



City of Rockville
Rockville, Maryland
INVITATION FOR BIDS #26-23

ASPHALT – CONCRETE WORK

**Bids Due by 2:00 PM ET
Thursday, August 31, 2023**

ISSUED BY:
Procurement Department
City of Rockville, City Hall
111 Maryland Avenue, 1st Floor
Rockville, Maryland 20850
Phone: (240) 314-8430
Fax: (240) 314-8439

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

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

MFD Outreach Program

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



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 pryan@rockvillemd.gov**.

I/WE HAVE DECLINED TO BID ON **IFB #26-23**, titled **Asphalt-Concrete Work** 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, or Disabled (MFD) business? _____ Yes _____ No

Company Name: _____

Mailing Address: _____

Telephone Number: _____ Email Address: _____

 Authorized Signatory

 Printed Name

 Title

 Date

**CITY OF ROCKVILLE
ROCKVILLE, MARYLAND**

**INVITATION FOR BIDS #26-23
ASPHALT-CONCRETE WORK**

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INVITATION FOR BID #26-23 ASPHALT-CONCRETE WORK

SECTION I: PROJECT OVERVIEW

1.1 SECURED BIDS will be received electronically via a City designated bid receipt software solution until **2:00 PM ET on Thursday, August 31, 2023**. 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 computer server system, located at Rockville City Hall. In order to be considered, bids must be received on or before 2:00 p.m (Rockville Server Time). Therefore, a bid submitted at 2:00 p.m. is acceptable, where a bid received a fraction of a second after 2:00 p.m. (Rockville Server Time) is late and will not be accepted.

ATTENTION: BIDDERS ARE HEREBY NOTIFIED THAT ROCKVILLE 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 PROJECT DESCRIPTION

The City of Rockville, Department of Recreation and Parks –Administration desires to have contractors available to perform **Specific Site Work** on asphalt and concrete related to known projects at various City locations as listed on Bid Proposal Form Pages 42-44 of this Invitation for Bid. The City also desires to have contractors available on an as needed, as required basis to perform **Unit Pricing Work**, as listed on Bid Proposal Form Pages 45-51 of this Invitation for Bid.

1.8 PROPOSED SCHEDULE

- A. IFB release date – **July 24, 2023**
- B. Pre-Bid Conference, virtual, – **Wednesday August 2, 2023 at 10:00AM ET**
- C. Questions Due – **Monday, August 14, 2023 by 2:00PM ET**
- D. IFB Closing Date – **Thursday, August 31, 2023 by 2:00PM ET**

1.9 PRE-BID MEETING - VIRTUAL

A virtual, telepresence pre-proposal meeting will be held on **WEDNESDAY, August 2, 2023 at 10:00AM ET**. Offerors **must** register below in order to attend the meeting. This meeting is not mandatory; however, offerors are strongly encouraged to attend

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

1.11 DEADLINE FOR QUESTIONS

Questions pertaining to this bid may be directed to Pat Ryan, Principal Buyer via City's Collaboration Portal only at

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

no later than 2:00PM ET on Monday, August 14, 2023. Oral answers to questions relative to interpretation of specification or the bid process will not be binding on the City.

1.12 BID SECURITY

Bids must be accompanied by an electronic copy of the Bid security made payable to the Mayor and Council of Rockville in an amount of five percent (5%) of Bidder's Total Bid Price for FY25 (called "SITE TOTAL A, bottom of page 42-44) and in the form of a Bid Bond (AIA Bid bond form is acceptable) or a certified check, where the original security instrument must be mailed to City of Rockville, Procurement Division, 111 Maryland Avenue, Rockville, Maryland 20850, referencing the solicitation number. The City reserves the right to disqualify any bid, in any instance, where the City cannot locate the mailed, original security instrument. The City shall not be liable for any certified checks it cannot locate, or in any instance where a certified check is cashed by any individual not employed by the City of Rockville.

1.13 AGREEMENT/PERFORMANCE & PAYMENT BONDS

The successful contractor shall be required to complete and electronically return a copy of the City's Standard Form of Agreement along with Performance and Payment Bonds in the amount of 100% of the Contract award (the contract award may range from \$100,000 to \$500,000) within fifteen days after the date of issuance (samples attached), where two (2) sets of the original agreement and original bonds must be mailed to City of Rockville, Procurement Division, 111 Maryland Avenue, Rockville, Maryland 20850. No other form of performance or payment security will be permitted. Failure by the contractor to provide both the electronic versions and original versions of the agreement or bonds, as required, shall be just cause for annulment of the award and the forfeiture of the Bid Guarantee which shall become the property of the City, not as a penalty but in liquidation of damages sustained. Any instance where the City cannot locate the mailed versions of the agreement or bonds shall be just cause for annulment of the award and the forfeiture of the Bid Guarantee which shall become the property of the City, not as a penalty but in liquidation of damages sustained.

1.14 AWARD

Award will be made to the one (1), two (2) or three (3) lowest responsive and responsible bidders, based on Grand Total of work (site totals plus unit price total). The City reserves the right to award by individual commodities/services, group, all or none or any combination thereof. When a group is specified, all items in the group must be bid.

Bidders must comply with all provisions of the Invitation for Bid, and award to be made provided the bid prices are reasonable and in the best interest of the City. The City reserves the right to award to fewer than three (3) bidders if deemed to be in its best interest.

1.15 SUBMISSION

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

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

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

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

Register for Virtual Bid Opening Here: [REGISTER](#)

1.16 SUBMITTALS

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

- Bid Proposal Forms
- A certified check or bid bond must be in the amount of five percent (5%) of the total bid amount – for FY25 (called “SITE TOTAL A, bottom of page 42-44) made payable to the Mayor and Council of Rockville as in General Conditions and Inspections to Bidders, #25.
- If the bidder intends to subcontract any or part of the work, then the bidder must identify and include references for each qualified subcontractor, together with a description of the proposed subcontract work. This evidence shall be submitted with the bid. A minimum of three references shall be provided; additional project references may be required to meet all the requirements.

1.17 ADDENDUM

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

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

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

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

1.18 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.

1.19 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."

1.20 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.

1.21 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.

1.22 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
CONSTRUCTION 3/2022**

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

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

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

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

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

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

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

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

10. ELECTRONIC PAYMENT OPTION

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

<https://na3.docusign.net/Member/PowerFormSigning.aspx?PowerFormId=8868c030-9f7e-4b3e-88de-c89fbce65636&env=na3&acct=b56266c3-6d22-426a-8422-e01bcbb466ec&v=2>

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**
The Contractor awarded a contract pursuant to this bid shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the contract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (the Act), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.
52. **EQUAL EMPLOYMENT OPPORTUNITY** 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 MDSA 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.

INSURANCE REQUIREMENTS REV2 (09/08)

Prior to the execution of the contract by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor's insurance shall be primary. The Contractor must electronically submit to the Purchasing Division a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

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

MANDATORY REQUIREMENTS FOR INSURANCE

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

| Type of Insurance | Amounts of Insurance | Endorsements and Provisions |
|---|---|---|
| 1. <i>Workers' Compensation</i> 2. <i>Employers' Liability</i> | Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$500,000 policy limits Bodily Injury by Disease: \$100,000 each employee | Waiver of Subrogation: WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement signed and dated. |
| 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. |
| 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 NOT REQUIRED | Each Occurrence/Aggregate: \$1,000,000 | |

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

POLICY CANCELLATION

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

ADDITIONAL INSURED

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Contractor's Commercial and Excess/Umbrella Insurance

for liability arising out of contractor's products, goods, and services provided under this contract. Additionally, The Mayor and Council of Rockville must be named as additional insured on the Contractor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

SUBCONTRACTORS

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

CERTIFICATE HOLDER

The Mayor and Council of Rockville

(Contract #, title)

City Hall

111 Maryland Avenue

Rockville, MD 20850

INVITATION FOR BIDS #26-23

ASPHALT-CONCRETE WORK

SECTION III: Special Provisions

3.1 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 in writing by email only and directed as follows:

The sole point of contact at the City for purposes of this IFB, prior to award of any contract, is Pat Ryan, pryan@rockvillemd.gov.

Pat Ryan
City Hall – Procurement Division
111 Maryland Avenue
Rockville, MD. 20850
Telephone: (240) 314-8434
Email: pryan@rockvillemd.gov

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.

3.2 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 plans and specifications.

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.

3.3 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.

3.4 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.

3.5 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.

3.6 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.

3.7 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.

3.8 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.

3.9 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.

INVITATION FOR BIDS #26-23

ASPHALT-CONCRETE WORK

SECTION IV: General Conditions

4.1 SCOPE OF WORK

The City of Rockville, Department of Recreation and Parks-Administration desires to have contractors available to perform asphalt and concrete related known Specific Site Work at various City locations as listed on Bid Proposal Form Pages 42-44 of this Invitation for Bid. (See Exhibit A for Pictorial Detail for Specific Site Work for FY25 (fiscal year 24 and Exhibit B for Engineer Drawings and Product Cut Sheets).

The City also desires to have contractors available on an as-needed, as required basis to perform Unit Pricing Work, as listed on Bid Proposal Form Pages 45-51 of this Invitation for Bid. (See Exhibit B for Engineer Drawings and Product Cut Sheets).

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

4.2. CONTRACT TERM

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

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

4.3 PRICE ADJUSTMENTS

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

Unit Pricing Work rates quoted are to be held firm fixed for the initial contract term and each renewable term.

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

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

adjustment. A price increase, if approved, shall be effective sixty (60) days from the date of receipt of the contractor's request.

4.4 PROJECT SCHEDULE – SPECIFIC SITE WORK

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

4.5 PROJECT SCHEDULE – UNIT PRICING WORK

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

4.6 PROPOSAL REQUEST FORM FOR UNIT PRICING WORK

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

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

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

4.7 PERFORMANCE OF UNIT PRICING WORK

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

PAYMENT APPLICATION - FORMS

Contractor shall utilize AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment. Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of contractor. The City will return incomplete applications without action. Submit 2 signed original copies of each Application for Payment to the City.

4.8 LIQUIDATED DAMAGES

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

4.9 PRE-CONSTRUCTION CONFERENCE:

A pre-construction conference will be held following contract award. The meeting must be attended by the Contractor. No compensation will be made by the City to the Contractor for meetings.

4.10 WORK HOURS

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

4.11 PROTECTION OF WORK, PROPERTY AND PERSONS

The Contractor shall be responsible at no additional expense to the City for initiating, maintaining, and supervising all safety precautions and programs in connection with this project. All necessary precautions shall be taken: to prevent injury to the Contractor's employees and other persons who may be affected by the project; to prevent damage to or loss of materials or equipment incorporated into the project; and to protect this and other property at or adjacent to the site.

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

4.12 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 always present on the site as required to perform adequate supervision and coordination of the work, including subcontractors. The designated representative shall be fluent in the English language and have good communication skills.

4.13 SUB-CONTRACTORS

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

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

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

4.14 PERMITS

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

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

4.15 QUALIFICATIONS OF CONTRACTOR

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

4.16 WORK QUALITY

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

4.17 REFERENCES

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

4.18 MATERIALS

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

4.19 SAFETY AND CLEANLINESS

Contractor shall provide for a neat, clean, and safe environment always during the performance of the work. All equipment must be clean and in proper working order. Contractor shall thoroughly clean the job site at no additional expense to the City upon completion of the work. Equipment leaks such as oil, hydraulic fluid and gas on pavement and concrete surfaces will need to be power washed prior to the city accepting work.

4.20 ADDITIONAL WORK

The City reserves the right to add work as deemed necessary. The City will issue separate written directives and a written purchase order for work for specific projects.

Applicable prices shall be applied to the additional work as bid and/or the unit prices established by the City in this bid document, to accomplish all work.

4.21 NOTIFICATION TO PUBLIC AGENCIES

At least 48 hours prior to beginning work, the Contractor shall notify the Recreation and Parks Construction Management Division at 240-314-8600. The Contractor is responsible for notification to all other public agencies whose utility may be affected by construction under this contract, including Miss Utility and the City of Rockville Utility Maintenance Division 240-314-8567

4.22 STOP-WORK ORDER

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

4.23 CHANGES IN WORK

If an event arises which the contractor considers may result in the addition, deletion or modification to the contract, the contractor shall notify the City Inspector, in writing, prior to commencing work under that change.

4.24 TRAFFIC CONTROL

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

4.25 MOBILIZATION

- Shall be Incidental to each site-specific project over a contract value of \$5000 and shall consist of obtaining all required permits; preparatory work and operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; preparation of a construction schedule if requested; furnishing porta-john if requested and staging equipment at established City approved location.
- Non incidental payments shall be provided to a construction contractor or a supplier for specially construction equipment to assist in meeting extraordinary start-up costs incurred to promptly perform under the contract may be permitted (e.g., purchase of specialized equipment and special materials).

INVITATION FOR BIDS #26-23

ASPHALT-CONCRETE WORK

SECTION V: Technical Specifications

5.1 GENERAL REQUIREMENTS

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

5.2 SITE USE AND SAFETY

The Contractor shall be aware that these sites are active recreation areas used daily. The Contractor's work shall be conducted and coordinated in a way will minimize interference with the recreation and public activities.

5.3 SCHEDULING

The contractor, or any subcontractor, providing service via this contract is required to provide the Project Manager 48 hours notice of when work related to this contract will be performed in the City. In addition, a bi-lingual Spanish/English speaking supervisor will need to be supervising crew and subs during work activities. Failure to comply may result in work being terminated for that day at no expense to the City.

5.4 ASPHALT CRACK SEALING

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

5.5 ASPHALT BASED SURFACE SEALER

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

5.6 PETROMAT

Surface preparation and installation method shall be prepared per product manufacturer's specification. Use Amoco Petromat system or an approved equal.

5.7 PETROTAC

Surface preparation and installation method shall be per product manufacturer's specification. Use Amoco Petrotac paving repair system or an approved equal.

5.8 PARKING LOT LINE AND FIRE LANE STRIPE

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

5.9 BITUMINOUS CONCRETE

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

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

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

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

5.10 TEMPERATURE

The subgrade shall not be frozen, and the prepared base course of graded aggregate base (GAB) OR (CR-6) shall be dry and free from loose or foreign materials. For asphalt, the air temperature shall be 32 degrees F and rising for base course and 40 degrees and rising for surface course asphalt work. For concrete the air temperature shall be 40 degrees and rising.

5.11 WEATHER LIMITATIONS

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

5.12 PLACING AND SPREADING

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

5.13 CRUSHER RUN COURSE

A base course shall consist of thoroughly compacted graded aggregate base (GAB) or CR-6, placed in one course to the required width and cross section, may be required. GAB (CR-6) shall be placed in accordance with Maryland State Highway specifications (501.03.11).

Compaction shall be by means of a power roller weighing not less than 6 tons, vibratory plate or jumping jack when approved by the City Project Manager.

5.14 TACK COAT

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

5.15 NEW CONSTRUCTION – WALKWAYS [Paths and Trails]

All loose material, debris, refuse and other undesirable materials existing within the construction limits shall be removed by the Contractor and the entire bed upon which base materials are to be placed shall be stripped of topsoil and root mat.

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

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

5.16 EXISTING 3' and 4' WIDE PATHS WIDENED TO NEW ADA APPROVED 6' PATH FOR 2" OVERLAY

Existing 3' and 4' asphalt paths shall be widened to 6' by excavating either 1' on each side of existing 4' path or 2' on one side of existing path depending on grades, location and surroundings during layout. Contractor will hand excavate or use mini excavator on either side of path to allow for 8" of 95 % compacted CR-6 or GAB material. Subgrade must be compacted and approved by the city prior to placement of compacted stone. Contractor will then tack surface prior to placing a 2" overlay of 9.5 MM asphalt surface course. Both edges of overlaid path are to be stabilized, backfilled with approved topsoil, and stabilized with seed and straw which are incidental to each project.

5.17 ASPHALT MILLING- PATHS, SIDEWALKS, ROADWAYS AND PARKING LOTS

Milling must be by way of mechanical equipment such as an attached bobcat milling head or cold milling machine by Wirtgen or approved equal. If milling behind a curb the operation will extend to the full width of the path for tie-in to the back of the curb. Milling must occur for all tie-ins to ramps, sidewalks, curbs, amenities, pads, roadways and parking lots, etc....

5.18 NEW CONSTRUCTION –ROADWAY AND PARKING LOTS**a) BASE MATERIAL (GAB) (CR-6)**

Base material layer shall be placed to a compacted depth of four (4") inches. The material shall be compacted to 95% of maximum density.

b) BASE COURSE ASPHALT 19MM/12.5 MM (4") COMPACTED

Shall be installed to a four-inch (4") thickness of MSHA asphalt.

c) SURFACE COURSE ASPHALT 9.5 MM (2") COMPACTED

Surface course shall consist of two-inch (2") thickness bituminous concrete mix conforming to the MSHA. All asphalt shall be machine laid and rolled; no hand laying of asphalt is acceptable except for inaccessible areas where it may be hand spread if approved by the Project Manager. Both edges of path shall be stabilized, backfilled with approved topsoil, seed and straw at contractor's expense. Stakeout and survey are incidental to site specific ADA projects if deemed necessary by City Project Manager.

d) EXISTING PATHWAYS, ASPHALT OVERLAY (1.5") COMPACTED

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

5.19 FLEXI-PAVE

The contractor shall install Flexi-Pave surface per manufactures recommendation, specifications and details per link <https://capitolflexipave.com/> or an approved equal by the City of Rockville Project Manager.

5.20 STAMPED ASPHALT CROSSWALKS REPAINT AND THERMOPLASTIC BORDER

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

5.21 REMOVAL OF DEFECTIVE WORK WALKS

Such portions of the work that are, in the opinion of the Parks Project Manager and field Inspector, defective or do not comply with the specifications or fail to meet the surface tolerances, shall be cut out to a depth of 6", removed off site and replaced at the Contractor's expense using 4" of GAB and 2" of B-I base asphalt as directed.

5.22 ROADS, PARKING LOTS

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

5.23 CONCRETE

Must comply with City of Rockville Department of Public Works Standards and Details for Construction 2000 edition or newer. When not applicable follow the most current edition (Gray Book) MDOT-SHA. All topsoil, seed and straw required to backfill concrete edges is considered incidental to each specific project and must be factored into the cost of each project unless topsoil amounts exceed what would be required to restore site to the existing conditions.

5.24 SPRAY-TEK (ACRYLIC OVERLAY SYSTEM)

Refer to Technical Data Sheet and manufacturer's recommendations for preparation and application process of this system.

5.25 PERVIOUS CONCRETE PAVEMENT (see Exhibit B, item 30 for complete certification requirements)

This work consists of all materials, equipment, and workmanship required for the removal and installation of Pervious Concrete Pavement in driveways, parking stalls and pedestrian paths as shown on the approved contract documents.

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

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

5.26 CHAIN LINK FENCING

In accordance with MDOT-SHA except as noted. Chain link fence to be black, fusion bonded, nine gauge (0.148 core), two-inch mesh. Any gates installed shall be supplied with all hardware including latch and locking mechanism. All post, rails and braces shall be sized in accordance with the fabric height. All new post shall be concrete encased. All materials shall be obtained from one supplier. The approved supplier is Long Fence or equal, as approved by the Owner. Material submittals used are to be provided by contractor to City Project Manager for review and approved.

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

5.27 VERSA-LOK STANDARD UNREINFORCED RETAINING WALL SYSTEMS

Shall be installed per manufacturer's specification but to include a minimum 6" granular leveling pad on an approved subgrade. Cap unit to be installed and adhered with VERSA-LOK concrete adhesive or equal. Install drainpipe covered with #57 drainage aggregate to a minimum of 12" thick. Install impervious fill 12" deep and stabilized behind wall using approved seed and straw mix. Contractor may elect to substitute type of retaining wall system with approved equal but will require the approval of the City's Project Manager. Caps to be included in complete wall system.

5.28 SEED MIX

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

5.29 SOD

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

5.30 STABILIZATION MATTING

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

5.31 ROOT BARRIER

Root barrier must be installed only by a Maryland Licensed Tree Expert and must be ISA certified. Root barrier must be Deep Root manufacturer or approved equal and installed according to the manufacturers recommendations.

5.32 ROOT PRUNING

Root pruning must be performed only by a Maryland Licensed Tree Expert and must be ISA certified. Root pruning must be installed according to the standards enclosed.

5.33 CAULKING

Polyurethane caulking shall be Sikaflex 1a, Tremco (Vulken 116) or approved equal and installed using approved manufacture recommendation, means and methods. Silicone caulking shall be Dow Corning 700 Industrial Garde or approved equal and installed using approved manufacture recommendations, means and methods.

Caulking is both the processes and material (also called **sealant**) to seal joints or seams in various structures, concrete joints, and some types of piping, framing and window installations. All existing and old caulking in areas specified shall be completely removed and the area cleaned per manufacturers recommendation. Allow the area to completely air dry after surface has been cleaned. A backer rod must be used if required at no additional cost to the application process.

5.34 PRESSURE WASHING/POWER WASHING

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

5.35 MILLENNIUM TRAIL THERMO PLASTIC MILEAGE MARKERS

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

5.36 SANDBLASTING

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

5.37 PAINTING

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

Notice to Contractors

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

GENERAL ORDINANCE STANDARDS (Non-construction related)

Maximum allowable sound levels, measured at the nearest **receiving property** line, are **65 dBA**

(A-weighted decibels) during **daytime hours** and **55 dBA** during **nighttime hours**, for residential receiving properties (**67 dBA daytime** and **62 dBA nighttime** for non-residential receiving property). **Mixed Use Zones** are considered **residential**.

- **"Daytime"** means from **7 a.m. to 9 p.m. weekdays** and **9 a.m. to 9 p.m. weekends and holidays**.
- **"Nighttime"** means from **9 p.m. to 7 a.m weekdays** and **9 p.m. to 9 a.m. weekends and holidays**.
- **"Receiving Property"** means any property **where people live or work and where noise is heard**.

CONSTRUCTION EXEMPTION AND STANDARDS

"Construction" means temporary activities directly associated with site preparation, assembly, erection, repair, alteration, or demolition of structures or roadways.

Construction Noise levels must be measured on a **receiving property**, but no closer than 50' from the noise source.

From **7 a.m. to 5 p.m. Weekdays**, **Construction Noise Levels** must not exceed:

- **75 dBA** without a **"Noise Suppression Plan"**.
- **85 dBA** with a **"Noise Suppression Plan"**.
- **"Noise Suppression Plan"** means a written plan to use the most effective noise suppression equipment, materials, and methods appropriate and reasonably available for a particular type of construction.

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

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

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

Summary - Construction Noise

Measured at nearest receiving property, but no closer than 50' from the noise source.

Weekdays (Monday - Friday), 7 a.m. to 5 p.m.

Without Suppression Plan: **75 dBA**

With Suppression Plan: **85 dBA**

5 p.m. to 9 p.m. : **65 dBA**

9 p.m. to 7 a.m. : **55 dbA**

Saturday, Sunday, Holidays

9 a.m. to 9 p.m.: **65 dBA**

9 p.m. to 9 a.m.: **55 dBA**

In the majority of circumstances in the County, the Receiving Property will be considered residential. In cases where the nearest receiving properties are non-residential, the standards will be 67 dBA/Daytime and 62 dBA/Nighttime, except from 7 a.m. to 5 p.m. weekdays, when the higher construction exemption prevails.

While a **Noise Disturbance**, as defined by the Ordinance, could conceivably occur at any time, it is most likely to happen during the **Nighttime Hours**. The most common complaint involves back-up beepers, and can be avoided by employing lawful alternatives to audible devices.

The Department of Environmental Protection is currently developing Regulations for Noise Suppression Plans, as required by the revised Ordinance. In general, such plans will involve equipment selection and maintenance, scheduling and reasonable care in planning and conducting operations. Often, noise suppression measures can be fabricated on-site using materials at hand.

As a point of reference, two persons, speaking in normal tones of voice at a distance of three feet, will generate about 63 dBA between them. Therefore, normal, fully intelligible conversation would be possible at the receiving property line of a site generating 65 dBA or less. By comparison, for normal, intelligible speech at a distance of about ten feet between speakers, the background sound would have to be 55 dBA or less.

Most equipment manufacturers, and especially those who produce or market in Europe or Asia, will have detailed noise performance specifications for their products. Many also provide silencing packages, both design and retrofit.

Copies of the revised Ordinance will be mailed upon request. If there are any questions or comments, please do not hesitate to contact the [Office of Environmental Policy and Compliance](#) at 240-777-7770.

Issued: March 19, 1997

By: Tom Ogle, Noise Program Director

**COMPLETE AND RETURN WITH BID
INVITATION FOR BIDS #26-23
ASPHALT-CONCRETE WORK**

SECTION VI: BID PRICING FORM/BID PACKET

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.

BIDDERS MUST BID ON ALL ITEMS

See Exhibit A for Pictorial Detail and Exhibit B for Engineer Drawings and Product Cut Sheets

SPECIFIC SITE WORK – EXHIBIT A (FY25).....
FY25 WORK (Items 1-5) TO BE COMPLETED BY JUNE 30, 2024

| I. | ITEM NO. PRICE | LOCATION | EST | UNIT QTY | TOTAL PRICE |
|----|--|----------|---------|-------------|----------------|
| 1. | MATTIE STEPANEK PARKING LOTS ASPHALT REPAIRS, MILL AND OVERLAY (FY25) Items 1 through 9 | | | | |
| | 1800 Piccard Drive | | | | |
| | 1) Remove and replace 6" concrete curb and gutter | | 100 LF | _____ | _____ |
| | 2) 1.5" Asphalt Mill parking lots Park, Dog Park and Concession Lots | | 9375 SY | _____ | _____ |
| | 3) 1.5" 9.5 mm surface Asphalt overlay Park, Dog Park and Concession Lots | | 9375 SY | _____ | _____ |
| | 4) Remove and replace full depth asphalt patch | | 50 SY | _____ | _____ |
| | 5) 4" White parking space line striping | | 5250 LF | _____ | _____ |
| | 6) MUTCD Handicap parking symbols | | 8 EA | _____ | _____ |
| | 7) Striped van accessible aisle | | 4 EA | _____ | _____ |
| | 8) Striped car accessible aisle | | 1 EA | _____ | _____ |
| | 9) Striped crosswalks | | 4 EA | _____ | _____ |

(FY25) Item 1 TOTAL _____

SPECIFIC SITE WORK, continued:

EXHIBIT A (FY25)

| II. | ITEM NO. | LOCATION | EST | UNIT QTY | TOTAL PRICE |
|-----|----------|----------|-----|-------------|----------------|
|-----|----------|----------|-----|-------------|----------------|

**2. MATTIE STEPANEK WALKING PATH ASPHALT REPAIRS AND OVERLAY
(FY25) Items 1 through 3**

1800 Piccard Drive

| | | | | |
|--|------|----|-------|-------|
| 1) Mill 6" asphalt full depth to subgrade and patch with compacted CR-6 for overlay. | 150 | SY | _____ | _____ |
| 2) Mill 1.5" asphalt full width behind concrete curb | 75 | SY | _____ | _____ |
| 3) 1.5" asphalt overlay surface mix 9.5 mm for paths throughout park | 6670 | SY | _____ | _____ |
| (FY25) Item 2 TOTAL | | | _____ | _____ |

**3. FALLSGROVE INTERIOR PATH ASPHALT REPAIRS AND OVERLAY
(FY25) Items 1 through 4**

700 Falls Grove Dr

| | | | | |
|--|------|----|-------|-------|
| 1) Mill 6" asphalt full depth to subgrade and patch with compacted CR-6. | 150 | SY | _____ | _____ |
| 2) 1.5" asphalt overlay surface mix 9.5 mm throughout Falls Grove Park Development | 9950 | SY | _____ | _____ |
| 3) Install 4" painted crosswalks, stop bars | 1000 | LF | _____ | _____ |
| 4) Remove and replace thermoplastic mileage markers | 3 | EA | _____ | _____ |
| (FY25) Item 3 TOTAL | | | _____ | _____ |

**4. ELWOOD SMITH ASPHALT REPAIRS AND PATH OVERLAY
(FY25) Item 1 through 2
601 Harrington Rd**

| | | | | |
|--|------|----|-------|-------|
| 1) Mill 6" asphalt full depth to subgrade and patch with compacted CR-6. | 75 | SY | _____ | _____ |
| 2) 1.5" asphalt overlay surface mix 9.5 mm throughout park | 1000 | SY | _____ | _____ |
| (FY25) Item 4 TOTAL | | | _____ | _____ |

**5. LONE OAK ASPHALT REPAIRS AND PATH OVERLAY
(FY25) Items 1 through 5
Intersection of Viers Mill Road and Atlantic Avenue**

| | | | |
|---|--------|-------|-------|
| 1) Remove and dispose of full depth asphalt 6" and backfill seed and stabilize area. | 85 SY | _____ | _____ |
| 2) Install 4"x4' asphalt sidewalk including 4" CR-6 compacted subbase to basketball Ct. | 12 SY | _____ | _____ |
| 3) 1.5 " Asphalt overlay using 9.5 mm surface mix | 420 SY | _____ | _____ |
| 4) Mill 6" asphalt full depth to subgrade and patch with compacted CR-6 path edges. | 75 SY | _____ | _____ |
| 5) 1.5" asphalt bobcat milling | 60 SY | _____ | _____ |

(FY25) Item 5 TOTAL _____

FY25 GRAND SITE TOTAL (ITEMS 1 THROUGH 5) \$ _____ A*

* and write this dollar amount on Bid Proposal Pricing Page 42 of 61, **SITE TOTAL, A (FY25)**

Written Grand Total _____

UNIT PRICING WORK: *(Items 1-89)*

See EXHIBIT B for Engineer Drawings and Product Cut Sheets

BIDDERS MUST BID ON ALL ITEMS.

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

| ITEM | TITLE | DESCRIPTION | Units | Unit Price | Est Qty | Total Price |
|------|---|---|-------|------------|--------------|-------------|
| 1 | Asphalt Milling | 2" depth, 10' wide | SY | | 5,500 | |
| 2 | Full Depth Asphalt Patch | Furnish and install per MCDOT Standard Detail MC-801.02 & MDSHA Section 505 | SY | | 500 | |
| 3 | Bituminous Concrete Curb | Remove dispose and replace per MCDOT Standard MC103.01 including all labor and materials, as directed. | LF | | 150 | |
| 4 | Bituminous Asphalt Overlay | Furnish and install 2" MDSHA Type SC, in place, for machine laid, per MDSHA section 610.3. | SY | | 5,500 | |
| 5 | Asphalt Pavement | Furnish and install 10' wide on 6" CR6 stone base, a 4" thick bituminous concrete base course and 2" thick bituminous concrete surface course in place as directed per MDSHA section 504. | SY | | 150 | |
| 6 | Asphalt Walk 8' wide [Biker Trail] | Furnish and install 8' wide on a 4" thick CR6 stone base, a 4" thick bituminous concrete base course and 2" thick bituminous Concrete surface course [SC] in place, as directed, per MDSHA Section 504. | SY | | 100 | |
| 7 | Asphalt Walk 6' wide [Hiker Trail] | Furnish and install 6' wide on a 4" thick CR6 stone base, a 2" thick 9.5mm bituminous concrete surface course in place as per MDSHA Section 504. | SY | | 500 | |
| 8 | Asphalt Sidewalk [Path] 4' wide | Furnish and install on 95% compacted subgrade, a 2" thick 9.5mm bituminous concrete surface course in place as per MDSHA Section 504. | SY | | 1500 | |
| 9 | Widen existing asphalt pathway | Unit price shall be based on detail most like that of path being widened. Include backfill, seed and straw. | SY | | 500 | |
| 10 | Asphalt Sidewalk 4' wide | Remove and Dispose – 4" Thick | SY | | 100 | |
| 11 | Flexi-Pave | Furnish and install per manufactures recommendations per Detail No. 118.00.01 (Flexi-Pave Sidewalk) | SF | | 200 | |
| 12 | Flexi-Pave | Furnish and install per manufactures recommendations per Detail No. 137.01.00 (Flexi-Pave Above Grade Trail Over Tree Roots) | SF | | 200 | |

| | | | | | | |
|----|-------------------------------------|---|----|--|------|--|
| 13 | Flexi-Pave | Furnish and install per manufactures recommendations per Detail No. 135.00.00 (Flexi-Pave Trail Flush With Grade) | SF | | 200 | |
| 14 | Flexi-Pave | Furnish and install per manufactures recommendations per Detail No. 134.00.00 (Flexi-Pave Tree Surround for Newly Planted Trees) | SF | | 200 | |
| 15 | Concrete Sidewalk | Furnish and Install - 4' wide 4" thick sidewalk per MCDOT Standard Detail 110.01 and MDSHA Section 610. | SY | | 200 | |
| 16 | Concrete Sidewalk | Remove, Dispose and Replace Existing - Furnish and install 4' wide 4" thick concrete sidewalk per MCDOT Standard Detail 110.01 and MDSHA Section 610. | SY | | 300 | |
| 17 | Concrete Sidewalk 4' wide | Remove and Dispose of Existing 4' | SY | | 200 | |
| 18 | Concrete Sidewalk [Elevated] | Furnish and install 4' wide, 4" thick walk as per Figure E-13 | SY | | 100 | |
| 19 | Concrete Pad | Remove, Dispose and Replace 4"-6" concrete. | SY | | 500 | |
| 20 | Concrete H/C Ramp | Furnish and install per MCDPW Standard No. MC-112.01. | EA | | 10 | |
| 21 | Concrete H/C Ramp | Remove, dispose, replace existing per MCDPW Standard No. MC-112.01. | EA | | 10 | |
| 22 | Concrete Curb and Gutter | Furnish and install MCDOT 100.01 C&G All work to comply with MDSHA Section 609. | LF | | 1000 | |
| 23 | Concrete Curb and Gutter | Remove and dispose, replace existing MCDOT 100.01 C&G, including excavation, backfill, topsoil and mulch per MDSHA section 609 | LF | | 500 | |
| 24 | Concrete Curb and Gutter | Furnish and install MCDOT 101.01 Type "C" including excavation, backfill, topsoil. | LF | | 500 | |
| 25 | Concrete Curb and Gutter | Remove and dispose, replace existing. MC DOT 101.01 Type C | LF | | 500 | |
| 26 | Concrete Inlet Slab | Remove and dispose of existing inlet slab as directed. | SY | | 5 | |
| 27 | Concrete Inlet Slab | Furnish and install reinforced slab, including frame and cover, per MCDOT Detail 502.1. | SY | | 5 | |

| | | | | | | |
|----|--|---|------|--|------|--|
| 28 | Concrete Inlet Throat | Remove and dispose of existing as directed. | LF | | 20 | |
| 29 | Concrete Inlet Throat | Furnish and install per MCDOT Detail 502.1. | LF | | 20 | |
| 30 | Acrylic Cement Overlay | Furnish and install Duraset 1000 and G100 Grout Mix | SY | | 1 | |
| 31 | Streetscape-Pavers Sidewalk | Furnish and install including all labor, materials per Standard No. MC-111.02 | SY | | 150 | |
| 32 | Gravelpave 2 [Invisible Structures, Inc.] | Furnish and install per Manufacturer's specifications | SY | | 20 | |
| 33 | ADA Sign with Post | Furnish and install per MNCPPC ADA Compliance Manual Details | EA | | 15 | |
| 34 | ADA Handrail | Furnish and install steel handrails per Standard Detail 505.10.1, 505.10.2, 405.9 | LF | | 250 | |
| 35 | Sawcut | Asphalt / Concrete | LF | | 200 | |
| 36 | Contingent Stone | CR 6 | TON | | 100 | |
| 37 | Contingent Stone | Stone #2 | TON | | 40 | |
| 38 | Riprap | Class #1 SHA | TON | | 40 | |
| 39 | Riprap | Class #2 SHA | TON | | 40 | |
| 40 | Crack Seal | Furnish and install | LF | | 1000 | |
| 41 | Asphalt Seal Coating | Furnish and install | SY | | 2500 | |
| 42 | SealMaster | Asphalt Paint Sealer HD-500 | SY | | 100 | |
| 43 | Thermoplastic Mileage Marker | Remove, furnish and install (24" Millennium Trail Mileage Marker) | EA | | 1 | |
| 44 | Thermoplastic Border | 1' Wide, 120 mil, preformed white | LF | | 100 | |
| 45 | Fire Lane Painting | Fire lane yellow curb painting | LF | | 1000 | |
| 46 | Striping | Line Striping, Parking Lots, 4" width white | LF | | 1500 | |
| 47 | HC Striping | Spray-applied Handicap Parking symbol | EA | | 15 | |
| 48 | Interlocking Versa LOK | Interlocking Versa LOK STANDARD CMU Wall | SF | | 150 | |
| 49 | Petromat | Furnish and install | SY | | 1 | |
| 50 | Petrotac | Furnish and install | LF | | 1 | |
| 51 | Backfill | Haul and placement | TON | | 20 | |
| 52 | Engineered Stakeout | Furnish and install | ACRE | | 3 | |
| 53 | Sod | Furnish and install | SY | | 10 | |
| 54 | Seed and Straw | Furnish and install | SY | | 100 | |
| 55 | Root Pruning | Furnish and install Per Figure E-9 | LF | | 150 | |
| 56 | Root Barrier | Furnish and install | LF | | 150 | |
| 57 | Stabilization Matting | Furnish and install BioNet S75BN | SY | | 1 | |

| | | | | | | |
|----|---|--|-----|--|-------------|--|
| 58 | Stabilization Matting | Furnish and install BioNet SC150 | SY | | 1 | |
| 59 | Geotextile Fabric Mirafi 500X | Furnish and install | SY | | 1 | |
| 60 | Detectable Warning Surface | Furnish and install per MD-655.40 | EA | | 1 | |
| 61 | Caulking | Furnish and install. | LF | | 200 | |
| 62 | Pressure/Power Washing | Furnish and install. | HR | | 8 | |
| 63 | Sandblasting | Furnish and install | SF | | 500 | |
| 64 | Painting | Furnish and install (1) primer (2) coats | SF | | 100 | |
| 65 | Concrete Curb Stop | Furnish and install per SHA Detail MD 64.04 Type II | EA | | 10 | |
| 66 | Landscape PT Timbers | Furnish and install, 6"x6" timbers, pressure treated | SF | | 50 | |
| 67 | Silt Fence | Furnish and install per MDE Detail E-1 | LF | | 2000 | |
| 68 | Silt Fence on Pavement | Furnish and install per MDE Detail E-2 | LF | | 100 | |
| 69 | Curb Inlet Protection | Furnish and install per MDE Detail E-9-3 | EA | | 1 | |
| 70 | Standard Inlet Protection | Furnish and install per MDE Detail E-9-1 | EA | | 1 | |
| 71 | At Grade Inlet Protection | Furnish and install per MDE Detail E-9-2 | EA | | 1 | |
| 72 | Filter Log | Furnish and install per MDE Detail E-8 | EA | | 5 | |
| 73 | Tree Protection Fence | Blaze Orange Plastic Mesh Per Figure E-3Detail 400 nit | LF | | 150 | |
| 74 | Deer Protection | Deer Rub Protection Detail A-5 | EA | | 10 | |
| 75 | Trunk Protection | Trunk Protection Detail A-10 | EA | | 5 | |
| 76 | Stabilized Construction Entrance | Install per MDE Detail B-1 Unit Cost LS/EA | EA | | 1 | |
| 77 | Sidewalk Ramps Parallel | Install per MDOT Detail (MD 655.12) | EA | | 1 | |
| 78 | Chain Link Fence, 42" | Black, fusion bonded, nine gauge (0.148 core), 2"mesh | LF | | 100 | |
| 79 | Chain Link Fence, 48" | Black, fusion bonded, nine gauge (0.148 core), 2" mesh | LF | | 100 | |
| 80 | Chain Link Fence, 60" | Black, fusion bonded, nine gauge (0.148 core), 2"mesh | LF | | 100 | |
| 81 | Chain Link Fence, 72" | Black, fusion bonded, nine gauge (0.148 core), 2" mesh | LF | | 100 | |
| 82 | Georgia Buggy | With Operator, Full-Day (8 hours) | HRS | | 8 | |
| 83 | Backhoe Excavator | With Operator, Half-Day (4 hours) | HRS | | 4 | |

| | | | | | | |
|----|----------------------------|--|-----|--|----|--|
| 84 | Backhoe Excavator | With Operator, Full-Day (8 hours) | HRS | | 8 | |
| 85 | Bobcat with Operator | With Operator, Half-Day (4 hours) | HRS | | 4 | |
| 86 | Bobcat with Operator | With Operator, Full-Day (8 hours) | HRS | | 8 | |
| 87 | Pervious Concrete Pavement | Furnish and Install 6" per NRMCA | CY | | 50 | |
| 88 | Filter Bag | Furnish and Install per MDE Detail F-4 | EA | | 1 | |
| 89 | Concrete Washout Structure | Furnish and Install per MDE Detail H-6 | EA | | 1 | |

(Unit Pricing Work Items 1-89) UNIT PRICE TOTAL \$ _____ **B**

Written Grand Total: _____

27. **PROMPT PAYMENT DISCOUNT** Unit Cost Per Invoice _____%
(Item 16, bid page 5 of 61)

28. **Coefficient for Work during Normal Hours**
Contractor will provide construction services during Normal Hours (M-F, 7 AM to 5 PM, except designated holidays), for the line item unit prices in the "Total, including O & P" column of the current edition of R.S. Means Facility Construction Cost Data, adjusted by the Washington, D.C. Weighted Average City Cost Index and multiplied by the **Bid Coefficient of** _____.

29. **Coefficient for Work during Other Than Normal Hours.**
Contractor will provide construction services, when directed by Project Manager, during times other than Normal for the line item unit prices in a "Total, incl. O&P" column of the current edition of R.S. Means Facility Construction Cost Data, adjusted by the Washington, D.C. Weighted Average City Cost Index and multiplied by the **bid coefficient of** _____.

30. **Coefficient for Non Pre-Priced Work.**
The following coefficient will be applied to prices for work or products that are not found in the unit price book and must be priced based on procedures in Section 4.2.1, Information for Respondents. The value of the non pre-priced work will be multiplied by the **bid coefficient of** _____ to determine the final cost for the work.

* **Base LF/Unit Cost of Chain Link Fence above on 100 Linear Feet installed.**

*SITE TOTAL EXHIBIT A (page 40-42 of 61) \$ _____ **A(FY25)**

*** UNIT PRICE TOTAL EXHIBIT B \$ _____

GRAND TOTAL (A+B) \$ _____

GRAND TOTAL IN WORDS: _____

PROJECT SCHEDULE

Contract planning work shall begin within ten (10) days of issuance of Purchase Order and shall be completed within one hundred eighty (180) calendar days thereafter. However, once started, the project shall be completed promptly and without interruption. Time is of the essence. Confirm your firm’s ability to meet the project schedule:
_____YES _____NO

INSURANCE

The contractor will be required to submit a certificate of insurance **including endorsements and a waiver of subrogation** in accordance with Insurance Requirements Pages (23 and 24).

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

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

SUBMITTALS

The following items shall be submitted with the bid:

- a. Bid Proposal Form Pages 42-51 of this IFB, includes:
 - i. Pricing pages,
 - ii. Affidavit,
 - iii. Contractor’s Information Report
 - iv. References
- b. Bid Bond in the amount of 5% of the work specified for FY25 A (page 42-44)
- c. Any subcontractor information
- d. Any Addenda that may have been issued for this IFB

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:

<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 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.

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

Addendum # _____ Date _____
Addendum # _____ Date _____

Addendum # _____ Date _____
Addendum # _____ Date _____

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

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

IF AN INDIVIDUAL:

NAME: _____

_____ Street and/or P.O. Box

_____ City State Zip Code Fed ID or SSN

_____ (SEAL) _____
Signature Date

_____ Print Signature

WITNESS: _____

Signature

_____ Print Signature

IF A PARTNERSHIP:

NAME OF PARTNERSHIP: _____

Street and/or P.O. Box

City State Zip Code Fed ID or SSN

BY: _____ (SEAL) _____
Member Signature Date

Print Signature

TITLE: _____ WITNESS: _____
Signature

Print Signature

IF A CORPORATION:

NAME OF CORPORATION: _____

Street and/or P.O. Box

City State Zip Code Fed ID or SSN

STATE OF INCORPORATION: _____

BY: _____ (SEAL) _____
Signature Date

Print Signature

TITLE: _____ WITNESS: _____
Secretary's Signature

Print Signature

CONTACT FOR ADMINISTRATION

NAME: _____

PHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

EMERGENCY SERVICE (24hr.) PHONE: _____

REMITTANCE ADDRESS (if different than above)

_____ Street and/or P.O. Box

_____ City State Zip Code

RESPONDENT’S QUESTIONNAIRE

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

Submitted by _____
 Signature of Authorized Representative: _____
 Name of Firm: _____
 Address _____
 Organized under the laws of State of: _____
 DUNS #: _____

1. ORGANIZATION

- 1.1 How many years has your organization been in business as a Contractor?
- 1.2 How many years has your organization been in business under its present business name?
- 1.3 Under what **other** or former names has your organization operated?
- 1.4 If your organization is a corporation, answer the following:
 - Date of incorporation:
 - State of incorporation:
 - President's name:
 - Vice-president's name(s):
 - Secretary's name:
 - Treasurer's name:

- 1.5 If your organization is a partnership, answer the following:
 - Date of organization:
 - Type of partnership (if applicable):
 - Name(s) of general partner(s):

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

Name of owner:

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

2. LICENSING

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

3. EXPERIENCE

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

3.2 Has your organization ever failed to complete any work awarded to it? If yes, please provide details on a separate sheet.

3.3 a) Are there any judgment, claims, arbitration, proceedings, or suits pending or outstanding against your organization or its officers? b) Has a surety bond or similar instrument ever been called on your company? (i.e., has the obligee ever called a surety bond issued on behalf of your company)?

3.4 Within the past five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? If yes, please provide details.

3.5 Within the last two years, has any owner of any project threatened to impose or imposed liquidated damages against your organization? If yes, provide details.

3.6 Within the last two years, has your organization constructed any projects where the date of substantial completion was more than 30 days after the contract completion date as determined by the contract and any changes orders? If yes, provide details.

3.7 Within the last 2 years, has your organization constructed any projects where the change orders exceeded 10% of the contract price? If yes, provide details.

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

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

4. FINANCIAL

4.1 State that you will provide a copy of your company's audited financial statements for the past two (2) years, if requested, by the City of Rockville.

4.2 Is your company currently for sale or involved in any transaction to expend or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

4.3 Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

CERTIFICATION

The above statements are certified to be true and accurate.

BY: _____
Signature

Date

Print Signature/Title

ATTACHMENT A AFFIDAVIT

I hereby affirm that: I am the _____ and the duly authorized representative of the firm of _____ whose address is _____

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I further affirm:

AFFIDAVIT OF QUALIFICATION TO CONTRACT WITH A PUBLIC BODY

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

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

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

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

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

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

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

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

NON—COLLUSION AFFIDAVIT

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

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

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

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

Signature and

Title _____

Date _____

**ATTACHMENT B
INVITATION FOR BID #26-23**

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: _____

4. Company Name _____

Address: _____

Contact Person: _____ Current phone #: _____

Email Address: _____

Contract Amount: _____ Name of your project supervisor: _____

Scheduled completion date: _____ Percent complete: _____

Percent of work by own forces: _____ Actual completion date: _____

Description of Work Performed _____

5. Company Name _____

Address: _____

Contact Person: _____ Current phone #: _____

Email Address: _____

Contract Amount: _____ Name of your project supervisor: _____

Scheduled completion date: _____ Percent complete: _____

Percent of work by own forces: _____ Actual completion date: _____

Description of Work Performed _____



CONTRACT PERFORMANCE BOND

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

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

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

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

CONTRACT PERFORMANCE BOND

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

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

ATTEST:

Corporate Secretary or Asst. Secretary

(Print or Type Name and Title)

Principal
By _____ (Seal)
President or Vice President

(Print or Type Name and Title)

(Address)

ATTEST:

Witness as to Surety

(Print or Type Name and Title)

Surety
By _____ (Seal)
Attorney-in-Fact

(Print or Type Name)

(Address)

(Address)

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

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



CONTRACT PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____
 _____ a (2) _____
 hereinafter called "Principal" and (3) _____
 of _____, State of _____ hereinafter called the
 "Surety", are held and firmly bound unto (4) The Mayor and Council, of Rockville, Maryland, hereinafter
 called "Owner", in the penal sum of *(100% of Contract Amount)* _____
 _____ Dollars (\$ _____
 _____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

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

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

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

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

ATTEST:

Corporate Secretary or Asst. Secretary

(Print or Type Name and Title)

Principal
By _____ (Seal)

President or Vice President

(Print or Type Name and Title)

(Address)

ATTEST:

Witness as to Surety

(Print or Type Name and Title)

Surety
By _____ (Seal)

Attorney-in-Fact

(Print or Type Name)

(Address)

(Address)

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

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