



Gaithersburg
A CHARACTER COUNTS! CITY

City of Gaithersburg

31 South Summit Avenue
Gaithersburg, Maryland 20877

REQUEST FOR PROPOSALS

No. 2014-026

CONSTITUTION GARDENS DESIGN-BUILD PROJECT

Solicitation Issued: May 12, 2014

Proposal Submissions Due: June 27, 2014 Time: 1:00 PM

Submissions Received By: Adam Newhart
Public Works Operations Administrator
Department of Public Works
800 Rabbitt Road
Gaithersburg, Maryland 20878

MAYOR
Sidney A. Katz

COUNCIL MEMBERS
Jud Ashman
Cathy Drzyzgula
Henry Marraffa, Jr.
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CITY MANAGER
Tony Tomasello

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SECTION 1: Definitions

Proposal: "Proposal" means the binding offer and any and all documents submitted to the City by an Offeror in response to this Solicitation.

Proposal Price: "Proposal Price" means the total monetary offer of the Proposal.

Offeror: "Offeror" means any Person submitting a Proposal in response to this Solicitation.

City: "City" means the City of Gaithersburg, Maryland, a municipal corporation of the State of Maryland.

Closing Date: "Closing Date" means the

Contract: "Contract" means the binding agreement awarded pursuant to this Solicitation, if any.

Contractor: "Contractor" means the Offeror awarded the Contract.

Person: "Person" means any individual, sole proprietorship, association, company, firm, partnership, limited partnership, joint venture, corporation, Limited Liability Company or other form of entity or association recognized at law.

Solicitation: "Solicitation" means this Request for Proposal.

Solicitation Documents: "Solicitation Documents" means this Solicitation and any and all documents issued and/or used by the City to solicit Proposals, including but not limited to: addendums, amendments, forms and specifications.

~ END OF SECTION 1 ~

SECTION 2: Notices to Offerors

2.1. CITY'S LIABILITY

This is a Solicitation only, it is not a contract. The City shall assume no obligation to pay or reimburse any Person for any costs, fees, or expenses incurred in preparation of a response to this Solicitation, or for any meetings or travel costs related to such response.

The City reserves the right to reject any or all Proposals in full or in part and/or to waive any technicalities or informalities as best may serve the interests of the City. The City is under no obligation to any Offeror until a contract is executed for the Services described herein.

2.2. AUTHORITY TO DISTRIBUTE SOLICITATION DOCUMENTS

The City is the sole entity with the authority to issue and distribute Solicitation Documents. Any and all Solicitation Documents obtained from any source other than the City be incomplete and/or incorrect. The City assumes no responsibility for any error, omission and/or misinterpretation resulting from the reliance and/or use of Solicitation Documents not issued and distributed by the City.

Any and all Solicitation Documents shall be posted on the City's website at <http://www.gaithersburgmd.gov/government/procurement/current-bids>.

2.3. ACCEPTANCE

The submission of a Proposal shall constitute acknowledgement and acceptance by the Offeror of the conditions, requirements, specifications and conditions specified herein.

2.4. RESTRICTED DISCUSSIONS

Offerors are prohibited from discussing this Solicitation or any part thereof with any employee, agent, or representative of the City except as expressly authorized herein. The City may, in its sole discretion, reject the Proposal submitted by any Offeror who is in violation of this provision.

2.5. STATE OF MARYLAND BID AND CONTRACT REQUIREMENTS

A. Bidding Requirements

The Offeror must be qualified to bid in the State of Maryland in accordance with §16-202 and §16-203 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B. Contract Requirements

To enter into a contract with the City, the Offeror must be in compliance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations.

2.6. ADA REQUIREMENTS

Individuals with a disability, who would like to receive the information in this Solicitation in another form, may contact the City's Procurement Manager at 301-258-6320.

~ END OF SECTION 2 ~

SECTION 3: Solicitation Information and Schedule

3.1. **INTRODUCTION**

The City is requesting Proposals from qualified and experienced Landscape Design/Build Firms to provide comprehensive design/build services to renovate a one (1) acre community park known as Constitution Gardens (hereinafter referred to as “Services”), which is located at 112 Brookes Avenue Gaithersburg, Maryland 20877 (hereinafter referred to as “Park”).

3.2. **SOLICITATION SCHEDULE**

The following is the tentative schedule of events for this Solicitation. The City reserves the right to modify this schedule at any time as best may serve the interests of the City; any and all modifications will be communicated by addendum or amendment as specified herein. All times are according to Eastern Standard Time (EST).

EVENT	DATE	TIME
A. Solicitation Issued:	May 12, 2014	N/A
B. Pre-Solicitation Meeting:	May 21, 2014	9:00 a.m.
<ul style="list-style-type: none"> ↳ <u>Location</u> Department of Public Works 800 Rabbitt Road Gaithersburg, Maryland 20878 		
C. Offeror Questions Due:	June 2, 2014	1:00 p.m.
D. City’s Answers to Questions Issued:	June 6, 2014	N/A
E. Closing Date:	June 27, 2014	1:00 p.m.
<ul style="list-style-type: none"> ↳ <u>Submitted To</u> Adam Newhart Public Works Operations Administrator Department of Public Works 800 Rabbitt Road Gaithersburg, Maryland 20878 		

3.3. **MANDATORY PRE-SOLICITATION MEETING**

- A. Attendance of the Pre-Solicitation Meeting for this Solicitation is mandatory. The purpose of this meeting is to provide a method for all Offerors to become familiar with the Services and any and all conditions and specifications which may, in any manner, affect the Services. The Pre-Solicitation Meeting for the Services under this Solicitation shall: (i) be conducted on the date and at the time and location specified in Section 3.2(B) hereinabove; and (ii) consist of review of the project and a subsequent visit to the Park. Offerors are expected to bring a copy of all Solicitation Documents to the meeting; the City will not provide copies of any of the Solicitation Documents.

- B. The City's expects each Offeror to carefully examine any and all solicitation documents to become thoroughly aware of any and all conditions, requirements and/or specifications that may, in any manner, affect the Services under this Solicitation and Contract. A claim by any Offeror of a lack of knowledge of any such conditions, requirements and/or specifications shall not be grounds for any additional allowances and/or for any protest by the Offeror. The submission of a Proposal by any Offeror shall be taken as prima facie evidence that the Offeror has familiarized themselves with the nature and extent of the Services to be provided.

3.4. SOLICITATION QUESTIONS

The failure by the Offeror to ask questions regarding this Solicitation shall constitute acknowledgement, understanding and acceptance by the Offeror of all the terms, conditions and requirements set forth in this Solicitation.

A. Submission of Questions

All questions regarding this Solicitation shall be submitted in writing to Adam Newhart, Public Works Operations Administrator, by the date and time specified hereinabove. Questions shall be submitted by the following methods:

↳ By Email
anewhart@gaitthersburgmd.gov

↳ By Mail
City of Gaithersburg
Department of Public Works
800 Rabbitt Road
Gaithersburg, Maryland 20878

B. Answers to Questions

The City's answers to Offeror questions will be posted by addendum on the City's website, at <http://www.gaithersburgmd.gov/government/procurement/current-bids>, on the date specified hereinabove.

~ END OF SECTION 3 ~

SECTION 4: General Terms and Conditions

The following General Terms and Conditions are not subject to change, and shall: (i) apply to this Solicitation; (ii) survive this Solicitation; and (iii) be incorporated into the Contract.

4.1. HEADINGS

Any and all of the headings with respect to any and all of the sections, subsections and/or paragraphs contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of any of the Solicitation Documents.

4.2. ACCEPTANCE AND REJECTION OF PROPOSALS

The City reserves the right: (i) to accept or reject any or all Proposals in whole or in part; (ii) to waive any technicalities or informalities in Proposals; and (iii) to cancel or postpone this Solicitation at any time if determined to serve the best interests of the City. The City may reject the Proposal of any Offeror in arrears or in default to the City on any contract, debt, or other obligation.

4.3. ACCURATE INFORMATION

The Offeror certifies that all information provided, or to be provided, to the City is true and correct and may be relied upon by the City in awarding the Contract. Any false and/or misleading information is cause for the City to reject the Offeror's Proposal or to terminate the Contract if awarded to the Offeror. Such rejection or termination shall relieve the City of any direct or consequential damages or costs incurred by the Offeror.

4.4. ADDENDUMS AND AMENDMENTS

In the event an addendum(s) and/or amendment(s) is issued to this Solicitation, all the terms and conditions of this Solicitation shall govern and apply unless specifically stated or modified in such addendum(s) and/or amendment(s). Verbal or written answers to questions not posted on the City's website relative to this Solicitation shall not be considered valid or enforceable.

It is the responsibility of the Offeror to inquire about and obtain any addendum(s) and/or amendment(s) issued; any and all addendum(s) and/or amendment(s) will be posted on the City's website at <http://www.gaithersburgmd.gov/government/procurement/current-bids>.

4.5. BINDING PROPOSAL

All Proposals shall remain binding for one-hundred eighty (180) calendar days following the Closing Date of this Solicitation; Proposals may not be withdrawn at any time within this period. In the event an award is not made during such period, all Proposals shall be automatically extended for an additional one-hundred eighty (180) calendar days. Proposals shall automatically be renewed until such time as either an award is made or proper notice is given to the City of the Offeror's intent to withdraw its Proposal. Proposals may only be withdrawn by submitting notice in writing at least fifteen (15) calendar days prior to the expiration of the then current one-hundred eighty (180) calendar days' period.

4.6. CONFIDENTIALITY

- A. The City agrees, to the extent permitted by law and in accordance with the terms and conditions set forth in this Solicitation, to hold all confidential information and material belonging to the Offeror in strictest confidence. The Offeror shall specify

in writing to the City the information and/or material which the Offeror deems to be a trade secret or other confidential information and/or material. Written notification shall also contain the reason such information and/or material is considered to be a trade secret and/or confidential.

- B. The Offeror agrees to hold all information and materials belonging to the City or its agents in strictest confidence and not to release, disclose, or make use thereof other than for the performance of its obligations under the Contract.

4.7. CONTRACT AWARD

- A. It is the intent of the City to award the Contract to one (1) Offeror; however, the City reserves the right, in its sole discretion, to award the Contract to multiple Offerors in whole or in part. If for any reason, through no fault of the City, the Contract is not executed within thirty (30) days' notice of award, the City may withdraw the tentative award and award to the Offeror with the next highest rated Proposal.
- B. In the event the City receives only one (1) Proposal in response to this Solicitation, the City reserves the right, in its sole discretion, to proceed as a negotiated procurement with the Offeror that submitted the Proposal.

4.8. SOLICITATION DOCUMENTS

The Offeror is expected to carefully and thoroughly examine all of the Solicitation Documents for accuracy and completeness, and to become familiar with all of the Solicitation Documents. If doubt exists as to the meaning or intent in or of any of the Solicitation Documents, the Offeror shall make an inquiry as to such meaning or intent in accordance with the provisions for herein. The failure of the Offeror to examine and become familiar with any and all of the Solicitation Documents shall in no way relieve the Offeror of its obligations hereunder. The submission of a Proposal shall be taken as prima facie evidence of compliance with this provision and that the Offeror fully understands the Services under this Solicitation and the Contract.

4.9. ERRORS IN PROPOSALS

Obvious error(s) in calculations in any Proposal may not be corrected without the prior consent of the City and in the City's sole discretion, and may be cause to reject the Proposal.

4.10. INTEREST IN MORE THAN ONE BID AND COLLUSION

Multiple Proposals submitted in response to this Solicitation by the Offeror under the same or different names shall be rejected and be removed from consideration. Reasonable grounds for believing that the Offeror has interest in more than one (1) Proposal for this Solicitation, both as the Offeror and as a subcontractor for another Offeror, shall result in the rejection of all Proposals in which the Offeror has interest.

Any or all Proposals may be rejected if reasonable cause exists for believing that collusion exists among Offerors. Proposals rejected under any of these provisions shall disqualify the submitting Offeror from responding to a reissuance of this Solicitation.

4.11. LATE PROPOSALS

It is the responsibility of the Offeror to ensure the delivery of its Proposal to the designated location by the Closing Date specified in this Solicitation. The City shall assume no responsibility for delays or errors in the delivery of any Proposal; postmarking by the Closing Date shall not substitute for actual receipt. Proposals delivered late or to any

location other than the designated location shall be rejected as non-responsive and removed from consideration.

4.12. MODIFICATIONS TO PROPOSALS

The Offeror may only modify its Proposal in accordance with and subject to the following:

- A. The City shall consider the modified Proposal as an entirely new Proposal which will replace the original Proposal; the original Proposal shall be deemed to be withdrawn and null and void.
- B. The modified Proposal shall be subject to all the requirements and terms and conditions set forth herein.
- C. Notwithstanding the provisions with respect to the submission of a Proposal herein, the modified Proposal shall clearly be labeled "Modified Proposal."

4.13. OPTIONAL GOODS OR SERVICES

The City reserves the right to request and evaluate optional goods and/or services which may be in the best interests of the City, and may negotiate the price of such goods and/or services with the successful Offeror or with another Offeror, whichever is determined to be the most advantageous to the City. While pricing for optional goods and/or services may be requested in this Solicitation, the City is under no obligation to consider such optional goods and/or services when selecting the successful Offeror unless otherwise stated.

4.14. SOLICITATION PROTEST

Any protest of this Solicitation shall be in writing to the City Attorney. The provisions of COMAR Title 21.01.03.01A(7), State Procurement Regulations, do not apply to municipalities and are not applicable to this Solicitation.

Protests of alleged improprieties in this Solicitation shall be filed before the closing date and time of this Solicitation.

Any written protest shall include, at a minimum, the following:

- A. The name, address, telephone number, and if available, email address of the protestor;
- B. The Solicitation number;
- C. A detailed statement of the legal and factual grounds for the protest, including a description of resulting harm to the protestor; and
- D. All copies of supporting exhibits, evidence and/or documents to substantiate the claim.

4.15. USE OF BROKER

The Offeror warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees, or bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business. For violation of this provision, the City shall have the right: (i) to terminate or suspend the Contract without liability to the City, its officials or employees; or (ii) to, in its sole discretion, deduct from the Contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

4.16. ACCOUNTING SYSTEM AND AUDIT

The Contractor certifies its accounting system conforms to Generally Accepted Accounting Principles (GAAP) and is sufficient to comply with the Contractor's budgetary and financial obligations.

The Contractor agrees to maintain all necessary source documentation and enforce sufficient internal controls as dictated by Generally Accepted Accounting Principles (GAAP) to properly account for expenses incurred under the Contract. All accounting records and supportive documentation shall be maintained in such a manner that will provide for a separation between direct and indirect costs.

The City may examine and obtain copies of the Contractor's records to determine and verify compliance with the terms and conditions of the Contract. The Contractor shall grant the City access to these records at all reasonable times during the Contract term and for a period of five (5) years following payment of the Contractor's final invoice. The Contractor shall make such records available for examination and obtaining copies by any and all Federal, State or County authorities if the Contract is supported to any extent with Federal, State or County funds.

The Contractor shall include a similar provision in all subcontracts.

4.17. ASSIGNMENT OF THE CONTRACT

The City's rights under the Contract are personal to the Contractor. It is mutually understood and agreed that the Contractor shall not assign, convey, sublet, transfer or otherwise dispose of its Contract or its right, title or interest therein, or its power to execute the Contract, to any other Person without the express written consent of the City; however, in no case shall such consent relieve the Contractor from its obligations under the Contract, or change the terms and conditions of the Contract.

4.18. CHANGES IN SERVICES

The City, without invalidating the Contract, may order changes in the Services within the general scope of the Contract, consisting of additions, deletions, or other revisions, and the Contract sum and term shall be adjusted accordingly. Any cost or credit to the City from a change in Services shall be determined by mutual written agreement between the City and the Contractor. The Contractor shall perform all the Services that may be required to complete the Contract at the price agreed upon. Any alterations of variables to the terms of the Contract shall not be valid or binding upon the City unless made in writing and signed by the City and the Contractor.

4.19. CONTRACT DISPUTES

All disputes arising under the Contract, except under the provisions for termination, which are not disposed of by agreement between the City and the Contractor, must be decided under procedures A-D listed below. Pending final resolution of a dispute, the Contractor must proceed diligently with Contract performance. A claim must be in writing for a sum certain and any money requested must be fully supported by all cost and pricing information.

- A. All disputes, claims, questions of fact or interpretations of the documents of the Contract not disposed of by agreement or express provision of the Contract arising between the City and the Contractor after performance of the Contract has commenced but before final payment and termination of the Contract, are decided by the City Manager or designee ("City Manager").

- B. The City Manager must give the Contractor not less than three (3) working days to submit documentation and written reasons supporting the Contractor's position in the dispute. The City Manager may consider any other information or written submissions from City employees or agents and may conduct an informal, non-record hearing for receipt of testimony, evidence, and argument. The City Attorney may participate in the hearings to protect the City's interest.
- C. The City Manager must render a decision, in writing, stating reasons for such decision and provide copies to the Contractor and the City Attorney. If the decision is mailed to the Contractor, it must be mailed "certified" and dated the date of mailing; otherwise, it must be dated the date of delivery to the Contractor.
- D. The City Manager's decision may be submitted to Binding Arbitration by either Party under the auspices of an arbitrator appointed by the American Arbitration Association.

4.20. DISSEMINATION OF DATA

The Contractor shall not release any information related to the Services under the Contract or publish any reports or documents related to the Services without the prior written approval of the City. The Contractor shall include a similar provision in all subcontracts.

4.21. ETHICS LAWS AND REQUIREMENTS

The Contractor shall comply with the financial disclosure and conflict of interest and lobbying provisions of the City's [ethics law](#).

4.22. GOVERNING LAW

The Contract shall be construed in accordance with the laws and regulations of the Federal Government, State of Maryland, and the City. For purposes of litigation involving the Contract, exclusive venue and jurisdiction shall be in the Circuit Court of Maryland for Montgomery County, District Court of Maryland for Montgomery County or the United States District Court of Maryland.

4.23. IMMIGRATION REFORM AND CONTROL ACT

The Contractor 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 ("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.

4.24. INCONSISTENT PROVISIONS

- A. Notwithstanding any provisions to the contrary in the terms and conditions of any contract supplied by the Contractor, the conditions of this Solicitation and the Contract supersede those terms and conditions in the event of inconsistency.
- B. In the event of inconsistency between any of the provisions of this Solicitation and any of the provisions of the Contract, the provisions of the Contract shall take precedence over and supersede those provisions of this Solicitation.

4.25. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City, its officials, employees and agents from the following:

- A. Any and all direct or indirect damages, costs, claims, actions, suits, judgments or liens resulting from the negligent act or commission or omission of the Contractor, its employees, agents or subcontractors; and
- B. Any and all direct or indirect costs, claims, actions, suits, judgments or liens for damages resulting from the Contract arising from the negligence or omission of the Contractor, its employees, agents or subcontractors. The Contractor shall, upon completion of the Services, provide the City with a Release of Liens from any subcontractor, supplier, material, or other supplier of goods and services to the project.

4.26. INDEPENDENT CONTRACTOR STATUS/PERSONNEL

The Contractor: (i) shall perform the Contract as an independent contractor and shall not be considered an agent or employee of the City nor shall any of the employees or agents of the Contractor be considered subagents or employees of the City; and (ii) shall utilize personnel listed in their Proposal. Substitution of key personnel shall only be permitted with the prior written permission of the City.

4.27. INSPECTION, ACCEPTANCE AND TITLE

Inspection and acceptance shall be destination unless otherwise provided in writing by the City. Title to/or risk of loss or damage to all items shall be the responsibility of the successful Contractor until acceptance by the City unless loss or damage results from negligence by the City. If the materials or Services supplied to the City are found to be defective or to not conform to specifications, the City reserves the right to cancel the order upon written notice to the Contractor and return such materials at the sole expense of the Contractor.

4.28. LAWS AND REGULATIONS

The Contractor shall comply with any and all applicable federal, state and local laws, codes and regulations with respect to the Services under the Contract.

4.29. NON-DISCRIMINATION REQUIREMENTS

- A. During the term of the Contract, the Contractor shall:
 - I. Not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era.
 - II. Take affirmative action to ensure that applicants and employees are treated without regard to their race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such action shall include but not be limited to the following: employment, upgrade, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship.

III. In all solicitations for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. The Contractor agrees to use clauses similar to those above in all contracts and subcontracts. In the event the Contractor fails to comply with the nondiscrimination clauses of the Contract, or fails to include such provisions in all contracts and subcontracts, as hereinabove provided, the Contract may at the sole discretion of the City be declared void AB INITIO, canceled, terminated or suspended in whole or in part with waiver of any recourse by the Contractor against the City or its officials or employees, and the Contractor may be declared ineligible for further contracts with the City.

B. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor shall permit access to their books, records and accounts. In the event the City Manager concludes, on the basis of such investigation, that the Contractor has failed to comply with these nondiscrimination clauses, the City Manager may invoke the remedies hereinabove set out.

4.30. PATENTS

Whenever any article, material, appliance, process composition, means or things called for by the specifications ("Materials") under this Solicitation is covered by Letters of Patent, the Contractor must secure, before using or employing such Materials, the assent in writing of the owner or licensee of such Letters of Patent and file the same with the City.

The Contractor shall defend, at its own expense, and pay the cost and damages awarded in any action brought against the City based on an allegation that the Materials provided by the Contractor infringe on any patent, copyright, license or trade secret. In the event that an injunction shall be obtained against the City's use of the Materials by reason of infringement of any patent, copyright, license or trade secret, the Contractor shall, at its own expense, procure for the City the right to continue using the Materials or replace or modify the same so that it becomes non-infringing.

4.31. PAYMENT TERMS, TAXES AND INVOICES

The City shall only pay original proper invoices issued in accordance with the following:

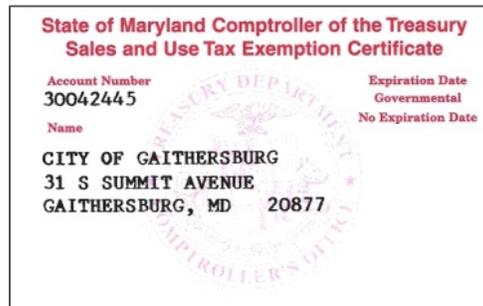
A. Payment Terms

The City's standard terms of payment are net thirty (30) days; however, this does not preclude the Contractor from providing a prompt payment discount for the payment of invoices in less than thirty (30) days. Payments considered past-due may be subject to incurred interest not to exceed one percent (1%) per month.

B. Taxes

The City is exempt from sales and use taxes. The Contractor shall exclude such taxes from all forms of requests for payments issued to the City; the City shall not

be liable for or pay or reimburse the Contractor for any such taxes. A copy of the City's Sales and Use Tax Exemption Certificate is provided below.



C. Invoices

Original invoices shall include at a minimum, the Contractor's name, address, telephone and fax numbers, and if applicable, email address and corresponding purchase order number. Invoices shall be submitted to:

City of Gaithersburg
Accounts Payable Division
31 South Summit Avenue
Gaithersburg, Maryland 20877

4.32. RECORDS

- A. The Contractor shall retain any and all records and documents relating to the Services under the Contract for a minimum of five (5) years following payment of the Contractor's final proper undisputed invoice for the delivered Services.
- B. The Contractor shall make available to the City, State of Maryland and any and all appropriate Federal agencies, all records and documents with respect to any and all matters under the Contract at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make copies, excerpts and/or transcripts of any and all relevant data.
- C. The Contractor shall include similar provisions in all subcontracts.

4.33. TERMINATION

A. Termination for Cause

If through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under the Contract, or if the Contractor violates any of the provisions of the Contract, the City may upon written notice to the Contractor, terminate the right of the Contractor to proceed under the Contract or with such part or parts of the Contract to which there has been default, and may hold the Contractor liable for any damages caused the City by reason of such default and termination. In the event of such termination, any completed Services performed by the Contractor under the Contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not thereby be relieved of liability to the City for damages sustained by the City by reason of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the

amount of damages due the City from the Contractor is determined. The Contractor shall not be responsible for damages under this article solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the City from terminating the Contract for such delay.

B. Termination for Convenience

The City may, upon written notice and without cause, terminate the Contract in whole or in part at any time for its convenience. In such instance, payment shall be made to the Contractor for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under-absorbed overhead of the Contractor or its subcontractors or suppliers. Failure of the Contractor to include a termination for convenience clause into its subcontracts and material purchase orders shall not result in any liability to the City for lost profits in conjunction with a termination for convenience.

The Contractor expressly waives any damages, delay damages, or indirect costs which may arise from the City's election to terminate the Contract in whole or in part for its convenience.

C. Termination for Non-Appropriation of Funds

The City shall not be obligated to the Contract for any future fiscal year until funds are appropriated for each such future fiscal year. In the event funding appropriation is not approved, the City may, upon written notice, terminate the Contract in whole or in part and without penalty or expense to the City. The effect of such action shall terminate the Contract on the last day of the fiscal year for which appropriations were made.

~ END OF SECTION 4 ~

SECTION 5: Selection Process and Evaluation Criteria

5.1. SELECTION COMMITTEE

Personnel from multiple City departments shall serve as the Selection Committee under this Solicitation, which shall be responsible for: (i) reviewing, evaluating and scoring all Proposals; (ii) conducting interviews; and (iii) selecting and recommending the most qualified Offeror for the Contract award. The Selection Committee will be comprised of personnel that are considered to be stakeholders on the project, with the appropriate experience and/or knowledge to ensure the Selection Committee is balanced.

5.2. SELECTION PROCESS

The following is the anticipated Selection Process under for this Solicitation; however, the City reserves the right, in its sole discretion, to modify this process as best may serve the interests of the City.

A. Part I - Evaluation of Proposals

Notwithstanding any instructions and/or requirements set forth in any other section of this Solicitation, any and all Proposals lacking any of the criteria and/or requirements established herein is cause for the Proposals to be deemed non-responsive and be removed from consideration.

Each Proposal received and accepted by the City will be reviewed for responsiveness and evaluated and scored as follows:

I. Review for Responsiveness

The Procurement Manager will perform an initial review of each Proposal to determine the responsiveness of the Proposal to the instructions and requirements set forth in this Solicitation. Following this initial review, the Procurement Manager will distribute the responsive Proposals to the Selection Committee to be reviewed, evaluated and scored. In the event a proposal is determined to be nonresponsive, the Proposal will not be distributed to the Selection Committee and will be retained by the Procurement Manager.

This initial review shall confirm the following:

- The Proposal fully conforms in all material respects to this Solicitation and all of the instructions and requirements herein, including all form and substance.
- The Proposal contains all the required forms and documents, and all such forms and documents are completed in their entirety and, where applicable, are signed and notarized;

II. Evaluation and Scoring

The Selection Committee will evaluate and score each responsive Proposal against the Evaluation Criteria to:

- Determine the responsibility of the respective Offeror to perform under the Contract – the Offeror possesses the qualifications and abilities, and is fully capable, to meet all of the requirements of this

Solicitation and under the contract, including financial and technical; and

- Determine and establish a list of the highest ranking Offerors, who will be required to attend an interview.

Upon request by the City, the Offeror shall provide the City with any and all information and/or data requested in order to substantiate the Offeror's qualifications and abilities. The submission of a Proposal shall constitute acknowledgement and agreement by the Offeror to surrender any information and/or data requested by the City for such purposes. The City reserves the right, in its sole discretion, to reject the Proposal if the Offeror fails to provide all requested information and/or data, or if the investigation and/or evidence submitted fails to substantiate the qualifications and abilities of the Offeror to perform under the Contract.

B. Part II – Interviews

Following the evaluation and scoring of all responsive Proposals, the Selection Committee will require an interview, which will be scored, with the highest ranking Offerors, each of which who may be required to make a presentation. The City reserves the right to require any Offeror to make a presentation in order to substantiate the qualifications and abilities of the Offeror to perform under the Contract.

Following interviews, the Selection Committee will score each Offeror on their interview and make a recommendation of tentative award to the City Manager or Designee. Formal award shall be contingent on the approval by the City's Mayor and City Council.

5.3. EVALUATION CRITERIA

The Selection Committee shall evaluate each responsive Proposal on the following criteria:

EVALUATION CRITERIA	MAX POINTS
Part I – Proposal Evaluation	
1. Understanding the Requirements and Ability/Capability to Meet	15
2. Qualifications, Experience and Capabilities	10
3. Project Design Concept	25
4. Approach and Work Plan	10
5. Qualifications, Experience and Capabilities	25
6. Price Proposal	15
Part I – Total Possible Points:	100
Part II - Interview	
Part II – Total Possible Points:	100

~ END OF SECTION 5 ~

SECTION 6: Proposal Format and Submission Instructions

6.1 PROPOSAL CONTENT AND FORMAT

In order to provide each Offeror with an equal opportunity for consideration, adherence to a standardized proposal format is required. Any Proposal submitted outside of the required format is cause for the Proposal to be rejected as non-responsive. Proposals shall be separated into two parts and organized as follows:

A. PART A – TECHNICAL PROPOSAL

The Technical Proposal shall be submitted separate from the Price Proposal and shall be organized into separate sections as specified below. Sections one (1) through five (5) parallel the evaluation criteria established in Section 5.3 of this Solicitation.

I. Understanding the Requirements and Ability/Capability to Meet

This section of the Technical Proposal shall:

- a. Address and confirm the Offeror's understanding of the requirements and Services under this Solicitation, and clearly describe how the Offeror's Proposal responds to and meets such requirements.
- b. Describe the Offeror's commitment to provide the Services.
- c. Outline the organizational structure and size of the Offeror's firm ("Firm") and provide the date of organization and current principal place of business of the Firm. In addition, provide the number of laborers, foreman and project managers the Offeror will assign to the project.
- d. Outline and briefly discuss the scope of services provided and the approximate percentage of the total business devoted to the type of services requested in this Solicitation.
- e. Provide a statement confirming and certifying that the Firm is financially stable and capable, and has the necessary resources, to provide and successfully perform the Services under the Contract.

II. Qualifications, Experience and Capabilities

This section of the Technical Proposal shall address the qualifications, experience and capabilities of the Firm and any and all staff assigned to the project. This section should, at a minimum:

- a. For the Firm, describe the local experience with similar projects.
- b. Designate a primary project manager ("Lead Project Manager"), an alternate project manager ("Alternate Project Manager"), and a site supervisor/foreman ("Site Supervisor"), each of whom shall be responsible for overseeing the design and construction phases of the project and must at minimum have five (5) years of experience in managing similar projects in scope. For each Project Manager,

Alternate Project Manager, and Site Supervisor: (i) provide their tenure with the Firm, resume, related work experience, qualifications, and copies of active licenses and certifications as required; and (ii) indicate the percentage of time these individuals will be devoted to the City's contract. ***All proposed Project Managers must be committed for the duration of the Project and must have the City's approval prior to replacement.***

- c. Clearly state if the Offeror intends to subcontract any of the proposed work, and include the names of all such subcontractors. The Offeror shall assume full responsibility and liability for any and all work performed by a subcontractor. The Offeror must also: specify, in a similar manner with references, the qualifications of any subcontractors to be used on the proposed project; and specify what portion(s) of the project will be contracted out, and to which subcontractor.
- d. Describe the organization, functional discipline, and responsibilities of project team members.
- e. Include copies of all active professional licenses and certifications held by the project team members and by the Firm.
- f. List each Firm, sub-consultant, their area of responsibility and the corresponding principal in charge. The Offeror must give recent (completed within 5 years) design and construction experience examples of similar projects including projects that involve design, permitting and/or construction. (5 single sided pages maximum).
- g. Include at least one (1) professional Team (Design-Builder) reference from current or past clients within (5) five years. The Design-Build Team must have worked together and completed at least one (1) project as a team.
- h. Include at least two (2) professional references from any team/firm member from current or past clients (within five years).
- i. Firms should submit any information they deem appropriate for evaluation of past performance with projects similar in nature to the one under consideration by the City (not to exceed three (3) pages).
- j. Offerors shall provide a minimum of three (3) project references for services completed within the past three (3) calendar years, which are similar to the Services under this Solicitation.

III. Project Design Concept

This section of the Technical Proposal shall:

- a. Address the Offeror's concept and creativity for the entire site design based off the input from the initial site renderings provided by the City and details explained during the mandatory pre-bid

meeting. During Part II (Interviews) of the Evaluation Process, the Offeror will be required to explain their concept in detail and provide any other information they deem important about their proposal.

- b. Provide a conceptual design for the proposed Project. Include design, construction, planning, coordination, scheduling, maintainability and any other areas that utilize new or time saving techniques to accomplish the work in a timely manner without sacrificing quality. Include the maintainability of the park (Maintenance for this park should be minimal).

IV. Approach and Work Plan

This section of the Technical Proposal shall:

- a. Describe the Offeror's proposed approach and Work Plan for the project.
- b. The Offeror must describe in detail their Work Plan for meeting the requirements of each of the tasks and activities specified in this Solicitation. Said Work Plan must address the staffing levels required to complete each task, as well as the relative effort that each member of the proposed project team will devote to the project. The Work Plan must address documentation and/or approvals which will be required from the City, anticipated problem areas, along with proposed solutions to such problem areas, etc.
- c. Work Plan steps should be supported by the proposed hours the Offeror agrees to commit to assist the City plus the hours and resources required by the City's staff to assist. The Offeror should clearly specify who has primary responsibility for each Work plan element, the Offeror or the City's staff.

V. Management Plan and Timetable

In this section of the Technical Proposal shall:

- a. Address and provide a Management Plan that clearly explains how the Offeror will manage and control all proposed work and the resulting timetable including a task-by-task schedule of time required to complete the project. The Offeror must explain how the management and administrative processes will ensure that appropriate levels of attention are given so that work is properly performed and that milestones are met on a timely basis as proposed. The Schedule shall be written in sufficient detail to show the chronological relationship of all major aspects of the project, including estimated starting and completion dates of various activities, design phase, procurement of materials, scheduling of equipment, and construction phase with a level of detail commensurate with the level of detail in the Proposal. The schedule is subject to approval by City and will have to be revised upon design development.

- b. Provide the methodology and approach to managing the project. Include a plan and time frame for completing the specified work and major milestones.
- c. The Offeror must explain how the management and administrative processes will ensure that appropriate levels of attention are given so that work is properly performed and that milestones are met on a timely basis as proposed. The Offeror shall also detail how they want to handle on site progress meetings with city staff during the project duration to keep a good line of open communication of the project status each week
- d. The section should set forth beginning and ending dates, deliverables, and major milestones for the proposed timetable that coincides with the proposed Work Plan.

VI. Forms

This section of the Technical Proposal shall include the following forms, attached hereto as Attachment A, which shall be completed in their entirety and, where applicable, be signed and notarized:

- Addendum and Amendment Acknowledgement
- Affidavit of Qualification to Bid (Requires Notary)
- Offeror References
- Conflict of Interest Certification (Requires Notary)
- Litigation and Lien Information
- Response to Solicitation Submission Certification (Requires Notary)

The failure by an Offeror to include any of these documents in its proposal submission is cause for the proposal to be rejected as non-responsive.

B. PART B – PRICE PROPOSAL

The Price Proposal, included in Attachment A, shall be submitted separate from the Technical Proposal and shall include the Offeror’s total proposed fixed contract price and the itemized costs thereof for: site work; plant material; amenities; signage; lighting; playground equipment; miscellaneous construction items; and the narrowing of Brookes Avenue. The Price Proposal shall include any and all direct and indirect costs and/or expenses to be incurred by the Offeror in implementing, fulfilling and completing all aspects of the project.

6.2 PROPOSAL SUBMISSION INSTRUCTIONS

All Proposals shall be submitted in accordance with and subject to the following:

- A. Proposals shall be submitted to the location and by the Closing Date specified in Section 3, Solicitation Information and Schedule, of this Solicitation.
- B. Proposals shall be submitted in one sealed envelope or box as follows:
 - I. The envelope or box must be clearly labeled as follows:
 - IFB No. 2014-026
 - Constitution Gardens Design/Build

- II. The envelope or box must contain the following nested envelopes:
- One (1) sealed envelope: that is clearly labeled *Part A. Technical Proposal*; and that contains one (1) paper original and seven (7) **identical** paper copies of the Technical Proposal; and
 - One (1) sealed envelope: that is clearly labeled *Part B. Price Proposal*; and that contains one (1) paper original and seven (7) **identical** paper copies of the Price Proposal, and
 - One (1) sealed envelope that contains one (1) **identical copy** of the Technical Proposal and of the Price Proposal together on one (1) CD or flash drive.
- C. The Offeror is strictly prohibited from submitting its Proposal by facsimile or by e-mail. Any and all Proposals submitted as such shall be rejected as non-responsive and be removed from consideration.
- D. The City shall assume no responsibility for delays or errors in the delivery of any Proposal; postmarking by the due date shall not substitute for actual receipt.
- E. Any and all Proposals submitted not in compliance with any of the provisions herein shall be rejected as non-responsive and be removed from consideration.

~ END OF SECTION 6 ~

SECTION 7: Special Terms and Conditions

Notwithstanding any of the General Terms and Conditions of this Solicitation, the following Special Terms and Conditions are not subject to change, and shall: (i) apply to this Solicitation; (ii) survive this Solicitation; and (iii) be incorporated into the Contract.

7.1. OFFEROR QUALIFICATIONS

Notwithstanding any of the qualifications and/or requirements specified in any other sections of this Solicitation, the Offeror must meet the following minimum qualifications in order to be eligible to submit a Proposal in response to this Solicitation:

- A. The Offeror must be qualified to bid in the State of Maryland in accordance with §16-202 and §16-203 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- B. The Offeror must be in compliance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations.
- C. The Offeror must be able to fulfill its obligations under the terms and conditions of this Solicitation and the subsequent Contract.
- D. The Offeror shall currently possess, and maintain throughout the term of the Contract, any and all necessary licenses with respect to the Services.
- E. The Offeror shall: have a minimum of five (5) years' experience providing services similar to the Services under this Solicitation and shall have completed a minimum of one (1) project within the past five (5) years that is similar in size and nature to the project under this Solicitation.
- F. All Project Managers assigned to the proposed project shall remain assigned to the project throughout the contract period. The Offeror shall not substitute or replace any assigned personnel without the prior written approval by the City. Any and all requests by the Offeror to substitute or replace the assigned Lead Project Manager and/or Alternate Project Manager shall be made in writing and include all of the information and documentation specified in Section 6.1(A)(II)(b).

The City may investigate, as it deems necessary, the qualifications and/or abilities of the Offeror to perform the Services under the Contract. Upon request by the City, the Offeror shall provide the City with any and all information and/or data requested in order to substantiate such qualifications and/or abilities. The submission of a Proposal shall constitute acknowledgement and agreement by the Offeror to surrender any information and/or data requested by the City for such purposes. The City reserves the right, in its sole discretion, to reject the Proposal of any Offeror who fails to provide any and all requested information and/or data, or if the investigation and/or evidence submitted fails to substantiate the qualifications and/or abilities of the Offeror to perform under the Contract.

7.2. BONDS

- A. Bond Requirements

A Payment Bond and a Performance Bond (herein referred to collectively as "Bonds") are required and shall be issued in accordance with and subject to the following:

I. Payment Bond

The Contractor shall furnish to the City, within ten (10) business days following receipt of a notice of intent to award issued by the City, an executed Payment Bond in an amount equal to one hundred percent (100%) of the total Contract Sum.

II. Performance Bond

The Contractor shall furnish to the City, within ten (10) business days following receipt of a notice of intent to award issued by the City, an executed Performance Bond in an amount equal to one hundred percent (100%) of the total Contract Sum.

B. Execution of Bonds

Bonds shall be executed in accordance with and subject to the following:

I. The bonding entity shall be registered and in good standing in the State of Maryland in accordance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations. This provision shall apply to any and all co-sureties utilized by the bonding entity in execution of the Bonds.

II. The bonding entity shall maintain a rating of A-minus (A-) or better with A.M. Best. This provision shall apply to any and all co-sureties utilized by the bonding entity in execution of the Bonds.

III. The bonding entity shall consent to exclusive venue and jurisdiction in the Circuit Court for Montgomery County, Maryland. This provision shall apply to any and all co-sureties utilized by the bonding entity in execution of the Bonds.

IV. The Bonds shall contain provisions which are similar to the following:

1. **GOVERNING LAW.** *This Bond shall be governed by, and construed in accordance with the laws of the State of Maryland without regard to its conflict of laws provisions.*

2. **NO THIRD PARTY BENEFICIARIES.** *The Surety provides this Bond for the sole and exclusive benefit of the City and, if applicable, any dual obligee designated by attached rider, together with their heirs, administrators, executors, successors and assigns. No other party, person or entity shall have any rights against this Surety.*

3. **VENUE.** *In the event any legal action shall be filed upon this Bond, venue shall lie exclusively in the Circuit Court for Montgomery County, Maryland.*

4. **WAIVER OF NOTICE.** *The Surety waives notice of any modifications to the Contract, including changes in the Contract*

Time, the Contract Sum, the amount of liquidated damages, or the Work and/or Services performed.

7.3. INSURANCE

- A. The Contractor, and any and all subcontractors hired by the Contractor to provide the Services under the Contract, shall be responsible for obtaining and maintaining in force, at its expense, policies of insurance with minimum limits as follows:
 - I. Commercial Automobile Insurance in an amount no less than One Million Dollars (\$1,000,000.00);
 - II. Commercial General Liability Insurance in an amount no less than One Million Dollars (\$1,000,000.00);
 - III. Professional Liability Insurance (errors and omissions) in an amount no less than One Million Dollars (\$1,000,000.00); and
 - IV. Workers' Compensation Insurance for all non-City employees and workers in an amount not less than One Million Dollars (\$1,000,000.00).
- B. Prior to the execution of the Contract, the Contractor shall provide the City with a copy of a certificate of insurance evidencing the above policies and naming the City as additional insured with respect to the Commercial General Liability Insurance only.

7.4. CITY RELATED MEETINGS

Following the tentative award of the Contract, the respective Offeror will be required to attend a Work Session to present their design to the Mayor and City Council and answer any questions. Following the formal award of the Contract, the City and the Contractor will maintain weekly meetings, either on site or by an electronic method (at the sole discretion of the City), to review the progress and discuss the details of the future of the project.

7.5. CONTRACT INFORMATION AND PAYMENTS

- A. Contract Type
The Contract shall be a fixed price contract for a specified period.
- B. Payments
Notwithstanding any other provisions with respect to payments specified in any other sections of this Solicitation, any and all payments under the Contract shall be paid: in accordance with and subject to the provisions for Payment Terms, Taxes, and Invoices specified in Section 4.31 of this Solicitation.

7.6. NOTICE TO PROCEED AND COMPLETION OF SERVICES

Within sixty (60) calendar days following the effective date of the Contract, the City shall issue the Contractor a written notice to proceed, after which the Contractor shall complete the Services no later than June 30, 2015 (hereinafter referred to as "Completion Date").

7.7. SCHEDULE OF SERVICES

The Services provided under the Contract shall be performed Monday through Friday between the hours of 7:00 AM and 7:00 PM (or Dusk, whichever comes first). If necessary,

Services may be performed on Saturday and Sunday between the hours of 9:00 AM and 5:00 PM with prior approval of the City's Project Manager.

7.8. FORCE MAJEURE AND EXTENSIONS

If the performance of the Contract is delayed at any time by any act or neglect of the City, or by a separate contractor employed by the City, or by any changes in the supplies, materials, equipment and Services, or by strikes, fires, unusual delay in transportation, unavoidable casualties or causes beyond the Contractor's control, or by delay authorized by the City, the City shall decide the extent of such delay or the justification of any other delay, and then extend the Completion Date for such reasonable time as the City may decide.

7.9. INSPECTIONS, LICENSES AND PERMITS

- A. The Contractor shall obtain, at its sole expense, any and all inspections, licenses, and/or permits necessary to complete the Services under the Contract; however, fees for permits both required and issued by the City shall be waived.
- B. The Contractor shall be responsible for scheduling any and all required inspections necessary to complete the Services under the Contract.

7.10. SAMPLE MATERIALS

The Contractor shall, when requested by the City, provide the City with samples of any and all material to be used under the Contract. The Services under the Contract shall be in accordance with approved samples.

7.11. RELEASE OF LIENS

Upon completion of the Services, the Contractor shall provide the City with a Release of Liens from any subcontractor, supplier, material men, or other supplier of materials and/or services with respect to the Services under the Contract.

7.12. TOILET FACILITIES

The Contractor shall be responsible providing such toilet facilities as may be required for the use of the workmen while providing the Services under the Contract.

7.13. UNDERGROUND UTILITIES

The Contractor shall be responsible for locating and protecting any and all underground utilities. In addition, the Contractor shall be responsible for and shall indemnify and hold harmless the City from any and all damages that the Contractor, its employees, subcontractors, and/or agents cause to such underground utilities and shall cause such damage to be promptly repaired and service restored.

7.14. SITE SAFETY AND USE OF PREMISES

While performing the Services under the Contract, the Contractor shall:

- A. At all times enforce suitable rules and provide any and all guards, fences and/or protective devices required for the safe completion of the Services.
- B. Confine operations at the site to the areas permitted under the Contract. Any and all portions of the site, beyond the areas on which work is indicated, shall not be disturbed.
- C. Keep existing egresses outside the construction zones clear and available to the public during normal facility operation hours. These areas shall not be used for

parking or the storage of materials; parking areas and areas for the storage of materials shall be limited to those areas within the construction zone.

- D. Not unreasonably encumber the site with materials or equipment. Confine any and all storage of materials, and locations of storage sheds, to the areas within the construction zone. If any additional storage is necessary, obtain and pay for such storage off site.

7.15. WARRANTY

- A. The Contractor shall warrant and guarantee any and all materials and workmanship against any and all defects (“Warranty”) for a period of twenty-four (24) months (“Warranty Period”), which shall commence on the date of payment by the City on the Contractor’s final undisputed proper invoice for complete Services rendered.
- B. Said Warranty shall be in addition to and concurrent with any and all manufacturer’s warranties on materials, and shall include, but not be limited to: (i) any and all plant materials; (ii) any and all electrical, mechanical and plumbing systems, and any and all components thereof; and (iii) any and all playground equipment. Transplanted plant material will not be covered under the Warranty unless the Contractor failed to follow proper transplanting procedures.
- C. The Contractor shall provide the City with the date of any and all manufacturer’s warranties on materials.
- D. During said Warranty period, any and all materials that become defective, including those that become defective due to the Contractor’s actions or lack of workmanship, shall be either corrected or replaced by the Contractor, at no cost to the City, within thirty (30) days of notice to cure.

7.16. CONSTRUCTION SCHEDULE

The Offeror shall submit a Project schedule which supports the established contract duration submitted as part of the Proposal. After notification of award and as a condition precedent to executing the Contract, prior to the start of any work, the Offeror shall submit their preliminary construction Schedule to City for approval which shall be consistent with the Schedule in its Proposal. The Schedule shall be written in sufficient detail to show the chronological relationship of all major aspects of the project, including estimated starting and completion dates of various activities, design phase, procurement of materials, scheduling of equipment, and construction phase with a level of detail commensurate with the level of detail in the Proposal. The schedule is subject to approval by City and will have to be revised upon design development.

~ END OF SECTION 7 ~

SECTION 8: Scope of Work

8.1. INTRODUCTION AND BACKGROUND INFORMATION

A. Introduction

The City is requesting Proposals for the Services, which shall include a:

- Natural Place Space Playground;
- Transplanted Rose Garden;
- New entry way feature;
- Park signage;
- Lighting;
- Landscaping
- Water feature;
- Educational rain garden;
- Memorial tree; and
- Shrub garden comprised of: (i) transplanted plant material; (ii) benches; (iii) new gazebo; (iv) fencing; (v) furnishings; and (vi) new sidewalk along Park

The budget for this project is not to exceed \$800,000.00.

B. Purpose and Goal

The purpose of this Solicitation is to award the Contract to a single Contractor to provide the Services under the Contract. The Contractor shall be responsible for the design and construction for the redevelopment of the Park, which shall comply with ADA standards.

The goal of this project includes, but is not necessarily limited to, creating a Park that;

- Has sustainable amenities to emphasize horticulture, environment and education;
- Has inviting features for all ages that make the park an active space; and
- Is safe, secure and inviting at all times.

C. Background Information

The Park is located at the northwest intersection of Park Avenue and Brookes Avenue, and may be accessed from Brookes Avenue, Park Avenue and Lee Street. The surrounding land uses are apartments, businesses, single family homes and a continuing care retirement community known as Asbury Methodist Village.

The property was originally home to the Gaithersburg Library, which was built in early 1960, but was destroyed by a fire in 1981; the City acquired the property in 1987. Designed by the City Beautification Committee and City Staff as a compliment to the active Lee Street Park, the garden was dedicated September 1988, as part of the City of Gaithersburg's celebration of the Bicentennial of the United States Constitution.

In 1997, the City abandoned the Lee Street Park to enter into a private-public partnership to construct the Park Station Apartments; the City agreed to lease a

portion of the Park to the developer to construct a swimming pool and clubhouse for the apartment complex.

In November of 2012, the Gaithersburg Mayor and City Council established an Ad Hoc Committee to review and make recommendations for possible future improvements to the Park. The sixteen (16) member committee, appointed on January 22, 2013, was comprised of City staff, local residents, and individuals versed in gardening and horticulture. The committee met six times over a three-month period and presented a PowerPoint presentation, which is attached hereto as Exhibit A, to the Mayor and Council with a prioritized list of options to increase the utility of the Park and its environs on May 13, 2013.

8.2. SCOPE OF SERVICES

A. Overall Design Criteria

Perspective drawings/renderings, which are attached hereto as Exhibit B, have been developed showing what the space should closely resemble upon completion by the Offeror. The site perspective was approved by the Mayor and City Council on May 13, 2013. Details about following this rendering for the final design and build will be covered at the mandatory pre-bid meeting. The Offerors will follow the provided rendering as close as possible. Changes made to this rendering will be discussed in detail at the mandatory pre-bid meeting.

In addition, an existing plant inventory is attached hereto as Exhibit C.

B. Design-Builder Obligations

The Offerors shall be responsible for all work, including but not limited to, survey, geotechnical investigation, design, acquisition of all permits not already acquired by the City any and all information required to modify permits acquired by the City, demolition, environmental compliance, paving, grading, drainage, and construction on or before the Completion Date set under the contemplated Contract. The Offerors will coordinate, among other things, all utility work, easements, public information meetings, and with other agencies and entities such as state and local governments.

The Offerors shall make their own interpretation of the subsoil investigations, environmental site assessment, and other preliminary data, and shall base their bid on their own opinion of the conditions likely to be encountered and necessary for a complete and functioning park. The submission of a proposal is prima facie evidence that the Design- Build Firm has made an examination as described in this provision.

C. Site Plan and Construction Plans

The Offers will provide a Final Site Plan at 1" = 30' Scale or greater, including, but not limited to, proposed locations, heights, dimensions of all buildings, pathways (and materials), access, easements, green spaces, sidewalks, right-of-way, signs, walls (with construction details), fences, screen planting, pedestrian walks, property lines; existing (in dashed lines) and proposed topography, (in solid lines) of the site and the surrounding area at two-foot contour intervals, spot elevations to show positive drainage, landscape, hardscape (including play areas), photometric and lighting plans (including electrical plans) and details, sediment control plan and a Forest Conservation Plan.

D. Storm Water Management

Stormwater management shall be addressed for this site under the redevelopment criteria in the 2000 Maryland Stormwater Design Manual. This will require reducing the existing impervious area within the limits of disturbed area, ("LOD"), by at least 50% or implement ESD practices to the MEP to provide water quality treatment for at least 50% of existing impervious area within the LOD. A combination of impervious reduction and ESD practices for at least 50% of the impervious area is also acceptable.

The Offeror must install sediment control measures to ensure all sediment is contained on site.

E. Description of Work

The services performed by the Contractor shall be in compliance with all applicable Standards, Specifications and additional requirements specified in this document. Except to the extent inconsistent with the specific provisions in this document, the current edition, including updates, of the following Standards and Specifications shall be used in the performance of this Work:

- All equipment shall be certified by the International Play Equipment Manufacturers Association (IPEMA) and be in accordance with ASTM 1487;
- All Poured-in-Place Surfacing shall be in accordance with ASTM F2479 and other surfacing according to ASTM 1292;
- All Play areas shall be in accordance with U.S. Access Board's Summary of Accessibility Guidelines; and
- All Playgrounds shall meet or exceed the US Consumer Product Safety Commission's "Public Playground Safety Handbook."

Notwithstanding, it shall be the Contractor's responsibility to acquire and utilize the necessary ASTM Standards, specifications and guidelines that apply to the Services required to complete the project.

The project shall contain individually or in combination, at a minimum, the following:

- Natural Place Space Playground by age group (ages 2 to 5 [30%] and ages 5 to 12 [70%]; Refer to the Natural Play Spaces presentation attached hereto as Exhibit D.
- Benches;
- Construction of a new Gazebo & dismantling of old Gazebo;
- Litter receptacles;
- Fencing;
- Sidewalks;
- Paved walkways of various materials;
- Entry Arbors;

- ↳ Relocation of existing Constitution Gardens iron entry feature;
- ↳ LED path lighting;
- ↳ Retaining wall;
- ↳ Rain Garden;
- ↳ River Jack Swale;
- ↳ Sitting Boulders;
- ↳ Native Woodland Arboretum with plant labels;
- ↳ Transplanted Roses moved to the front of the park from existing location;
- ↳ Transplanting existing shrubs/trees as directed during mandatory pre-bid meeting to front portion of park by Brookes Ave;
- ↳ Educational signage & Park signage;
- ↳ Three (3) Water recycling fountains through stones in lieu of recycled concrete water feature;
- ↳ Landscaping; and
- ↳ Berms with gentle slopes.

The foregoing shall be designed at strategic locations mindful of, among other things, the existing site conditions, the existing utilities (above and below ground) and the adjacent residential facilities.

F. Responsibilities of the Contractor

Notwithstanding any of the responsibilities of the Contractor specified in any of the other sections of this Solicitation, the Contractor:

- I. Shall be responsible for the Services under the Contract until said Services are complete and accepted by the City.
- II. Shall assign a competent supervisor: (i) who shall have a minimum of five (5) years' experience in providing services similar to the Services under this Solicitation; (ii) who shall remain on site at all times while providing the Services under the Contract; and who shall be responsible for:
 - a. Coordinating, directing and supervising all work and workers employed on the site;
 - b. Verifying any and all measurements at the site;
 - c. Ensuring all work under the Contract progresses without delay;
 - d. Receiving, inspecting, accepting, and protecting any and all equipment and/or material delivered to or stored at the site; and
 - e. Inspecting and protecting any and all completed work at the Site.

Any and all instructions and/or orders given by the City to any and all supervisors assigned to the site by the Contractor shall have the same force and effect as if given directly to the Contractor by the City.

- III. The Offeror shall provide all the labor, materials, supplies, furnishings, services, shop drawings review, supervision, equipment, expertise and supervision to develop plans and specifications and construct the park. The Offeror at its expense obtain any required permits, environmental clearances, inspections, and testing as well as pay any fees for the purpose of a Design/Build Park Facility.
- IV. The Offeror shall be responsible for survey, environmental investigation, design, acquisition of all permits not acquired by the City, any required modification of permits acquired by the City, site demolition and disposal of debris, and construction on or before the date indicated in their proposal.
- V. The Offeror shall furnish plans and specifications that comply with among others, the City's Building Code, Zoning Code, Electrical Code, Tree Code and Tree Manual.
- VI. The Offeror shall be responsible for removing and disposing of all demolition material (plant and non-plant related, soil, any and all contaminants on at their expense.
- VII. The Offeror shall coordinate all utility relocation and hook-ups with the utility companies and/or municipality. This will include water relocation from the existing Rose Garden to the location of the new Rose Garden to provide drip irrigation.
- VIII. The Offeror shall provide an electronic copy of the final approved Design Documents in both CADD and PDF formats and the specifications in Word format to the City. The Offeror shall also provide an electronic copy and hard copy of the final as-built documents in both CADD and PDF formats and the specifications in Word Format to the City. The Offeror shall also provide photo documentation of construction progressions, including but not limited to, specific site works (paving, grading, drainage, and landscaping), Buildings, Playgrounds, and details of Mechanical, Electrical and Plumbing (MEP) as needed.
- IX. The Offeror shall demonstrate good project management practices while working on this Project. These include communication with the City and other stakeholders and City Officials as necessary, management of time and resources, and documentation.
- X. The Offeror shall consult with Velvet Touch Rose Care, the current caretaker of the Rose Garden, on transplanting and installing existing/new Roses to new areas throughout Constitution Gardens to ensure maximum survivability during this portion of the project. Velvet Touch Rose Care works direct with The City of Gaithersburg and no expense of behalf of the Offeror will need to be budgeted for consulting work with The City of Gaithersburg.

G. Site Investigation

- I. The Contractor shall be required to visit the project site and to acquaint themselves with existing conditions (e.g. environmental issues, existing drainage issues, adjacent facilities, existing utilities [above and/or underground], measurements, etc.).
- II. No inspection, failure to inspect, or waiver of inspection on the part of the City shall relieve the Offeror of their duty to complete the Work as described herein in full.
- III. The Offeror agrees that the price specified on the Price Proposal Form is based on the Offeror's examination of the site and that no claim for additional compensation shall be made if the conditions encountered differ from those anticipated by such examination.
- IV. By execution of the Design/Build Contract, the Offeror specifically acknowledges and agrees that the Firm is contracting and being compensated for performing adequate investigations of existing site conditions sufficient to support the design developed by the Offeror and that any information is being provided merely to assist the Offeror in completing adequate site investigations. Notwithstanding any other provision in the Contract Documents to the contrary, no additional compensation will be paid in the event of any inaccuracies in the preliminary information.
- V. The Offeror shall have a site survey completed of the entire property prior to construction to lay out all property lines.

H. Drawings, Plans and Specifications

- I. The work shall be performed in strict accordance with the approved specifications, plans, and drawings.
- II. All drawings (including sketches and shop drawings) and specifications, including all copies thereof, furnished by the Offeror for the work to be performed shall be reviewed and approved by City prior to commencement of work and shall be delivered to City at the completion of the work.
- III. The City shall review and approve all plans, specifications and supplemental information prior to commencement of that portion of the work.

~ END OF SECTION 8 ~

SECTION 9: Attachments and Exhibits

9.1. ATTACHMENTS AND EXHIBITS

The following documents and forms are attached hereto:

A. Attachment A

- ↳ Addendum and Amendment Acknowledgement
- ↳ Affidavit of Qualification to Bid (Requires Notary)
- ↳ Offeror References
- ↳ Conflict of Interest Certification (Requires Notary)
- ↳ Litigation and Lien Information
- ↳ Response to Solicitation Submission Certification (Requires Notary)

B. Exhibit A

May 13, 2013, PowerPoint Presentation to the Mayor and City Council.

C. Exhibit B

Perspective Drawings/Renderings

D. Exhibit C

Existing Plant Inventory

E. Exhibit D

Natural Play Spaces Presentation

REQUEST FOR PROPOSALS

No. 2014-026

**CONSTITUTION GARDENS
DESIGN/BUILD PROJECT**

**ATTACHMENT A
Forms**



City of Gaithersburg

Affidavit of Qualification to Bid

Solicitation No. _____

Please complete this form in its entirety and include it with the Bid Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

*Does not apply to individuals or sole proprietors - indicate with "N/A"

I HEREBY AFFIRM THAT:

1. I am the _____ and the duly authorized representative of the entity _____ and that I possess the legal authority to make this affidavit on behalf of myself and the entity for which I am acting.

*2. The entity _____ is either a Maryland corporation or is a foreign corporation properly registered with the Maryland State Department of Assessments and Taxation, in compliance with the State of Maryland Code of Regulations, Title 21, State Procurement Regulations.

3. Except as described in Paragraph five (5) below, neither I nor the above entity, nor to the best of my knowledge, any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State of Maryland or any municipality, county, bi-county, or multi-county agency, or subdivision of the State of Maryland have been convicted of, or have pleaded nolo contendere to a charge of, or have, during the course of an official investigation or other proceeding, admitted in writing or under oath, acts of omissions which constitute bribery, attempted bribery, or conspiracy to bribe, whether or not in furtherance of obtaining a contract with a public body, under the provisions Md. Code Ann., State Finance and Procurement Article, §16-202 (1995 Repl. Vol.) and Article 27 of the Annotated Code of Maryland or under the laws of any local, state or the federal government (conduct prior to July 2, 1977 is not required to be reported).

4. List any conviction, plea, or admission described in paragraph three (3) above, with the date, court, official, or administrative body; the individuals involved and their position with the entity; and the sentence or disposition, if any. Otherwise, state "none" as appropriate.

5. Neither I nor the above entity, nor to the best of my knowledge an officer, partner, controlling stockholder or principal of the responder, or any other person substantially involved in the responder's contracting activities has: (1) been convicted under the laws of the State of Maryland, another state or the United States of: (i) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, except as provided in Section 16-202 of the State Finance and Procurement Article of the Annotated Code of Maryland; or (ii) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property; (2) been convicted of a criminal violation of an antitrust statute of the State of Maryland, another state or the United States; (3) been convicted of 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; (4) been convicted of a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland; (5) been convicted of a conspiracy to private contract; (4) been convicted of a

violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland; (5) been convicted of a conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described herein; (6) been found civilly liable under an antitrust 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.

6. Responder hereby declares that this bid or proposal is made without any connection or collusion with any person, entity or corporation making a bid or proposal for the same work; that pursuant to this affidavit; that the attached specifications and any drawings referred to herein have been carefully examined and are understood; that careful examination has been made as is necessary to become informed as to the character and extent of the work required; and, that if this bid proposal is accepted, this Responder will contract to do, for the price stated in the attached cost proposal, all of the work described in the specifications, drawings and contract conditions.

7. I acknowledge that this affidavit is to be furnished to the City Manager or designee for the City of Gaithersburg, Maryland. I further acknowledge that, if the representations set forth in this affidavit are not true and correct, the City of Gaithersburg may terminate any contract awarded and take any other appropriate action.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature

Witness

Date

NOTARY ATTESTATION

State of: _____

County of: _____

I hereby certify that on this _____ day of _____, 20_____, before me the subscriber, a Notary Public in and for the State of _____ and County aforesaid, personally appeared _____, known to me to be the person whose name is subscribed to this instrument and acknowledged that same was executed for the purposes contained therein.

Witness my hand and Notarial seal: _____

My Commission expires: _____

Notary Public: _____
Printed Name



City of Gaithersburg

Bid Submission Certification

Solicitation No. _____

Please complete this form in its entirety and include it with the Bid Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

Name of Entity: _____

Contact Person: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

Telephone Numbers: (P) _____ (F) _____

BID SUBMISSION CERTIFICATION

The response to Solicitation No. _____ as submitted includes this Bid Submission Certification Form and the Affidavit of Qualification to Bid Form, Conflict of Interest Certification Form, and Litigation and Lien Information Form. I, the undersigned, hereby attest to the truth and completeness of the information and responses provided and certify that my entity has met the minimum selection criteria as outlined in the solicitation document.

Signature

Witness

Date

NOTARY ATTESTATION

State of: _____

County of: _____

I hereby certify that on this _____ day of _____, 20_____, before me the subscriber, a Notary Public in and for the State of _____ and County aforesaid, personally appeared _____, known to me to be the person whose name is subscribed to this instrument and acknowledged that same was executed for the purposes contained therein.

Witness my hand and Notarial seal: _____

My Commission expires: _____

Notary Public: _____

Printed Name



City of Gaithersburg

Bidder References

Solicitation No. _____

Please complete this form in its entirety and include it with the Bid Proposal.

Name of Entity: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

BIDDER REFERENCES

1 Organization Information

Name: _____

Address: _____

Contact Name: _____ Phone #: _____

Description of Work: _____

2 Organization Information

Name: _____

Address: _____

Contact Name: _____ Phone #: _____

Description of Work: _____

3 Organization Information

Name: _____

Address: _____

Contact Name: _____ Phone #: _____

Description of Work: _____



City of Gaithersburg

Conflict of Interest Certification

Solicitation No. _____

Please complete this form in its entirety and include it with the Bid Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

*Does not apply to individuals or sole proprietors - indicate with "N/A"

Name of Entity: _____

* Federal ID No: _____

Contact Person: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

Telephone Numbers: (P) _____ (F) _____

(P) _____ (C) _____

Email Address: _____

Email Address: _____

CONFLICT OF INTEREST CERTIFICATION

I HEREBY CERTIFY, on behalf of _____ that no
Name of Entity
employee, agent or elected official of the City of Gaithersburg, or member of a commission, board or corporation controlled or appointed by the Mayor and Council of the City of Gaithersburg has received or has been promised directly or indirectly, any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration directly or indirectly related to this contract. Upon request by the City Manager or designee, or other authorized agent, as a prerequisite to payment pursuant to the terms of a contract awarded pursuant to this bid or proposal submission, will furnish to the City, under oath, answers to any interrogatories and comply with any request to review documents related to a possible conflict of interest as herein embodied.

I HEREBY CERTIFY, on behalf of _____ that no
Name of Entity
employee or agent of _____ is a member, employee,
Name of Entity
or elected official of the City of Gaithersburg of any agency, commission, or board of the City of Gaithersburg or is the spouse or any other relative of any of the foregoing. If unable to so certify, the details of any such relationship with the City of Gaithersburg are as follows:

Conflict of Interest Certification

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature

Witness

Date

NOTARY ATTESTATION

State of: _____

County of: _____

I hereby certify that on this _____ day of _____, 20_____, before me the subscriber, a Notary Public in and for the State of _____ and County aforesaid, personally appeared _____, known to me to be the person whose name is subscribed to this instrument and acknowledged that same was executed for the purposes contained therein.

Witness my hand and Notarial seal: _____

My Commission expires: _____

Notary Public: _____
Printed Name



City of Gaithersburg

Litigation and Lien Information

Solicitation No. _____

Please complete this form in its entirety and include it with the Bid Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

Name of Entity: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

Telephone Numbers: (P) _____ (F) _____

LITIGATION INFORMATION

Is your entity currently involved in any litigation or had a litigation claim(s) within the previous twenty-four (24) month period?

Yes / No

If yes, please provide a detailed list including case number, jurisdiction, status and brief summary of such litigation.

<u>Case Number</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Summary</u>
_____	_____	_____	_____
_____	_____	_____	_____

LIENS

Does your entity have any outstanding mechanics liens?

Yes / No

If yes, please explain: _____

Does your entity have any outstanding tax liens?

Yes / No:

If yes, please explain: _____

Signature Title Date

Printed Name



City of Gaithersburg

Price Proposal

Solicitation No. 2014-026

Please complete this form in its entirety and include it with the Bid Proposal.

Name of Offeror: _____

A. DESIGN

A.1. Design Development \$ _____

B. CONSTRUCTION

B.1. Site Work (Grading, Demolition, Debris Disposal, Drainage) \$ _____

B.2. Plant Material (Trees, Shrubs, Perennials) \$ _____

B.3. Amenities (Gazebo, Benches, Litter Receptacles etc.) \$ _____

B.4. Signage \$ _____

B.5. Landscape Lighting \$ _____

B.6. Playground Equipment \$ _____

B.7. Miscellaneous Construction \$ _____

List: _____

B.8. Narrowing of Brookes Avenue \$ _____

C. TOTALS

Design Subtotal (A.1): \$ _____

Construction Subtotal (Sum of B.1. through B.8.): \$ _____

Total Proposed Price: \$ _____

By my signature: I hereby testify: that I am a duly authorized representative of the Entity named hereinabove; that I have fully examined and reviewed the items and totals represented on this Bid Proposal Price Sheet; and that they are accurate and complete.

Signature Title Date

Printed Name

REQUEST FOR PROPOSALS

No. 2014-026

**CONSTITUTION GARDENS
DESIGN/BUILD PROJECT**

EXHIBIT A

May 13, 2013 PowerPoint Presentation



CONSTITUTION GARDENS
AD HOC
IMPROVEMENT COMMITTEE



Gaithersburg

A CHARACTER COUNTS! CITY

Mayor & City Council
Work Session
May 13, 2013

Committee Charge

- Review existing conditions of the site
- Identify commemorative plantings that may need to be restored or relocated if necessary
- Review information gathered by staff through outreach to original donor base



Committee Charge (cont.)



- Consult with Gaithersburg Police Department on safety/security issues related to park renovations
- Gather input on potential improvements or modifications to the site



Constitution Gardens



PARCEL "C"

Asbury Methodist Village

LEE STREET

111 PT. 17 107 18 19 20 21 22

8 9 10 11 12

105

7

PT. 6

102 PT. 13

102 PT. 6

104 PT. 4

106 PT. 3

108 PT. 3

104

103

105

107

109

23 24 25 26

208 206

5

204

FOREST OAK AVE

104

102

206 210 212 214

201 203 205 207

3

PARK

308

PT. PAR. 'A'

N686

313 321 325

220 17

204

LEE ST.

205

Brookes Avenue

Lease Line
Park Station
Apartments

Constitution Gardens

AVENUE

PARK AVE

349

353

357

361

365

369

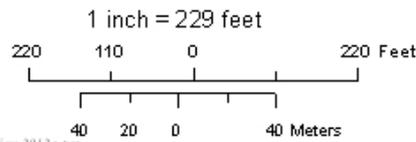
371

220

17

36

Gaithersburg Library 1979



MD State Plane
HPGN NAD 83/91

Aerial orthophoto is courtesy of the USGS National Map Information Service. Property boundaries and planimetric base map ©2011 M-FCFPC and City of Gaithersburg. All rights reserved. Aerial photo acquired March 2008.

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City of Gaithersburg
Planning and Code Admin
31 S Summit Ave
Gaithersburg, MD 20877
(301) 258-6330
www.gaithersburgmd.gov

Cross Gardens - Gburb Library Aerial 1979.mxd • 14-Nov-2012 • 10:10





Gaithersburg Library –
Circa 1961

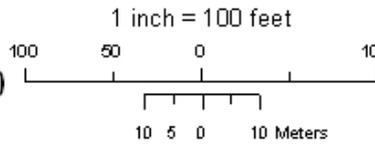
Photo Courtesy Shaun Curtis



Gaithersburg branch of the Montgomery County Public
Library on Brookes Avenue

1968

Constitution Gardens & Lee Street Park 1990



Aerial orthophoto is courtesy of the USGS National Map viewer. <http://nationalmap.gov/>
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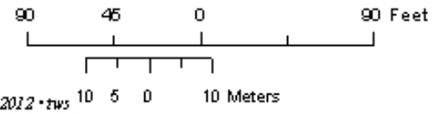
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Gaithersburg, MD 20877
(301) 250-6330
www.gaithersburgmd.gov

Constitution Gardens 1990.mxd • 9-Nov-2012 • tws



Constitution Gardens
Aerial 2011

1 inch = 92 feet



Aerial photo is courtesy of the USGS National Map viewer. <http://the.nationalmap.gov/>
 Property boundaries and planimetric base map ©2011 M-NCPPC and City of Gaithersburg.
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Constitution Gardens Aerial 2011.mxd • 8-Nov-2012 • tws

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Gaithersburg
In Memory of
Anna Janette Young
by the Soroptimist Upper /
Montgomery County Club
Constitution Garden Gazebo





Commemorative Plantings and Original Donor Base



Existing Donor Plaque at
Brookes Avenue Entrance



Some
Commemorative
Plantings





Park Walk With Officer Dan Lane

Dan discussed safety and Crime Prevention Through Environmental Design (CPTED) concerns with the current park:

- Signage celebrating the park is hidden off the road
- There currently is only one dedicated entrance to the park
- There are no marked transitional zones letting people know where the park ends and location of the leased area of the apartment complex

Park Walk with Officer Lane (continued)

- The current lighting in the park does meet CPTED guidelines.
- Safety concerns have been:
 1. Homeless individuals sleeping and drinking in the bushes
 2. Individuals drinking in and around the gazebo



Areas For Improvement



Amount of
Pavement

More Active Use of the Gazebo





Improve Secondary
entrance on Park Avenue

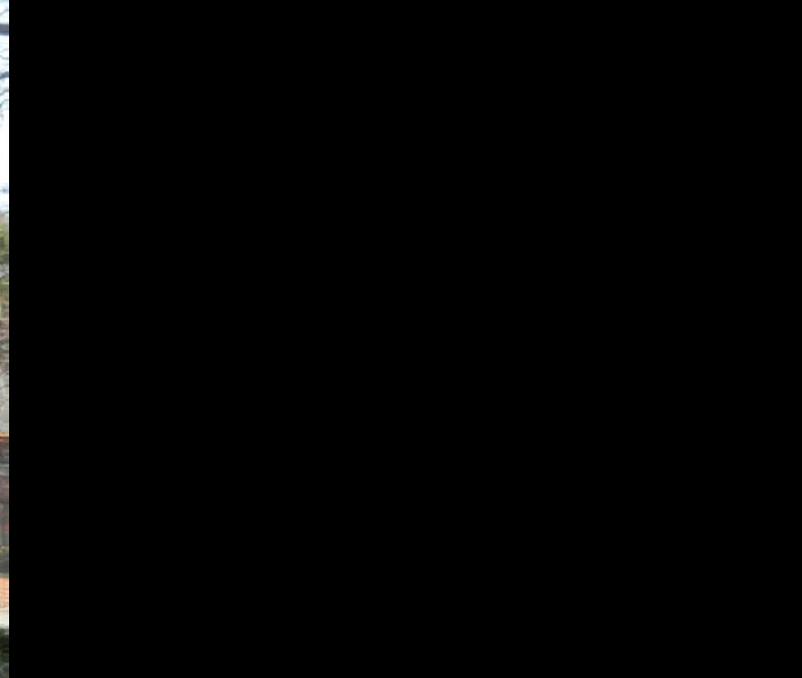
Lack of Defined Formal Entrance





Horticulture and Fencing





Brookes Avenue
Entrance #1

Brookes Avenue #2 Entrance



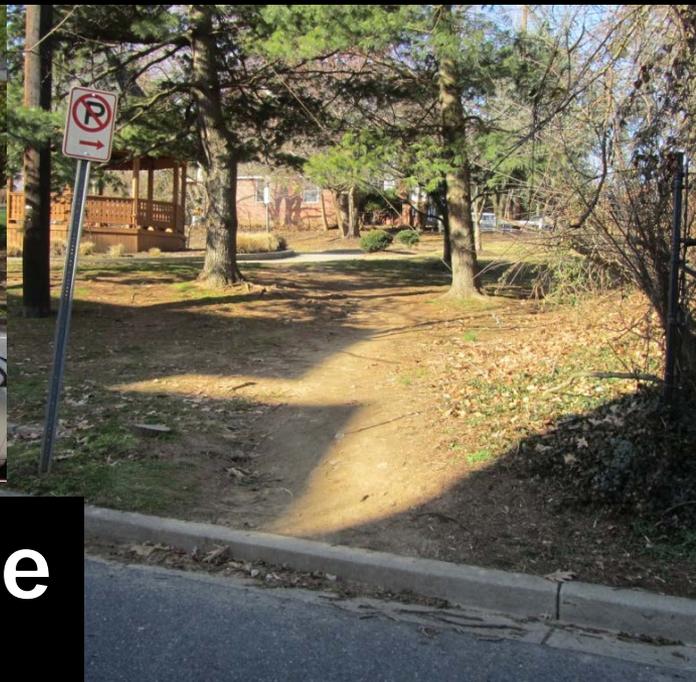


Lee Street Entrance





Brookes & Park Avenues Intersection Entrance



Park Avenue Rear Entrance





Park Avenue





Brookside
Gardens







*Please
be gentle
and
do not mo

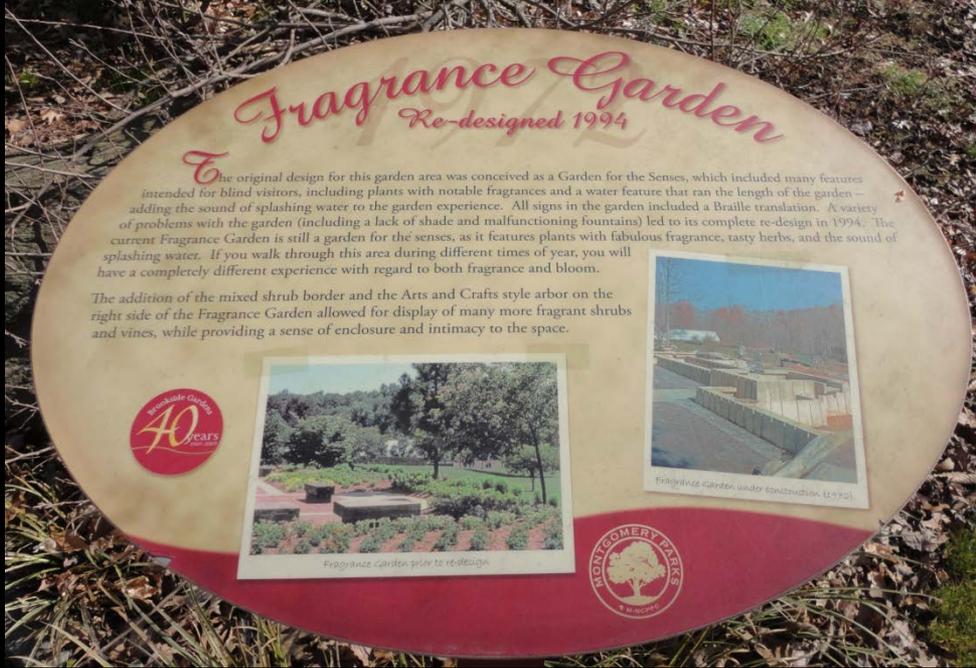
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a brofen t*



Public Art



Kid's Activities



Creating Varying Park Themes





Other Sources

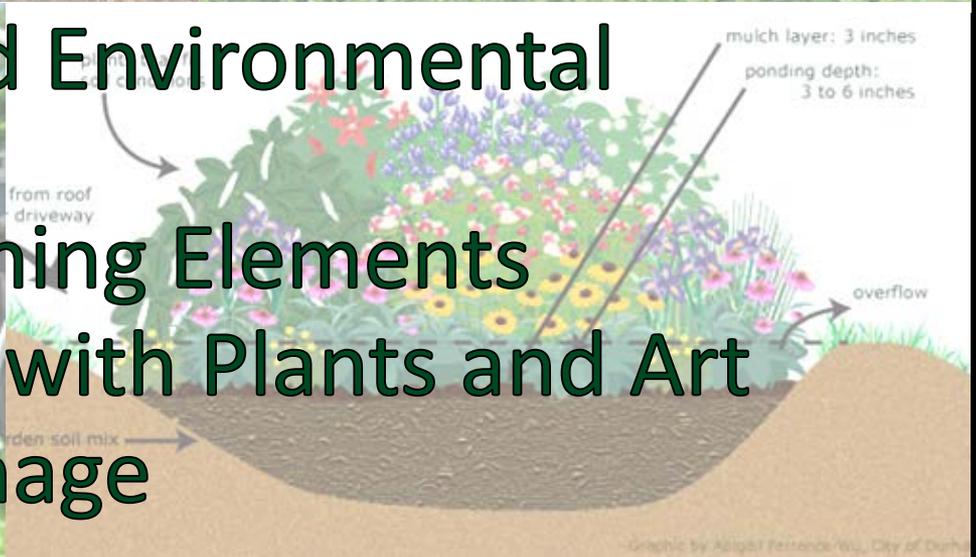
Proposed “Green” Highlights

- Rain Barrel/Dry Well at the Gazebo
- Permeable/Decorative Pavement
- Use of Sustainable Practices/Plants
- Rain Garden
- Reduction of Pavement
- Community Herb Garden
- Re-allocating Materials on Site by Recycling Concrete for a Water Feature



Educational Components

- Horticulture (Plant Identification)
- On-site Classroom Learning Components for K-12
- Master Gardener/Certified Professional Horticulturist Course Study
- Rain Garden and Environmental Preservation
- Interactive Learning Elements
- Scavenger Hunt with Plants and Art
- Educational Signage



Gardens & Horticulture

- Resuscitate and revive the Gardens
- Incorporate and maintain plants for all seasons that are drought tolerant and compatible with the neighborhood
- Relocate Rose Garden to the front
- Plant Peonies throughout the park
- Identify plants as well as donors
- Create a Community Herb Garden

David Post

Landscape Architect, ASLA, RLA, ISA



6 Lee St

Asbury Methodist Village

LEE STREET

5 Lee St

108 Brookes Ave

BROOKES AVENUE

PARK AVENUE

Park Station Apartments

CONSTITUTION GARDENS

CITY OF GAITHERSBURG



EXISTING SIGN
 WITH
 ENDING
 CURB

AND
 RDM

ROSE ARBO

GARDEN
 ENCHES
 PAVERS
 ON STREET
 MOVE CURB
 WIDE STREET
 TING SPACE

PARK AVE

EXISTING STREET TREES

EXISTING TREE AND RETAINING WALL

CONNECTING WALKWAY

EXTEND CONCRETE SIDEWALK

0 20 40 60 80 100 FT

SCALE: 1" = 20'

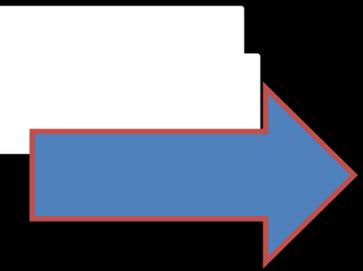
MARCH 5, 2013



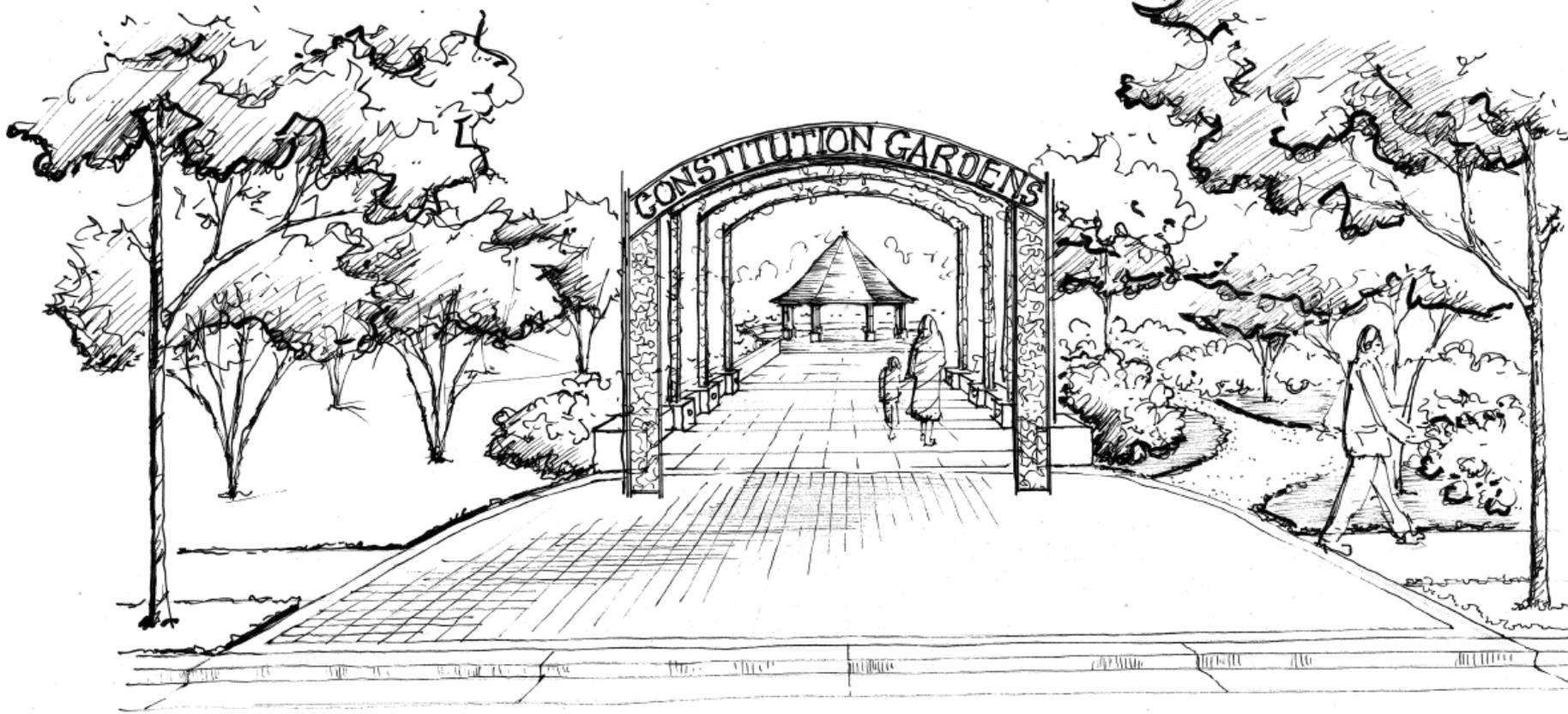
PostModern
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 10725 SANTA ANITA TERRACE
 DAMASCUS, MD 20872
 301-968-7214
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Entry
Arbors

Gazebo



Main Entry – Constitution Gardens

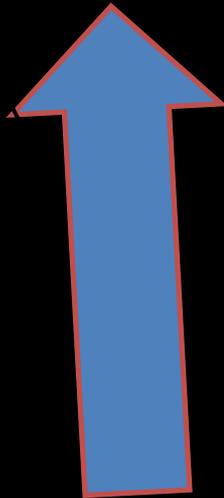


GARDEN ENTRY
CONSTITUTION GARDENS
CITY OF GAITHERSBURG

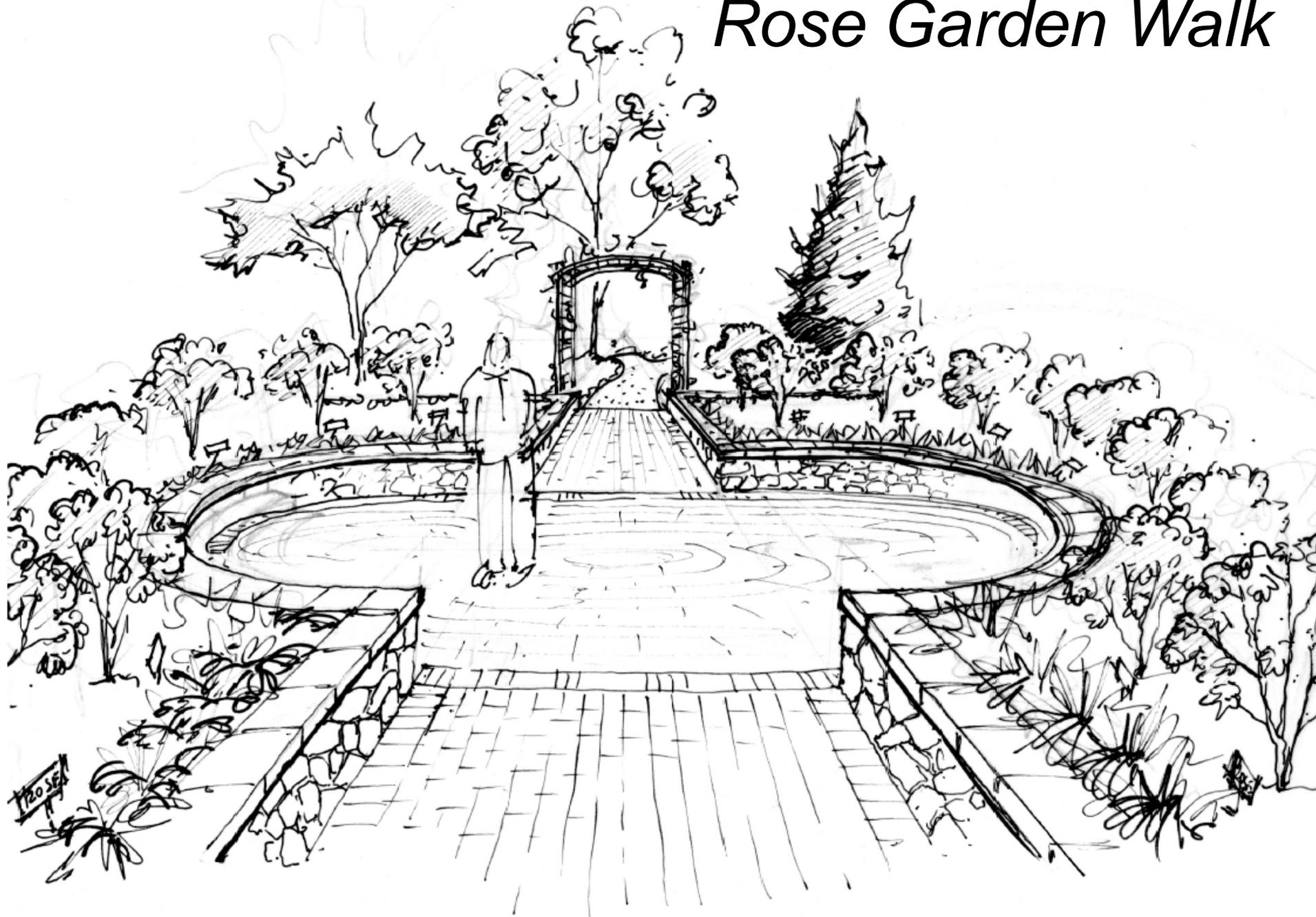
POSTMODERN LANDSCAPE ARCHITECTURE 4.15.2013

Memorial
Tree &
Shrub
Garden

Rose Garden



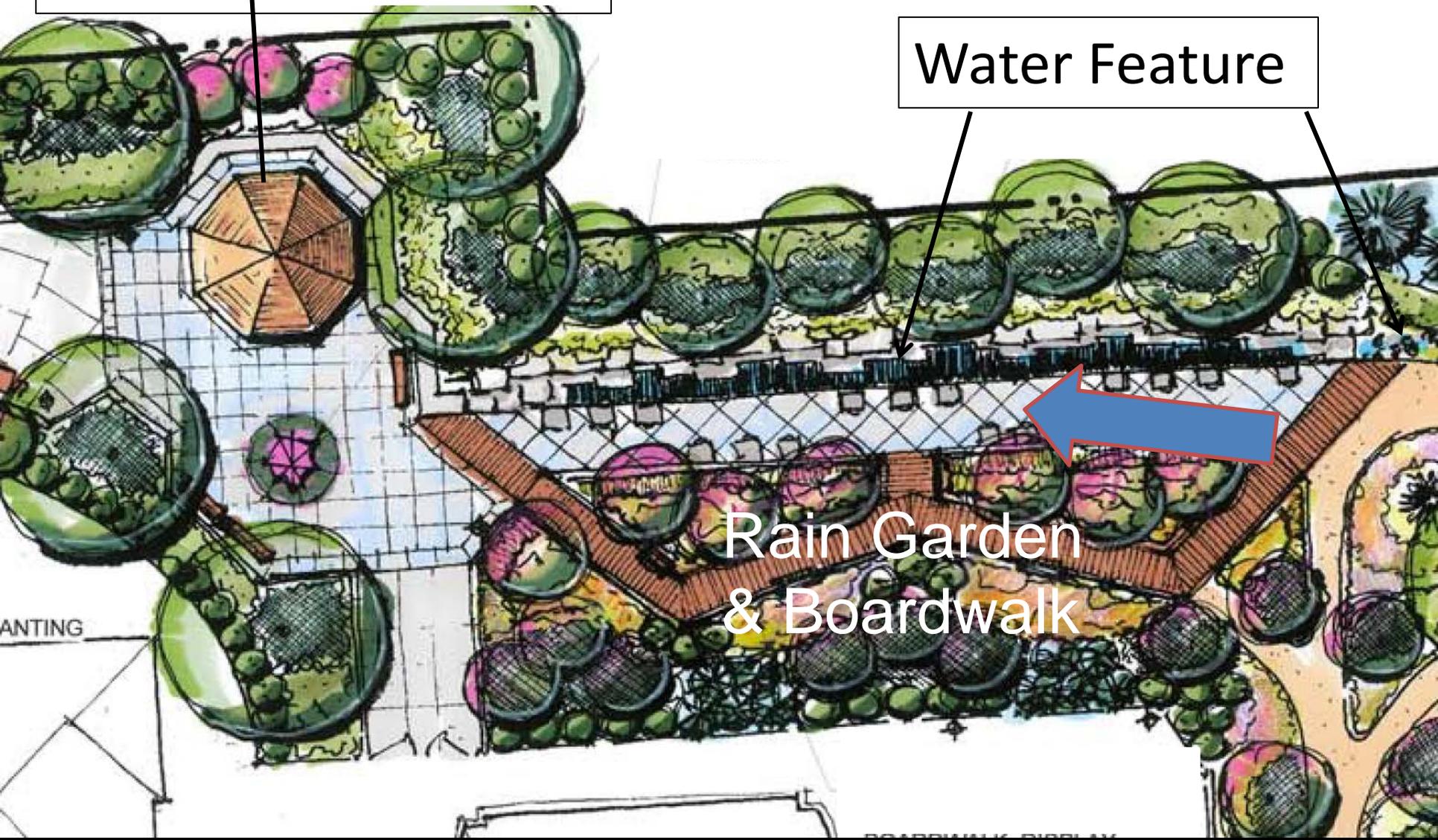
Rose Garden Walk

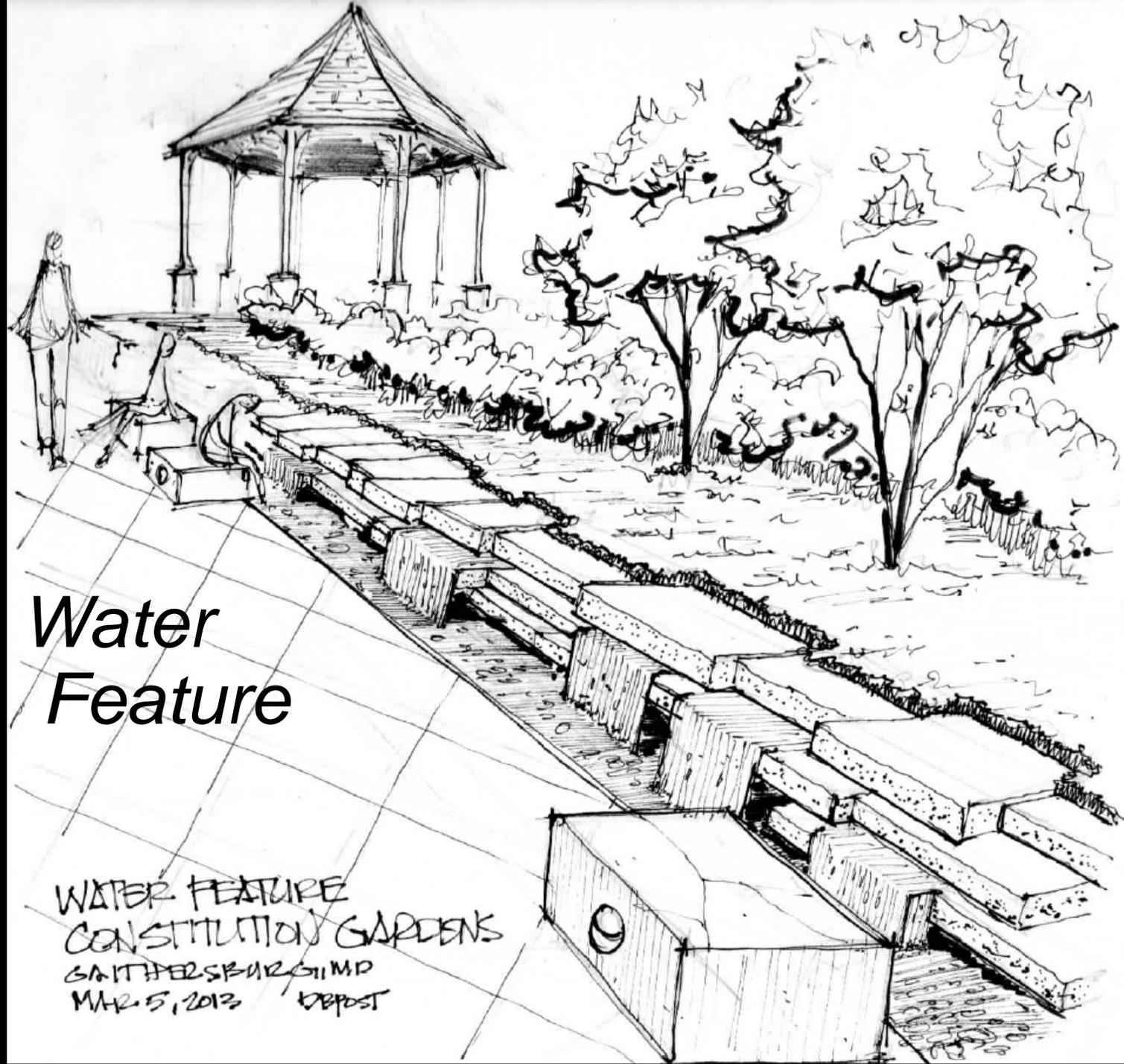


Relocated Gazebo

Water Feature

Rain Garden
& Boardwalk





Water Feature

WATER FEATURE
CONSTITUTION GARDENS
GAITHERSBURG, MD
MAR 5, 2013 DEPOST

Cross Section Location

108 Brookes Ave

5 Lee St

LEE STREET
LEE ST
6 Lee St
Asbury Methodist Village

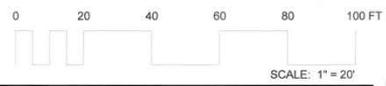


PARK AVENUE

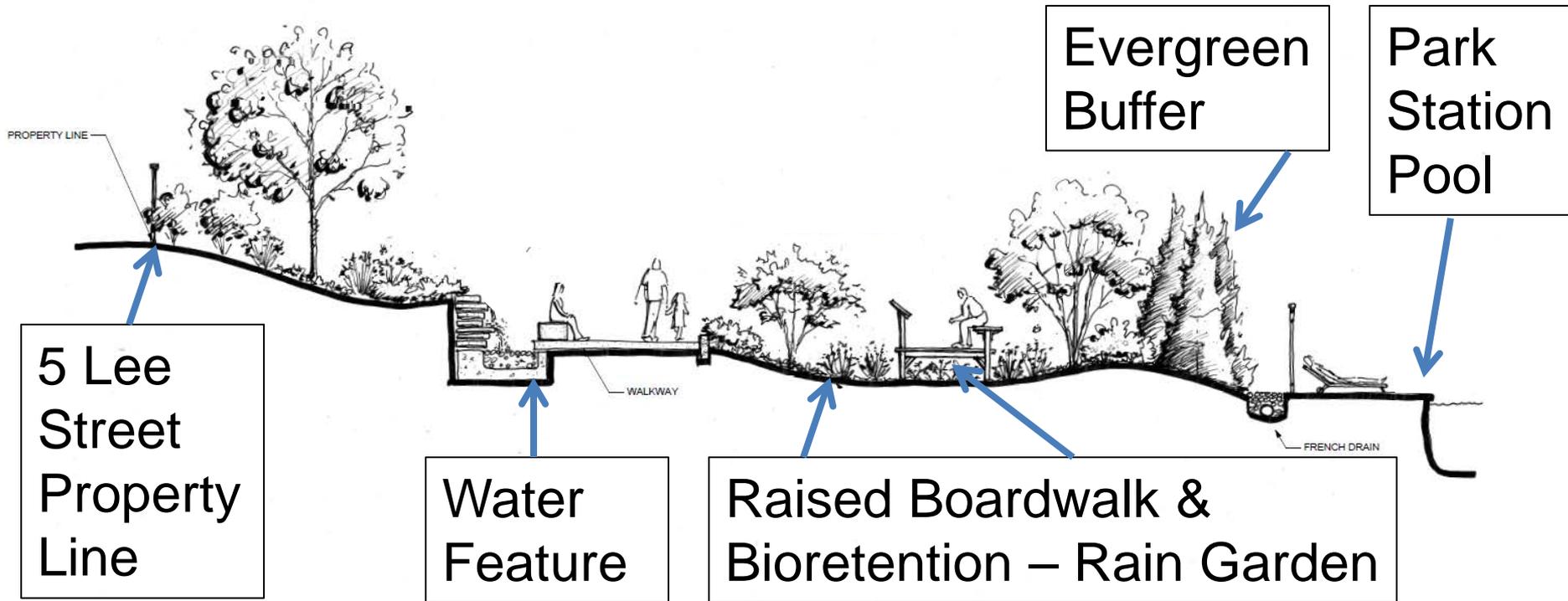
Park Station Apartments

CONSTITUTION GARDENS

CITY OF GAITHERSBURG



MARCH 5, 2013



Cross Section Through the Park



Park Station
A Child-Town Collaborator
SCHOOL OF DISTANCE LEARNING

PARK

Please NO
Alcohol
Tobacco
Drugs
Firearms
or other
hazardous
materials

NO
Open Containers
or Glass
Beverage Containers

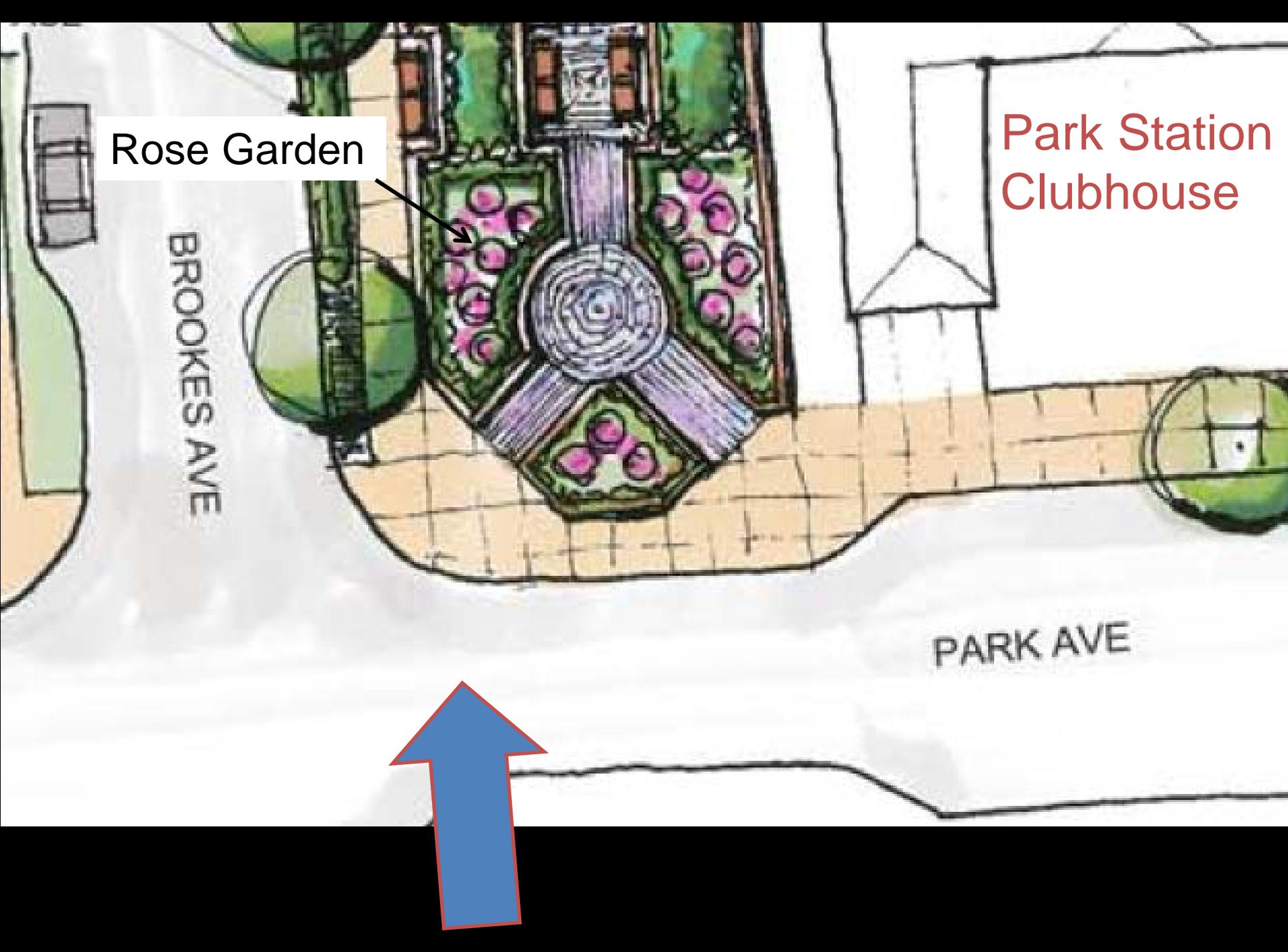
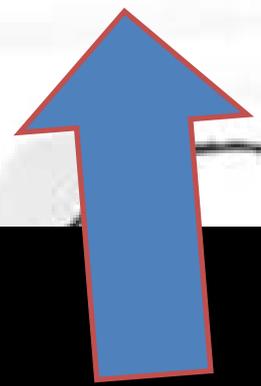
Rose Garden



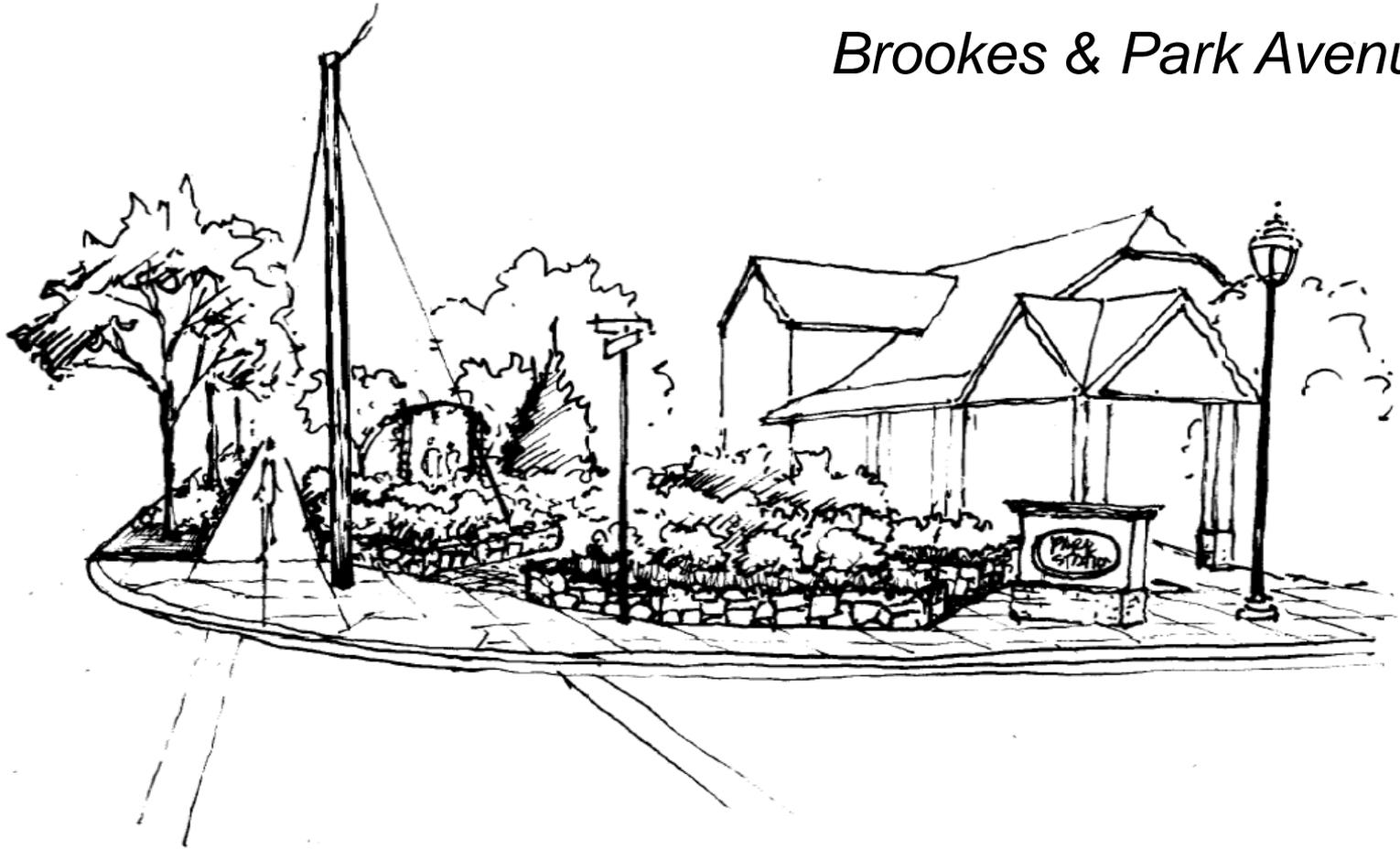
Park Station
Clubhouse

BROOKES AVE

PARK AVE



Brookes & Park Avenues



VIEW FROM BROOKES & PARK AVES.
CONSTITUTION GARDENS
CITY OF GAITHERSBURG.

MODERN LANDSCAPE ARCHITECTURE 4-15-2013



Public Art



Asbury Methodist Village



← Extend Sidewalk →

Park Avenue

Play Area Product Samples





Play Area



Bicycle Racks





CONSTITUTION GARDENS

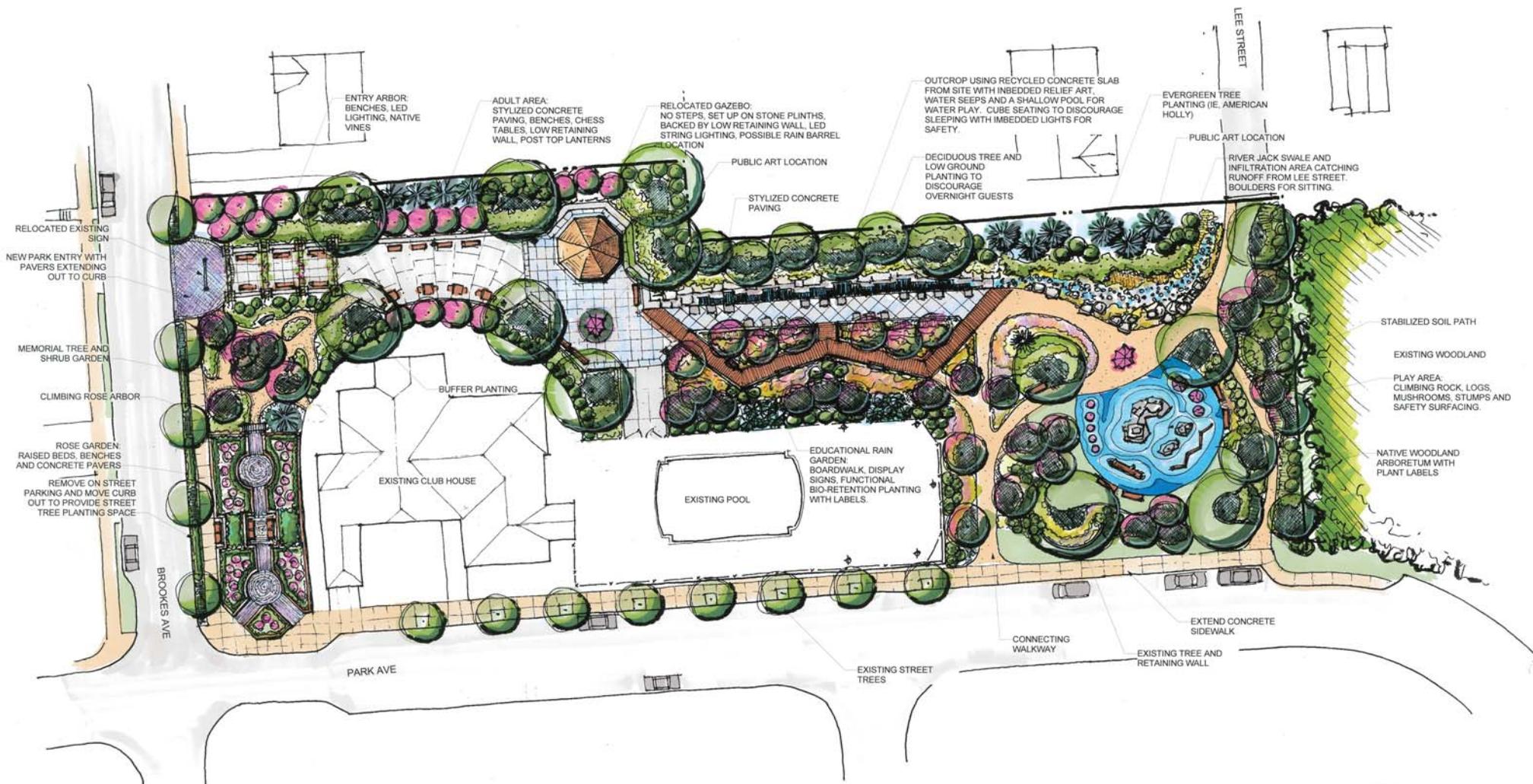
- **Park that incorporates the past and present, and educates the future**
- **Sustainable amenities to emphasize Horticulture & Environment**
- **Attractive and inviting features for all ages that make the park active**
- **Safe, Secure & Inviting**

REQUEST FOR PROPOSALS

No. 2014-026

**CONSTITUTION GARDENS
DESIGN/BUILD PROJECT**

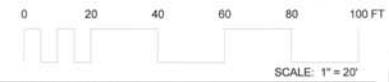
EXHIBIT B
Perspective Drawings/Renderings



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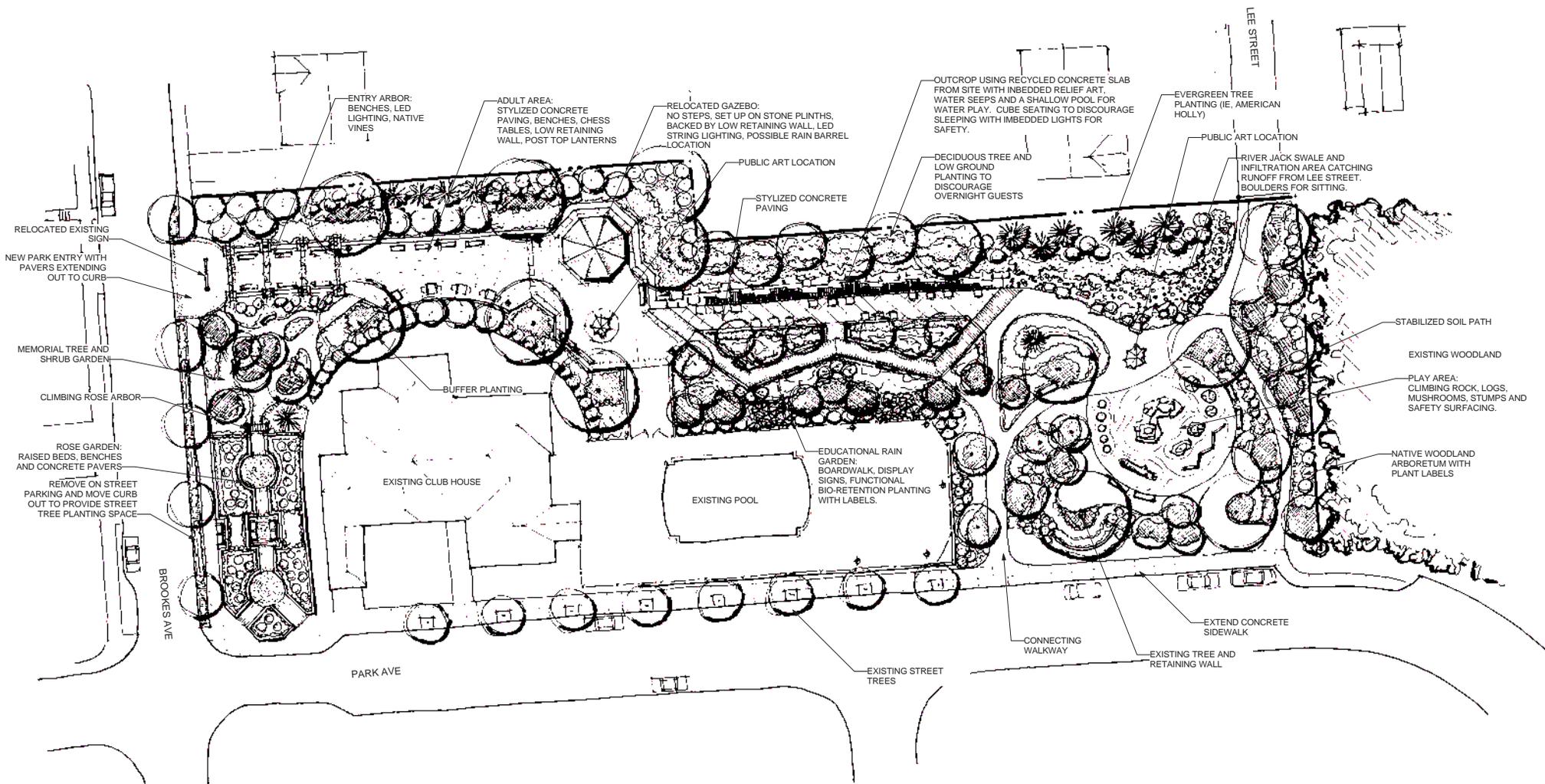
CONSTITUTION GARDENS

CITY OF GAITHERSBURG



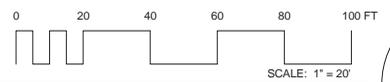
MARCH 5, 2013





CONSTITUTION GARDENS

CITY OF GAITHERSBURG

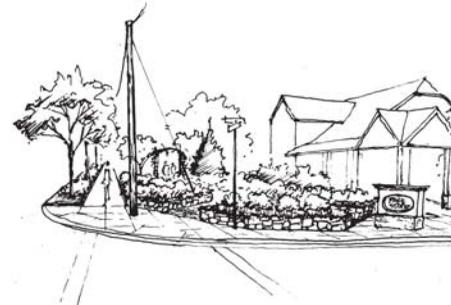


MARCH 5, 2013

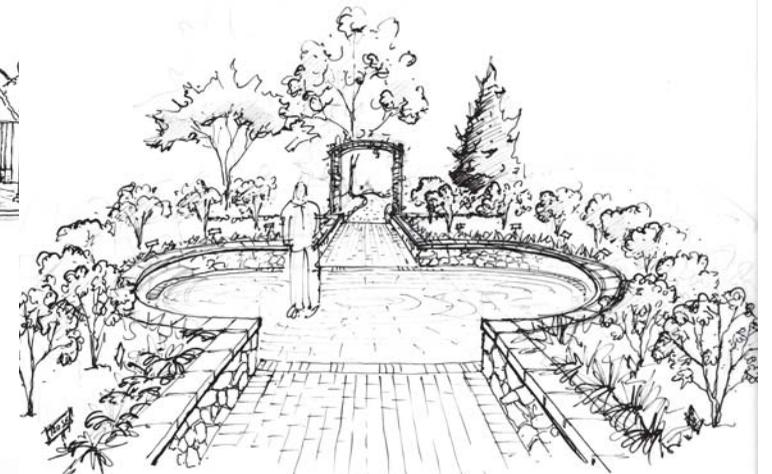
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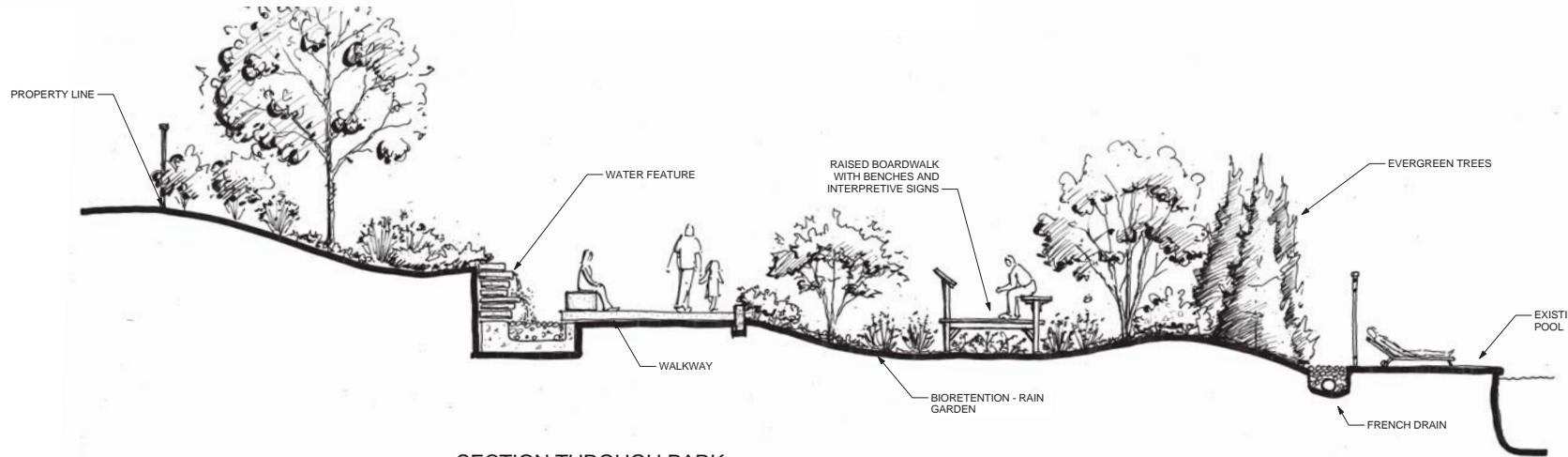
VIEW OF GARDEN ENTRY



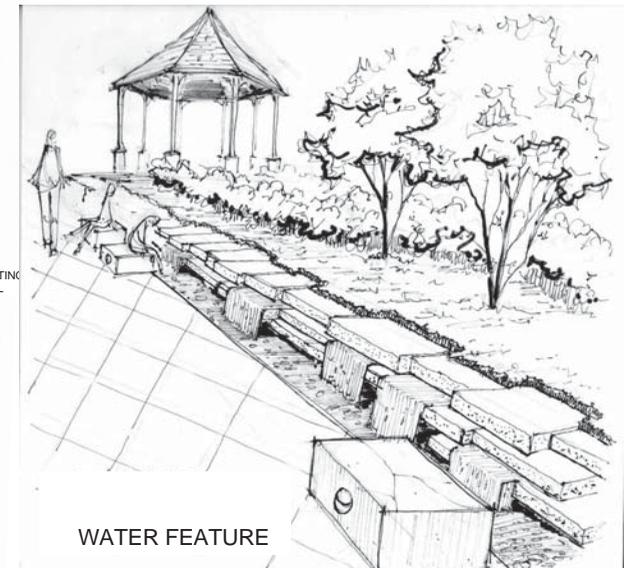
VIEW FROM BROOKES AND
PARK AVENUES



VIEW OF ROSE GARDEN



SECTION THROUGH PARK

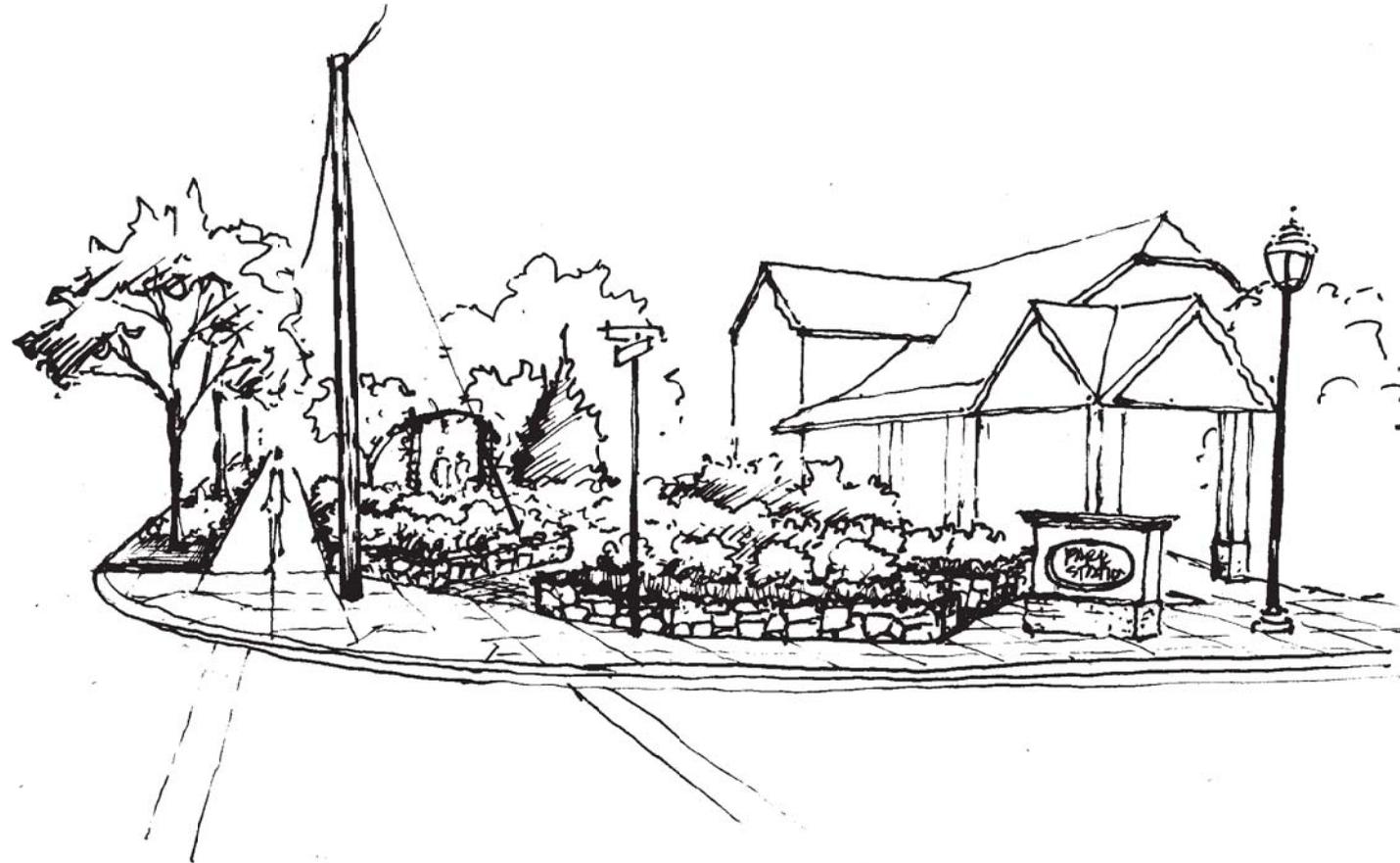


WATER FEATURE



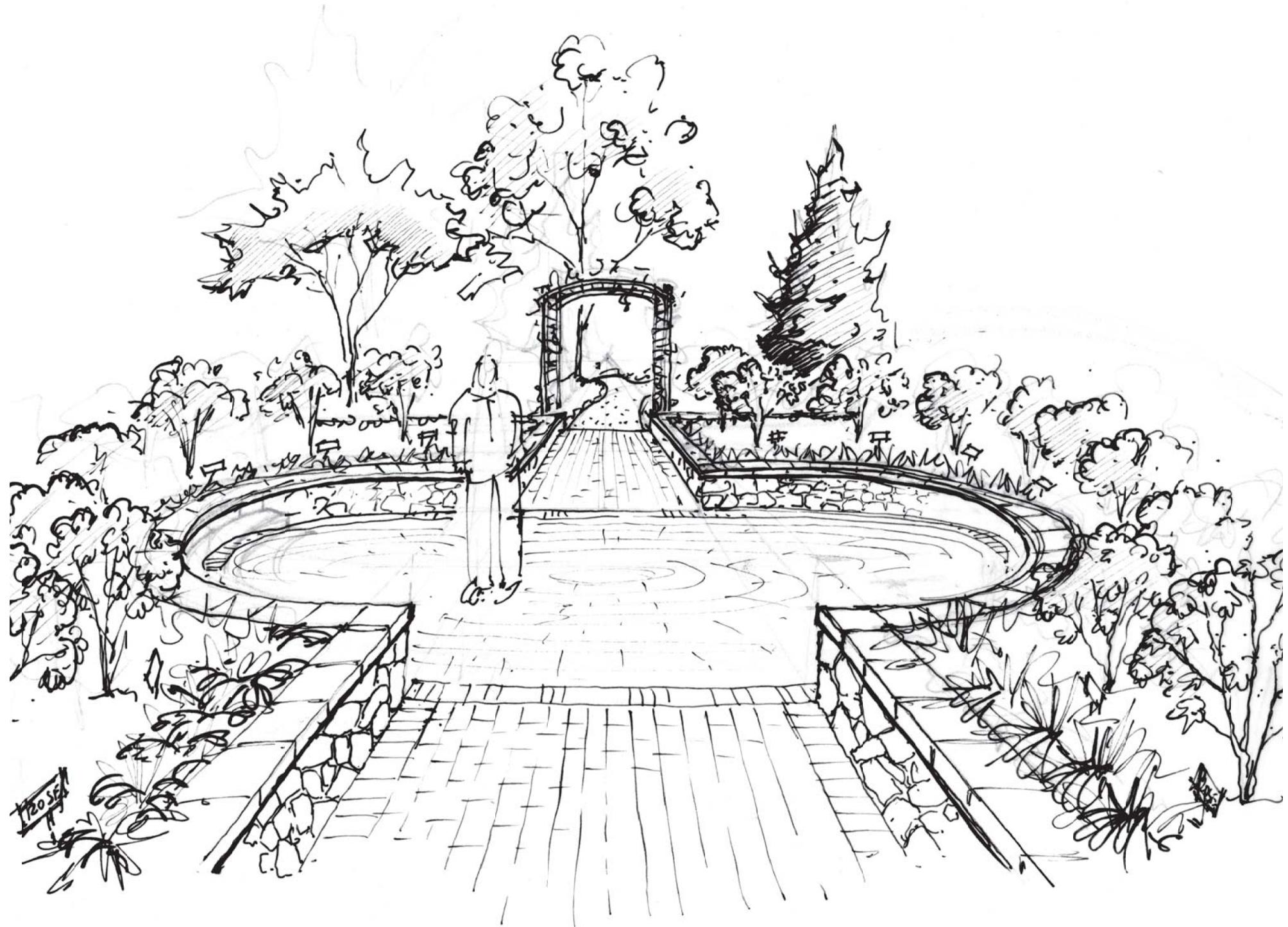
GARDEN ENTRY
CONSTITUTION GARDENS
CITY OF GAITHERSBURG

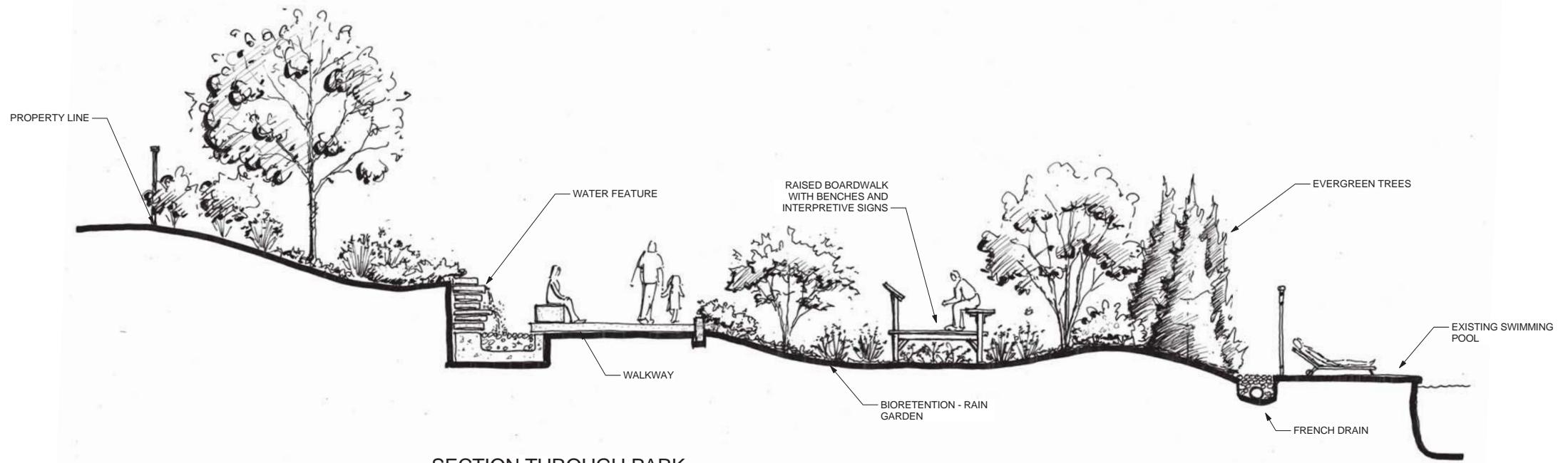
POSTMODERN LANDSCAPE ARCHITECTURE 4.15.2013



VIEW FROM BROOKES & PARK AVES.
CONSTITUTION GARDENS
CITY OF GAITHERSBURG.

FB MODERN LANDSCAPE ARCHITECTURE 4.15.2013





SECTION THROUGH PARK

REQUEST FOR PROPOSALS

No. 2014-026

**CONSTITUTION GARDENS
DESIGN/BUILD PROJECT**

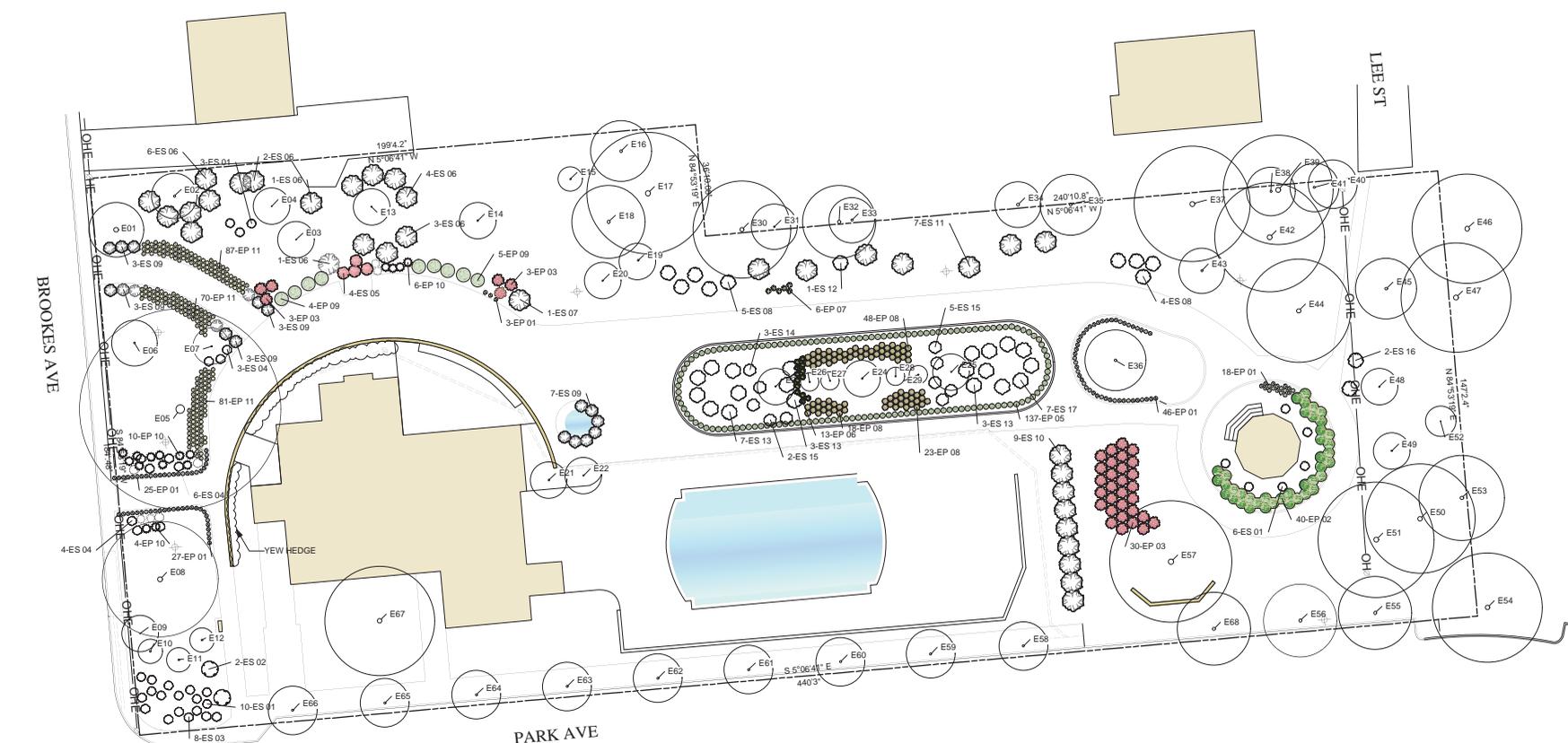
**EXHIBIT C
Existing Plant Inventory**

EXISTING TREE LIST					
ID	Botanical Name	Common Name	Spread	DBH	Condition
E01	Cedrus atlantica 'Glauca'	Blue Atlas Cedar	18	1'6"	Poor
E02	Cornus florida	Flowering Dogwood	15	8"	Average
E03	Cedrus atlantica 'Glauca'	Blue Atlas Cedar	12	4"	Good
E04	Cornus kousa	Kousa Dogwood	12	3"	Good
E05	Acer rubrum	Red Maple, Swamp Maple	66	2'9"	Poor
E06	Cornus florida	Flowering Dogwood	15	6"	Good
E07	Cornus florida	Flowering Dogwood	12	4"	Average
E08	Quercus rubra	Northern Red Oak	38	1'7"	Good
E09	Cornus florida	Flowering Dogwood	12	3"	Average
E10	Ilex 'Nellie R. Stevens'	Nellie Stevens Holly	8	6"	Excellent
E11	Ilex 'Nellie R. Stevens'	Nellie Stevens Holly	8	6"	Excellent
E12	Ilex 'Nellie R. Stevens'	Nellie Stevens Holly	8	6"	Excellent
E13	Cedrus atlantica 'Glauca'	Blue Atlas Cedar	12	5"	Good
E14	Magnolia soulangiana	Saucer Magnolia	12	5"	Good
E15	Ilex attenuata	Foster Holly	8	5"	Average
E16	Pinus strobus	Eastern White Pine	20	10"	Average
E17	Pinus strobus	Eastern White Pine	40	1'8"	Average
E18	Tsuga canadensis	Canadian Hemlock	24	1'0"	Poor
E19	Picea pungens 'Glauca'	Colorado Blue Spruce	12	6"	Average
E20	Acer palmatum dissectum atropurpureum	Japanese Maple Threadleaf	12	5"	Good
E21	Lagerstroemia indica	Crape Myrtle	12	5"	Good
E22	Lagerstroemia indica	Crape Myrtle	12	5"	Good
E23	Lagerstroemia indica	Crape Myrtle	12	5"	Good
E24	Lagerstroemia indica	Crape Myrtle	12	5"	Good
E25	Lagerstroemia indica	Crape Myrtle	12	5"	Good
E26	Thuja occidentalis	Eastern arborvitae	6	5"	Good
E27	Thuja occidentalis	Eastern arborvitae	6	5"	Good
E28	Thuja occidentalis	Eastern arborvitae	6	5"	Good
E29	Thuja occidentalis	Eastern arborvitae	6	5"	Good
E30	Morus rubra	Red Mulberry	32	1'4"	Poor
E31	Acer platanoides	Norway Maple	15	6"	Poor
E32	Acer platanoides	Norway Maple	24	1'0"	Average
E33	Acer platanoides	Norway Maple	15	8"	Average
E34	Acer platanoides	Norway Maple	15	10"	Average
E35	Acer platanoides	Norway Maple	20	10"	Average
E36	Acer palmatum	Japanese Maple	20	10"	Excellent
E37	Acer platanoides	Norway Maple	38	1'7"	Average
E38	Acer platanoides	Norway Maple	16	8"	Poor
E39	Acer platanoides	Norway Maple	36	1'6"	Not Set
E40	Acer platanoides	Norway Maple	16	8"	Poor
E41	Morus rubra	Red Mulberry	16	8"	Poor
E42	Pinus strobus	Eastern White Pine	38	1'6"	Average
E43	Magnolia soulangiana	Saucer Magnolia	15	8"	Good
E44	Acer rubrum 'October Glory'	Red Maple October Glory	34	1'5"	Good
E45	Cedrus atlantica 'Glauca'	Blue Atlas Cedar	20	10"	Average
E46	Tsuga canadensis	Canadian Hemlock	36	1'6"	Poor
E47	Robinia pseudoacacia	Black Locust	36	1'8"	Poor
E48	Cornus florida	Flowering Dogwood	12	4"	Good
E49	Cornus florida	Flowering Dogwood	12	6"	Good
E50	Pinus strobus	Eastern White Pine	36	1'6"	Average
E51	Pinus strobus	Eastern White Pine	38	1'7"	Average
E52	Pyrus calleryana 'Redspire'	Redspire Flowering Pear	10	2"	Good
E53	Acer rubrum	Red Maple, Swamp Maple	28	1'2"	Average
E54	Tsuga canadensis	Canadian Hemlock	36	1'6"	Poor
E55	Quercus rubra	Northern Red Oak	24	1'0"	Good
E56	Quercus rubra	Northern Red Oak	24	1'0"	Good
E57	Acer rubrum	Red Maple, Swamp Maple	40	1'8"	Good
E58	Quercus rubra	Northern Red Oak	16	8"	Average
E59	Quercus rubra	Northern Red Oak	16	8"	Average
E60	Quercus rubra	Northern Red Oak	16	8"	Average
E61	Quercus rubra	Northern Red Oak	16	8"	Average
E62	Quercus rubra	Northern Red Oak	16	8"	Average
E63	Quercus rubra	Northern Red Oak	16	8"	Average
E64	Quercus rubra	Northern Red Oak	16	8"	Average
E65	Quercus rubra	Northern Red Oak	16	8"	Average
E66	Quercus rubra	Northern Red Oak	16	8"	Average
E67	Magnolia grandiflora	Southern Magnolia	36	1'6"	Good
E68	Quercus rubra	Northern Red Oak	24	1'0"	Good

EXISTING SHRUB LIST				
ID	Quantity	Latin Name	Common Name	Notes
ES 01	19	Nandina domestica	Heavenly Bamboo	
ES 02	2	Ilex x 'Nellie R. Stevens'	Nellie Stevens Holly	
ES 03	8	Rosa x 'Radtko'	Knock Out Rose	
ES 04	13	Azalea	Azalea	
ES 05	4	Berberis thunbergii var atropurpurea 'Crimson Pygmy'	Crimson Pygmy Japanese Barberry	
ES 06	17	Rhododendron	Rhododendron	
ES 07	1	Corylus avellana 'Contorta'	Harry Lauder's Walking Stick	
ES 08	9	Hydrangea arborescens	Smooth Hydrangea	
ES 09	19	Taxus x media	Anglojap Yew	
ES 10	9	Euonymus alata	Winged Burning Bush	
ES 11	7	Viburnum rhytidophyloides 'Allegheny'	Allegheny Viburnum	
ES 12	1	Prunus laurocerasus 'Schipkaensis'	Schipka Cherry Laurel	
ES 13	13	Rosa	White Rose	
ES 14	3	Rosa	Salmon Rose	
ES 15	7	Rosa	Red Rose	
ES 16	2	Ilex crenata	Japanese Holly	
ES 17	7	Rosa	Pink Rose	

EXISTING PERENNIAL AND ORNAMENTAL GRASS LIST				
ID	Quantity	Latin Name	Common Name	Notes
EP 01	119	Liriope muscari 'Variegata'	Variegated Lilyturf	
EP 02	40	Pennisetum alopecuroides	Fountain Grass	
EP 03	36	Paeonia hybrids	Peony	
EP 05	137	Sedum 'Autumn Joy'	Autumn Joy Stonecrop	
EP 06	13	Coreopsis verticillata	Thread-leaf Coreopsis	
EP 07	3	Hemibocallis	Daylily	
EP 08	89	Schizaea purpurea	Purple Coneflower	
EP 09	3	Miscanthus sinensis	Japanese Silver Grass	
EP 10	20	Hosta x	Plantain Lily	
EP 11	238	Liriope spicata	Creeping Lily Turf	

NOTE: QUANTITIES ARE APPROXIMATE IN SOME CASES



OCTOBER 4, 2013 SCALE: 1" = 20'



EXISTING PLANT INVENTORY

CONSTITUTION GARDENS

CITY OF GAITHERSBURG

REQUEST FOR PROPOSALS

No. 2014-026

**CONSTITUTION GARDENS
DESIGN/BUILD PROJECT**

**EXHIBIT D
Natural Play Spaces Presentation**



Nature Play Spaces

Sandi Olek

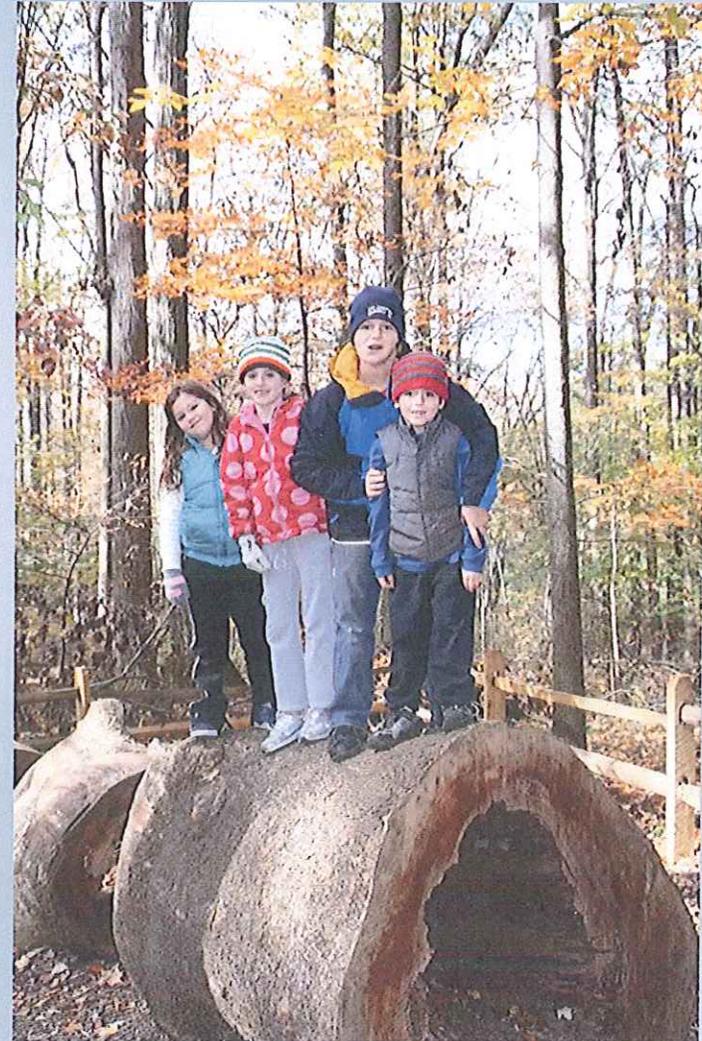
Maryland Department of
Natural Resources

9/12/13



Why Nature Play Spaces?

- ☀ Less access to natural areas- in neighborhoods and communities
- ☀ Need for everyday access to natural play- unstructured play
- ☀ Disturbing childhood trends such as obesity, ADD, and depression.
- ☀ Schoolyard habitats not used for playing
- ☀ Need for early nature exposure- Daycare centers



There is No App for This!

- ☀️ *ONLY ONE CHILD in seven spends more time playing outdoors than his or her parents did, a study shows.*
- ☀️ *UK Survey- Make Time to Play Campaign*



© Play At Home Mom, LLC

Maryland Partnership for Children in Nature

- Formed in 2008
- Recommendations to
 1. Connect Students to nature during the school day (Environmental Literacy)
 - Provide professional development for teachers, state park rangers and naturalists, and other service providers.
 2. Provide connections to nature for underserved communities
 3. Connect families and communities to nature



The Maryland Partnership for Children In Nature's new Leadership Team celebrates the signing of their new agreement.

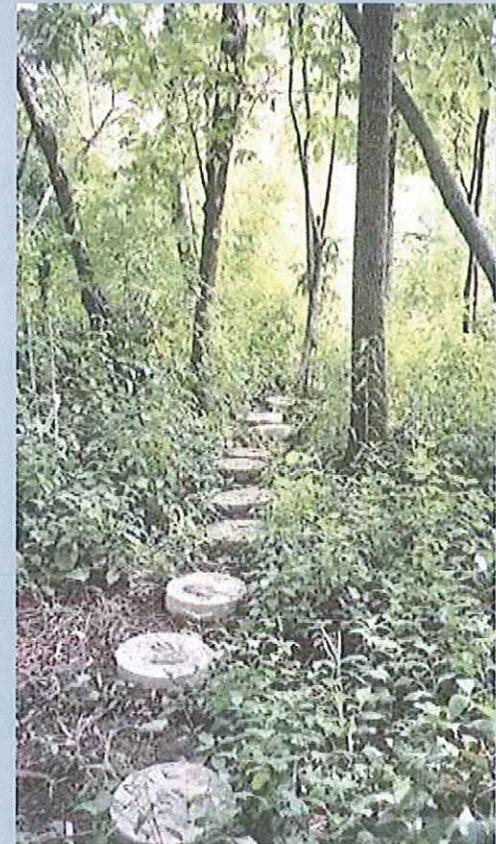


Maryland Partnership for Children in Nature- Nature Play Space Recommendations

Connecting Communities and Families to Nature

Create nature play areas within communities to provide outdoor experience for children close to home

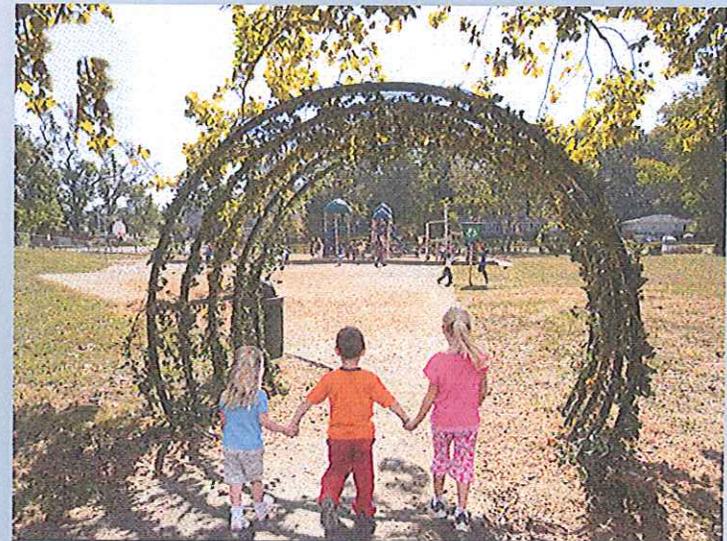
- **Awareness** of nature play spaces, connection to well being
- Protect, preserve, reclaim and create new nature play spaces
- Ensure **access** to nature play spaces
- Incorporate nature play space as infrastructure element of **community design**



What is a Nature Play Space?

A space **intentionally** designed or designated to integrate natural components into a place for **structured** and **unstructured** play and learning. This natural play space will:

- Provide an **important early connection** for children with nature and create future environmental stewards
- Provide an opportunity for both **physical** and **creative** play
- Support children's **physical, intellectual, and emotional** development



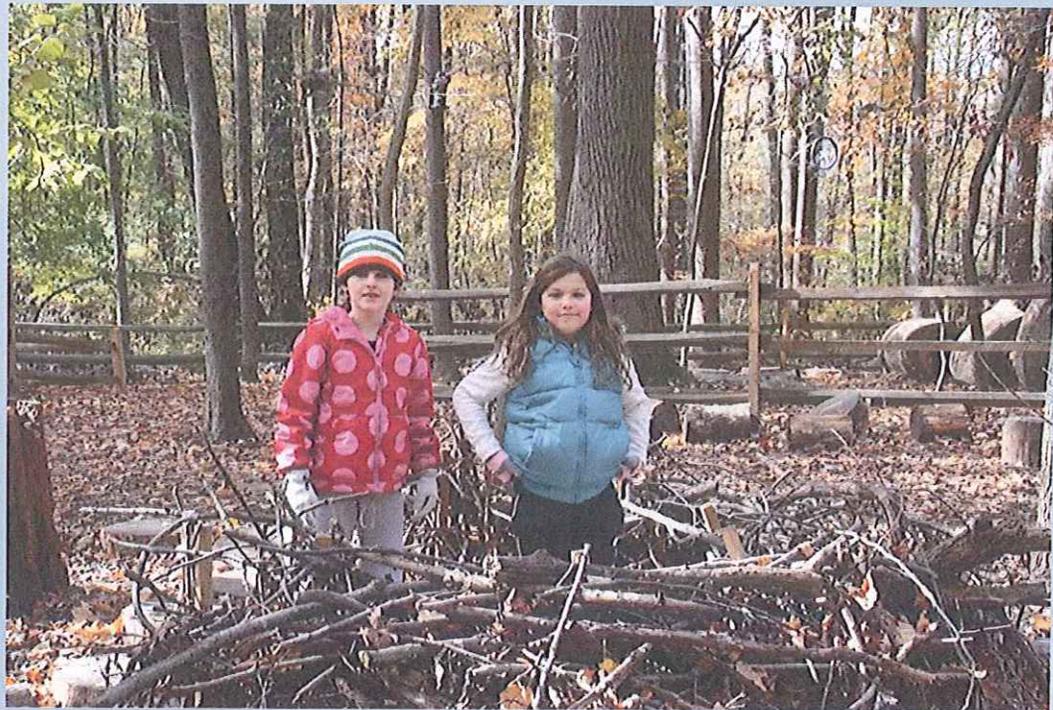
Benefits of Nature Play Spaces



- Provide unstructured play
- Introduction to Nature Exploration
- Address the “Green Fear” for parents
- Physically challenging
- Spark Creativity
- Opportunity to get messy
- Instill a sense of place and adventure
- Cost less- easily replaced
- Provide restoration opportunities
- Encourage community and social development
- Foster an early environmental stewardship ethic

Benefits Cont.

- Outdoors shown to be stress relievers
- Can reduce symptoms of ADD
- Promotes physical activity and reduces incidence of obesity
- Promotes early bonding with natural environment





- ☀️ A 2003 study found that even a view of nature can help reduce stress among highly stressed children – and the more greenery accessible, the more positive the effect was.
- ☀️ A 2003 study found that even a view of nature can help reduce stress among highly stressed children – and the more greenery accessible, the more positive the effect was.

Elements of a Great Nature Play Space:

Physical Components:

- Plants
- Loose Parts
- Pathways
- Terrain variations
- Soil variations
- Water
- Hiding places

Activities:

- Gardening
- Digging
- Climbing
- Balancing
- Creativity / Imagination
- Building
- Connecting



Elements

1. Adventure- physically challenging
 - Climbing
 - Balancing
 - Offers a variety of options- ages and abilities
2. Fantasy and Imagination- challenge and stimulate the imagination



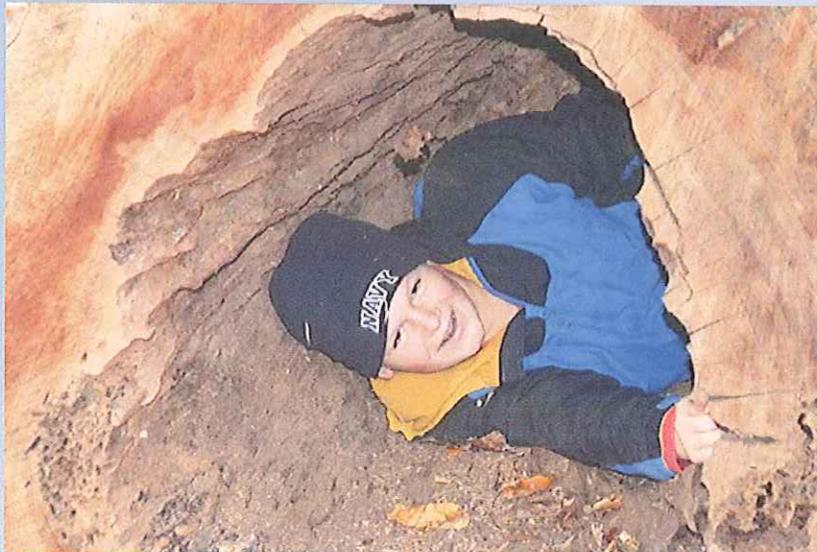
Elements

3. Animal Allies- creating bonds and associations

- Connecting with nature

4. Maps and Paths-places to explore

- Pathways to explore
- Variety of Terrain (hills, bumps)



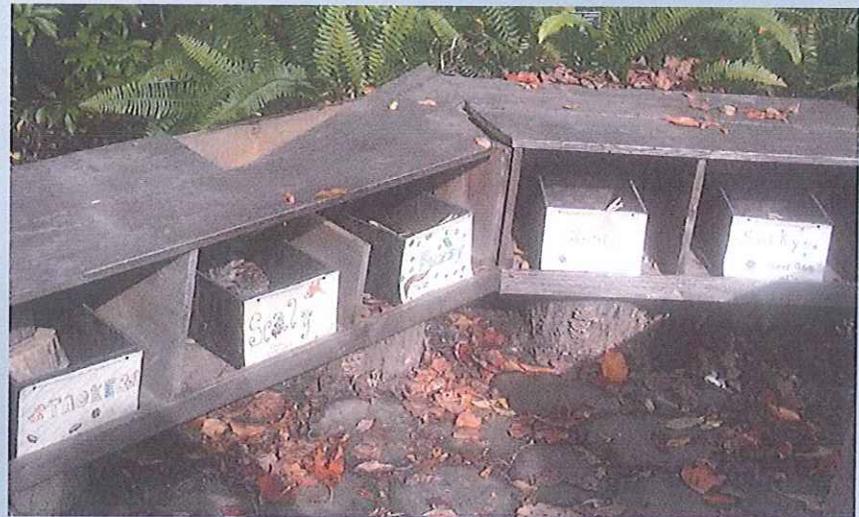
Elements

5. Special Places- found or constructed spaces, bridge b/w safety of home and outside world
 - Hiding places
 - Fort building
6. Small Worlds- miniature ecosystems, neighborhoods etc. give big picture
 - Plants
 - Sand



Elements

7. Hunting and Gathering- connection to our ancestors and way we co-existed in nature
 - Loose parts/ Can be manipulated- (pinecones, sticks, stones)



Physical Elements

- ☀ Plants
- ☀ Loose Parts
- ☀ Pathways



Physical Elements

- ☀ Terrain Variations
- ☀ Water
- ☀ Hiding Places

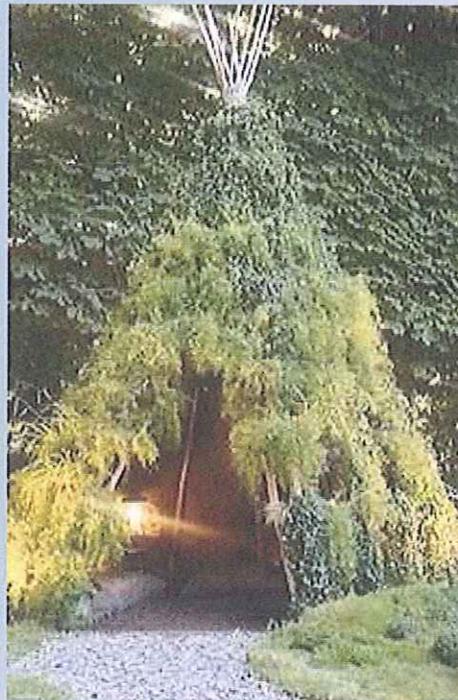
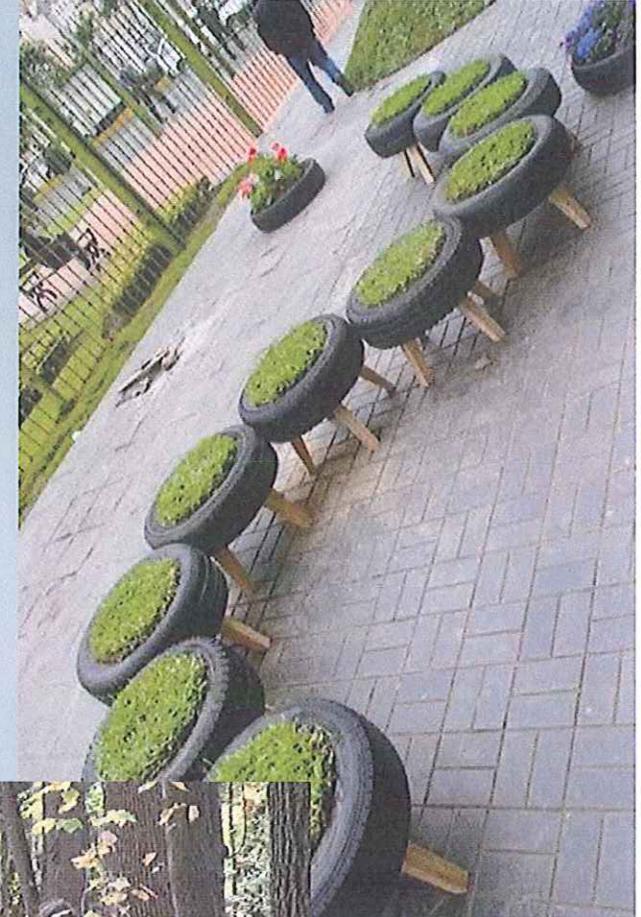


Photo compliments of Early Space, LLC



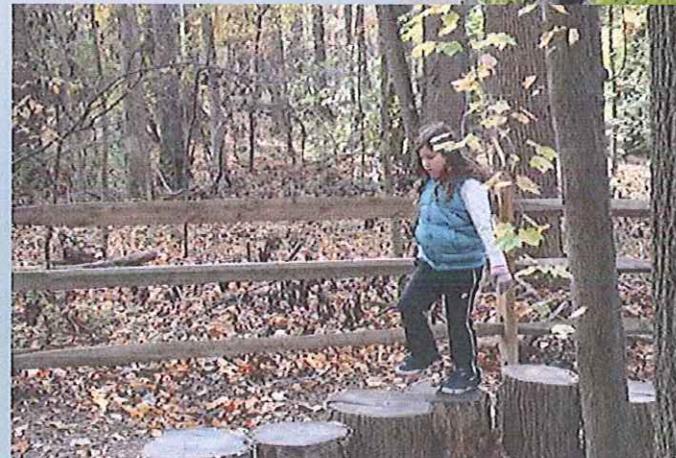
Activities

- ☀ Gardening
- ☀ Digging
- ☀ Climbing/Balancing



A twist on a Standard

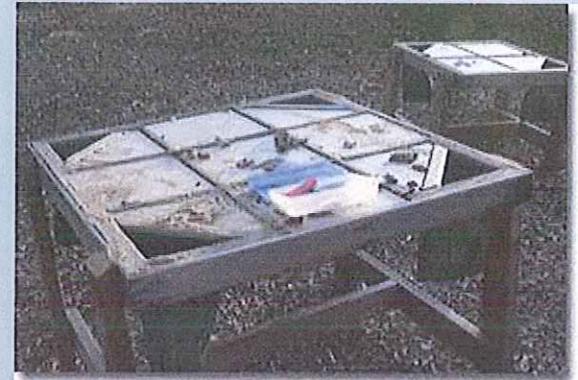
Messy Materials Areas



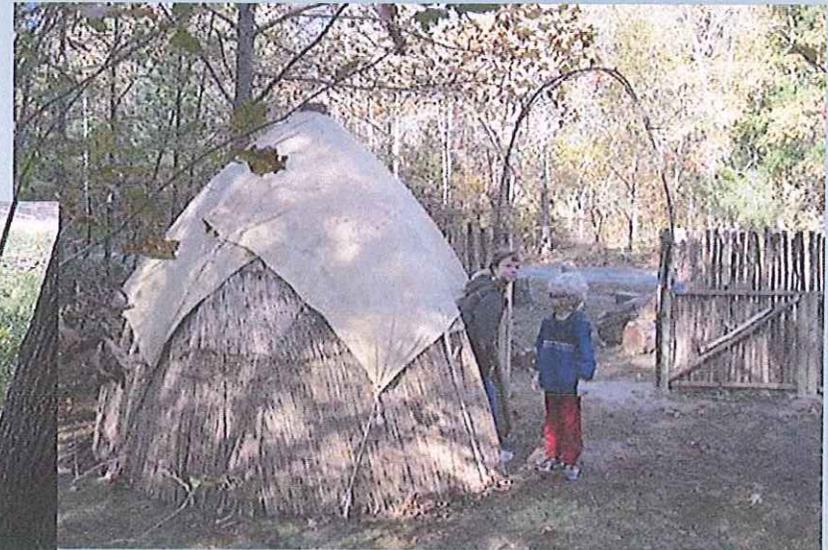
Tires as Stools

Activities

- ☀ Creativity & Imagination
- ☀ Building
- ☀ Connecting



Art Table



Native American Shelter

Mobile Nature Play

General Playground Guidelines- CPSC

- ☀️ Layout considerations still remain-
 - ☀️ Accessibility, Shade, Sight lines, Age Separation, Signage/ Labeling
- ☀️ Surfacing- should be determined by highest fall height on play area
 - ☀️ Wood chips, sand, wood mulch, shredded/recycled rubber mulch – 9” minimum
- ☀️ Recommended height for 2-5 year old is 60”
- ☀️ Recommended height for 5-12 year old is 84”



Why use Natural Materials?

- ☀ Part of the learning process – natural decay, rings of a tree etc.
- ☀ Smell, touch and other senses
- ☀ Chance to observe natural critters or local natural history and be a part of it!
- ☀ Maintenance includes visual inspections
 - ☀ Sanding
 - ☀ checking for drainage to prevent mold etc.



Safety & Liability

- ☀ Design the space according to the CPSC
- ☀ Conduct regular inspections and use inspection and safety forms (refer to a CPSI for safety check, keep it on file)
- ☀ Consult your insurance policy
- ☀ Include proper signage - with phone #s, hours etc



Regular Inspections



Appropriate Signage?

Annapolis Play & Learn

- ☀ Early Childhood Facility
- ☀ Attached to public building
- ☀ Interagency Design Team
- ☀ Two New Spaces Created



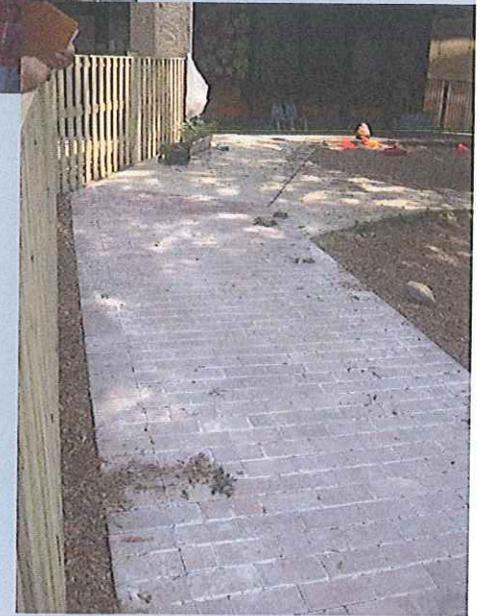
Annapolis Play & Learn

Before



Annapolis Play & Learn

During



Annapolis Play & Learn



After

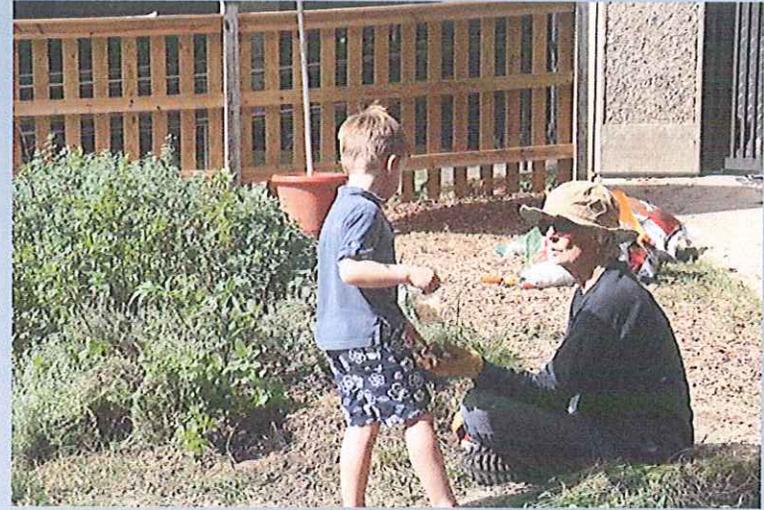




Annapolis Play & Learn

After





Natural Play Spaces - Children In Nature - Maryland Department of Natural Resources - Windows Internet Explorer

http://dnrdev2.8030/cin/nps/

File Edit View Favorites Tools Help

troop2241 Vote Web Slice Gallery Free Hotmail Yahoo! New and recent - Music... Suggested Sites

Keeping Tree... (750 unread)... Natural Pl... Home - Sara... University of ... Natural Play ... Natural Play ... Page Safety Tools

DEPARTMENT OF MARYLAND NATURAL RESOURCES

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Nature Play Spaces Pattern Book
Nature Play Spaces Pattern Book Home

Children in Nature
Nature Play Spaces Pattern Book

Governor Martin O'Malley
Lt. Governor Anthony G. Brown

Find Play Spaces By Region

What is a Natural Play Space?
A space intentionally designed or designated to integrate natural components into a place for structured and unstructured play and learning.

This natural play space will:

- Provide an important early connection for children with nature and create future environmental stewards
- Provide an opportunity for both physical and creative play
- Support children's physical, intellectual, and emotional development

Physical Components

- [Hiding Places](#)
- [Plants](#)
- [Loose Parts](#)
- [Varied Terrain](#)
- [Pathways](#)
- [Water](#)
- [Seating](#)
- [Shade](#)

Examples of Natural Play Spaces

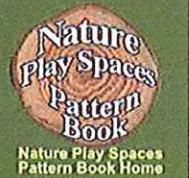
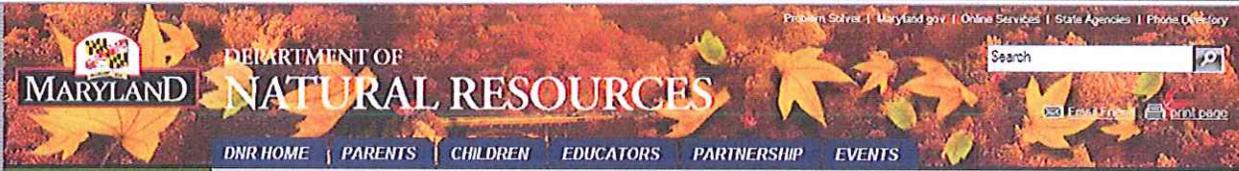
- ▶ [Assateague State Park](#)
- ▶ [Adkins Arboretum](#)
- ▶ [Brookside Gardens](#)
- ▶ [Calverton School](#)
- ▶ [Greenbriar State Park](#)
- ▶ [Irvine Nature Center](#)
- ▶ [Locust Grove](#)
- ▶ [Play and Learn Annapolis](#)

Natural Play Motifs

- ▶ [Adventure](#)
- ▶ [Fantasy and Imagination](#)

Local Intranet 105%

www.dnr.state.md.us/cin/nps



- RESOURCES**
- Benefits
 - Safety
 - Community Planning
 - Nature Play Spaces Home Page
 - Children in Nature Home Page
 - The Partnership

Nature Play Spaces in Maryland



This map highlights some examples of Nature Play Spaces in Maryland.

Central Maryland

- [Brookside Gardens](#)
- [Irvine Nature Center](#)
- [Locust Grove](#)
- [Play and Learn Annapolis](#)

Southern Maryland

- [Calverton School](#)

Eastern Maryland

- [Adkins Arboretum](#)
- [Assateague State Park](#)

Western Maryland

- [Greenbriar State Park](#)

Do You Know a Nature Play Space?



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RESOURCES

Benefits

Safety

Community Planning

Nature Play Spaces

Home Page

Children in Nature

Home Page

The Partnership

Assateague State Park



Assateague State Park - Nature Play Space

This nature play area is adjacent to the nature center and dunes that lead to the beach and ocean in Assateague State Park in Worcester County, Maryland. This area is used as an activity area and programming site, and is co-located to an existing structured playground. This site will take advantage of the location near the nature center and playground to invite children to explore the natural side of the dunes, grasses and other nature-based features.

This park typically faces such challenges as ponies that eat vegetation, winds and moving sand and the struggle to keep visitors off of the dunes. Future phases of the nature play area will provide an opportunity for kids to actually play on a created mini sand dune and explore a maze of shore grasses. Currently the nature play area features a stage, mushroom stump jumps, balancing logs, and an butterfly garden that compliments local monarch tagging programs hosted at the Park.

Special Features

The nature play space is being installed in phases. The first phase which included the stage, garden, musical fence, fossil dig and balance logs was constructed and installed by the Maryland Conservation Corps (CJC), a summer jobs program which employs local youth. The crews from this program work in State parks across Maryland learning green job and team building skills and were a natural fit to partner on the installation of this space. The next phase of the site will be installed in fall/winter of 2011/2012.

Mouse Over Photos Below for a Larger View

Stage/ Platform Area



Butterfly Garden

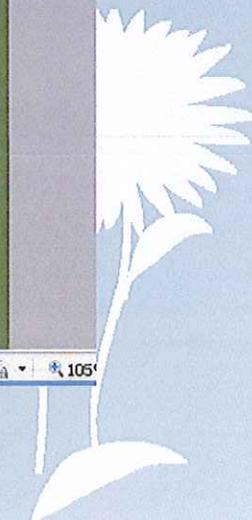


Musical Fence



Also, features not pictured include:

- Mushroom Stump Jump
- Balancing Log



Assateague State Park



☀ Colorful Signage



☀ Stage Double for Nature Programming

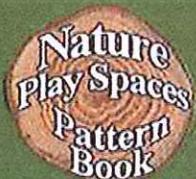
- Located near a conventional playground and near nature center
- Built by Civic Justice Corps
- Friends of Assateague
- Planting Elements- Butterfly Garden
- Climbing Areas
- Sand Dune
- Musical Area, Stage

Assateague State Park

☀ Seating / Climbing Mushrooms

☀ Fun Climbing Elements





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Greenbriar State Park



Greenbriar State Park - Nature Play Space

Located in Greenbriar State Park in Maryland's Frederick and Washington Counties, this nature play area is adjacent to the new "nature shack" which is a meeting area, exhibit area, activity area, and programming site. This site will take advantage of the location near the lake and the nature shack to invite children and visitors to explore a natural area that is physically challenging and engaging. This park typically draws visitors that tend to use the grills and gathering areas, but not explore the natural lands surrounding the area.

The majority of materials for the play space were from the adjacent forest with the exception of the concrete pipe that forms the tunnel. The idea of the play space and all of the work was done in-house by park staff, using the talents of our lifeguards, grounds crew, technicians, and park rangers. From concept to completion the project took five months.

Special Features

Mouse Over Photos Below for a Larger View

Balance Beam Log



Tunnel and Mound



Tree Cookies



Stump Walk



Rain Barrel



Greenbrier State Park



☀ Water feature



☀ Stump Jump

- Located near nature shack
- Designed and installed by Park Staff
- Done in a small space
- Elements added after initial install

Greenbrier State Park



☀ Climbing Mushrooms



☀ Mounded Tunnel

Patapsco State Park



☀ Donated Tree Stumps



☀ CJC at work

- Replace aging playgrounds
- Constructed by Civic Justice Corp
- First Phase installed
- Donated materials from local tree company
- Destination for campers

Patapsco State Park



☀ Bark Path



☀ Boulder Climbing Area



☀ Willow tunnel and stumps

Rocks State Park



☀ Volunteers working on entrance



☀ Private Seating Area

- Used to draw visitors to an underused area
- Miniature spaces represent areas of Park
- Install partners included rock climbing group
- Distinct spaces
- Trail Connection

Rocks State Park

☀ Birds Nest



☀ Prince and Princess Seat

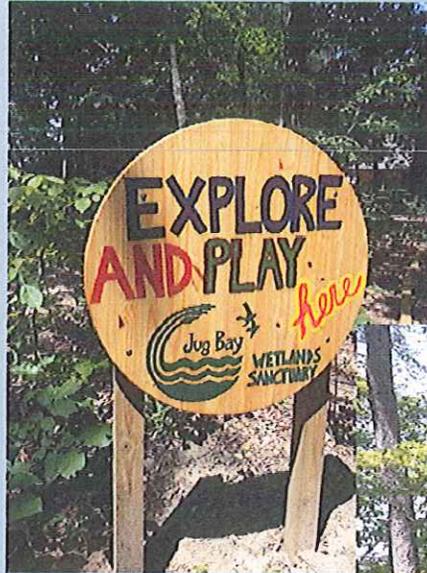


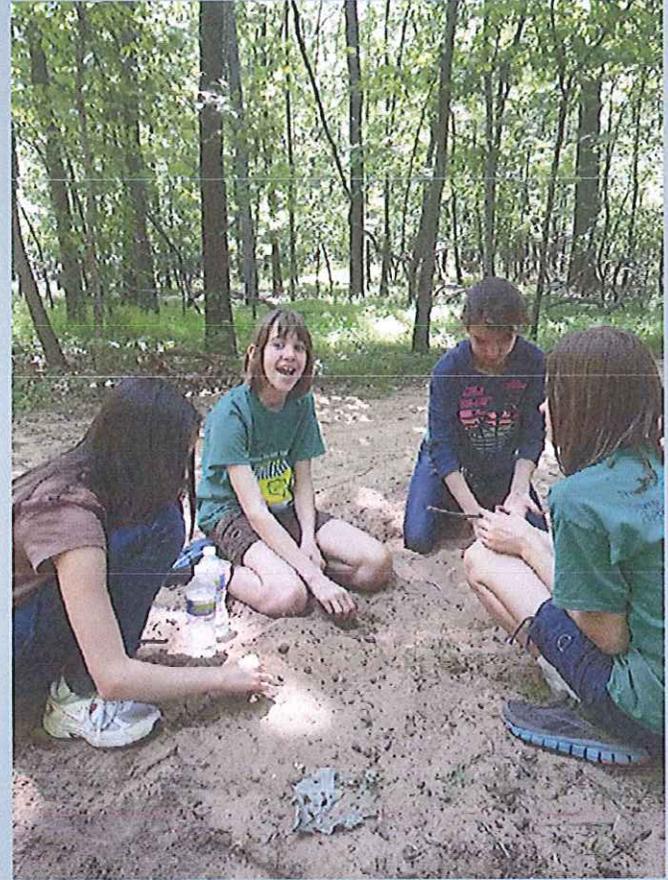
☀ Deer Creek Beach

Irvine Nature Center

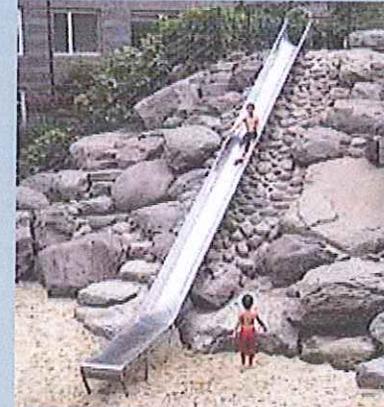


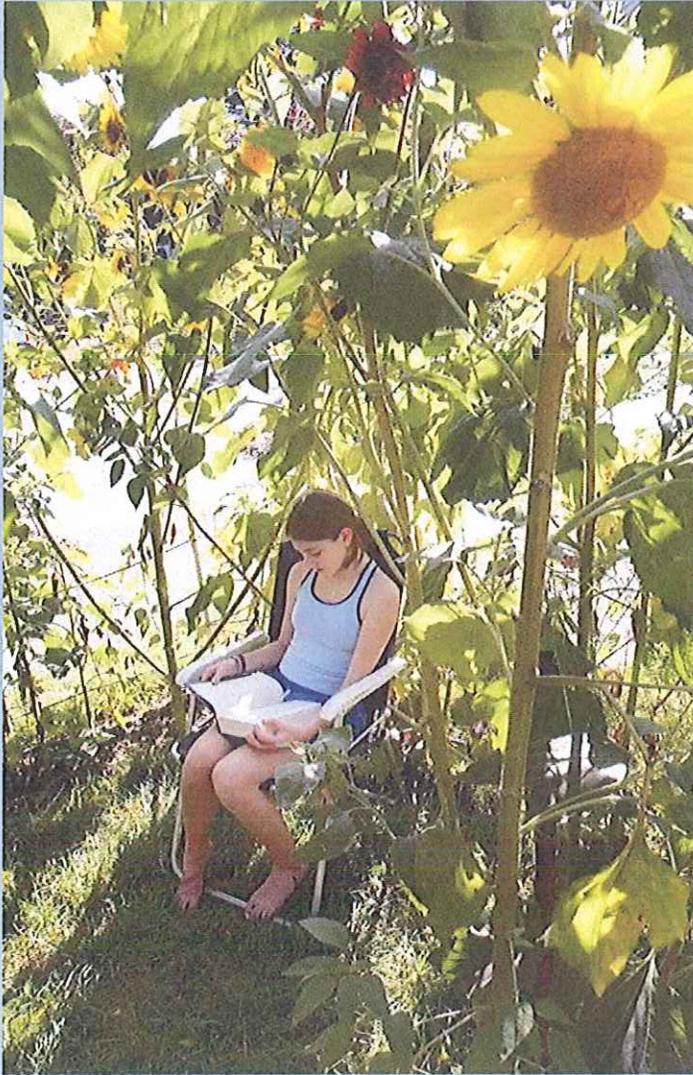
Jug Bay Wetlands Sanctuary





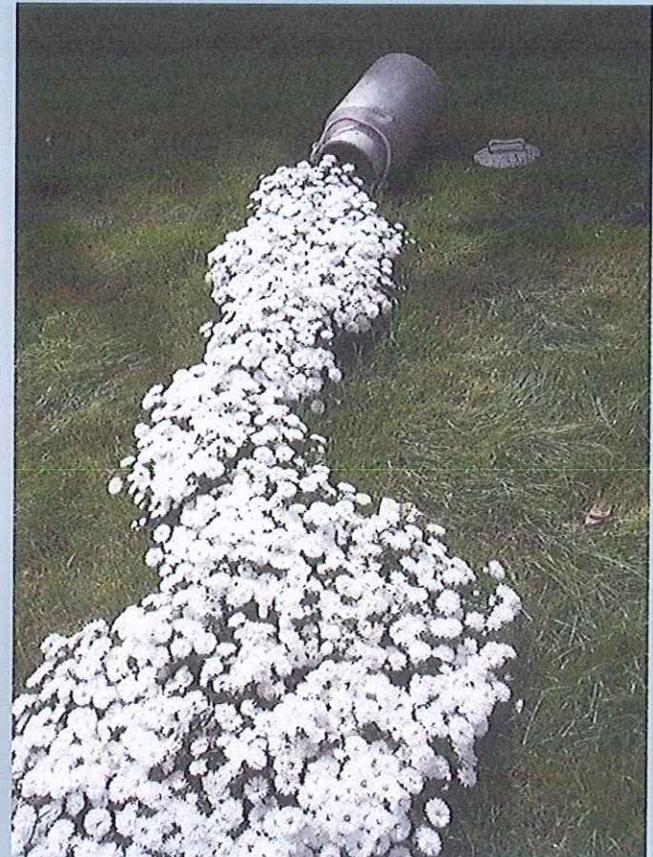
Teardrop Park, NYC

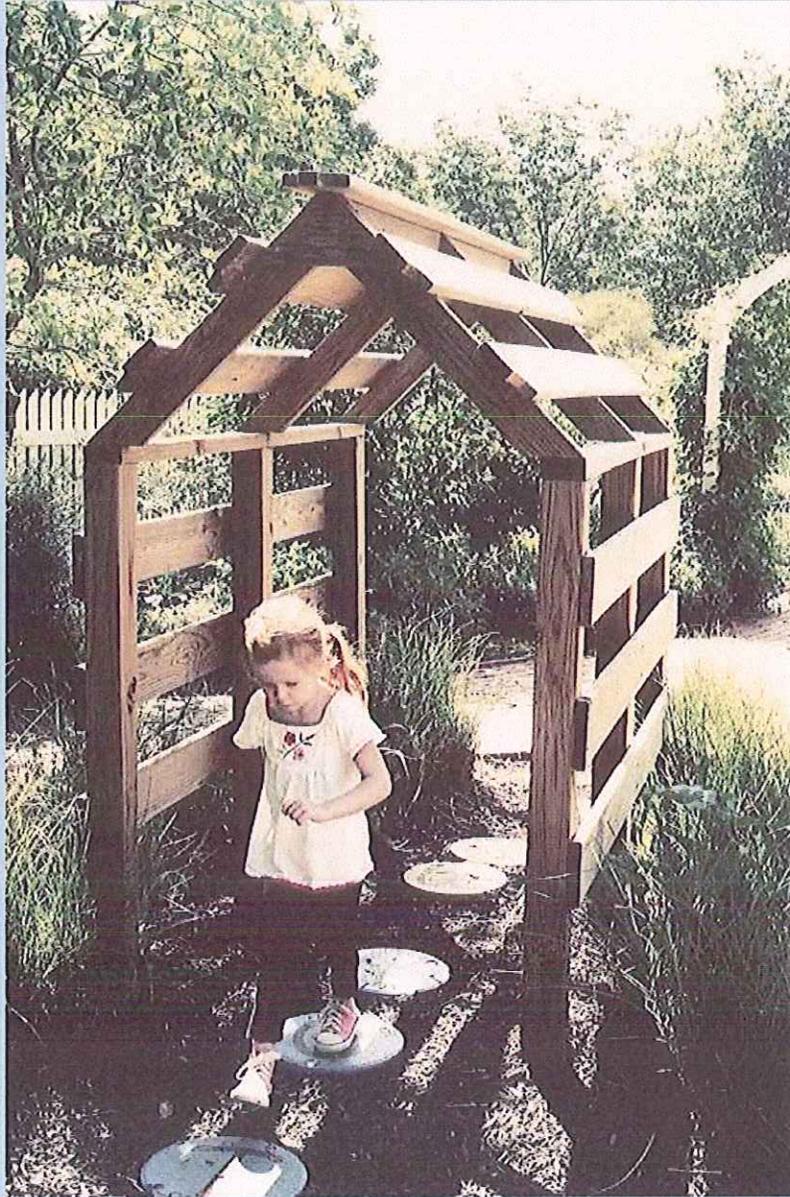




Designing with Plants

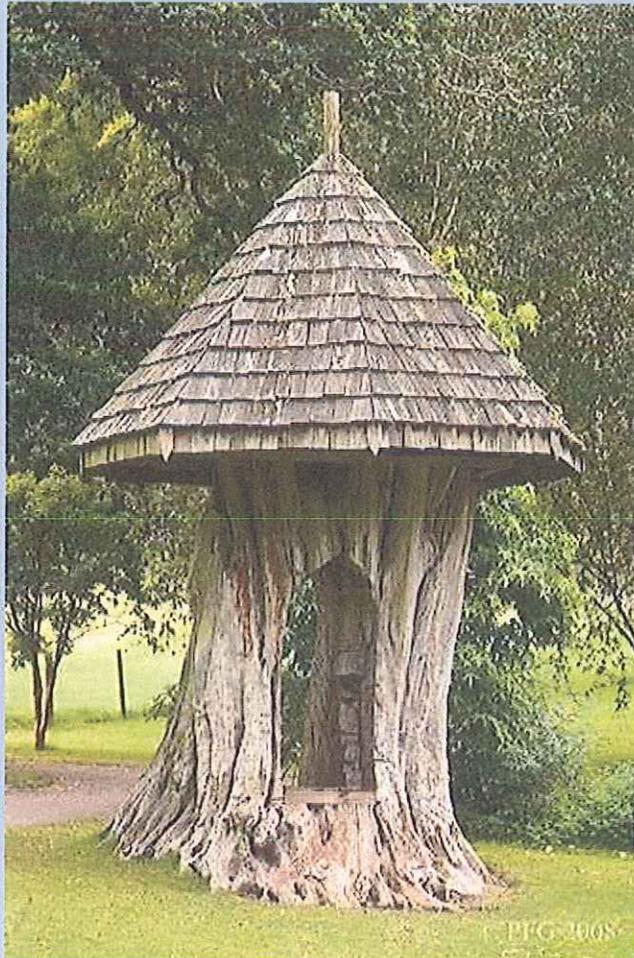
Make it Fun



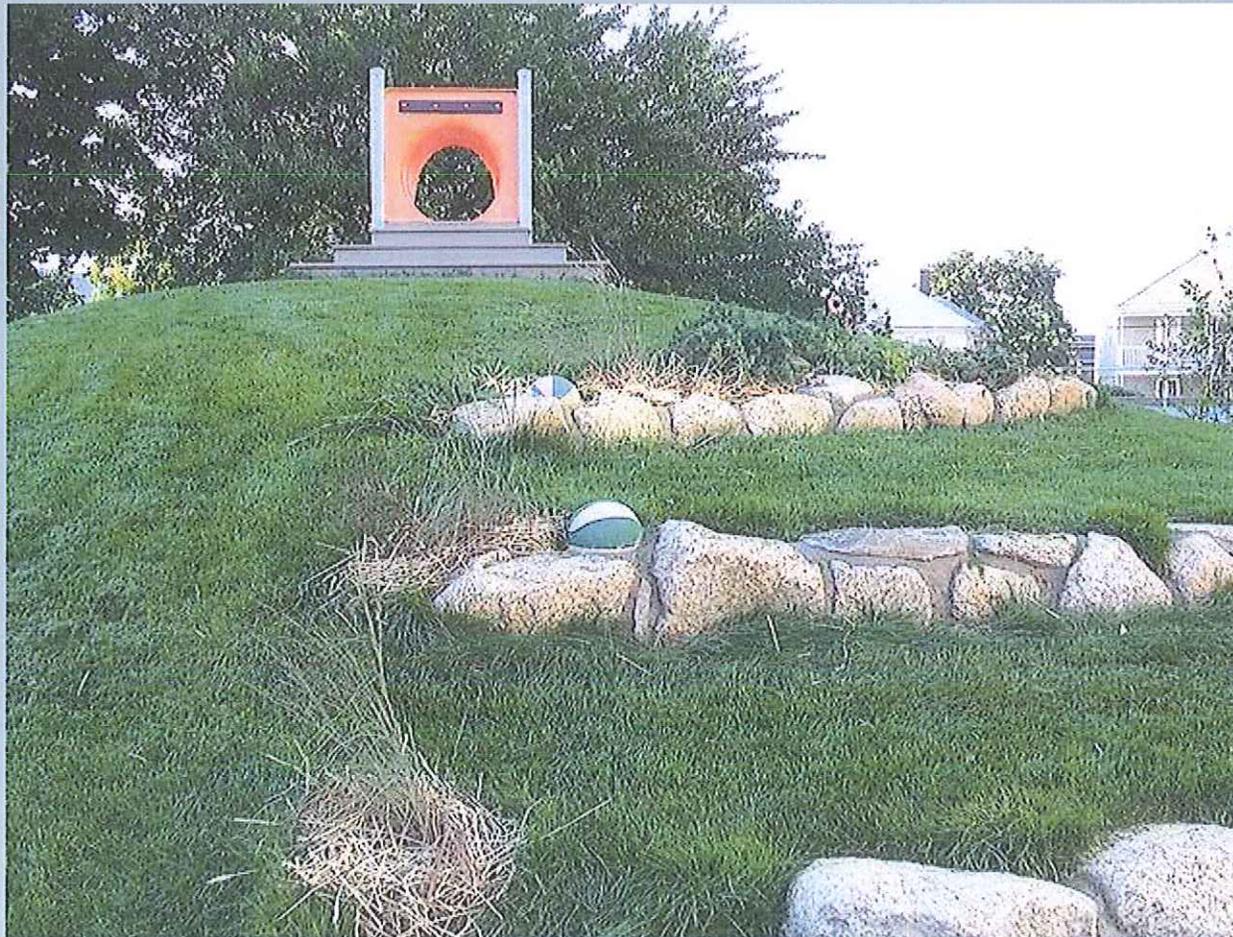


Upcycling at it's
best... Pallets and
Cement Stepping
Stones

Using What you Have



Combining Structured & Natural Elements



Earth Elements: Rocks, Sticks, Sand, and Stone



Simple Installations add Interest



What else is happening?

- ☀ Working with Community Parks and Playgrounds Program
- ☀ Working with Community Groups- Baltimore City and others
- ☀ Looking to partner with health care field and Community Planner/ Builders
- ☀ Public Schools
- ☀ MAEOE



Helpful Resources

- ☀ *Natural Playscapes* by Rusty Keeler
- ☀ *Plants for Play* by Robin C. Moore
- ☀ Planet Earth Playscapes: www.earthplay.net
- ☀ Nature Explore: www.natureexplore.org
- ☀ Community Built Association: www.communitybuilt.org
- ☀ Nature Playspaces Pattern Book:
<http://www.dnr.state.md.us/cin/NPS>

We could never have loved the earth so well if we had had no childhood in it.

George Eliot
Mill on the Floss

