of that portion of the work, or as a waiver of any of the provisions of the Contract.
83. **DETERMINATION OF CITY'S LIABILITY** The acceptance by the Contractor of the final payment made as aforesaid shall operate as and be a release to the City and every officer and agent thereof, from all claims by and liabilities to the Contractor for anything done or furnished for or relating to or affecting the work under the contract.
84. **NO LIMITATION OF LIABILITY** The mention of any specific duty or liability of the Contractor in any part of the specification shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor.
85. **PRESERVATION OF MONUMENTS AND TREES** The Contractor shall be responsible for the preservation of all public and private property, trees, monuments, highway signs, markers, fences, and curbs or other appurtenances, and shall use every precaution to prevent damage or injury thereto. Any expense necessary to provide adequate protection, whether such designated item be on or off the right-of-way, shall be assumed by the Contractor.
86. **PUBLIC ACCESS** The Contractor shall at all times conduct the work in such a manner as to insure the least obstruction to traffic practicable. The convenience and safety of the general public and the residents along the improvement shall be provided for in an adequate and satisfactory manner. Fire hydrants shall be kept accessible to fire apparatus at all times. Handicap access shall remain accessible.
87. **HAZARDOUS AND TOXIC SUBSTANCES** Manufacturers and distributors are required by Federal "Hazard Communication" provision (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" law to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The Contractor must comply with these laws and must provide the City with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of services or contemporaneous with the delivery of goods.
88. **MAINTENANCE OF VEHICULAR TRAFFIC (if applicable)** Unless otherwise directed by the Project Manager, traffic must be maintained on all roadways within the construction area continuously or with the least amount of interruption during the construction period necessary to minimize accidents and accident severity and maintain safety while at the same time minimizing inconvenience to the traveling public and the Contractor. The Project Manager shall have the exclusive right to order a road to be closed or to remain open. No equipment will be stored or permitted to stand within the limits of the roadway right-of-way where traffic must be maintained. Any earth dropped on the surface of the existing road shall be removed immediately to avoid possible hazardous conditions. The Contractor shall prepare and submit a Traffic Control Plan (TCP) for the Project Manager's review, revision, and approval, at least ten days before beginning work, unless otherwise directed.

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall have flaggers on this Project for the purpose of controlling traffic while maneuvering heavy equipment. This may require a temporary lane closure in any of the specified Traffic Control Phases. These temporary lane shutdowns shall be kept to a minimum and the normal traffic pattern for the Traffic Phase shall be restored as quickly as possible. The Contractor shall comply with Section B-20 of the MUTCD regarding flagger signing.

Prior to stopping work each day the Contractor will be required to reshape all graded areas and eliminate all drop-offs not protected by barriers by filling with compacted stone at maximum of 8:1 slope.

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

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

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

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

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

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

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

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

Where noted on the plans the first two (2) warning signs shall include a "High Level Warning Device." In addition to the flags the signs shall also be equipped with a Type "B" High Intensity Flag Warning Light. This device must meet the requirements of MUTCD 6C-11 and 6E-5. The device shall be incidental to the Temporary Traffic Sign item if provided for, otherwise the costs shall be considered incidental and no special compensation will be paid.

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

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

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

89. **PARKING, STORAGE AND STAGING AREAS** Parking, storage and staging areas for the Contractor's use during the Project must have prior approval of the Project Manager. All areas used for storage of equipment or material shall be restored to their original condition, immediately upon completion of the work. No additional compensation will be provided for restoring, re-grading, placement of topsoil, and seed and mulch in these areas.
90. **PEDESTRIAN TRAFFIC** Pedestrians shall be safeguarded by the use of signs lights, barricades and barriers as shown on the traffic control plan and/or directed by the Project Manager. Pedestrian traffic shall be maintained at all times unless specifically authorized otherwise, in advance, by the Project Manager. The Contractor shall submit a pedestrian traffic safety plan in accordance with the MUTCD, incorporating safety measures and other provisions to fully implement the intent of this paragraph. All work and materials required to prepare and implement the pedestrian traffic safety plan shall be considered incidental to the contract and there shall be no special compensation paid for this item unless special pay items are included in the Price Proposal page. No additional compensation shall be paid for maintenance of vehicular and pedestrian traffic if for whatever reason the project time extends beyond the contract specified completion date or working days.

91. **HANDICAP ACCESS** Where handicap access exists within the line of work under this contract it will be the contractor's responsibility to maintain said access during the life of this contract. This service is considered to be incidental to this contract and no special compensation will be paid for this service unless provided on the Price Proposal page.
92. **TOILET FACILITIES** Toilet facilities meeting MOSHA standards shall be provided at the job site for all projects exceeding \$100,000 in value and at all other job sites when directed by the City. No special compensation shall be paid unless specifically provided for in the Price Proposal page of this solicitation.
93. **STAKEOUT-CONSTRUCTION CONTROL** Survey construction control provided by the City shall be limited to the baseline with stations not over 100 feet, and the elevation of the top of each marked point. P.C.s, P.T.s, P.I.s, P.V.T.s, and at least one point on the tangent beyond the end of each curve will be staked. The Contractor shall request baseline stakeout a minimum of five days in advance of construction. Stakeout data other than stated above will be furnished by the construction Contractor per MDSHA Section 815 for structures, otherwise per WSSC specs. section 01000(H) and as described in detail below and in these specifications. The City's responsibility for stakeout for the entire project shall be limited to that data described above and this shall be provided only once. The Contractor shall preserve or otherwise ensure adequate survey controls exist throughout the life of the contract.

Surveys and stakeout shall be accomplished by the Contractor as outlined above and in conformance with WSSC specifications Section 01000-10-1 I(H), entitled "Construction Stakeout By Contractor."

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

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

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

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

94. **DEBRIS** Under no circumstance will any open fires be permitted within the City of Rockville. All debris will be removed and hauled from site (except when otherwise specifically authorized in the bid document) and disposed in accordance with Local, State and Federal laws in effect at the disposal site. No special compensation will be paid as all costs for off-site disposal shall be included in the applicable bid prices and considered incidental to the contract.
95. **CLEAN UP** In addition to any provisions regarding clean up in the bid document, clean up, including the restoration of areas of construction, shall proceed as quickly as is practicable. The period between construction and final clean up shall normally not exceed one week. If at any time during the course of the work the cleaning operation in any given area becomes delinquent in the opinion of the Project Manager he may order that construction be stopped until such cleaning is completed. Any such order shall not extend the Final Completion date under this contract. Unless otherwise indicated, all materials razed, demolished, or otherwise removed from the work site shall become the property of the Contractor and shall be disposed of legally and properly off site at his expense.

Upon Final Completion of the work and before acceptance and final payment shall be made, the Contractor shall clean and remove from the street, footways, lawns, and adjacent property, all surplus and discarded materials, rubbish and temporary structures, restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall leave the work area in a neat and presentable condition throughout the entire length of the project under contract.

If the Contractor fails to clean up at Final Completion of the work, the City may do so and the cost thereof shall be charged to the Contractor.

INVITATION FOR BIDS 03-26
CSX PARK ROAD BRIDGE PAINTING

SECTION III: SPECIAL TERMS AND CONDITIONS

1. Point of Contact

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

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

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

2. Minimum Qualification Requirements

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

Bidders must certify they are QP-1 & QP-2 by the Association of Materials Protection and Performance (AMPP), formerly the Society of Protective Coatings (SSPC).

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

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

3. Contract Term

The contract will begin 10 working days from the issuance of a notice to proceed. A City of Rockville Purchase Order may serve as the notice to proceed. All work associated with this project must be completed within 120 calendar days after the notice to proceed has been issued. It is possible that the City may issue a Limited Notice to Proceed (LNTP) to allow for mobilization coordination, field measuring, shop drawing review/approval, submission of work plan and ordering long lead time components.

4. Estimated Quantities

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

5. Additional Items/Duties

The City may require additional items/duties of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items/duties, and shall provide the City prices on such

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

6. No Exclusive Contract/Additional Services

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

7. Exceptions

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

8. Complete Information Required on Bid Form

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

9. Insurance Requirements

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

In addition to the insurance requirements listed here, the Contractor must also obtain Railroad Protective Liability insurance that meets all CSX Requirements per Appendix A and C.

The Contractor must electronically submit to the Procurement Division a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

| Type of Insurance | Amounts of Insurance | Endorsements and Provisions |
|---|---|---|
| 1. <i>Workers' Compensation</i> 2. Employers' Liability | Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$500,000 policy limits Bodily Injury by Disease: \$100,000 each employee | Waiver of Subrogation: <i>WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement – signed and dated.</i> |
| 3. Commercial General Liability 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. CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated. |

| Type of Insurance | Amounts of Insurance | Endorsements and Provisions |
|--|---|---|
| 4. Automobile Liability a. All Owned Autos b. Hired Autos c. Non-Owned Autos | Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000 | City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. Form CA20 48 02 99 form to be both signed and dated. |
| 5. Excess/Umbrella Liability | Each Occurrence/Aggregate: \$1,000,000 | City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. |
| 6. Professional Liability (if applicable) | Each Occurrence/Aggregate: \$1,000,000 | |

10. Policy Cancellation

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

11. Additional Insured

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

12. Subcontractors

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

Example:

Certificate Holder

The Mayor and Council of Rockville

City Hall

111ryland Avenue

Rockville, MD. 20850

IFB 03-26 Park Road CSX Bridge Painting

13. Cooperative Procurement

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

14. License and Support Agreements

In the event a bidder or manufacturer requires an agreement to be signed the agreement must be returned with the bid for review prior to any subsequent award. The City reserves the right to refuse consideration of an agreement and may hold the bidder to any agreement entered into as a result of a purchase order

being issued as a result of this IFB without prior knowledge that the bidder and/or manufacturer will require an additional document, contract or agreement to be executed.

15. Notice to Proceed and Completion Schedule.

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

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

16. Construction Work Hours.

Normal working hours are from **7:00 am to 5:00 pm, Monday through Friday**. Working outside of these hours must first be approved by the City. No work shall be permitted outside these hours unless written approval is obtained from the Chief, Construction Management Division or his/her designee.

17. Contract Documents.

In addition to the requirements of GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, in the case of discrepancies in the Contract Documents and need for interpretation, the documents shall be given precedence in the following order:

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

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

18. Applicable Standards.

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

- QP-1 & QP-2 by the Association of Materials Protection and Performance (AMPP), formerly the Society of Protective Coatings (SSPC)
- CSX Public Project Manual
- Building Code – 2015 International Building Code
- Energy Efficiency – 2015 International Energy Conservation Code
- Life Safety Code – 2015 NFPA 1 Fire Code and 101 Life Safety Code

- Accessibility – 2010 ADA Standards of Accessible Design & Maryland Accessibility Code (COMAR 05.02.02)
- Mechanical – 2015 International Mechanical Code
- Plumbing – 2015 International Plumbing Code
- Electrical – 2014 National Electrical Code (NFPA 70)
- Gas – 2015 International Fuel Gas Code
- Sprinkler – 2013 NFPA 13 Fire Sprinkler Code
- Fire Alarm – 2013 NFPA 72 Fire Alarm Code
- City of Rockville Standards and Details for Construction, latest edition.
- Washington Suburban Sanitary Commission, General Conditions and Standard Specifications, latest edition.
- Montgomery County Department of Public Works and Transportation Design Standards, latest edition.
- MDSHA “Standard Specifications for Construction and Materials” including all errata and addenda thereto and additions included in these special provisions, latest edition.
- MDSHA Book of Standards and Standard Specifications for Construction and Material, latest edition.
- MDE, WMA and SCS 2011 Maryland State and Specifications for Soil Erosion and Sediment Control, latest edition.
- American Society for Testing and Materials, “ASTM Standards,” latest edition.
- American Water Works Association Standards (AWWA Standards), latest edition
- American Association of State Highway and Transportation Officials, “AASHTO Standards”, latest edition
- American Concrete Institute (ACI) Standards, latest edition.

All references to the State of Maryland, State, S.R.C, State Roads Commission, State Highway Administration or Commission in the Special Provisions, Technical Specifications or Book of Standards shall be interpreted to refer to the City of Rockville Department of Public Works.

19. PROJECT KICK-OFF AND PRE-CONSTRUCTION CONFERENCE

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

All subsequent notifications for inspection and coordination with the City and all other agencies are the responsibility of the Contractor.

20. MOBILIZATION/DEMOBILIZATION

Mobilization shall include all activities and costs for transportation of personnel, equipment, and operating supplies to and from the site; establishment of offices, and other necessary facilities for the Contractor’s operations at the site; premiums paid for performance and payment bonds, including coinsurance and reinsurance agreements as applicable; and other items as specified in this specification. Demobilization shall include all activities and costs for transportation of personnel, equipment, and supplies not included in the contract from the site; including the disassembly, removal and site cleanup/repair of offices, buildings, and other facilities assembled on the site for this contract. This work includes mobilization and any additional mobilization and demobilization activities, and costs as required during the performance of the contract. The Contractor shall provide and pay all the cost for temporary utilities including electricity, telephone and water. All temporary facilities shall be available for the duration of the project. The Contractor shall be responsible for compliance with code ordinances and requirements of local officials for temporary facilities, controls, and related health and safety requirements. It shall be the responsibility of the Contractor to provide all necessary electrical service. In the event electrical power will not be available, it shall be the Contractor’s responsibility to provide any necessary generator to continue construction. The Contractor shall provide and pay all the cost for toilet facilities for all workmen, as required by local ordinances for complete and adequate

sanitary arrangements. Sanitary facilities and the surrounding must be kept clean and neat at all times. They shall be located on the project site as approved by the City.

Payment for mobilization shall be made within the appropriate pay item and will not be made more than once, regardless of the fact that the Contractor may have, for any reason, shut the work down on the project or moved their equipment away from the project and then back again.

22. EMERGENCY CONTACT INFORMATION

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

23. ALTERNATE/EQUIVALENT EQUIPMENT OR MATERIAL

The Contractor may propose, in writing, to use alternate/equivalent equipment or material. The proposal should include a complete set of product specifications and justification for the substitution. The Contractor is responsible for all costs to review the proposal by the City's engineer of record. The City will transmit the proposal to the engineer of record that completed the design. The engineer of record will submit a cost proposal that consists of a review and recommendation whether the substitution is acceptable. If the Contractor approves the engineer's cost proposal it will be accounted for in an appropriate change order.

24. CONTRACTOR SUPERVISION

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

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.

25. EMERGENCY INFORMATION

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

26. PUBLIC UTILITIES

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

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

The location of existing utilities shown on the plans and profiles are approximate only and it shall be the Contractor's responsibility to determine the exact location of the utilities prior to commencing work in all areas of possible conflict. All test pits must be completed in coordination with the City and the affected utility companies. The existence of utilities other than those shown on the plans is not known. If, during construction operations, the Contractor should encounter additional utilities, he shall immediately notify the City and take all necessary and proper steps to protect the continuance of service of such facilities.

The Contractor shall notify the utility owner and City when previously unknown or different utilities are encountered. The Contractor shall support and protect existing utilities whether or not shown on the plans at no additional cost to the City. The Contractor shall not receive compensation for the temporary relocation of or temporary installation of utilities that are constructed for the convenience of the Contractor.

In case of any damage to utilities by the Contractor, either above or below ground, the owner shall be immediately notified. The Contractor shall arrange for restoration of such utilities to a condition equal to that which existed before the damage was done, by repairing, rebuilding, or otherwise restoring as may be directed, and at the Contractor's entire cost and expense.

The Contractor shall take into consideration when preparing his bid, the costs associated with the coordination during construction with various utility companies for any relocation or installation by the utility companies which may be necessary in areas within, or adjacent to, the limits of his contract. No additional compensation or time extensions will be allowed the Contractor for work interruptions, changes in construction sequences, changes in methods of handling excavation and drainage, and changes in types of equipment used, made necessary by others performing work within, or adjacent to, the limits of this contract. The contract time as stated in this contract includes the time needed for utility adjustments and no extension of time will be granted for delays caused by utility adjustments.

All other expenses likely to be incurred by the Contractor as a result of working around and protecting utilities, as well as cooperating with the owners of same during the relocating of such facilities, will not be measured or compensated for under any stipulated pay item.

27. CONTACTS

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

CSX
Brian Schindler
Construction Monitoring Representative
(410) 785-7220
Brian.Schindler@aecom.com

City of Rockville
Chief, Construction Management
Mr. Dan Stevens
240-314-8554

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

City of Rockville
Project Inspector
Mr. Dan Stevens or designee
240-314-8554

City of Rockville
Deputy Director

Mr. James Woods
240-314-8521

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

MISS UTILITY
1-800-257-7777 or 811

Pepco
202-872-2845

Transcontinental Gas
410-465-0960

Verizon
855-983-1424

Washington Gas
844-927-4427

Washington Suburban Sanitary Commission (WSSC)
301-206-8650

For Locations of Utilities, call "MISS UTILITY" at 811, 1-800-257-7777 or <http://www.missutility.net/>

Before interfering with any utility service, the Contractor shall notify the affected utility companies and affected property owners in advance and coordinate any required service interruption with the owner and City. For any water service shut down, the Contractor must provide at least 21 calendar days' notice such that the City can provide proper notification.

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

28. PROTECTION OF WORK, PROPERTY AND PERSONS

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

29. SITE ACCESS

Access to the site is by public streets and thoroughfares.

30. RESTORATION OF SITE

After the completion of the project, all roads, driveways, parking lots, sidewalks, landscaping, fences, utilities, structures, buildings, lawns and other facilities not designated for removal, relocation or replacement that are damaged by the Contractor's actions shall be restored to the same condition or better.

Prior to any construction activities, it is the Contractor's responsibility to document any existing damage or conditions indicative of substandard facilities. Costs associated with this work shall be included with the appropriate Pay Item. Access to parks, easements across private property and other City-owned property in wooded areas must be coordinated with the City, and the private property owners prior to the Contractor entering the property.

31. ACCESS TO ADJACENT PROPERTIES

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

32. ENTERING PRIVATE PROPERTY TO PERFORM WORK

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

33. PRESERVATION AND RESTORATION OF PROPERTY & MONUMENTS

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

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

After the completion of the project, all plants (trees, shrubs, and seasonal vegetation), lawns, walks, fences, pavements, roadways, utilities, structures, buildings, playgrounds and park facilities and other facilities not designated for removal, relocation or replacement that are damaged by the Contractor's actions shall be restored to the same condition or better. Prior to any construction activities, it is the Contractor's

responsibility to document any existing damage or conditions indicative of substandard facilities. The Contractor shall provide pre-project photographs or videotape of the project work areas to the DPW Project Inspector. Costs associated with this work are incidental to the work and no specific payments will be made.

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

34. SITE CONDITIONS

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

35. CONTRACTORS STAGING AND STORAGE

The Contractor will establish temporary staging areas as approved by the City. Clean up of each staging area shall occur within 48 hours of removal of all stored materials. Contractor shall cover topsoil, stone, and aggregate stockpiles with tarps to prevent sedimentation of the street.

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

There shall be no payment for this work. It shall be considered incidental to the appropriate pay item.

36. TEMPORARY UTILITIES

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

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

37. CONSTRUCTION STAKEOUT AND AS-BUILTS

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

The Contractor shall be responsible for all construction stakeout. The Contractor shall complete project as shown on approved plans. The City will not provide any construction stakeout for this project. Contractors are to use benchmark and layout information as shown on the plans.

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

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

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

38. AERIAL ELECTRIC LINES

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

39. NOISE CONTROL MEASURES

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

40. WATER POLLUTION CONTROL MEASURES:

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

41. AIR POLLUTION CONTROL MEASURES:

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

Burning will not be permitted.

42. ENVIRONMENTAL PROTECTION MEASURES:

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

43. EROSION AND SEDIMENT CONTROLS

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

- Upon installation of all erosion and sediment control devices to schedule a "Notice to Proceed" inspection prior to commencing work;

- Prior to removing sediment control devices; and
- Upon completion of final grading, establishment of ground covers and approved land stabilization.
- During the progression of all work, the Contractor shall make periodic inspections and maintain sediment control devices, including cleaning and routine maintenance as directed or necessary, to ensure that the intended purpose is accomplished. Under no circumstances shall sediment be allowed to enter private properties, storm drains or County/Federal waterways.

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

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

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

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

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

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

Temporary protection shall be required for disturbed areas until final grading is complete and permanent vegetation is established and shall consist of planting temporary grass cover or other vegetation when feasible. Other short-term protection shall include covering disturbed areas, stockpiles and topsoil piles

with a mulch of hay, straw or wood chips, stabilizing with netting, or covering with plastic sheets. Graded slopes and fills shall be limited to an angle and to lengths that will maintain stability and allow easy maintenance. Construction equipment shall not be operated in a way to make the land more susceptible to erosion, such as leaving tracks up and down slopes. Access roads shall be located and constructed so as to prevent erosion.

Controls for surface water runoff shall be constructed as early as possible to prevent the formation of gullies or rills. These controls shall be maintained during the entire construction period or until permanent storm drains/revetments are completed. Diversion channels or berms, slope drains, flow barriers, dikes or other structures, which retard or spread water flow, shall control runoff. Compacted embankments, ditches, furrows or temporary diversions across slopes shall be provided to intercept runoff before it reaches erodible areas. Diversions and drains shall be directed into stabilized areas where the discharge can be spread out and dissipated.

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

All Sediment and Erosion Control shall be incidental to the contract. No payment shall be made for maintenance or removal of sediment control measures.

44. FOREST AND TREE CONSERVATION REQUIREMENTS

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

- All forestry related work shall be under the direct supervision of someone who is both certified by the International Society of Arboriculture and registered in the State of Maryland as Licensed Tree Expert. Provide proof of both prior to on-site Forestry pre-construction meeting.
- Promptly replace any existing trees designated to remain that are damaged or destroyed in the course of development.

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

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

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

45. CARE OF WATER DURING CONSTRUCTION

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

excavations and constructed slopes, prevent excavation from flooding, and prevent damage to sub-grades and permanent structures.

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

The Contractor shall provide shoring, bracing and cofferdams during construction as necessary to protect personnel, structures and equipment. No special payment will be made for shoring, bracing or cofferdams. The Contractor is responsible for ensuring the safety of his employees and sub-contractors, and for complying with all applicable provisions of Maryland Occupational Safety and Health Administration.

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

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

All pumps and generators utilized for bypass and dewatering operations shall be “quiet” rated with a full-load noise level of less than 63 dB at a distance of 23-feet or as approved by the Chief of Construction Management. The City may require additional measures, such as the use of straw bale baffle walls, for work approved outside of normal working hours.

Care of water during construction shall be considered incidental to the appropriate pay item.

46. DAILY CLEAN-UP

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

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

47. SAMPLING AND TESTING OF MATERIALS

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

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

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

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

48. SAMPLING AND TESTING OF ASPHALT MATERIALS

A Maryland State Highway (SHA) Certified Asphalt Plant must provide all asphalt supplied for this contract. Mix designs for the various types of material to be supplied must be submitted to the Project Inspector a minimum of 14 calendar days before beginning work. Under no circumstances will the contractor be allowed to begin supplying asphalt for this contract without the City and the Contractor having received written approval of the mix designs from the City or the City's Asphalt Testing Consultant. The Contractor shall deliver to the City Project Inspector, a box sample of the material to be supplied, each day prior to lay down operations beginning. Any material laid down without having a box sample delivered to the City Project Inspector, will be subject to complete removal and replacement at the Contractors expense. Any box sample failing testing by the City's Asphalt Testing Consultant will cause that days placed asphalt to be completely removed and replaced at the Contractors expense.

49. SUBMITTALS OF MATERIALS:

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

Submittals shall be submitted electronically unless otherwise indicated in the specifications. See the applicable specifications section for submittal requirements and submittals required in association with Project Closeout documents.

50. INSPECTION AND CERTIFICATION:

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

51. INSPECTION AND REPAIRS

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

52. CONTRACTOR'S EMPLOYEES

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

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

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

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

53. SUB-CONTRACTORS

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

Nothing contained in the contract documents shall create any contractual relationship between the owner and any subcontractor or sub-subcontractor. Vendors who will subcontract the delivery, installation, or any other portion of the work herein described will submit, prior to construction, the following information: A description of the items to be subcontracted, and the subcontractor's name, address, and telephone number. During the life of the contract, the Contractor shall provide the name, nature, and extent of all subcontractors.

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

54. CHANGES IN WORK

If an event arises which the contractor considers may result in the addition, deletion or modification to the contract, the Contractor shall notify the City prior to commencing work under that change. All such changes, or additional work must be authorized in writing by the City prior to starting such work.

55. INVOICES AND PAYMENT

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

56. TECHNICAL CONTACT/PROJECT MANAGER

James Woods, Deputy Director of Public Works
Rockville City Hall
Department of Public Works
111 Maryland Avenue
Rockville, MD 20850
Telephone 240-314-8521
Email: jwoods@rockvillemd.gov

INVITATION FOR BIDS 03-26
CSX PARK ROAD BRIDGE PAINTING

SECTION IV: TECHNICAL SPECIFICATIONS/SCOPE OF WORK

4.1 – CSX Requirements – Comply with following requirements:

- Appendix A – CSX Construction Requirements
- Appendix B – CSX Construction Submission Criteria – May 2023
- Appendix C – CSX Insurance Requirements
- Appendix D – CSX Special Provisions
- Appendix E – City of Rockville and CSX Right of Entry Agreement
- Appendix F – I Love Rockville Bridge Concept

4.2 – Paint Colors – Refer to Appendix F for Bridge Painting Concept. Colors shall be as follows:

Blue:

- HEX: #040273
- RGB: 4/2/115
- CMYK: 100/91/0/13
- PMS: 2738

Red:

- HEX: #f40009
- RGB: 244/0/9
- CMYK: 0/94/84/5
- PMS: 711

White

- HEX: #FFFFFF
- RGB: 255/255/255
- CMYK: 0/0/0/0
- PMS: White

4.3 – Maintenance of Traffic – Comply with MDOT SHA - Section 104 – Maintenance of Traffic. Single lane closures on Park Road between MD-355 and North Stonestreet are only permitted from 9:00 AM to 3:00 PM Monday – Friday. A maintenance of traffic plan must be submitted and approved by the City’s Chief of Construction Management prior to work beginning. A Variable Message Board must be placed 72 hours in advance of work at a location specified by the Chief of Construction Management.

**INVITATION FOR BIDS 03-26
CSX PARK ROAD BRIDGE PAINTING**

SECTION V: BID PRICING FORM

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

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

| Item No. | Description | UNIT | UNIT PRICE | EXTENDED PRICE |
|--------------------|--|------|------------|----------------|
| 1 | <ul style="list-style-type: none">- Surface Preparation to SP1/SP2 to Exterior Face of Facia Girder from Catwalk Elevation to Top Flange- Apply 3 coat paint system- Install "I love Rockville" logo | LS | \$ _____ | \$ _____ |
| 2 | Maintenance of Traffic | LS | \$ _____ | \$ _____ |
| GRAND TOTAL | | | | \$ _____ |

GRAND TOTAL IN WORDS _____

_____ (\$ _____)

EXCEPTIONS

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

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

Do you claim an exception to any specification to this bid? If yes, please explain.

COMPLETE AND RETURN WITH BID

Warranty/Maintenance Information

Please supply the following information during and after the warranty period (attach additional pages as required).

During the warranty period:

1. Maintenance (service) is available from (company name, address and contact telephone):

2. The Warranty length is (minimum of ten years) _____

3. Detail what the warranty does not include:

After the warranty period

4. Maintenance (service) is available from (company name, address and contact telephone):

5. What is the usual delay period between the time service is requested and the arrival time of the service personnel?

ATTACHMENT A

AFFIDAVIT

I hereby affirm that: I am the _____ and the duly authorized representative of the firm of _____ whose address is _____ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I further affirm:

AFFIDAVIT OF QUALIFICATION TO CONTRACT WITH A PUBLIC BODY

1. Except as described in Paragraph 2 below, neither I nor the above firm no, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the state, including any bi-county or multi-county entity), has:

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

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

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

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

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

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

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

NON—COLLUSION AFFIDAVIT

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

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

3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and

CSX PARK ROAD BRIDGE PAINTING

4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of these affidavits are true and correct.

Signature and

Title _____ **Date** _____

COMPLETE AND RETURN WITH BID

ATTACHMENT B

**INVITATION FOR BID 03-26
CSX PARK ROAD BRIDGE PAINTING**

CITY OF ROCKVILLE BIDDER REFERENCE FORM

The City of Rockville reserves the right to reject bids from any company not meeting the minimum qualifications. The Bidder shall be a competent and experienced contractor with an established reputation within the community performing the type of work required for this contract. The bidder shall have performed similar work for a minimum period of five (5) years. Indicate below a listing of three recent projects completed by your firm that can substantiate past work performance and experience in the type of work required for this contract. The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request.

1. Company Name_____

Address:_____

Contact Person:_____ Current phone #:_____

Email Address:_____

Contract Amount:_____ Name of your project supervisor:_____

Description of Work Performed:_____

2. Company Name_____

Address:_____

Contact Person:_____ Current phone #:_____

Email Address:_____

Contract Amount:_____ Name of your project supervisor:_____

Description of Work Performed:_____

3. Company Name_____

Address:_____

Contact Person:_____ Current phone #:_____

Email Address:_____

Contract Amount:_____ Name of your project supervisor:_____

Description of Work Performed:_____

COMPLETE AND RETURN WITH BID

Subject: Rockville, Montgomery County, Maryland – Proposed painting of CSX Bridge BA-16.72 over Park Road; DOT# 141366C; Milepost BA-16.72; Central Zone, Metropolitan Subdivision, CSXT OP# MD0578

CONSTRUCTION REQUIREMENTS
Latest Revision Date 4-1-20

When performing work on, over, under or adjacent to CSX Transportation (“CSXT”) right-of-way or operations, the City of Rockville (“City”) selected contractor (“Contractor”) must abide by the current CSXT Special Provisions, CSXT Construction Submission Criteria, and the following additional requirements.

1. All construction related correspondence shall be directed electronically to AECOM, acting as the Construction Monitoring Representative (“CMR”) on behalf of CSXT, with the following contact and address:

Seth Burton
Senior Project Engineer
Seth.Burton@aecom.com
Telephone: (402) 714-9775

All email correspondence with CSXT/AECOM should use the subject line “(Subject of Transmission) - MD0578 - Rockville, MD - Park Road - FLAG - 141366C - Central Zone - Metropolitan Sub - BA-16.72 - AECOM Task 1474.2”. Failure to use this subject line may result in delayed project handling.

2. Prior to construction, City or Contractor shall provide an electronic copy of the entire and complete set of Final Approved-For-Construction Plans for the subject project to the CMR. Any subsequent revisions or addendums to the Final Approved-For-Construction Plans shall also be provided.
3. Prior to any construction activities on, over, under or adjacent to CSXT, the Contractor shall have a pre-construction meeting with CSXT's designated representative and the CMR to discuss potential On-Track Safety issues during project construction activities.
4. Construction procedures for all work in the vicinity of CSXT property, that has the potential of affecting CSXT property or operations, shall be submitted electronically to the CMR. Prior to the work being performed, the Contractor shall obtain written acceptance of the submitted construction procedures from CSXT or their representative before proceeding with construction.

Up to thirty (30) days will be required to review all construction submissions. Up to an additional thirty (30) days will be required to review any subsequent submissions returned not approved with requests for additional information. Work will not be permitted to commence until the Contractor has provided CSXT with a satisfactory plan for the associated work, detailing how the work will be undertaken without impacting scheduling, performance or safety related issues.

NOTE: All construction work shall be performed in accordance with the construction procedure reviewed and accepted by CSXT or the CMR. Revisions to Contractor submissions may not be field approved. Any deviation(s) from a previously accepted plan including equipment substitutions will require a formal resubmission of the procedure for review and acceptance prior to performing any work.

The Contractor shall submit, as separate submittals, the following construction procedures and documents, and any additional construction procedures determined to be necessary by the CSXT or the CMR.

- a. Emergency Action Plan – Submit an emergency action plan indicating the location of the site, contact numbers, access to the site, instructions for emergency

Subject: Rockville, Montgomery County, Maryland – Proposed painting of CSX Bridge BA-16.72 over Park Road; DOT# 141366C; Milepost BA-16.72; Central Zone, Metropolitan Subdivision, CSXT OP# MD0578

response and location of the nearest hospitals (including map and directions from project site). This plan should cover all items required in the event of an emergency at the site including fire suppression. Coordinate the Emergency Action Plan with the safety related discussion of the Means and Methods submission discussed above. The plan should also include a method to provide this information to each project worker for each day on site.

- b. Surface Preparation / Painting Plan – Submit a plan detailing the proposed means of surface preparation and painting including the means of containment and overspray prevention. The clean-up and disposal of material from the surface preparation for painting and actual painting must comply with all appropriate regulations.
 - i. Indicate the progression of work with specific times when tasks will be performed during the project.
 - ii. Provide a listing of the anticipated equipment to be used, a marked up plan with relevant dimensions detailing the location of all equipment to be used, and a contingency plan of action should a primary piece of equipment malfunction.
 - iii. Include a detailed narrative discussing the project level coordination of specific work operations and project safety issues between the City, Contractor, CSXT and the CMR.
 - iv. If determined by CSXT or the CMR to be necessary, include a walkthrough at which time CSXT and/or the CMR will be present.
 - c. Construction Schedule – Within 30 days of the pre-construction meeting, Contractor shall submit a detailed construction schedule for the duration of the project clearly indicating the time periods while working on and around CSXT right-of-way. As the work progresses, this schedule shall be updated and resubmitted as necessary to reflect changes in work sequence, duration and method, etc.
5. Submit all necessary insurance information in accordance with the current CSXT Insurance Requirements for approval. The Certificate of Insurance shall be prepared in keeping with the sample included in Exhibit A of this document. The complete original policies should be submitted to the CMR for uploading to ebix.

The insurance policies will be required to be in place and approved prior to any work commencing on or that could potentially impact CSXT right-of-way. The City or Contractor shall maintain the necessary insurance coverage throughout the life of the project. Failure to maintain insurance coverage will result in the stoppage of work at no additional cost to CSXT.

As information for use in obtaining the required CSXT insurance, please note that CSXT operates approximately 35 total freight trains per day at a maximum authorized speed of 70 mph at the project location. In addition, Amtrak and MARC operate approximately 14 total passenger trains per day at a maximum authorized speed of 70 mph at the project location.

6. **CSXT Emergency Number:** The CSXT telephone number for emergencies is 800-232-0144. Reference the CSXT Milepost and DOT # for the project, as shown in the subject project description above, when calling.
7. No stormwater or construction generated water may discharge onto the CSXT right-of-way at any time during construction.

Subject: Rockville, Montgomery County, Maryland – Proposed painting of CSX Bridge BA-16.72 over Park Road; DOT# 141366C; Milepost BA-16.72; Central Zone, Metropolitan Subdivision, CSXT OP# MD0578

8. The Contractor must not use CSXT right-of-way for storage of materials or equipment during construction. The CSXT right-of-way must remain clear for railroad use at all times. Equipment may not be positioned to block the railroad access road, track area, or any part of the CSXT right-of-way without prior CSXT approval.
9. No temporary or permanent reductions to the existing horizontal and vertical clearances shall be permitted without prior CSXT approval. All Contractor work shall be performed in strict compliance with CSXT clearance requirements.
10. The Contractor will be required to abide by the provisions of the City/CSXT Construction Agreement. Periodically, throughout the project duration, the Contractor will be required to meet, discuss, and, if necessary, take immediate action at the discretion of CSXT personnel and/or the CMR to comply with provisions of that agreement and these specifications.
11. The Contractor shall not remove any existing CSXT owned material (including, but not limited to, soil, stone, bridge and retaining wall elements, communications and signals device components, and drainage facilities) from CSXT right-of-way without prior authorization from CSXT. In the event that such material cannot be relocated within CSXT's right-of-way in a manner satisfactory to CSXT, the material shall be properly tested by CSXT for contamination and disposed of in accordance with the CSX disposal policy. All costs associated with testing, coordination and/or disposal will be charged to the project. Initial environmental related requests should be made with the CMR at least thirty (30) days in advance.
12. This project will require use of CSXT Flagmen or Third-Party Field Construction Inspectors (FCI) to protect train operations from project activity in the area of the tracks. While CSXT cannot guarantee the availability of Flagmen or FCIs at all requested times, every accommodation will be extended to the Contractor when forces are available. To request flagging, the Contractor shall submit weekly Flagging Request Forms to FLAGGING@aecom.com by 5 PM on Monday for work scheduled for the following week. Incomplete or late submissions will not be considered.
13. All equipment operations that could potentially impact CSXT right-of-way must be coordinated with the CSXT Flagman.
14. Prior to starting work on, over, under or adjacent to CSXT right-of-way, the Contractor shall execute Schedule I (Contractor's Acceptance) which is part of the Construction Agreement to be executed between the City and CSXT
15. Contractor access will be limited to the immediate project area only. The CSXT right-of-way may not be used for contractor access to the project site and no temporary at-grade crossings will be allowed.

APPENDIX

CSX TRANSPORTATION

CONSTRUCTION SUBMISSION CRITERIA

INTRODUCTION

SECTION I: Definitions

SECTION II: Construction Submissions

SECTION III: Hoisting Operations

SECTION IV: Demolition Procedure

SECTION V: Erection Procedure

SECTION VI: Temporary Excavation and Shoring

SECTION VII: Track Monitoring

INTRODUCTION

The intent of this document is to guide outside agencies and their Contractors when performing work on, over, or with potential to impact CSX property (ROW). Work plans shall be submitted for review to the designated CSX Engineering Representative for all work which presents the potential to affect CSX property or operations; this document shall serve as a guide in preparing these work plans. All work shall be performed in a manner that does not adversely impact CSX operations or safety; as such, the requirements of this document shall be strictly adhered to, in addition to all other applicable standards associated with the construction. Applicable standards include, but are not limited to, CSX Standards and Special Provisions, CSX Insurance Requirements, CSX Pipeline Occupancy Criteria, as well as the governing local, county, state and federal requirements. It shall be noted that this document and all other CSX standards are subject to change without notice, and future revisions will be made available at the CSX website: www.csx.com.

I. DEFINITIONS

1. Agency – The project sponsor (i.e., State DOT, Local Agencies, Private Developer, etc.)
2. AREMA – American Railway Engineering and Maintenance-of-Way Association – the North American railroad industry standards group. The use of this term shall be in specific reference to the AREMA Manual for Railway Engineering.
3. Construction Submission – The Agency or its representative shall submit six (6) sets of plans, supporting calculations, and detailed means and methods procedures for the specific proposed activity. All plans, specifications, and supporting calculations shall be signed/sealed by a Professional Engineer as defined below.
4. Controlled Demolition – Removal of an existing structure or subcomponents in a manner that positively prevents any debris or material from falling, impacting, or otherwise affecting CSX employees, equipment or property. Provisions shall be made to ensure that there is no impairment of railroad operations or CSX's ability to access its property at all times.
5. Contractor – The Agency's representative retained to perform the project work.
6. Engineer – CSX Engineering Representative or a GEC authorized to act on the behalf of CSX.
7. Flagman – A qualified CSX employee with the sole responsibility to direct or restrict movement of trains, at or through a specific location, to provide protection for workers.
8. GEC – General Engineering Consultant who has been authorized to act on the behalf of CSX.
9. Horizontal Clearance – Distance measured perpendicularly from centerline of any track to the nearest obstruction at any elevation between TOR and the maximum vertical clearance of the track.
10. Professional Engineer – An engineer who is licensed in State or Commonwealth in which the project is to occur. All plans, specifications, and supporting calculations shall be prepared by the Licensed Professional Engineer and shall bear his/her seal and signature.
11. Potential to Foul – Work having the possibility of impacting CSX property or operations; defined as one or more of the following:
 - a. Any activity where access onto CSX property is required.

b. Any activity where work is being performed on CSX ROW.

c. Any excavation work adjacent to CSX tracks or facilities, within the Theoretical Railroad Live Load Influence Zone, or where the active earth pressure zone extends within the CSX property limits.

d. The use of any equipment where, if tipped and laid flat in any direction (360 degrees) about its center pin, can encroach within twenty five feet (25'-0") of the nearest track centerline. This is based upon the proposed location of the equipment during use, and may be a function of the equipment boom length. Note that hoisting equipment with the potential to foul must satisfy the 150% factor of safety requirement for lifting capacities.

e. Any work where the scatter of debris, or other materials has the potential to encroach within twenty five feet (25'-0") of the nearest track centerline.

f. Any work where significant vibration forces may be induced upon the track structure or existing structures located under, over, or adjacent to the track structure.

g. Any other work which poses the potential to disrupt rail operations, threaten the safety of railroad employees, or otherwise negatively impact railroad property, as determined by CSX.

12. ROW – Right of Way; Refers to CSX Right-of-Way as well as all CSX property and facilities. This includes all aerial space within the property limits, and any underground facilities.

13. Submission Review Period - a minimum of thirty (30) days in advance of start of work. Up to thirty (30) days will be required for the initial review response. Up to an additional thirty (30) days may be required to review any/all subsequent submissions or resubmission.

14. Theoretical Railroad Live Load Influence Zone – A 1 horizontal to 1 vertical theoretical slope line starting at bottom corner of tie.

15. TOR – Top of Rail. This is the base point for clearance measurements. It refers to the crown (top) of the steel rail; the point where train wheels bear on the steel rails.

16. Track Structure – All load bearing elements which support the train. This includes, but is not limited to, the rail, ties, appurtenances, ballast, sub-ballast, embankment, retaining walls, and bridge structures.

17. Vertical Clearance – Distance measured from TOR to the lowest obstruction within six feet (6'-0") of the track centerline, in either direction.

II. GENERAL SUBMISSION REQUIREMENTS

A. A construction work plan is required to be submitted by the Agency or its Contractor, for review and acceptance, prior to accessing or performing any work with Potential to Foul.

B. The Agency or its representative shall submit six (6) sets of plans, specifications, supporting calculations, and detailed means and methods procedures for the specific proposed work activity.

C. Construction submissions shall include all information relevant to the work activity, and shall clearly and concisely explain the nature of the work, how it is being performed, and what measures are being taken to ensure that railroad property and operations are continuously maintained.

D. All construction plans shall include a map of the work site, depicting the CSX tracks, the CSX right of way, proposed means of access, proposed locations for equipment and material staging (dimensioned from nearest track centerline), as well as all other relevant project information. An elevation drawing may also be necessary in order to depict clearances or other components of the work.

E. Please note that CSX will not provide pricing to individual contractors involved in bidding projects. Bidding contractors shall request information from the agency and not CSX.

F. The Contractor shall install a geotextile fabric ballast protection system to prevent construction or demolition debris and fines from fouling ballast. The geotextile ballast protection system shall be installed and maintained by the Contractor to the satisfaction of the Engineer.

G. The Engineer shall be kept aware of the construction schedule. The Contractor shall provide timely communication to the Engineer when scheduling the work such that the Engineer may be present during the work. The Contractor's schedule shall not dictate the work plan review schedule, and flagging shall not be scheduled prior to receipt of an accepted work plan.

H. At any time during construction activities, the Engineer may require revisions to the previously approved procedures to address weather, site conditions or other circumstances that may create a potential hazard to rail operations or CSX facilities. Such revisions may require immediate interruption or termination of ongoing activities until such time the issue is resolved to the Engineer's satisfaction. CSX and its GEC shall not be responsible for any additional costs or time claims associated with such revisions.

I. Blasting will not be permitted to demolish a structure over or within CSX's right-of-way. When blasting off of CSX property but with Potential to Foul, vibration monitoring, track settlement surveying, and/or other protective measures may be required as determined by the Engineer.

J. Blasting is not permitted adjacent to CSX right-of-way without written approval from the Chief Engineer, CSX.

K. Mechanical and chemical means of rock removal must be explored before blasting is considered. If written permission for the use of explosives is granted, the Agency or Contractor must submit a work plan satisfying the following requirements:

1. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Agency or Contractor.
2. Electronic detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
3. No blasting shall be done without the presence of an authorized representative of CSX. Advance notice to the Engineer is required to arrange for the presence of an authorized CSX representative and any flagging that CSX may require.

4. Agency or Contractor must have at the project site adequate equipment, labor and materials, and allow sufficient time, to clean up debris resulting from the blasting and correct any misalignment of tracks or other damage to CSX property resulting from the blasting. Any corrective measures required must be performed as directed by the Engineer at the Agency's or Contractor's expense without any delay to trains. If Agency's or Contractor's actions result in the delay of any trains including passenger trains, the Agency or Contractor shall bear the entire cost thereof.

5. The Agency or Contractor may not store explosives on CSX property.

6. At any time during blasting activities, the Engineer may require revisions to the previously approved procedures to address weather, site conditions or other circumstances that may create a potential hazard to rail operations or CSX facilities. Such revisions may require immediate interruption or termination of ongoing activities until such time the issue is resolved to the Engineer's satisfaction. CSX and its GEC shall not be responsible for any additional costs or time claims associated with such revisions.

III. HOISTING OPERATIONS

A. All proposed hoisting operations with Potential to Foul shall be submitted in accordance with the following:

1. A plan view drawing shall depict the work site, the CSX track(s), the proposed location(s) of the lifting equipment, as well as the proposed locations for picking, any intermediate staging, and setting the load(s). All locations shall be dimensioned from centerline of the nearest track. Crane locations shall also be dimensioned from a stationary point at the work site for field confirmation.

2. Computations showing the anticipated weight of all picks. Computations shall be made based upon the field-verified plans of the existing structure. Pick weights shall account for the weight of concrete rubble or other materials attached to the component being removed; this includes the weight of subsequent rigging devices/components. Rigging components shall be sized for the subsequent pick weight.

3. All lifting equipment, rigging devices, and other load bearing elements shall have a rated (safe lifting) capacity that is greater than or equal to 150% of the load it is carrying, as a factor of safety. Supporting calculations shall be furnished to verify the minimum capacity requirement is maintained for the duration of the hoisting operation.

4. Dynamic hoisting operations are prohibited when carrying a load with the Potential to Foul. Cranes or other lifting equipment shall remain stationary during lifting. (i.e., no moving picks).

5. For lifting equipment, the manufacturer's capacity charts, including crane, counterweight, maximum boom angle, and boom nomenclature is to be submitted.

6. A schematic rigging diagram must be provided to clearly call out each rigging component from crane hook to the material being hoisted. Copies of catalog or information sheets shall be provided to verify rigging weights and capacities.

7. For built-up rigging devices, the contractor shall submit the following:

i. Details of the device, calling out material types, sizes, connections and other properties.

ii. Load test certification documents and/or design computations bearing the seal and signature of a Professional Engineer. Load test shall be performed in the configuration of its intended use as part of the subject demolition procedure.

iii. Copies of the latest inspection reports of the rigging device. The device shall be inspected within one (1) calendar year of the proposed date for use.

8. A detail shall be provided showing the crane outrigger setup, including dimensions from adjacent slopes or facilities. The detail shall indicate requirements for bearing surface preparation, including material requirements and compaction efforts. As a minimum, outriggers and/or tracks shall bear on mats, positioned on level material with adequate bearing capacity.

9. A complete written narrative that describes the sequence of events, indicating the order of lifts and any repositioning or re-hitching of the crane(s).

IV. DEMOLITION PROCEDURE

A. The Agency or its Contractor shall submit a detailed procedure for a controlled demolition of any structure on, over, or adjacent to the ROW. The controlled demolition procedure must be approved by the Engineer prior to beginning work on the project.

B. Existing Condition of structure being demolished:

1. The Contractor shall submit as-built plans for the structure(s) being demolished

2. If as-built plans are unavailable, the Contractor shall perform an investigation of the structure, including any foundations, substructures, etc. The field measurements are to be made under the supervision of the Professional Engineer submitting the demolition procedure. Findings shall be submitted as part of the demolition means and methods submittal for review by the Engineer.

3. Any proposed method for temporary stabilization of the structure during the demolition shall be based on the existing plans or investigative findings, and submitted as part of the demolition means and methods for review by the Engineer.

C. Demolition work plans shall include a schematic plan depicting the proposed locations of the following, at various stages of the demolition:

1. All cranes and equipment, calling out the operating radii.

2. All proposed access and staging locations with all dimensions referenced from the center line of the nearest track

3. Proposed locations for stockpiling material or locations for truck loading

4. The location, with relevant dimensions, of all tracks, other railroad facilities; wires, poles, adjacent structures, or buried utilities that could be affected, showing that the proposed lifts are clear of these obstructions.

5. Note that no crane or equipment may be set on the CSX rails or track structure and no material may be dropped on CSX property.

D. Demolition submittal shall also include the following information:

1. All hoisting details, as dictated by Section III of this document.
2. A time schedule for each of the various stages must be shown as well as a schedule for the entire lifting procedure. The proposed time frames for all critical subtasks (i.e., torch/saw cutting various portions of the superstructure or substructure, dismantling splices, installing temporary bracing, etc.) shall be furnished so that the potential impact(s) to CSX operations may be assessed and eliminated or minimized.
3. The names and experience of the key Contractor personnel involved in the operation shall be included in the Contractor's means and methods submission.
4. Design and supporting calculations shall be prepared, signed, and sealed by the Professional Engineer for items including the temporary support of components or intermediate stages shall be submitted for review. A guardrail will be required to be installed in a track in the proximity of temporary bents or shoring towers, when located within twelve feet (12'-0") from the centerline of the track. The guardrail will be installed by CSX forces, at the expense of the Agency or its contractor.

E. Girders or girder systems shall be stable at all times during demolition. Temporary bracing shall be provided at the piers, abutments, or other locations to resist overturning and/or buckling of the member(s). The agency shall submit a design and details of the proposed temporary bracing system, for review by the Engineer. Lateral wind forces for the temporary conditions shall be considered in accordance with AREMA, Chapter 8, Section 28.6.2. The minimum lateral wind pressure shall be fifteen pounds per square foot (15 psf).

F. Existing, obsolete, bridge piers shall be removed to a minimum of three feet (3'-0") below the finished grade, final ditch line invert, or as directed by the Engineer.

G. A minimum quantity of twenty five (25) tons of CSX approved granite track ballast may be required to be furnished and stockpiled on site by the Contractor, or as directed by the Engineer.

H. The use of acetylene gas is prohibited for use on or over CSX property. Torch cutting shall be performed utilizing other materials such as propane.

I. CSX's tracks, signals, structures, and other facilities shall be protected from damage during demolition of existing structure or replacement of deck slab.

J. Demolition Debris Shield

1. On-track or ground-level debris shields (such as crane mats) are prohibited for use by CSX.
2. Demolition Debris Shield shall be installed prior to the demolition of the bridge deck or other relevant portions of the structure. The demolition debris shield shall be erected from the underside of the bridge over the track area to catch all falling debris. The debris shield shall not be the primary means of debris containment.
 - i. The demolition debris shield design and supporting calculations, all signed/sealed by a Professional Engineer, shall be submitted for review and acceptance.
 - ii. The demolition debris shield shall have a minimum design load of 50 pounds per square foot (50 psf) plus the weight of the equipment, debris, personnel, and all other loads.

- iii. The Contractor shall verify the maximum particle size and quantity of the demolition debris generated during the procedure does not exceed the shield design loads. Shield design shall account for loads induced by particle impact; however the demolition procedure shall be such that impact forces are minimized. The debris shield shall not be the primary means of debris containment.
- iv. The Contractor shall include installation/removal means and methods for the demolition debris shield as part of the proposed Controlled Demolition procedure submission.
- v. The demolition debris shield shall provide twenty three feet (23'-0") minimum vertical clearance, or maintain the existing vertical clearance if the existing clearance is less than twenty three feet (23'-0").
- vi. Horizontal clearance to the centerline of the track should not be reduced unless approved by the Engineer.
- vii. The Contractor shall clean the demolition debris shield daily or more frequently as dictated either by the approved design parameters or as directed by the Engineer.

K. Vertical Demolition Debris Shield

- 1. This type of shield may be required for substructure removals in close proximity to CSX track and other facilities, as determined by the Engineer.
- 2. The Agency or its Contractor shall submit detailed plans with detailed calculations, prepared, signed, and sealed by a Professional Engineer, of the protection shield.

V. ERECTION PROCEDURE

- A. The Agency or its Contractor shall submit a detailed procedure for erection of a structure with Potential to Foul. The erection procedure must be approved by the Engineer prior to beginning work on the project.
- B. Erection work plans shall include a schematic plan depicting the following, at all stages of the construction:
 - 1. All proposed locations of all cranes and equipment, calling out the operating radii.
 - 2. All proposed access and staging locations with all dimensions referenced from the center line of the nearest track.
 - 3. All proposed locations for stockpiling material or locations for truck loading.
 - 4. The location, with relevant dimensions, of all tracks, other railroad facilities; wires, poles, adjacent structures, or buried utilities that could be affected, showing that the proposed lifts are clear of these obstructions.
- C. No crane or equipment may be set on the CSX rails or track structure and no material may be dropped on CSX property.
- D. For erection of a structure over the tracks, the following information shall be submitted for review and acceptance by the Engineer, at least thirty (30) days prior to erection:
 - 1. As-built beam seat elevations – field surveyed upon completion of pier/abutment construction.
 - 2. Current Top of Rail (TOR) elevations – field measured at the time of as-built elevation collection.
 - 3. Computations verifying the anticipated minimum vertical clearance in the final condition which accounts for all deflection and camber, based upon the current TOR and as-built beam seat elevations. The anticipated minimum

vertical clearance shall be greater than or equal to that which is indicated by the approved plans. Vertical clearance (see definitions) is measured from TOR to the lowest point on the overhead structure at any point within six feet (6'-0") from centerline of the track. Calculations shall be signed and sealed by a Professional Engineer.

E. Girders or girder systems shall be stable at all times during erection. No crane may unhook prior to stabilizing the beam or girder.

1. Lateral wind forces for the temporary conditions shall be considered in accordance with AREMA, Chapter 8, Section 28.6.2. The minimum lateral wind pressure shall be fifteen pounds per square foot (15 psf).
2. Temporary bracing shall be provided at the piers, abutments, or other locations to resist overturning and/or buckling of the member(s). The agency shall submit a design and details of the proposed temporary bracing system, for review by the Engineer.
3. Temporary bracing shall not be removed until sufficient lateral bracing or diaphragm members have been installed to establish a stable condition. Supporting calculations, furnished by the Professional Engineer, shall confirm the stable condition.

F. Erection procedure submissions shall also include the following information:

1. All hoisting details, as dictated by Section III of this document.
2. A time schedule for each of the various stages must be shown as well as a schedule for the entire lifting procedure. The proposed time frames for all critical subtasks (i.e., performing aerial splices, installing temporary bracing, installation of diaphragm members, etc.) shall be furnished so that the potential impact(s) to CSX operations may be assessed and eliminated or minimized.
3. The names and experience of the key Contractor personnel involved in the operation shall be included in the Contractor's means and methods submission.
4. A guardrail will be required to be installed in a track in the proximity of temporary bents or shoring towers, when located within twelve feet (12'-0") from the centerline of the track. The guardrail will be installed by CSX forces, at the expense of the Agency or its Contractor.
5. Design and supporting calculations prepared by the Professional Engineer for items including the temporary support of components or intermediate stages shall be submitted for review.

VI. TEMPORARY EXCAVATION AND SHORING

A. The Agency or its Contractor shall submit a detailed design and procedure for the installation of a sheeting/shoring system adjacent to the tracks. Shoring protection shall be provided when excavating with Potential to Foul, or as otherwise determined by CSX. Shoring shall be provided in accordance with the AREMA, except as noted below.

B. Shoring may not be required if all of the following conditions are satisfied:

1. The excavation does not encroach within the Theoretical Live Load Influence Zone. Please refer to Figure 1.
2. The track structure is situated on level ground, or in a cut section, and on stable soil.
3. The excavation does not adversely impact the stability of a CSX facility (i.e., signal bungalow, drainage facility, undergrade bridge, building, etc), or the stability of any structure on, over, or adjacent to CSX property with potential to foul.
4. Shoring is not required by any governing federal, state, local or other construction code.

C. Shoring is required when excavating the toe of an embankment. Excavation of any embankment which supports an active CSX track structure without shoring will not be permitted.

D. Trench boxes are not an acceptable means of shoring. Trench boxes are prohibited for use on CSX property or within the Theoretical Railroad Live Load Influence Zone.

E. Shoring shall be a cofferdam-type, which completely encloses the excavation. However, where justified by site or work conditions, partial cofferdams with open sides away from the track may be permissible, as determined by the Engineer.

F. Cofferdams shall be constructed using interlocking steel sheet piles, or when approved by the Engineer, steel soldier piles with timber lagging. Wales and struts shall be included when dictated by the design.

G. The use of tiebacks can be permissible for temporary shoring systems, when conditions warrant. Tiebacks shall have a minimum clear cover of 6'-0", measured from the bottom of the rail. Upon completion of the work, tiebacks shall be grouted, cut off, and remain in place.

H. All shoring systems on, or adjacent to CSX right-of-way, shall be equipped with railings or other fall protection, compliant with the governing federal, state or local requirements. Area around pits shall be graded to eliminate all potential tripping hazards.

I. Interlocking steel sheet piles shall be used for shoring systems qualifying one or more of the following conditions:

1. Within 18'-0" of the nearest track centerline
2. Within the live load influence zone
3. Within slopes supporting the track structure
4. As otherwise deemed necessary by the Engineer.

J. Sheet piles qualifying for one or more of the requirements listed in Section VI.I (above) of this document shall not be removed. Sheet piles shall be left in place and cut off a minimum of 3'-0" below the finished grade, the ditch line invert, or as otherwise directed by the Engineer. The ground shall be backfilled and compacted immediately after sheet pile is cut off.

K. The following design considerations shall be considered when preparing the shoring design package:

1. Shoring shall be designed to resist a vertical live load surcharge of 1,880 lbs. per square foot, in addition to active earth pressure. The surcharge shall be assumed to act on a continuous strip, eight feet six inches (8'-6") wide. Lateral pressures due to surcharge shall be computed using the strip load formula shown in AREMA Manual for Railway Engineering, Chapter 8, Part 20.
2. Allowable stresses in materials shall be in accordance with AREMA Chapter 7, 8, and 15.3.
3. A minimum horizontal clearance of ten feet (10'-0") from centerline of the track to face of nearest point of shoring shall be maintained, provided a twelve feet (12'-0") roadbed is maintained with a temporary walkway and handrail system.

4. For temporary shoring systems with Potential to Foul, piles shall be plumb under full dead load. Maximum deflection at the top of wall, under full live load, shall be as follows:

- i. One-half (1/2) inch for walls within twelve feet (12'-0") of track centerline (Measured from centerline of the nearest track to the nearest point of the supporting structure).
- ii. One (1) inch for walls located greater than twelve feet (12'-0") from track centerline

L. Shoring work plans shall be submitted in accordance with Section II of this document, as well as the following additional requirements:

- 1. The work plan shall include detailed drawings of the shoring systems calling out the sizes of all structural members, details of all connections. Both plan and elevation drawings shall be provided, calling out dimensions from the face of shoring relative to the nearest track centerline. The elevation drawing shall also show the height of shoring, and track elevation in relation to bottom of excavation.
- 2. Full design calculations for the shoring system shall be furnished.
- 3. A procedure for cutting off the sheet pile, backfilling and restoring the embankment.

VII. TRACK MONITORING

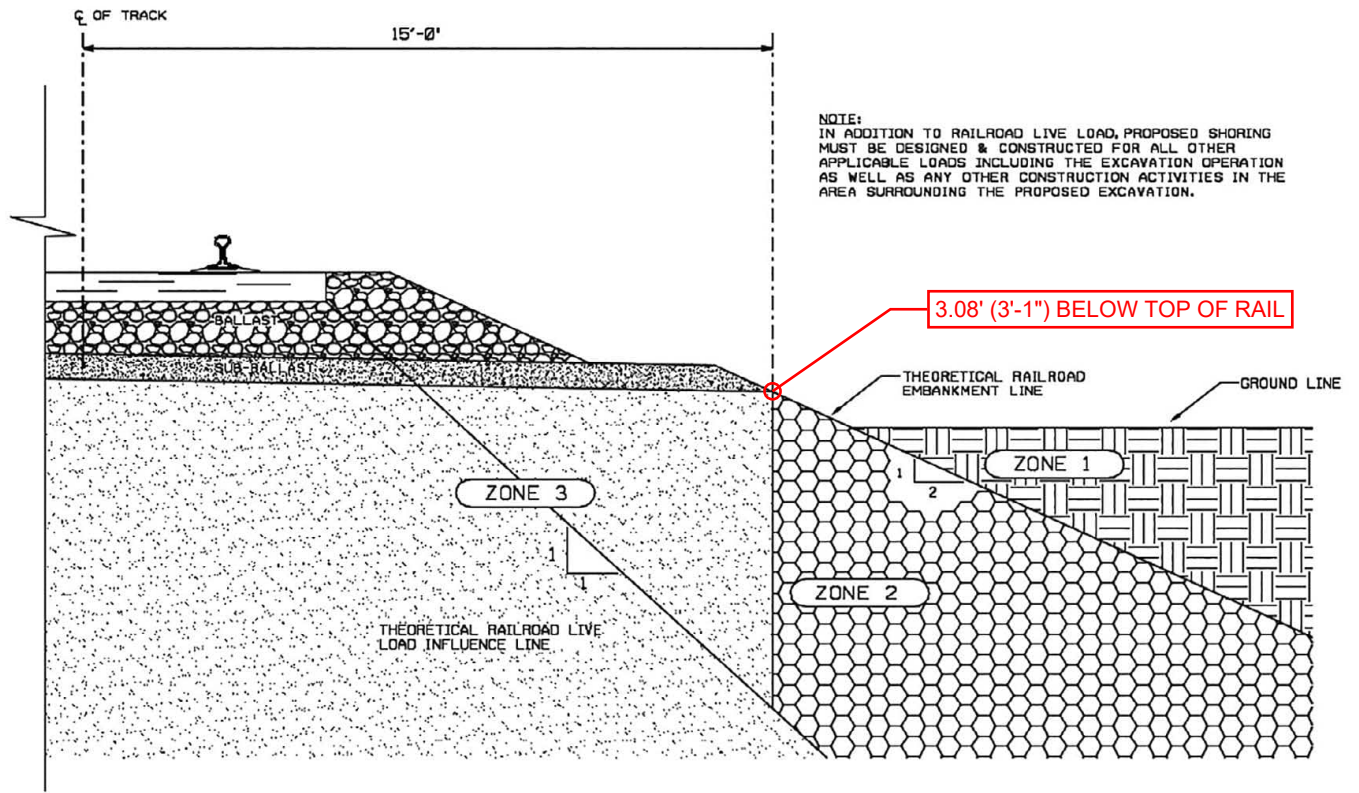
A. When work being performed has the potential to disrupt the track structure, a work plan must be submitted detailing a track monitoring program which will serve to monitor and detect both horizontal and vertical movement of the CSX track and roadbed.

B. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. CSX reserves to the right to modify the survey locations and monitoring frequency as necessary during the project.

C. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Engineer for analysis.

D. If any movement has occurred as determined by the Engineer, CSX will be immediately notified. CSX, at its sole discretion, shall have the right to immediately require all contractor operations to be ceased, have the excavated area immediately backfilled and/or determine what corrective action is required. Any corrective action required by CSX or performed by CSX including the monitoring of corrective action of the contractor will be at project expense.

FIGURE 1: Theoretical Live Load Influence Zone



NORMAL REQUIREMENTS FOR SHORING ADJACENT TO TRACK



ZONE 1 - EXCAVATIONS ABOVE AND OUTSIDE OF THE THEORETICAL RAILROAD EMBANKMENT LINE - DO NOT NORMALLY REQUIRE SHORING TO PROTECT RAILROAD ROADBED, SHORING MAY BE REQUIRED FOR OTHER REASONS.



ZONE 2 - EXCAVATIONS WHOSE BOTTOMS EXTEND INTO ZONE 2 REQUIRE SHORING, BUT THE SHORING MAY NORMALLY BE PULLED AFTER THE EXCAVATION HAS BEEN BACKFILLED.



ZONE 3 - EXCAVATIONS WHOSE BOTTOMS EXTEND INTO ZONE 3 WILL NORMALLY REQUIRE THE SHORING TO BE LEFT IN PLACE AND CUT-OFF 3' BELOW BASE OF RAIL. SHORING MUST BE DESIGNED FOR COOPER E80 LIVE LOAD

INSURANCE REQUIREMENTS FOR PUBLIC PROJECTS

I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about CSX's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSX as an additional named insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSX and its affiliates (if permitted by state law).
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSX as an additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
 - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.
 - c. Name and Address of Contractor and Agency must appear on the Declarations page.
 - d. Description of operations must appear on the Declarations page and must match the Project description.
 - e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
 - f. Authorized endorsements may include:
 - (i). Broad Form Nuclear Exclusion - IL 00 21
 - (ii). 30-day Advance Notice of Non-renewal or cancellation
 - (iii). Required State Cancellation Endorsement
 - (iv). Quick Reference or Index - CL/IL 240

- g. Authorized endorsements may not include:
 - (i). A Pollution Exclusion Endorsement except CG 28 31
 - (ii). A Punitive or Exemplary Damages Exclusion
 - (iii). A "Common Policy Conditions" Endorsement
 - (iv). Any endorsement that is not named in Section 4 (e) or (f) above.
 - (v). Policies that contain any type of deductible

5. All insurance companies must be A. M. Best rated A- and Class VII or better.

6. The CSX OP number or CSX contract number, as applicable, must appear on each Declarations page and/or certificates of insurance.

7. Such additional or different insurance as CSX may require.

II. Additional Terms:

1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Insurance Department
CSX Transportation, Inc.
500 Water Street, C-907
Jacksonville, FL 32202

insurancedocuments@csx.com

2. Neither Agency nor Contractor may begin work on the Project until it has received CSX's written approval of the required insurance.

APPENDIX

CSX TRANSPORTATION

CSX SPECIAL PROVISIONS

DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

“CSX” shall mean CSX Transportation, Inc., its successors and assigns.

“CSX Representative” shall mean the authorized representative of CSX Transportation, Inc.

“Agreement” shall mean the Agreement between CSX and Agency dated as of _____, 20____ amended from time to time.

“Agency” shall mean the _____, _____

“Agency Representative” shall mean the authorized representative of _____, _____

“Contractor” shall have the meaning ascribed to such term by the Agreement.

“Work” shall mean the Project as described in the Agreement.

I. AUTHORITY OF CSX ENGINEER

The CSX Representative shall have final authority in all matters affecting the safe maintenance of CSX operations and CSX property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSX operations and CSX property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH CSX OPERATIONS

A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSX operations, including, but not limited to: train, signal, telephone and telegraphic services, or damage to CSX’s property, or to poles, wires, and other facilities of tenants on CSX’s Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSX Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSX Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.

B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSX’s property, Agency or its Contractor shall make such provision. If the CSX Representative determines that such provision is insufficient, CSX may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

C. Should work activities be required within CSX property or right-of-way, the Contractor shall request CSX to locate any buried utilities or facilities (air lines, wells, etc.). A written request shall be delivered to the CSX Representative at least five (5) days in advance. The traditional “One Call” utility locate services are not responsible for locating any CSX underground utilities or facilities.

III. INSURANCE

The Contractor shall not be permitted to work on, or have potential to foul, CSX property or right-of-way until CSX has acknowledged written acceptance of the insurance coverages for the proposed project. See PAGE 16 - INSURANCE REQUIREMENTS.

IV. NOTICE OF STARTING WORK

Agency or its Contractor shall not commence any work on CSX Property or rights-of-way until it has complied with the following conditions:

- A. Notify CSX in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSX at least ten (10) business days in advance of the date Agency or its Contractor proposes to begin Work on CSX property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.
- B. Obtain authorization, through the Notice to Proceed, from the CSX Representative to begin Work on CSX property. Once authorization is given, Agency or Contractor shall provide a detailed schedule to include means and methods for review, comment and/or approval prior to commencement of work. CSX will in turn provide direction regarding specific conditions with which it must comply.
- C. Obtain from CSX the names, addresses and telephone numbers of CSX's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

V. WORK FOR THE BENEFIT OF THE CONTRACTOR

- A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSX property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSX or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSX or Agency, but must be approved by both CSX and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSX.
- B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSX for such changes to be accomplished at the Agency or Contractor's expense.

VI. HAUL ACROSS RAILROAD

- A. If Agency or Contractor desires access across CSX property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSX and shall execute a license agreement or right of entry satisfactory to CSX, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.
 - 1. Temporary construction haul roads across CSX tracks will require a separate application and payment to CSX Property Services. Agreement extensions require additional payment. Actual cost is variable and project specific. Additional information can be found at this URL: <https://www.csx.com/index.cfm/customers/value-added-services/property-real-estate/permitting-utility-installations-and-rights-of-entry/>.
- B. Agency and Contractor shall not cross CSX's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

VII. COOPERATION AND DELAYS

A. Agency or Contractor shall arrange a schedule with CSX for accomplishing stage construction involving work by CSX. In arranging its schedule, Agency or Contractor shall ascertain, from CSX, the lead time required for assembling crews and materials and shall make due allowance therefor.

B. Agency or Contractor may not charge any costs or submit any claims against CSX for hindrance or delay caused by railroad traffic; work done by CSX or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.

C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.

D. Agency and Contractor understand and agree that CSX does not assume any responsibility for work performed by others in connection with the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSX for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

VIII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSX's property or where they may potentially interfere with CSX's operations, unless Agency or Contractor has received CSX Representative's prior written permission. Agency and Contractor understand and agree that CSX will not be liable for any damage to such materials and equipment from any cause and that CSX may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

IX. CONSTRUCTION PROCEDURES

A. General

1. Construction work on CSX property shall be subject to CSX's inspection and approval.

2. Construction work on CSX property shall be in accord with CSX's Construction Submission Criteria, latest edition and CSX's written outline of specific conditions and with these Special Provisions.

3. Contractor shall observe the terms and rules of the CSX Safe Way manual, which Agency and Contractor shall be required to obtain from CSX, and in accord with any other instructions furnished by CSX or CSX's Representative. Failure to comply with the terms of the agreement and CSX rules can result in mandatory railroad worker protective training for the Agency, Contractor and its subcontractors.

B. Blasting

1. Agency or Contractor shall obtain CSX Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSX property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:

- a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.
- b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
- c. No blasting shall be done without the presence of an authorized representative of CSX. At least thirty (30) days' advance notice to CSX Representative is required to arrange for the presence of an authorized CSX representative and any flagging that CSX may require.
- d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSX's property resulting from the blasting, as directed by CSX Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.
- e. Agency and Contractor shall not store explosives on CSX property.

2. CSX Representative will:

- a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.
- b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

X. ENVIRONMENTAL

A. Should soil excavation within CSX property be anticipated and said soils cannot remain on CSX property during and after construction, then CSX Environmental must be contacted at least thirty (30) days in advance of the work in order to schedule sampling, classification and disposition of material. Excavated material is prohibited from being removed from CSX property, or rights-of-way, without expressed written direction from CSX. Should final disposition require disposal of excavated material, CSX shall have sole discretion of means and location of said disposal. The project sponsor or Agency will bear all costs associated with sampling, staging and subsequent disposal if deemed necessary. Contractor will be required to obtain all disposal tickets / documentation and provide the information to the CSX Representative. CSX will not bear any costs associated with this work.

B. Any waste materials generated by the Project, including but not limited to washing with cleaning solvents, blasting, scraping, brushing and painting operations, shall be the responsibility of the Agency or its Contractor and shall be contained, collected and properly disposed of by the Agency or its Contractor. Agency and its Contractor agree to fully comply with all federal, state, and local environmental laws, regulations, statutes and ordinances at all times.

XI. MAINTENANCE OF DITCHES ADJACENT TO CSX TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. In addition, Agency or Contractor shall maintain all CSX property or right-of-way impacted by project operations including but not limited to; access or haul roads, staging areas, parking lots in a manner that provides CSX free and clear access to facilities, materials while providing acceptable driving surfaces free of drainage impacts or reduced CSX capacity. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

XII. TRACK PROTECTION / INSPECTION SERVICE

A. CSX has sole authority to determine the need for track protection required to protect its operations and property. In general, track protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSX, or over tracks.

B. Agency shall reimburse CSX directly for all costs of track protection that is required on account of construction within CSX property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.

C. Agency or Contractor shall give a minimum of thirty (30) days' advance notice to CSX Representative for anticipated need for track protection. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSX to advertise a flagging job for bid, it may take up to ninety (90) days to obtain this service and CSX shall not be liable for the cost of delays attributable to obtaining such service.

D. CSX shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSX Representative, such inspection may be necessary. Agency shall reimburse CSX for the costs incurred by CSX for such inspection service. Inspection service shall not relieve Agency or Contractor from liability.

E. CSX shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSX and its employees, or if the tax rates on labor are changed, bills will be rendered by CSX and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require track protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

XIII. UTILITY FACILITIES ON CSX PROPERTY

Agency shall arrange, upon approval from CSX, to have any utility facilities on or over CSX Property changed as may be necessary to provide clearances for the proposed trackage.

XIV. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove and dispose from CSX's Property any temporary construction work, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSX Property in neat condition, satisfactory to the CSX Representative.

XV. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSX may require Agency and/or Contractor to vacate CSX Property; and (b) CSX may withhold monies due Agency and/or Contractor; (c) CSX may require Agency to withhold monies due Contractor; and (d) CSX may cure such failure and the Agency shall reimburse CSX for the cost of curing such failure.

Appendix E

Project: Rockville, Montgomery County, Maryland – Proposed painting of CSX Bridge BA-16.72 over Park Road; DOT #141366C; Milepost BA-16.72; Central Zone; Metropolitan Subdivision; CSXT OP# MD0578

RIGHT OF ENTRY AND INDEMNITY AGREEMENT
FOR
BRIDGE PAINTING (AESTHETIC)

This Agreement is made and effective as of May 16, 2025, by and between CSX TRANSPORTATION, INC., a Virginia corporation, with a mailing address of 500 Water Street, Jacksonville, Florida 32202, hereinafter called “CSXT,” and MAYOR AND COUNCIL OF ROCKVILLE, a body corporate and political subdivision of the State of Maryland, hereinafter called “AGENCY”.

WHEREAS, CSXT controls and operates a right of way and bridge located within the Central Zone, Metropolitan Subdivision, at DOT# 141366C, milepost BA-16.72 over Park Road in Rockville, Montgomery County, Maryland (“the Property”);

WHEREAS, AGENCY has submitted a written request to enter the Property and to clean and paint the facing of the bridge (the “Project”) as described in Exhibit A, attached and incorporated by reference; and

WHEREAS, CSXT is willing to grant AGENCY the limited right and permission to enter upon the Property for the limited purpose of performing the Project;

NOW, THEREFORE, CSXT hereby grants to AGENCY the right and permission to enter upon the Property for the purpose of performing the Project, subject to the terms and conditions set forth below:

1. TERM AND SCOPE

From the period starting from the date of execution of this Agreement, through the date that is one year from such date unless further extended by mutual agreement of the parties (the “Term”), AGENCY, through its employees, agents, contractors, subcontractors, and/or other representatives (each, a “Designee” and collectively, “Designees”), may, only once (meaning not on a repetitive basis) enter the Property and perform the Project (the “Work”). Notwithstanding the foregoing, provided that CSXT shall first have approved the specifications therefore, as set forth in Section 2 hereof, AGENCY may also engage in periodic spot painting to remove graffiti (the “Spot Painting”).

2. PROJECT

A. All plans, specifications, drawings and other documents necessary or appropriate to the design and performance of the Project, including but not limited to paint color and temporary attachment specifications (if any), shall be prepared, at AGENCY’s sole cost and expense, by AGENCY or its Designees. Such plans shall be submitted to CSXT for review and approval of CSXT at least thirty (30) days prior to starting the Work or Spot Painting. The specifications for Spot Painting must include the paint color (which must be

Project: Rockville, Montgomery County, Maryland – Proposed painting of CSX Bridge BA-16.72 over Park Road; DOT #141366C; Milepost BA-16.72; Central Zone; Metropolitan Subdivision; CSXT OP# MD0578

compatible with the most recent paint applied), application method (e.g. spray, brush, etc.), and structure access/reach equipment type (e.g. ladders, man lifts, etc.). CSXT may require paint removal prior to Spot Painting for safety reasons; if so, AGENCY must also submit a paint removal method (e.g. sand-blasting, chemical removal, etc.). **No Work or Spot Painting may begin until CSXT has approved the plans and specifications.** By its review or approval of plans pursuant to this Agreement, CSXT signifies only that such plans and performance of the Work and Spot Painting in accordance with such plans satisfy CSXT's requirements.

B. Upon receipt of the specifications, CSXT's authorized representative will determine and inform AGENCY whether a flagman need be present and whether AGENCY need implement any special protective or safety measures. If a flagman is required, AGENCY shall notify CSXT's authorized representative and arrange for safety protection in accordance with this Agreement.

C. The Work and Spot Painting shall be performed in accordance with good and sound practices, to the satisfaction of CSXT's authorized representative in a manner to avoid accidents, damages, unnecessary delays to or interference with the continuous and uninterrupted use of CSXT tracks or other operations, including train, signal, telephone and communication services, or damage to CSXT's property, or to poles, wires, and other facilities of tenants on CSXT's property or right-of-way. Under no circumstances shall Work or Spot Painting affect the operations or safety of trains. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT's property, AGENCY shall make such provision.

D. The Project shall be designed and the Work and Spot painting performed at no cost, expense or liability to CSXT.

3. **COMMENCEMENT OF WORK; AUTHORITY OF CSXT REPRESENTATIVE**

A. AGENCY shall not commence any Work on CSXT Property until AGENCY has:

1. Notified CSXT in writing of the date that it expects Work or Spot Painting to commence on the Project. Such notice must be received by CSXT at least ten (10) business days in advance of the date AGENCY proposes to begin Work or Spot Painting on the Property. The notice must refer to this Agreement by date.
2. Obtain authorization from CSXT's authorized representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which AGENCY must comply.

B. CSXT retains the paramount right to regulate all activities affecting its property and operations. CSXT's authorized representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her

Project: Rockville, Montgomery County, Maryland – Proposed painting of CSX Bridge BA-16.72 over Park Road; DOT #141366C; Milepost BA-16.72; Central Zone; Metropolitan Subdivision; CSXT OP# MD0578

approval shall be obtained by AGENCY for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement.

4. FLAGGING / INSPECTION SERVICE

A. CSXT has sole authority to determine the need for flagging required to protect its operations and property.

B. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT's authorized representative, such inspection may be necessary.

C. Any CSXT expenses associated with flagging and inspection service shall be calculated, estimated, and reimbursed by AGENCY in the manner described in Section 10.

D. Should CSXT's authorized representative determine that flagging is necessary, AGENCY may attempt to coordinate the timing of the Work or Spot Painting with CSXT's authorized representative so that the Project may be performed during times that flagging is already ongoing at the Property.

5. SAFETY

A. CSXT will provide AGENCY with a copy of its safety rules and requirements prior to the commencement of the Work or Spot Painting. Any AGENCY personnel or Designee entering the Property must comply with CSXT's safety rules and requirements. Anyone not in compliance with these rules and regulations will be asked to leave the Property.

B. Before performing any Work authorized by this Agreement, AGENCY, at no expense to CSXT, will obtain all necessary permit(s) (including, but not limited to, zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. AGENCY expressly agrees and warrants that it shall conform and limit activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (state, federal or local) having jurisdiction over the activities in the Project, including applicable provisions of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b), et al.).

6. ACCESS LIMITATIONS; STORAGE OF MATERIALS

A. This Agreement does not give AGENCY the right to cross CSXT property or tracks with vehicles, equipment or in any other matter other than at an existing and open public crossing. At no time will anyone performing the Work or Spot Painting be allowed beyond the bridge abutments on CSXT's property or be allowed on top of the bridge unless accompanied by CSXT personnel.

Project: Rockville, Montgomery County, Maryland – Proposed painting of CSX Bridge BA-16.72 over Park Road; DOT #141366C; Milepost BA-16.72; Central Zone; Metropolitan Subdivision; CSXT OP# MD0578

B. AGENCY shall not store materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless AGENCY has received prior written permission from CSXT's authorized representative.

7. ENVIRONMENTAL

A. This Agreement does not include and expressly excludes the performance of any site investigation activities designed to determine environmental conditions on, about or beneath the Property.

B. AGENCY shall comply with all federal, state and local environmental laws and regulations in its work at the Property and shall perform the Work or Spot Painting in an environmentally protective manner, and shall prevent releases and spills of any materials that could harm human health or the environment, including but not limited to, hydrocarbon products, anti-freeze, spent mechanical draining, solvents, hazardous substances and hazardous wastes as defined in the Comprehensive Environmental Response, Compensation and Liability Act and the Resource Conservation and Recovery Act, respectively ("Environmental Substances"). AGENCY, at its expense, shall assume all responsibility for the investigation and cleanup of any release or discharge of any Environmental Substance at the Property that arises from the performance of any work, presence or other activity at the Property by AGENCY or its Designees. In addition to other liability terms contained in this Agreement, AGENCY agrees to indemnify, defend and hold harmless CSXT and CSXT's Affiliates from and against all environmental costs and expenses, including without limitation, all environmental analysis and cleanup expenses, fines and claims, or penalties arising from any work, presence or activity of the AGENCY or its Designees at the Property.

8. REMEDATION AND CLEAN-UP

AGENCY, upon completion of the Work or Spot Painting, shall (i) remove from the Property any equipment, surplus materials, or rubbish belonging to AGENCY or AGENCY's Designee; and (ii) leave CSXT Property to its original condition, satisfactory to CSXT's authorized representative.

9. INSURANCE AND WAIVERS

AGENCY shall (i) acquire or require AGENCY's Designee to purchase and maintain insurance in compliance with CSXT's insurance requirements attached to this Agreement as Exhibit B; (ii) require any individual not employed by AGENCY to execute the Waiver and Release Form attached hereto as Exhibit C; and (iii) require any Designee to execute the Acceptance by AGENCY Designee Form attached hereto as Exhibit D prior to entering CSXT property and/or commencing any Work or Spot Painting. Neither AGENCY nor AGENCY's Designee shall commence the Work or Spot Painting until

Project: Rockville, Montgomery County, Maryland – Proposed painting of CSX Bridge BA-16.72 over Park Road; DOT #141366C; Milepost BA-16.72; Central Zone; Metropolitan Subdivision; CSXT OP# MD0578

such insurance policy or policies and forms have been submitted to and approved by CSXT's Risk Management Department.

10. **CSXT'S COSTS AND EXPENSES; REIMBURSEMENT PROCEDURES**

A. Reimbursable Expenses. AGENCY shall reimburse CSXT or shall cause AGENCY's Designee to reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, Work or Spot Painting (the "Reimbursable Expenses").

B. Estimate. CSXT has estimated the total Reimbursable Expenses as shown on Exhibit E (the "Estimate", as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses may exceed such Estimate, it shall provide AGENCY with the revised Estimate of the total Reimbursable Expenses.

C. Payment Terms. Upon execution and delivery of this Agreement by AGENCY, AGENCY will deposit with CSXT a sum equal to the estimated Reimbursable Expenses, as shown by the Estimate. Following completion of the Project, CSXT shall submit to AGENCY a final invoice that reconciles the total costs incurred by CSXT against the total payments received from AGENCY. Notwithstanding the foregoing, in the event Licensee performs any Project work without permission or without protective services (such as flagging protection) as may be required by CSXT, no portion of Licensee's advance deposit will be refunded. AGENCY shall pay to CSXT the amount by which expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to AGENCY. In the event that the payments received by CSXT from AGENCY exceed the estimated expenses, CSXT shall remit such excess to AGENCY.

11. **INDEMNIFICATION.**

A. As a material inducement for entering into this Agreement, and without which CSXT would not enter into the same, AGENCY covenants and agrees that to the extent permitted by law, AGENCY shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, AGENCY or its Designees), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, AGENCY or its Designees), arising or resulting from the performance of this Agreement by AGENCY or any other person performing any work or service on the AGENCY's behalf on or about the Property. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.

B. Compliance with Laws. AGENCY shall comply, and shall require its Designees to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. AGENCY's

Project: Rockville, Montgomery County, Maryland – Proposed painting of CSX Bridge BA-16.72 over Park Road; DOT #141366C; Milepost BA-16.72; Central Zone; Metropolitan Subdivision; CSXT OP# MD0578

Designees shall indemnify, defend, and hold CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.

C. “CSXT Affiliates”. For the purpose of this Agreement, CSXT’s affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.

D. Survival. The provisions of this Section shall survive the termination or expiration of this Agreement.

12. CLAIMS

AGENCY shall promptly notify the CSXT’s authorized representative of any loss, damage, or injury arising out of or in connection with the Work or Spot Painting. AGENCY shall not create, permit or suffer any mechanic’s or materialmen’s liens of any kind or nature to be created or enforced against any property of CSXT for any such Work or Spot Painting performed.

13. MAINTENANCE

A. By AGENCY. Upon completion of the Project, AGENCY, or its Designee, shall be solely responsible for maintaining the aesthetic appearance of the Project, including taking any actions deemed necessary by CSXT, in its sole discretion, to address any damage or disfiguration due to vandalism or graffiti by Spot Painting, in accordance with Section 1. In the event AGENCY or its Designee fails to maintain the aesthetic appearance of the Project in a reasonable condition, as determined by CSXT in its sole discretion, CSXT, after due notice to AGENCY, may (i) require AGENCY to remove or paint over the mural, (ii) at AGENCY Designee’s sole cost and expense arrange for the mural to be removed or painted over, or (iii) take such action as it deems appropriate to restore the railroad bridge to a condition acceptable to CSXT. For purposes of this Section, “due notice” shall mean thirty (30) days’ notice unless CSXT, in its sole discretion, determines that an emergency condition exists, in which case, AGENCY or its Designee shall take immediate action.

B. By CSXT. CSXT shall not in any manner be restricted from (i) maintaining, repairing, replacing or renewing its tracks, all parts of the railroad bridge supports, signal and communication systems or any other rail facilities or its property as it deems appropriate or (ii) performing any actions required to reasonably support rail operations. Neither shall CSXT in any manner be responsible for any damage or disfiguration caused to the Project due to such work, actions, or railroad operations, nor

Project: Rockville, Montgomery County, Maryland – Proposed painting of CSX Bridge BA-16.72 over Park Road; DOT #141366C; Milepost BA-16.72; Central Zone; Metropolitan Subdivision; CSXT OP# MD0578

shall CSXT be responsible for the aesthetic appearance of the mural or the area of the railroad bridge supports upon which the Project is painted, so long as AGENCY remains responsible for the maintenance of the Project.

C. Alterations. AGENCY shall not undertake any alteration, modification or expansion of the Project, without the prior approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require.

14. INDEPENDENT CONTRACTOR

The parties agree that neither AGENCY nor the AGENCY Designee shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by AGENCY or AGENCY's Representative, or the construction practices, procedures, and professional judgment employed by AGENCY or AGENCY's Representative to complete the Project. Notwithstanding the foregoing, this Section shall in no way affect the absolute authority of CSXT to prohibit AGENCY or AGENCY's Representative or anyone from entering CSXT's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Property exist.

15. INTERPRETATION

AGENCY and CSXT each acknowledge that the terms, covenants, conditions, and provisions of this Agreement have been negotiated between and jointly authored by the parties hereto, and in consequence of this joint authorship, the parties agree that no term, covenant, condition or provision hereunder shall be construed more strictly against one party or the other hereto.

16. SEVERABILITY

The parties agree that if any part, term or provision of the Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable. If any provision or any part of a provision of the Agreement shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable law, ordinance, rule or regulation, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Agreement, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

17. ENTIRE AGREEMENT

Project: Rockville, Montgomery County, Maryland – Proposed painting of CSX Bridge BA-16.72 over Park Road; DOT #141366C; Milepost BA-16.72; Central Zone; Metropolitan Subdivision; CSXT OP# MD0578

This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of all parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. No modification or alteration of the terms hereof shall be binding unless such modification or alteration is in writing and executed by the parties.

18. NOTICES

All notices, consents and approvals required or permitted by this agreement shall be in writing and shall be deemed delivered; upon personal delivery, upon the expiration of three (3) business days following mailing by U.S. first class mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party.

TO CSXT: CSX Transportation, Inc.
4900 Old Osborne Turnpike
Richmond, VA 23231
Attention: Michael Liebelt

TO AGENCY: City of Rockville
111 Maryland Avenue
Rockville, MD 20850
Attention: James Woods

19. TERMINATION

CSXT and AGENCY shall have the right to terminate this Agreement upon notice for any reason.

Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce AGENCY's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, CSXT's only remaining obligation to AGENCY shall be to refund to AGENCY payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 10.

20. WAIVER

If any party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall in no way be construed as a permanent waiver of any rights or obligations in this Agreement, nor in any way to affect the validity of this Agreement or any part hereof or the right of either party to thereafter enforce each and every such provision and to exercise any such right or

Project: Rockville, Montgomery County, Maryland – Proposed painting of CSX Bridge BA-16.72 over Park Road; DOT #141366C; Milepost BA-16.72; Central Zone; Metropolitan Subdivision; CSXT OP# MD0578

option. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

21. GOVERNING LAW; VENUE

This Agreement shall be governed by and construed under the laws of the State of Florida, without regard to the choice of law provisions thereof. Venue for any action arising from, or brought to enforce, this Agreement, shall vest exclusively in the state or federal courts located in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any state or federal court located in Duval County, Florida.

22. ASSIGNMENT

This Agreement shall be binding upon the parties hereto and upon all persons successor in interest to said parties. This Agreement shall not be assignable by AGENCY without the express written consent of CSXT.

[SIGNATURE PAGE FOLLOWS]

Project: Rockville, Montgomery County, Maryland – Proposed painting of CSX Bridge BA-16.72 over Park Road; DOT #141366C; Milepost BA-16.72; Central Zone; Metropolitan Subdivision; CSXT OP# MD0578

BY SIGNING THIS AGREEMENT, I certify that there have been no changes made to the content of this Agreement since its approval by the CSXT Legal Department on March 7, 2025.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

MAYOR AND COUNCIL OF ROCKVILLE

By: Jeff Mihelich
Print Name: Jeff Mihelich
Title: City Manager

CSX TRANSPORTATION, INC.

Signed by:
By: Michael Liebelt
Print Name: Michael Liebelt
Title: Project Manager II

Reviewed for Legal Sufficiency by
the Office of the City Attorney

Robert Dawson
Robert Dawson City Attorney

Project: Rockville, Montgomery County, Maryland – Proposed painting of CSX Bridge BA-16.72 over Park Road; DOT #141366C; Milepost BA-16.72; Central Zone; Metropolitan Subdivision; CSXT OP# MD0578

EXHIBIT A

PROJECT PLANS AND SPECIFICATIONS





PAINTING OF EXISTING BRIDGE SURFACES FOR AESTHETICS **(BY AN OUTSIDE ENTITY)**

1.0 Description. This Section provides the requirements for surface preparation and painting for use by an organization or an “Entity” outside of CSX that seeks to paint specific surfaces of existing CSX bridge structures (i.e. exterior fascia girders or other highly visible areas) to improve the aesthetics.

A. CAUTION: The existing coating system on some CSX bridge structures contains lead containing materials. The Entity performing the work shall conduct testing on its own using industry-recognized sampling and analytical test methods to determine actual lead concentrations in the paint being disturbed. If lead is present, the Entity shall review and comply with all requirements specified herein and all CSX, federal (including Federal Railroad Administration), state, and local requirements for worker protection, environmental protection, protection of the public and surrounding properties, and hazardous-waste management/disposal for the duration of the project. If the requirements of regulations are more stringent than the requirements specified herein, compliance with the regulatory requirements should take priority.

2.0 Materials. The coating system to be applied shall be in accordance with Part 5.0 of this Section. The products of one coating system from a single manufacturer shall be used for the painting work. Do not mix coating systems or products of different manufacturers.

3.0 Reference Standards. The most current edition of the following reference standards form a part of this Section:

- A. American Society of Testing Materials (ASTM)
 - 1. ASTM D4285, Standard Test Method for Indicating Oil or Water in Compressed Air
- B. CSX Requirements
 - 1. Safety Requirements
 - 2. FRA On-Track Worker Safety Program
 - 3. eRail-Safe
- C. Code of Federal Regulations (CFR)
 - 1. 29 CFR 1910, Occupational Safety and Health Regulations for General Industry
 - 2. 29 CFR 1926, Occupational Safety and Health Regulations for the Construction Industry
 - 3. Any other CFR regs that cover lead and asbestos?
- D. Society for Protective Coatings (SSPC) and National Association of Corrosion Engineers (NACE)
 - 1. SSPC-SP 1, Solvent Cleaning



2. SSPC-SP 3, Power Tool Cleaning
 3. SSPC-SP WJ-4/NACE WJ-4, Water-jet Cleaning of Metals – Light Cleaning
 4. SSPC-PA 1, Shop, Field, and Maintenance Painting of Steel
 5. SSPC-PA 2, Procedure for Determining Conformance to Dry Coating Thickness Requirements
 6. SSPC - Guide 6, Guide for Containing Debris Generated During Paint Removal Operations
 7. SSPC - Guide 7, Guide for the Disposal of Lead Contaminated Surface Preparation Debris
- E. Equipment and Coating Manufacturer Published Instructions

4.0 Surface Preparation: Surface preparation work shall be performed in accordance with the following:

- A. Ambient Conditions. Do not complete final surface preparation under damp environmental conditions such as during rain or fog, or when the surface temperature is less than 5°F greater than the dew point temperature of the surrounding air
- B. Protective Coverings. Install protective coverings, shields, or masking as necessary to protect all bridge and adjacent surfaces that are not designated to receive surface preparation or coating application. Containment requirements for the control of cleaning and paint application debris are described in 10.0.
 1. Maintain protective coverings during the entire period that the work is being performed, and remove upon completion of work.
- C. General Surface Cleaning. Use pressurized water cleaning at 3,500 to 5,000 psi over the entire surface in accordance with SSPC SP-WJ 4/NACE WJ 4 to remove dirt, chalk, grease, oil, loose coating, and other interference material. As an alternative to pressure washing, solvent cleaning in accordance with SSPC-SP 1 or manual scrubbing with stiff non-metallic bristle brushes and water may be used to achieve the same degree of cleanliness. Add detergents, as required, in order to thoroughly clean the surface. If mildew is present, add bleach to mitigate the mildew. See Parts 7.0 through 10.0 for collection and control of project waste and debris.
- D. Power Tool Cleaning. Supplement the above General Surface Cleaning methods by hand and power tool cleaning to remove all remaining loose rust, loose mill scale, and loose paint in accordance with SSPC-SP 2 and SP 3, respectively. Verify that the edges of the existing coating surrounding the areas is adherent by probing the edge with a dull putty knife.



- E. Surface Roughening. If required by the coating manufacturer, remove the gloss from the existing coating and superficially roughen the entire surface by manual or power sanding with a finely graded sandpaper to assure proper adhesion of the newly applied coating material.
- F. Removal of Residues. Remove all surface preparation residues (dirt, dust, etc.) from the surfaces by vacuuming, brushing, or blowing off with clean, dry compressed air. Do not use compressed air for blow down of coatings containing lead. Clean by vacuuming according to 4.0 G.
- G. Vacuum Shrouding and High Efficiency Particulate Air (HEPA) Filtration. If lead concentrations are present in the existing coatings, remove surface residues by HEPA vacuuming.
- H. Coating Application. Apply coatings within 12 hours after preparation and prior to the formation of rusting or deposition of contamination. If rusting or contamination of the surface occurs, restore the surface to the specified degree of cleaning.

5.0 Coating System: Use one of the following paint systems for field overcoating.

| MANUFACTURER | FIRST COAT (DFT MILS) | SECOND COAT (DFT MILS) | THIRD COAT (DFT MILS) | TOTAL DFT (MILS) |
|---------------------|---|----------------------------------|----------------------------------|---------------------|
| Carboline | Rustbond Penetrating Sealer (1.0 to 2.0) | Carbocrylic 3359 (3.0 to 4.0) | Carbocrylic 3359 (3.0 to 4.0) | 7.0 to 10.0 |
| International Paint | Pre-Prime 167 Penetrating Sealer (1.0 to 1.5) | Devcryl 1440 (2.0 to 3.0) | Devcryl 1440 (2.0 to 3.0) | 5.0 to 7.5 |
| PPG-Ameron | Amerlock Sealer (1.0 to 2.0) | Amercoat 220P (2.0 to 3.0) | Amercoat 220P (2.0 to 3.0) | 5.0 to 8.0 |
| Sherwin Williams | Macropoxy 920 Pre-Prime (1.5 to 2.0) | Sher-Cryl HPA (2.5 to 4.0) | Sher-Cryl HPA (2.5 to 4.0) | 6.5 to 10.0 |

- A. Technical Information: Maintain copies of the manufacturer's product data sheets, application instructions and material safety data sheets on the job-site at all times.
- B. Color. The finish coat color shall match the color of the existing finish coat on the bridge.
- C. Shelf Life. Do not use coatings with an expired shelf life.
- D. Mixing and Thinning. Mix and thin the coatings in accordance with the manufacturer's technical product information. Confirm that the thinned coating complies with local, state, and Federal VOC requirements.

6.0 Coating Application. Coating application shall be performed in accordance with the manufacturer's product data sheet and as follows:



- A. Application Conditions. Coatings shall be applied and dried in accordance with the environmental conditions (air and surface temperatures, relative humidity, and dew point limits) specified on the coating manufacturer's product data sheet. The surface of the steel shall be dry when the paint is applied. Dry times between coats shall be in accordance with the manufacturer's instructions based on the prevailing ambient conditions.
- B. Dry Film Thickness. The dry film thickness of each coat shall be measured using a magnetic dry film thickness gage to ensure compliance with the dry film thickness listed in Part 5.0 of this Section. Comply with the manufacturer's instructions and SSPC-PA 2 for the adjustment and use of the gages.
 1. Areas of insufficient thickness shall receive additional coating. Excessive coating thickness shall be examined for cracking, peeling, lifting, or loss of adhesion, etc. If any of these defects occur, the defective areas shall be repaired in accordance with this Section.
- C. Film Continuity. The applied coating shall be smooth and free of skips, misses, shadow-through, overspray, dry spray, runs, sags, and other film defects. Defective areas shall be repaired in accordance with this Section.
- D. Coating Coverage. Pay special attention during application of each coat to assure complete coverage in crevices, on welds, edges, and in hard to reach areas and irregular surfaces such as back-to-back angles, bolts, nuts, etc.
- E. Touch-Up Repair of Damaged or Unacceptable Coating. If damage to the newly applied coating occurs or is otherwise unacceptable, remove to defective coating by power tool cleaning, and solvent clean/wash to remove surface debris. Re-apply the coating system specified herein in accordance with this Section and as follows:
 1. When the original substrate is exposed in the repair area, apply all coats of the system to the specified thickness.
 2. When the damage does not extend to the original substrate, apply only the affected coats.
 3. Maintain the thickness of the system in overlap areas within the specified total thickness tolerances.

7.0 Waste Handling and Control. Collect, handle, store, and transport and dispose of all project waste in accordance with CSX, local, State, and Federal requirements.

- A. Waste Containing Lead. Keep all waste containing lead in the vacuum containers attached to the vacuum shrouded power tools. Vacuum all debris from the ground covers using High Efficiency Particulate Air (HEPA) filtration vacuum equipment.
- B. If water cleaning methods are used when the existing coatings contain lead, collect, containerize, and properly dispose of all waste water.



- 8.0 Worker Protection.** Comply with all CSX, local, OSHA, State, and Federal, including Federal Railroad Administration, requirements for worker protection and safety from exposure to all jobsite hazards, including exposure to lead.
- A. Use items such as ribbons, barricades, and/or signs around the perimeter of the work area to prevent access by unauthorized personnel and/or the general public.
 - B. Notify CSX immediately at 1-800-232-0144 in the event that any persons, including workers, sustain an injury of any kind at the jobsite or associated with the work.
- 9.0 Environmental Protection.** Protect the environment from exposure to project dust and debris, lead and other hazardous substances in accordance with CSX, State and Federal, including Federal Railroad Administration requirements.
- A. Do not allow visible emissions to escape the work area.
 - B. If any release or spill occurs as a result of work activities, immediately notify CSX at 1-800-232-0144.
 - C. Conduct all necessary cleaning and remediation of any release or spill.
- 10.0 Containment.** Install containment in the work area to prevent dust and surface preparation debris from escaping the work area.
- A. Pressure Washing
 - 1. When lead is present in the paint, use water impermeable ground covers to capture all water and paint removal debris for proper disposal. When lead is not present, mesh ground coverings are acceptable to collect the paint chips, while allowing the water to pass through.
 - B. Vacuum Shrouding and Ground Covers. When power tool cleaning, use power tools equipped with vacuum shrouding with HEPA filtration where feasible to reduce worker exposures and better control emissions. Install ground covers, even when vacuum shrouds are used, to capture dislodged particulate. Extend covers as far around the work area as necessary to capture the debris.
 - 1. Vacuum chips from the ground covers at the end of each day of work. If dust or debris escape the ground covers, perform immediate clean-up using HEPA filtered vacuum equipment.
 - C. Protect any drain systems, streams, or other bodies of water from entrance of any paint chips or painting debris, including water from pressure washing if lead or toxic metals are present.
 - D. Maintain all protective coverings and containment materials during the entire period that work is being performed. Remove all coverings and materials upon completion of work.

Project: Rockville, Montgomery County, Maryland – Proposed painting of CSX Bridge BA-16.72 over Park Road; DOT #141366C; Milepost BA-16.72; Central Zone; Metropolitan Subdivision; CSXT OP# MD0578

EXHIBIT B

INSURANCE REQUIREMENTS

I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates (if permitted by state law).
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
 - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.
 - c. Name and Address of Contractor and Agency must appear on the Declarations page.
 - d. Description of operations must appear on the Declarations page and must match the Project description.
 - e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.

Project: Rockville, Montgomery County, Maryland – Proposed painting of CSX Bridge BA-16.72 over Park Road; DOT #141366C; Milepost BA-16.72; Central Zone; Metropolitan Subdivision; CSXT OP# MD0578

f. Authorized endorsements may include:

- (i). Broad Form Nuclear Exclusion - IL 00 21
- (ii) 30-day Advance Notice of Non-renewal or cancellation
- (iii) Required State Cancellation Endorsement
- (iv) Quick Reference or Index - CL/IL 240

g. Authorized endorsements may not include:

- (i) A Pollution Exclusion Endorsement except CG 28 31
- (ii) A Punitive or Exemplary Damages Exclusion
- (iii) A “Common Policy Conditions” Endorsement
- (iv) Any endorsement that is not named in Section 4 (e) or (f) above.
- (v) Policies that contain any type of deductible

- 5. All insurance companies must be A. M. Best rated A- and Class VII or better.
- 6. The CSX OP number or CSX contract number, as applicable, must appear on each Declarations page and/or certificates of insurance.
- 7. Such additional or different insurance as CSXT may require.

II. Additional Terms

- 1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Insurance Department
CSX Transportation, Inc.
500 Water Street, 14th Floor
Jacksonville, FL 32202

OR

insurancedocuments@csx.com

- 2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT’s written approval of the required insurance.

Project: Rockville, Montgomery County, Maryland – Proposed painting of CSX Bridge BA-16.72 over Park Road; DOT #141366C; Milepost BA-16.72; Central Zone; Metropolitan Subdivision; CSXT OP# MD0578

EXHIBIT C

WAIVER AND RELEASE FORM

TEMPORARY LICENSE AGREEMENT

_____ shall indemnify and hold CSX Transportation, Inc. (“CSXT”), the owner or holder in interest of the tract of real property known as the CSX Transportation right of way and bridge located within the Central Zone, Metropolitan Subdivision, at DOT# 141366C, milepost BA-16.72 over Park Road in Rockville, Montgomery County, Maryland, (the “Property”), harmless from all claims, damages, demands, causes of action, suits, expenses (including attorney's fees and costs), judgments and interest whatsoever arising from a project to clean up and paint the bridge supports on the Property.

Signature: _____

Date: _____

Note: AGENCY must require any member, volunteer or other person not employed by AGENCY to execute this Waiver and Release Form, Exhibit C, prior to entering CSXT property and/or commencing any work on the Project. A copy of all Waiver and Release Forms obtained from any member, volunteer or other person not employed by AGENCY must be sent to:

Julie Skinner
Insurance Analyst
CSX Transportation
500 Water Street, 14th Floor
Jacksonville, FL 32202
904-366-3804

Project: Rockville, Montgomery County, Maryland – Proposed painting of CSX Bridge BA-16.72 over Park Road; DOT #141366C; Milepost BA-16.72; Central Zone; Metropolitan Subdivision; CSXT OP# MD0578

EXHIBIT D

ACCEPTANCE BY AGENCY DESIGNEE

To and for the benefit of CSX Transportation, Inc. (“CSXT”) and to induce CSXT to permit the AGENCY Designee on or about CSXT’s property for the purposes of performing Work or Spot Painting in accordance with the Agreement dated May 16, 2025, between AGENCY and CSXT, AGENCY Designee hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibit B and Exhibit C to the Agreement, and Sections 2, 3, 7, 8, 11, and 13 of the Agreement. Any notices required to be given to AGENCY Designee shall be in writing and delivered to the person identified below.

AGENCY Designee

By: _____

Print Name: _____

Title: _____

Date: _____

Notices shall be delivered to:

CSX Transportation, Inc.
4900 Old Osborne Turnpike
Richmond, VA 23231
Attention: Michael Liebelt

Project: Rockville, Montgomery County, Maryland – Proposed painting of CSX Bridge BA-16.72 over Park Road; DOT #141366C; Milepost BA-16.72; Central Zone; Metropolitan Subdivision; CSXT OP# MD0578

EXHIBIT E

ESTIMATE OF REIMBURSABLE EXPENSES

Attached

ACCT. CODE : 709 - MD0578

Form Revision
03/13/24

ESTIMATE SUBJECT TO REVISION AFTER: 2/17/2026

DOT NO.: 141366C

CITY: Rockville

COUNTY: Montgomery

STATE: MD

DESCRIPTION: Proposed painting of CSX Bridge BA-16.72 over Park Road

ZONE: Central

SUB-DIV: Metropolitan

MILE POST: BA-16.72

AGENCY PROJECT NUMBER:

PRELIMINARY ENGINEERING:

212 Contracted & Administrative Engineering Services

\$ -

Subtotal

\$ -

CONSTRUCTION ENGINEERING/INSPECTION:

212 Contracted & Administrative Engineering Services

\$ 12,400

Subtotal

\$ 12,400

FLAGGING SERVICE: (Contract Labor)

70 Labor (Conductor-Flagman)

10

Days @

\$ 350.00

\$ 3,500

50 Labor (Foreman/Inspector)

0

Days @

\$ 504.00

\$ -

70 Additive 195.00% (Transportation Department)

\$ 6,825

50 Additive 233.00% (Engineering Department)

\$ -

Subtotal

\$ 10,325

SIGNAL & COMMUNICATIONS WORK:

\$ -

TRACK WORK:

\$ -

PROJECT SUBTOTAL:

\$ 22,725

900 **CONTINGENCIES:** 10.00%

\$ 2,273

PROJECT TOTAL:

\$ 24,998

CURRENT AUTHORIZED BUDGET:

\$ -

TOTAL SUPPLEMENT REQUESTED:

\$ 24,998

DIVISION OF COST:

Agency 100.00%

\$ 24,998

Railroad 0.00%

\$ -

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: AECOM

Approved by: **ML** CSXT Public Project Group

DATE: 02/17/25 REVISED:

DATE: 03/05/25

