

REQUEST FOR PROPOSALS

No. 2015-024

Architectural, Engineering and Other Related Services

Solicitation Issued: June 26, 2015

Proposal Submissions Due: July 27, 2015 **Time:** 1:00 PM

Submissions Received By: Ron Kaczmarek, Facilities & Capital Projects Division Chief
City of Gaithersburg
Department of Public Works
800 Rabbitt Road
Gaithersburg, Maryland 20878

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SECTION 1: Definitions

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

City Manager: “City Manager” means the City Manager of the City or his or her designee.

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

Contractor: “Contractor” means each Offeror awarded a Contract.

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

Person: “Person” means any individual, or association or entity recognized by law.

Procurement Webpage: “Procurement Webpage” means the webpage on the City’s website dedicated to procurement: <http://www.gaithersburgmd.gov/government/procurement/current-bids>.

Proposal: “Proposal” means the technical proposal, price proposal and any and all documents submitted to the City by an Offeror in response to this Solicitation.

Services: “Services” means the goods and/or services to be provided to the City by the Contractor under the Contract as described in this Solicitation.

Solicitation: “Solicitation” means this Request for Proposals.

Solicitation Schedule: “Solicitation Schedule” refers to the events and dates and times thereof specified in Section 3.1 of this Solicitation.

Solicitation Documents: “Solicitation Documents” mean 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.

Submission Deadline: “Submission Deadline” means the date and time, specified in Section 3.1 of this Solicitation, in which all Proposals shall be submitted to and received by the City.

~ END OF SECTION 1 ~

SECTION 2: Introduction and Notices to Offerors

2.1. INTRODUCTION

The City is seeking sealed Proposals from qualified firms to provide comprehensive architectural and engineering and related services on an as-needed basis. The Services include: (i) consultative and technical guidance; (ii) production of individual project scopes, design documents, construction documents, specifications, project schedules and cost estimates; and (iii) bid award, project management, construction administration, monitoring and testing, clean-up and abatement, policy and regulation development, training and public outreach support, data analysis, permitting and report writing services on an as needed basis.

The City intends to make multiple awards, after which, it reserves the right to use whichever contractor it deems most qualified to perform individual projects as they arise.

2.2. 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.

2.3. AUTHORITY TO DISTRIBUTE SOLICITATION DOCUMENTS

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

2.4. ACCEPTANCE

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

2.5. 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.

2.6. STATE OF MARYLAND BID AND CONTRACT REQUIREMENTS

- A. Offerors 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. To enter into any contract with the City, Offerors must be in compliance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations.

2.7. 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 by phone at 301-258-6320 or by email at wrhodes@gaitthersburgmd.gov.

~ END OF SECTION 2 ~

SECTION 3: Solicitation Schedule and Information

3.1. SOLICITATION SCHEDULE

Below is the schedule of events for this Solicitation. The City reserves the right to modify the Solicitation Schedule at any time as best may serve the interests of the City; any and all modifications shall be made by addendum or amendment and posted on the City's Procurement Webpage.

EVENT	DATE	TIME
A. Solicitation Issued:	June 26, 2015	N/A
B. Pre-Proposal Meeting: <i>See Subsection 3.2 for additional information</i>	July 7, 2015	10:00 AM
C. Offeror Questions Due in Writing: <i>See Subsection 3.3 for additional information</i>	July 14, 2015	12:00 PM
D. City's Answers to Questions Issued: <i>See Subsection 3.4 for additional information</i>	July 20, 2015	N/A
E. Submission Deadline: <i>See Subsection 4.2 for additional information</i>	July 27, 2015	1:00 PM
F. Proposal Evaluation Complete (Estimated):	August 3, 2015	N/A
G. Interviews Conducted (Estimated):	August 10-14, 2015	N/A

3.2. PRE-PROPOSAL MEETING

A. The pre-proposal meeting for this Solicitation ("Pre-Proposal Meeting") will be held at the following location on the date and time specified in the Solicitation Schedule:

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

B. Attendance of the Pre-Proposal Meeting is not mandatory but is strongly encouraged. The purpose of the Pre-Proposal Meeting is to provide a method for all Offerors to become familiar with any and all conditions which may, in any manner, affect the Services to be provided under the Contract.

C. A claim by any Offeror of a lack of knowledge of any such conditions 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 under the Contract.

3.3. SUBMISSION OF OFFEROR QUESTIONS

All questions regarding this Solicitation shall: (i) be submitted by email to Ron Kaczmarek, Facilities & Capital Projects Division Chief, at rkaczmarek@gaitthersburgmd.gov; and (ii) be received by the date and time specified in the Solicitation Schedule. Any and all questions received not in compliance with this paragraph will not be answered unless the City, at its sole discretion, deems that a response to a question is necessary to clarify anything in the Solicitation Documents.

3.4. CITY'S ANSWERS TO OFFEROR QUESTIONS

The City's answers to questions submitted by Offerors will be posted by addendum on the City's Procurement Webpage on the date specified in the Solicitation Schedule.

~ END OF SECTION 3 ~

SECTION 4: Proposal Preparation and Submission Instructions

4.1. PROPOSAL FORMAT AND CONTENT

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 shall be cause for the Proposal to be rejected as non-responsive. All Proposals shall include a separate Technical Proposal (Part A) and a separate Price Proposal (Part B) as follows:

A. Part A: Technical Proposal

The Technical Proposal shall be submitted separate from the Price Proposal and shall include the following information organized into separate sections, as follows:

I. Table of Contents

The Technical Proposal shall include a table of contents that references each of sections therein.

II. Section 1: Executive Summary

This section of the Technical Proposal shall include an executive summary, which clearly summarizes the content of the Technical Proposal only, including:

- Name of your firm;
- Names of any and all subcontractors hired by your firm;
- Short, concise and focused overview that introduces your firm to the reader; and
- A statement that your firm, if awarded the Contract, shall meet all of the insurance requirements contained within this Solicitation.

Maximum of two (2) Pages in Length

III. Section 2: Approach and Work Plan

Describe your recommended approach and work plan regarding the services that you're firm will provide as they relate to the Scope of Services.

This section must address in depth how you plan to meet the general or overall spirit of the City's needs, as well as, discuss the staffing level(s) anticipated by your firm to meet these needs and the relative effort that each staff member will devote to projects. This section should also provide **detailed** information about your firm's mission and philosophies, as well as, its strategies and processes for providing architectural and engineering services and other related services to its customers that add value and distinguishes it from all others.

Maximum of Five (5) Pages in Length

IV. Section 3: Understanding the City's Requirements

This section of the Technical Proposal shall confirm your understanding of this Solicitation and the City's needs, as well as, provide narratives describing your firm's understanding of the required categories, services

tasks, responsibilities, response times, scheduling and deliverables set forth in Sections 8.2 through 8.7 of this Solicitation, as well as how your firm intends to accomplish related tasks and provide solutions to all of the needs identified within those sections identified in this Solicitation. These narratives should also demonstrate your firm's knowledge and understanding of local and regional conditions, as well as, local, state and federal regulations where applicable.

This section should also demonstrate your firm's capability to respond to the City's needs in a timely manner by identifying the proximity of the Offeror's office(s) to the City, as well as, acknowledge and stating conformance to the required response time(s) set forth in Section 8.5, Part A, of this Solicitation.

Lastly, this section should include a definitive statement of intent to comply with all terms and conditions as delineated in this Solicitation

Maximum of Ten (10) Pages in Length

V. Section 4: Firm Qualifications, Experience and Capabilities

Provide a description of your firm and examples of its commitment to the Services set forth in this Solicitation and/or government clients in general, as well as, a statement of qualifications demonstrating a minimum of five (5) years of experience performing similar engineering/design work. Please address the following within this section:

- ↪ Summarize the organization structure, ownership and size of your firm plus its date of organization and current principal place of business.
- ↪ Proof that the Offeror's firm is licensed by and/or registered with the State of Maryland to provide the Services.
- ↪ Provide a list of all other governmental entities for which your firm has previously provided equivalent services.
- ↪ Specifically address your firm's experience with the type of services listed in the categories for which your firm is submitting.
- ↪ Describe in detail your firm's experience with similar projects to include, but not limited to the following as they relate to the services required:
 - A list of five (5) projects completed within the past five (5) years that best illustrate your firm's capabilities as they relate to the required tasks described in Section 8.1 of this Solicitation, including description, scope, project and cost. These projects should also demonstrate local work experience, as well as, knowledge of local regulations and conditions.

- Information on delivery of projects on time and within budget to include design cost (estimated vs. actual), execution time (contract vs. actual), construction cost (estimated vs. actual), as well as, any problems encountered and the solutions devised.

Note: The City reserves the right to contact the customers referenced in these projects to verify/confirm the details provided by your firm.

- ↳ Describe any prior and/or ongoing specific experience or familiarity with the City.
- ↳ Provide any additional information you wish to call to the City's attention with respect to your firm's qualifications.
- ↳ Firm's overall current workload and anticipated workload if awarded a contract for this need to include current production capability.
- ↳ Firm's professional registrations, affiliations and memberships.

The City reserves the right to make such additional investigations as it may deem necessary to establish the competency and financial stability of any firm submitting a Proposal. If, after the investigation, the evidence of competency and financial stability is not satisfactory in the sole opinion of the City, the City reserves the right to reject the Proposal.

Maximum of Five (5) Pages for Overall Description of Firm's Experience and Capabilities plus a Maximum of One (1) Page for each of the Five (5) Specific Project Descriptions.

VI. Section 5: Project Team Qualifications and Experience

This section must include a staffing plan, show in organizational chart format, and the qualifications of the staff that you will assign to this account in the event your firm is selected. At a minimum, this section should include:

- ↳ Name of the designated manager(s)
- ↳ Organization's name (e.g. -managers department, unit, division, etc.), functional discipline, and responsibilities of all staff assigned to the account, as well as, staff size and availability.
- ↳ Complete resumes or descriptions of all assigned managers and key staff including, but not limited to, education, professional experience, certification/licenses, length of time employed by your firm and/or whether or not the team member is a subcontractor. Resumes are also to include any project experience with the City.

- Portfolios for all managers to include projects related to the Categories offered, which are similar in size and scope to the needs of the City.
- Project manager(s) current workload, and anticipated workload if awarded a contract for this need.

Note: The Contractor shall make no diversion or replacement of staff without submission of a resume of the proposed replacement with final approval by the City.

VII. Section 6: Sub-Contractors

List all sub-contracting disciplines needed to provide any and all requirements of this Solicitation and identify all Sub-Contractors and/or other proposed members of the Consultant Team not mentioned to this point, and describe what portions of the requirements they would perform along with their experience, qualifications and capabilities to provide the specified services. All sub-contractors must have at a minimum of five (5) years' experience in the performance of their tasks.

Offerors shall clearly state whether or not they intend to sub-contract any portion of the work herein. The names of all sub-contractors are to be provided. The contractor assumes full liability for the performance of all subcontractors.

The City reserves the right to require Contractor and any subcontractors to also indemnify and hold harmless other federal, state and local governmental entities, and where required at no additional cost. All sub-contractors assigned to this project shall adhere to and deliver required Certificates of Insurance.

In the event an unforeseen need arises to utilize another subcontractor after an award had been made, the Contractor shall notify the City in advance. Any and all subcontractors shall conform to all terms, conditions and specifications of the Contract.

VIII. Section 7: Other Relevant Information

Provide any additional information you wish to call to the City's attention with respect to your firm's qualifications and how it can add value to the Contract.

It is the City's intent that this Solicitation encourages maximum competition. Offerors are requested to identify in their Proposal alternate processes, methodologies industry best practices, or software, which if adopted, would reduce project costs and generate additional savings. Offerors also should identify any aspect of the specifications that contribute unnecessarily to increased project cost.

IX. Section 8: References

Provide a list or describe representative clients currently or recently served focusing on clients similar in size and complexity to the City.

Provide the current name, address, telephone number, contact person, scope of services and/or project description and cost of at least six (6) specific references, preferably those in which the members of your proposed project team provided the same or similar services as requested herein.

- References can be for current, on-going unfinished projects or completed projects not to exceed three (3) years in age.
- One of these references is to be for a completed project not to exceed one year in age.

Additionally, provide the current name, address, telephone number, and contact person on the Reference Form (Attachment A) for additional, related private and/or international sector projects.

X. Section 9: Other Miscellaneous Required Elements

This section of the Technical Proposal shall include the following documents and forms:

- Addendum and Amendment Acknowledgement Form
- Affidavit of Qualification to Propose
- Conflict of Interest Certification
- Certificate of Insurance
- Litigation and Lien Information
- Proposal Submission Certification
- Price Proposal Sheet
- References
- Respondent's Questionnaire

B. Part B: Price Proposal

For evaluation purposes, provide an hourly rate on Attachment A for the applicable, generic representative personnel categories provided below. In addition to the fee schedule (Attachment A), include a listing of all hourly rates inclusive of all profit, fees, travel expenses, costs and other personnel expenditures for each category of employee to be used to provide services.

- **Principal/Associate (Corporate Officer or Partner):** This Principal / Associate (corporate officer or partner) will contribute about 5% of efforts on individual projects.
- **Project Manager:** The Project Manager must have greater than 10 years of experience, be a licensed professional (if applicable to the category for which your firm is proposing), and will contribute about 10% of effort on individual projects.

- **Senior Professional:** A senior professional has greater than 5 years of experience and must possess a professional license in his/her related field (i.e. professional engineer, certified planner, professional land surveyor). Personnel in this category will contribute about 30% of effort on individual project.
- **Junior Professional:** A junior professional has less than 5 years of experience, may or may not be licensed in his/her field, and will contribute about 20% of effort on individual projects.
- **Technician:** This category of personnel includes staff as construction inspector, field technician, plat technician, draftsman, CADD Operator, GIS Specialist. Personnel in this category will contribute about 25% of effort on individual projects.
- **Survey Crews:** Survey crews will contribute about 10% of effort on individual projects, on average.

Note: If you are proposing services under multiple categories of services a separate bid sheet is required for each category of service being offered.

Note: Failure to provide pricing in the format listed within this Section may be grounds for disqualification of a Proposal, as determined by the City.

HOURLY RATES	
Personnel Category	Hourly Rate
Principal/Associate (Corporate Officer or Partner) at 5%	\$
Project Manager at 10%	\$
Senior Professional (> 5 years experience) at 30%	\$
Junior Professional (< 5 years experience) at 20%	\$
Technician at 25%	\$
Survey Crew (2 Man Team) at 10%	\$

Any non-labor costs, which the City agrees cannot be factored into the generic rates above, (e.g. express courier, equipment rental fees, duplication services, etc.) will be required at cost, with no additional mark-up or cost plus fees. The City reserves the right to require firms to attach receipts to invoices.

No additional payment will be made for travel related expenses (e.g. airfare, meals, mileage, lodging, per-diem, etc.), or miscellaneous non-labor costs (e.g. administrative services, data entry, fax transmissions, telephone calls, etc.).

At no time shall costs associated with subcontracting be marked up or provided for cost plus fees, nor shall any subcontractor be required to provide any form of compensation to a Contractor for being selected or recommended for work associated with this Solicitation.

Note: For evaluation purposes the fee formulation/structure must be weighted based upon the generic anticipated percentage of effort reflected

above for each generic job title. Please note that the percentages listed above represent average level of effort provided by each class of personnel on individual projects.

4.2. PROPOSAL PREPARATION AND SUBMISSION

The Offeror shall submit complete sets of its Proposal in a sealed package (hereinafter referred to as "Proposal Package") in accordance with and subject to the following instructions and conditions:

- I. The Proposal Package shall contain the following:
 - One (1) original paper Proposal. All documents and forms shall be completed in their entirety and, when applicable, be notarized and/or signed in ink by an authorized or duly authorized representative of the Offeror.
 - Six (6) identical paper copies of the original Proposal.
 - One (1) identical electronic copy of the original Proposal on a compact disc or flash drive.
- II. The Proposal Package shall have the following information printed clearly on the outside of the Proposal Package:
 - Solicitation Number;
 - Solicitation Title; and
 - Name of the Offeror submitting the Proposal Package
- III. The Proposal Package shall be addressed to Ron Kaczmarek, Facilities & Capital Projects Division Chief, and be submitted at the following location by the Submission Deadline:

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

Any and all Proposals not received by the City by the Submission Deadline and/or that are not submitted at the above location shall be deemed non-responsive.
- IV. 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.
- V. 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.
- VI. No partial Proposals will be accepted or reviewed.
- VII. 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 4 ~

SECTION 5: Evaluation Criteria and Selection Process

5.1. AWARD

Award of the Contract, if any, shall be to the Responsible Offeror(s) whose Proposal(s): (i) fully conforms in all material respects to the requirements of this Solicitation, including all form and substance; and (ii) is, in the sole discretion of the City, the most advantageous to the City, price and other factors considered.

5.2. SELECTION COMMITTEE

The City shall assign a committee comprised of personnel it considers to be stakeholders in the project (hereinafter referred to as "Selection Committee") to: review, evaluate and score all Proposals; conduct interviews, if required; and select and recommend the most qualified Offeror for the Contract award.

5.3. EVALUATION CRITERIA

The Selection Committee will evaluate each Proposal on the following criteria (hereinafter referred to as "Evaluation Criteria"):

- ↳ Approach and Work Plan;
- ↳ Understanding the City's Requirements;
- ↳ Firm Experience and Capabilities;
- ↳ Project Team Qualifications and Experience;
- ↳ References; and
- ↳ Price Proposal.

5.4. SELECTION PROCESS

Below is the anticipated selection process 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. Review for Responsiveness

The Facilities and Capital Project Division Chief shall perform an initial review of each Proposal to determine its responsiveness to the requirements set forth in this Solicitation. Following the initial review, the Facilities and Capital Projects Division Chief shall distribute all responsive Proposals to the Selection Committee to be evaluated and scored. In the event a Proposal is determined to be nonresponsive; it shall and not be distributed to the Selection Committee.

B. Evaluation and Scoring

The Selection Committee will evaluate the Proposals and may also ask questions of a clarifying nature from Offerors as required. The ability to meet the requirements for the Services is the prime consideration factor. The Selection Committee will score each responsive Proposal to determine the responsibility of the respective Offeror to perform the Services and to establish a list of the highest ranking Offerors.

C. Oral Presentations

The Selection Committee may afford those Offeror(s) whose Proposal(s) seem to be the most beneficial to the City an opportunity to make oral presentations in order to clarify their Proposals or clarify specific matters. The City reserves the right to reject any and all Proposals and to accept the Proposal(s) the City considers most advantageous. All Proposals and presentations will become the property of the City.

D. Preliminary Selection

After oral presentations have been conducted, the Selection Committee will select one or more Offerors per category, which, in its opinion, deemed to be fully qualified; best suited among those submitting proposals on the basis of evaluation factors included in this Solicitation to include their additional performance during the oral presentations.

Note: Offerors are discouraged from submitting inflated pricing in their original response in anticipation of price negotiation and the use of a BAFO process. The BAFO process will not be used to negotiate services, deliverables, pricing terms conditions, etc. with individual Offerors. Placing inflating pricing in your original response may produce a low ranking, which prevents your Proposal from reaching the Oral Presentation and Negotiation stage of the evaluation process.

E. Final Selection

The Selection Committee will 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. Once the award has been made to those Offerors, individual projects under the Contract will be negotiated and ordered on an as needed basis.

~ END OF SECTION 5 ~

SECTION 6: General Terms and Conditions

The following terms and conditions shall apply to and survive this Solicitation and be incorporated into the Contract:

6.1. HEADINGS

Any and all of the headings contained in any of the Solicitation Documents are for reference purposes only and shall not in any way affect the meaning or interpretation of any of the same.

6.2. 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.

6.3. 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.

6.4. ADDENDA AND AMENDMENTS

In the event any addenda or amendments are issued to this Solicitation, all the terms and conditions of this Solicitation shall govern and apply unless specifically stated or modified in any such addenda or amendments. Verbal or written statements and/or answers to questions not posted on the City's Procurement Webpage relative to this Solicitation shall not be considered valid or enforceable. It is the responsibility of the Offeror to inquire about and obtain any and all addenda and/or amendments issued, all of which shall be published on the City's Procurement Webpage.

6.5. ALTERNATE PROPOSALS

The Offeror is expected to clearly respond to the requirements set forth in this Solicitation. Any and all alternate Proposals for the Services shall be rejected as non-responsive and be removed from consideration.

6.6. BINDING PROPOSAL

All Proposals shall remain binding for 180 calendar days following the Submission Deadline; 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 and remain binding for an additional 180 calendar day period. Proposals shall automatically be renewed until such time as either an award is made or proper notice is given to the City by an Offeror of its intent to withdraw its Proposal. Proposals may only be withdrawn by written notice to the City at least fifteen (15) calendar days prior to the expiration of the then current 180 calendar day period.

6.7. CONFIDENTIALITY

- A. The City agrees, to the extent permitted by law and in accordance with the terms 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 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 that all knowledge and information it may receive from the City or from its officials, employees or other sources, or by virtue of the performance of Services under and pursuant to the Contract, if awarded the Contract, which are included or referenced in Title 4 of the General Provisions Article of the Annotated Code of Maryland, shall not be directly or indirectly disclosed to any person whatsoever unless authorized to do so by the City Manager. This confidentiality provision shall also apply to any information, activity, or record designated by the City as being “confidential” or “privileged”.

6.8. CONTRACT AWARD

- A. It is the intent of the City to award the Contract to multiple Offerors. If for any reason, through no fault of the City, the Contract is not executed within thirty (30) days’ following formal award, the City may withdraw the award and award to another Offeror, or solicit new Proposals.
- 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.

6.9. ERRORS IN PROPOSALS

Obvious error(s) in calculations in any Proposal may not be corrected without the prior written consent of the City and may be cause for the Proposal to be deemed non-responsive. If an error is made in an extended price, the unit price will govern.

6.10. INTEREST IN MORE THAN ONE PROPOSAL AND COLLUSION

Multiple Proposals submitted in response to this Solicitation by any Offeror under the same or different names shall be rejected as non-responsive. Reasonable grounds for believing that any 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 and disqualify the Offeror from responding to any reissuance of this Solicitation. However, a Person acting only as a subcontractor may be included as a subcontractor for multiple Offerors. The City may reject all Proposals if reasonable cause exists for believing that collusion exists among Offerors.

6.11. LATE PROPOSALS

It is the responsibility of the Offeror to ensure the delivery of its Proposal by the Submission Deadline and to the location specified in Section 4.2 of this Solicitation. Any and all Proposals delivered or submitted late or to any location other than the designated location shall be rejected as non-responsive. The submission of any Proposal by way of facsimile or e-mail is strictly prohibited; any and all Proposals submitted as such shall be rejected as

non-responsive. The City assumes no responsibility for any delays and/or errors in the delivery of a Proposal; postmarking by the Submission Deadline shall not substitute for actual receipt. Any and all Proposals submitted not in compliance with any of the provisions of this paragraph shall be rejected as non-responsive.

6.12. MODIFICATIONS TO PROPOSALS

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

- A. The City shall consider a modified Proposal as an entirely new Proposal and shall replace the original Proposal, which shall be deemed to be withdrawn and null and void.
- B. The modified Proposal shall be subject to all the requirements, specifications 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".

6.13. OPTIONAL GOODS AND/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 to 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.

6.14. 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 the same. If doubt exists as to the meaning and/or intent in or of any of the Solicitation Documents, the Offeror shall make an inquiry as to such meaning and/or intent. 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 under the Contract, if awarded to the Offeror. The submission of a Proposal shall be taken as prima facie evidence of compliance with this provision and that the Offeror fully understands everything in the Solicitation Documents.

6.15. SOLICITATION PROTEST

- A. 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 prior to the Submission Deadline.
- B. Any written protest shall, at a minimum, include: (i) the name, address, telephone number, and if available, email address of the Person making the protest; (ii) the Solicitation number and a detailed statement of the legal and factual grounds for the protest, including a description of resulting harm to the Person making the protest; and (iii) any and all copies of supporting exhibits, evidence and/or documents to substantiate the claim.

6.16. 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, in its sole discretion: (i) to terminate or suspend the Contract without liability to the City, its officials or employees; or (ii) to deduct from the Contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

6.17. ACCOUNTING SYSTEM AND AUDIT

A. The Contractor certifies its accounting system conforms to Generally Accepted Accounting Principles (GAAP) and is sufficient to comply with its budgetary and financial obligations under the Contract. In addition, the Contractor acknowledges and agrees to the following:

I. The Contractor: (i) shall maintain any and all necessary source documentation, accounting records and supporting documentation in such a manner that will provide for a separation between direct and indirect costs; and (ii) shall enforce sufficient internal controls as dictated by GAAP to properly account for expenses incurred under the Contract.

II. The Contractor: (i) shall allow the City to examine and/or obtain copies of the Contractor's records to determine and verify compliance with the terms and conditions of the Contract; (ii) shall grant the City access to such records at all reasonable times during the Contract term and for a period of five (5) years thereafter; and (iii) shall make such records available for examination and/or to obtain copies by any and all Federal, State and/or County authorities if the Contract is supported to any extent with any funds of the same.

B. The Contractor shall include a similar provision in any and all subcontracts.

6.18. 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.

6.19. CHANGES IN GOODS AND/OR SERVICES

The City, without invalidating the Contract, may order changes in the goods and/or Services within the general scope of the Contract, consisting of additions, deletions and/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 provide all of the goods and 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.

6.20. CONTRACT DISPUTES

Any and 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, shall be decided under procedures A-D listed below. Pending final resolution of a dispute, the Contractor shall 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/or 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.

6.21. 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 same without the prior written approval of the City. The Contractor shall include a similar provision in all subcontracts.

6.22. EMPLOYMENT AS INDEPENDENT CONTRACTOR

The City and the Contractor recognize and agree: (i) that the Contractor shall act as an independent Contractor to the City; (ii) that the Contract does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties; (iii) that neither party shall be entitled to participate in any of the other party's benefits, including without limitation, any health or retirement plans; (iv) that the Contractor shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in the Contract; and (v) that the City shall not be liable for any insurance, taxes, or withholding for or on behalf of the Contractor; all such insurance, taxes or withholding, and costs for same, shall be the sole responsibility of the Contractor.

6.23. ETHICS LAWS AND REQUIREMENTS

The Contractor shall comply with the financial disclosure and conflict of interest and lobbying provisions of the City's ethics laws, which may be found on the City's website at: <http://www.gaithersburgmd.gov/government/city-code>.

6.24. FORCE MAJEURE

The City and the Contractor acknowledge and agree that either party hereto will be relieved of its obligations hereunder in the event and to the extent that the performance of its obligations under the Contract is delayed or prevented by any cause beyond its control, including, without limitation, acts of God, public enemies, war, insurrection, acts or orders of governmental authorities, fire, flood, explosion, or riots ("Force Majeure"). Failure to receive necessary materials and supplies will not excuse performance hereunder unless such failure is itself due to an event of Force Majeure. A party obtaining relief under this provision shall make every reasonable effort to minimize the effects thereof and will promptly resume performance as soon as possible.

6.25. 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.

6.26. 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.

6.27. 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 any 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 in the event of any inconsistency.

6.28. 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.

6.29. 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.

6.30. NO LIENS

The Contractor shall have no title or interest in any of the goods delivered to the City under the Contract. In no event shall the Contractor encumber any such goods delivered to the City with any lien of any kind or offer such goods as collateral in any transaction whatsoever.

6.31. NO WAIVER

Except as otherwise specifically provided in the Contract, a waiver by either party to the Contract of any breach of any provision of the Contract, or either party's decision not to invoke or enforce any right under the Contract, shall not be deemed a waiver of any right or subsequent breach, and all provisions of the Contract shall remain in force.

6.32. NON-DISCRIMINATION REQUIREMENTS

- A. The Contractor acknowledges and agrees that during the term of the Contract it shall:
 - I. Not discriminate against any employee or applicant for employment because of gender preference, 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, gender 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, gender 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.

6.33. NONEXCLUSIVE

Nothing in the Contract shall be deemed to act as a bar to the City's solicitation or purchasing of equipment, goods or services from any other company or entity.

6.34. OWNERSHIP OF MATERIALS

Unless otherwise agreed in writing by the City and the Contractor, any work, specifications, information, data, drawings, software and other items produced under the Contract, other than any Contractor Tool, is to be deemed a work-for-hire to the extent permitted by law, and, to the extent not so permitted, shall be assigned to, and shall become, the exclusive property of the City.

6.35. PATENTS

- A. 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 shall secure, prior to 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.
- B. 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.

6.36. 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.

6.37. 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 undisputed proper invoice for the complete rendered Services. 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.
- B. The Contractor shall include similar provisions in all subcontracts.

6.38. SUBCONTRACTORS

The Contractor acknowledges and agrees: that if it shall be necessary to hire or subcontract with competent personnel to fulfill its obligations under the Contract, it shall do so at its own expense; and to ensure that any and all work assigned to any subcontractor shall be performed in compliance with all of the terms and conditions of the Contract. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the City.

6.39. SURVIVAL

The representations, warranties and indemnities contained herein shall survive the termination of the Contract.

6.40. **TERMINATION**

A. Termination for Cause

- I. 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, if the default is not corrected within 15 days' notice to cure. In addition, the Contract may be terminated for the bankruptcy, dissolution, assignment for the benefit of creditors, or other similar action of the Contractor.
- II. 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

- I. 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.
- II. 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 6~

SECTION 7: Special Terms and Conditions

7.1. OFFEROR QUALIFICATIONS

Notwithstanding any of the qualifications specified in any other section of this Solicitation, the Offeror shall meet the following minimum qualifications in order to be eligible to submit a Proposal in response to this Solicitation:

- A. The Offeror shall have a minimum of five (5) years' experience providing services similar to those under this Solicitation.
- B. The Offeror shall be able to fulfill its obligations under the terms and conditions of this Solicitation and the Contract.

7.2. TASK ORDERS AND SCHEDULE REQUIREMENTS

A. Response Times

The City will issue a request for task order proposal (hereinafter referred to as "Task Order") to applicable Contractor(s) when work is required, after which the Contractor(s) shall have three (3) business days to acknowledge the Task Order and submit a task order proposal (hereinafter referred to as "Task Proposal") in accordance with the Task Order. In the event the City issues a Task Order for emergency Services, the Contractor(s) shall have one (1) business day to acknowledge and submit a Task Proposal. The City may schedule a meeting with the Contractor(s) to discuss the scope of work under a respective Task Order, after which the Contractor(s) shall submit a task order proposal (hereinafter referred to as "Task Proposal"), at no cost to the City, to perform the work. As determined by the City and stated in a respective Task Order, Task Proposals shall include: (i) a fixed lump sum or not to exceed amount for the work to be performed, which shall be based on the fixed hourly rates under the respective Contract; (ii) fixed firm or estimated number of hours to perform the work, which shall be itemized by category of service; (iii) a detailed scope of services describing the work to be performed; and (iv) an estimated time for completion of the work.

B. Schedule Requirements

All projects, tasks, etc. are to be completed and products/deliverables submitted with time frames pre-determined, prior to the start of work, using a schedule format that is deemed suitable by the City. At a minimum, individual scopes of services (i.e. -quotes/proposals) are to include a proposed work schedule by task and project timeline, which also includes monthly progress reports on the project's status and an agreed upon completion date.

7.3. ADDITIONAL COMPLIANCE

All Services shall be performed in compliance with industry standards as determined by the City, and all federal, state, and local laws, ordinances and regulations including, but not limited to: EPA, Maryland Department of Environment, State Health Department, MDSHA, FHWA, AASHTO, WSSC and OSHA practices, guidelines, standards, rules and regulations.

It is the intent of the City to purchase good, equipment, and services having the least adverse environmental impact, with the constraints of statutory purchasing requirements, departmental needs, availability, and sound economic considerations. Suggested changes and environmental enhancement for possible consideration and/or inclusion in future like requirements are encouraged.

7.4. ADDITIONAL PROJECTS

The City reserves the right, at its sole discretion, to issue solicitations for similar work and other projects as the need may occur. The City also reserves the right to issue Purchase Orders, and to expand or otherwise modify existing Purchase Orders, to other Contractors based on its sole discretions, in consideration of its knowledge and/or evaluation of each Contractor's qualifications, expertise, capabilities, performance record, current ability to perform, location and/or distance to the project, and any and all other factors as may be pertinent to the particular projects and for the convenience of the City.

7.5. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

Any and all work, designs and/or deliverables provided by the Contractor shall comply with the non-discrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Public Law 101-336, as amended, currently found at 42 U.S.C., § 12101, et seq.

7.6. CONTRACT TERM

The Contract shall become effective on the date it is signed by both parties and shall continue in force until June 30, 2017. Upon the expiry date of the initial term, the Contract shall automatically renew for three (3) successive one (1) year terms unless otherwise terminated in writing by the City or the Contractor at least sixty (60) days prior to the expiry date of the then current term.

7.7. CONTRACTOR PERSONNEL

The Contractor shall utilize personnel listed in their Proposal. Substitution of key personnel shall only be permitted with the prior written permission of the City.

The Contractor shall agree to ensure the continuity of the designated primary Project Manager assigned to perform the service. Contractor represents and warrants that the primary Project Manager is available for the entirety of the program and shall remain available throughout the term of the contract. Contractor represents and warrants that Contractor shall not remove or replace the primary Project Manager and Contractor agrees that Contractor's removal or replacement of the primary Project Manager maybe grounds for termination of the contract. The City recognizes, however, that events beyond the control of Contractor, such as death, physical or mental incapacity, long-term illness, or the termination of employment of the primary Project Manager, may require the Contractor to propose a replacement of another employee of the Contractor. In the event that such a replacement is necessary, Contractor agrees that the replacement person shall have equal or better qualifications at no additional cost to the City.

The Contractor shall ensure the designated Project Manager has the management and technical expertise to perform the required services of the program.

The Contractor shall ensure that the Project Manager and staff are sufficiently skilled and knowledgeable to effectively and efficiently utilize general office and electronic communication technology.

7.8. EQUIPMENT, PROPERTY AND SERVICES PROVIDED BY THE CONTRACTOR

The Contractor shall furnish everything required to perform the Services for the City. The Contractor shall have access to the Internet, established electronic mail, and required equipment necessary to communicate and perform these services with the City, program participants and its customers. This technology shall be available to the Project Manager to communicate with all necessary parties through the term of the Contract. It is expected that the Project Manager utilize technology to communicate while traveling, as well as, administrating the Contract. The Contractor shall have the ability to transmit all documentation required by the City electronically.

7.9. ERRORS, DEFECTS, AND OMISSIONS

The Contractor agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under any subsequent agreement without undue delays and without costs to the City. The acceptance of the work set forth herein by the City shall not relieve the Contractor of the responsibility of subsequent correction of such errors. Work required by the Contractor to produce Addendums to bids, Amendments to agreements and/or Change Orders to purchase orders associated with specifications and/or drawings produced by the Contractor and/or his/her subcontractors shall be provided at no additional cost to the City.

7.10. INSURANCE

- A. The Contractor shall be responsible for obtaining and maintaining in force, at its expense, policies of insurance with minimum limits as follows:
 - I. Commercial General Liability Insurance in an amount no less than Two Million Dollars (\$2,000,000);
 - II. Professional Liability Insurance in an amount no less than two Million Dollars (\$2,000,000); and
 - III. Workers' Compensation Insurance in an amount no less than One Million Dollars (\$1,000,000).
- B. Prior to the execution of the Contract, the Contractor shall provide the City with a certificate of insurance, which: (i) shall evidence the above policies and name the City as additional insured with respect to the Commercial General Liability Insurance only; and (ii) shall contain a provision that requires the Contractor's insurers to provide the City with a written notice of any cancellation or adverse material change in the insurance and that such cancellation or adverse material change shall not be effective with respect to the City for thirty (30) days after such written notice is given.
- C. The Contractor hereby acknowledges and agrees that its failure to provide the City with a certificate of insurance and/or the failure by the City to demand the delivery of said certificate shall not operate or be deemed to operate as a waiver of the insurance and associated endorsements required under this provision, and the Contractor shall hold the City harmless from any liability arising as a result of any such failure(s).

- D. Any and all subcontractors hired by the Contractor to provide any engineering and/or and architecture services under the Contract shall have and maintain in force Professional Liability Insurance in an amount no less than Two Million Dollars (\$2,000,000.00).

7.11. LIQUIDATED DAMAGES

City may incur actual and considerable monetary damages under a Task Order, the actual amounts of which may be uncertain and not readily ascertainable. As such, a Task Order may include provisions for liquidated damages in an amount not to exceed \$500 per day in accordance with the Task Order. This amount shall in no event be considered as a penalty or otherwise than as liquidated damages to the City.

7.12. PAYMENTS

Payments under the Contract shall be in the form of either a lump sum payment upon completion and acceptance, or monthly progress payments, upon completion and acceptance of milestone and/or deliverables, as determined by the City, and following the receipt of undisputed proper invoices for the same, which are issued in accordance Section 6.36 of this Solicitation. In any event, payments shall not exceed any fixed, firm lump sum pricing, reflected on City Purchase Orders, for individual projects, with a valid City Change Order. In the event of any overpayments by the City, the Contractor shall refund the City the full amount of such overpayments within thirty (30) days of a request by the City, or the City at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor

~ END OF SECTION 7 ~

SECTION 8: Scope of Work

8.1. REQUIRED CATEGORIES OF ARCHITECTURAL AND ENGINEERING SERVICES

The City requires architectural and engineering services for the following categories:

A. Architectural (Category A)

Architectural services include but are not limited to:

- Facility requirements and utilization studies
- Feasibility studies for new, renovation, and alteration projects
- Facility studies and audits to determine compliance with various federal, state, and local regulations
- Design services for new construction, alteration, and renovation projects to include project evaluation, planning, handicapped accessibility, and engineering services (civil, structural, MEP, land surveying, etc.) incidental to the project
- Green Design / LEED services
- Construction cost estimating
- Historic preservation services
- Interior design services
- Construction Contract Administration
- Preparation of Record Drawings
- Additional architectural services, as directed

B. Mechanical, Electrical, Plumbing (MEP) Engineering (Category B)

Mechanical, electrical, and plumbing engineering services, as independent projects not included as subcontract work under other groups. Services include, but are not limited to:

- Requirements and utilization studies
- Feasibility studies for new, renovation, and alteration projects.
- Studies and audits to determine compliance with various federal, state, and local regulations
- HVAC system design
- Refrigerant management
- Studies and evaluations of existing systems
- Fire protection engineering
- Construction Cost Estimating
- Construction Contract Administration
- Preparation of Record Drawings
- Additional mechanical, electrical and plumbing services, as directed

C. Energy Management Services (Category C)

Energy Management services, as independent activities not included as subcontract under other groups. Services provided would be for site development feasibility studies and design review as well as audits and evaluations for existing facilities. Services include, but are not limited to evaluations and recommendations on:

- Energy Efficiency Audits (commercial and residential)
- Energy modeling

- New and existing building commissioning services
- EPA Energy Star Portfolio Manager benchmarking services
- Energy code compliance
- Renewable energy technologies (solar photovoltaic, solar thermal, wind)
- Geothermal equipment and design
- Lighting analysis for new and existing buildings
- Fuel source cost evaluations
- Variable speed controls
- EMS control systems
- Green Building materials
- Insulation and thermal materials
- High efficiency HVAC equipment
- Waste heat recovery systems
- Emergency power systems
- Supply management and review
- Construction Cost Estimating
- Construction Contract Administration
- Preparation of Record Drawings
- Additional Energy Management Services, as directed

D. Civil and Site Engineering Services (Category D)

Civil engineering services, as independent projects, not included as subcontract work under other groups. Services include, but are not limited to:

- Land development engineering
- Erosion and sediment control plan design
- Traffic control, striping and signage
- Stormwater management concepts, plans and computations
- Site Studies and requirements determination
- Concept planning and detailed design of grading, sidewalk, bikeways, storm drain and paving, water and sewer service, sediment control, NRI/FSD and FCP, and topographic and construction stake-out surveying to support the above design plans
- Hydrologic and hydraulic studies including TR-55, TR-20, and HEC-RAS
- GIS mapping and services
- Utility coordination, including relocations
- ESD landscaping design
- Phase I and II environmental assessments
- Survey services
- Roadway design
- Construction cost estimating
- Comprehensive master planning support
- Structural services: including design plans; shop drawings; foundations, footing, and roofing plans
- Construction Contract Administration
- Preparation of Record Drawings
- Additional Civil and Site Engineering services, as directed

E. Landscape Architect (Category E)

Landscape architectural services for independent projects, not included as subcontract work under other groups. Services include, but are not limited to:

- Parking lot landscaping, plant materials, and planters
- Review of landscaping plans for microswale SWM practices (ESD)
- Construction observation of SWM facility, including landscaping for Microswale SWM (ESD's)
- Fitness trails and related structures
- Roadway landscaping
- Park bridges
- Tennis and basketball courts
- Park signage
- Irrigation system design
- Natural resource inventory / forest stand delineation (NRI/FSD), and forest conservation plans (FCP)
- Water efficiency landscaping
- Wetlands/bioretention landscaping
- Green roof landscaping
- Construction Cost Estimating
- Construction Contract Administration
- Preparation of Record Drawings
- Additional landscape architect work, as directed

F. Geotechnical Engineering and Construction Support Services (Category I)

Geotechnical Engineering and Construction support services, as independent activities not included as subcontract work under other groups. Services include, but are not limited to:

- Laboratory testing of construction materials for Capital Improvement, renovation, and other projects
- Construction testing and inspection services, soils compaction testing, concrete construction inspection, and structural inspection and certification during construction
- Preliminary soils review and classification, by a Certified Professional Soil Scientist/Classifier
- Review and development of number of borings, location, and depth, before commencing geotechnical investigation
- Detailed soils/site investigations to include borings/test pits, soil classification, stratification, and recommended soil bearing capacity
- Determination of groundwater levels
- Pavement design
- Retaining wall design
- Sheeting and shoring design, review or inspection
- Preparation of reports summarizing findings from investigations, including construction recommendations regarding excavation, cut and fill, and foundation, pavement, and slab design recommendations
- Soil infiltration testing
- Review of geotechnical reports prepared by others and certification of

- acceptance as Geotechnical Engineer of record
- Confined space construction inspections
- Construction Cost Estimating
- Construction Contract Administration
- Preparation of Record Drawings
- Additional geotechnical engineering and construction support services, as directed

G. Surveying Services (Category J)

Surveying services for independent projects, not included as subcontractor work under other groups. Services include, but are not limited to:

- Centerline/baseline stakeout
- Cross section plans: streams, roadways and drainage basins
- Prepare topographic and property line base sheet
- Topographic survey with elevation
- Earthwork computations
- Easement sketch preparation and layout
- Record plat
- Construction stakeout
- Property line / boundary survey
- Utility inverts verification (storm drain, water and sewer)
- Test Pits
- Project Cost Estimating
- Preparation of Record Drawings
- Additional surveying work, as directed

H. Environmental Engineering Services (Category K)

Environmental Engineering Services for independent projects, not included as subcontractor work under other groups. Services include, but are not limited to:

- Chemical, physical and biological monitoring and testing of water, soil and air quality
- Emergency spill response
- Hazardous material clean-up and disposal
- Hazardous product inventory and management support
- Remediation feasibility studies
- Asbestos, lead paint, and contaminated soil and groundwater assessments
- Laboratory or field testing required to determine type and extent of an environmental hazard
- Containment and clean-up of spills or accidental releases
- Preparation of application documents and compliance reports for various permitting and remediation activities
- On-site testing and monitoring during abatement operations
- Phase I and II environmental assessments
- HUD environmental site assessments
- Complaint investigations
- Compliance assessments with various federal, state and local laws and regulations

- Noise measurement, modeling analysis and abatement design
- Produce Project Area Contamination Surveys to include location(s) of potential environmental issues/concern
- Project Cost Estimating
- Project Contract Administration
- Preparation of Record Drawings
- Additional environmental engineering services, as directed

I. Interior Design Services (Category I)

Interior Design Services for independent projects, not included as subcontractor work under other groups. Services include, but are not limited to:

- Functional and aesthetic possibilities of space planning
- Creation of illustrations, drawings and renderings
- Development of documents and specifications relative to interior spaces in compliance with building codes
- Allocation, organizing and arranging of space to suit its function
- Selection and specifying fixtures, furnishings, products, materials and colors
- Designing and managing fabrication of custom furnishing and interior details
- Designing of lighting and specification development
- Project Cost Estimating
- Project Contract Administration

J. Historic Preservation Services (Category I)

Historic Preservation Services for independent projects, not included as subcontractor work under other groups. Services include, but are not limited to:

- Provides guidance on the physical conservation of building materials
- Research and writes statements expressing the historical significance of sites
- Designs and develops architectural conservation plans and work specifications to protect sensitive historic building fabric
- Knowledge in traditional building techniques and contemporary conservation technologies to complete the conservation, repair, or restoration of historic buildings
- Project Contract Administration
- Project Cost Estimating
- Preparation of Record Drawings

K. Owner's Construction Management Representative Services (Category K)

Owner's Construction Management Representative Services for independent projects, not included as subcontractor work under other groups. Services include, but are not limited to:

- Construction Contract Administration
- Construction Contract Coordination
- Construction Contract Controls
- Detailed reporting back to the Owner
- Pre-Construction Services to include: estimation, value engineering
- Construction Services to include: site preparation, managing testing and startup

- procedures, monitoring quality and workmanship, and compliance monitoring
- Post Construction Services to include: close-out documentation coordination, final inspection coordination, and coordination and completion of punch out requirements

8.2. CONTRACTOR RESPONSIBILITIES

A. Required Services

The City requires performance of architectural and engineering services for the tasks listed in Section 8.2 to include, but not be limited to the following:

- Evaluations, investigations, analysis, engineering computations, recommendations, cost and time estimates, testing, reports, studies, designs, preparation of documents (including drawings in an up to date AutoCAD version and data for ArcGIS), bid specifications, bid tabulations, field inspections and investigation.
- Professional involvement throughout all phases of the project including but not limited to development of programs; obtaining necessary permits and authorizations; preparation of reports; periodic progress reports/meetings; processing of project correspondence, shop drawing review, contractor's request for payment, public presentations (staff, elected or appointed officials, and residents) and material and equipment submittals.
- All project correspondence, design/review documents, report, etc. prepared by the Contractor shall be distributed to the City's Project Manager for each task in the format and number of copies as directed by either the Task Order or the Project Phases & Deliverables Manual (Appendix A) within the required timeframe of project completion. The Contractor shall prepare and submit a Project Completion Report with project closeout documents and submit to the City's Project Manager.
- Other types of professional and technical services of a nature consistent with the intent of this Solicitation, as so directed by the City.

B. Potential Required Management Responsibilities

In the event of an award, and for the rates agreed upon, selected Contractors should anticipate being responsible for management responsibilities to include, but not limited to, the following, where applicable:

- Work with citizen committees and City staff to identify key objectives and priority needs to be addressed by potential projects, as well as, generate design alternatives to meet the project objectives, within budgetary guidelines.
- During design phases, attend, participate in, hold, and/or conduct meetings with Project/Citizen Committees, and/or public meetings as per any applicable federal, state and/or local guidelines. Communication with City staff may also apply to various projects. In some cases, the results of various design development phases will be presented to the Mayor and City Council during evening meetings at City Hall.
- Meet with City staff for project kick-off meetings and initial site inspections. Attend neighborhood evening meetings to explain projects to the community, present design alternatives and receive/record comments, as well as, present design with citizen feasibility input incorporated.

- Adhere to project scopes and/or statements of work.
- Notify in writing City Project Manager of design alternatives that have significant changes and/or impact to project scopes/
- Record and submit the typewritten minutes for progress meetings related to various projects.
- Review and document final scope conformances to design elements. Documentation may need to specify if proposed treatment is “NOT” in accordance with various types of standards, and may need to include a section to document the reasons and justifications.
- Report on design elements not conforming to standards and specifications.
- Attend meetings with the City Departments and Committees prior to, as well as, during various phases of design and construction.
- Assist with permitting
- Public outreach support.

C. Potential Required Task Responsibilities

In the event of an award, and for the rates agreed upon, selected Contractors should anticipate being responsible for task responsibilities to include, but not limited to, the following, where applicable:

- Verify project locations, limits and extents.
- Conduct field reviews.
- Perform subsurface utility engineering in general accordance with ASCE 38-02, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data.
- Determine federal, state and local requirements for project development and delivery.
- Provide assistance and/or prepare forms and documents required by law and/or various federal, state and local government entities (e.g. - permits, right-of-way, title searches, environmental, ADA, etc.).
- Prepare design and construction schedules.
- Prepare quantity take-offs and construction cost estimates.
- Provide value engineering services.
- Assist with coordination with all affected federal, state and local governmental and environmental agencies.
- Provide assistance with and/or actually develop and prepare bid specifications, construction documents and other bidding requirements.
- Provide assistance with conduction pre-bid conferences and preparation of addendums, as well as, evaluating bids and conducting reference checks.
- Serve as the Construction Manager or Owner’s Representative on behalf of the City.

8.3. CITY RESPONSIBILITIES

The City will provide the Contractor with general guidance and liaison services to all applicable City agencies. The City will assist the Contractor by providing guidance and background material where available, as well as other related information will be made available for review to the Contractor during the course of applicable projects. The City will provide copies of drawings on file for existing buildings, utilities and other conditions, as available, however the City does not warrant the accuracy of any documents and/or

information. The Contractor is responsible for field verification of all existing conditions (measures, existing layouts, etc.) It shall be the responsibility of the Contractor to coordinate with all utility companies in regard to existing utilities (if any) and their location.

8.4. POTENTIAL REQUIRED PROJECT DELIVERABLES

In the event of an award, and for the rates agreed upon, selected Contractors should anticipate being responsible for deliverables to include, but not limited to, the following, where applicable:

- Designs, drawings, plans, estimates, project reports, specifications, construction documents/sketches, phasing plans and project reviews.
- Details of improvements that can be made to various projects (e.g. –safety, sound, lighting, drainage, environmental, aesthetic improvements, etc.).
- Design alternatives as needs arise, to include an analysis of the various alternatives.
- Budget and construction cost estimates.
- Design exhibits and presentations.
- Outlines and schedules for various, applicable processes, as well as, industry applicable reports.
- Written technical matrices for comparing design plans, specifications, and cost estimates of viable alternatives.
- Drawings containing parcel delineations, right of way, title searches, etc.
- Reproducible construction specifications and comprehensive engineering design drawings suitable for public bidding by a government entity.
- Camera-ready copies of final products.
- Digital formats of reports and/or graphics (e.g. –HTML, Microsoft Word, PDF, etc.).
- Copies of preliminary draft plans for staff review.
- Copies of draft plans for public hearings suitable for public distribution including PDF files for web page placement.
- Color copies of the final reports suitable for public distribution.
- Graphic documents printed or plotted on paper, when completed these documents may also need to be delivered in a CD-ROM/DVD or other various formats.
- Reproducible and unbound copies of written documents printed on paper in various formats. These documents may also need to be digitally stored in various computer formats, and may also need to be provided to the City in a CD-ROM/DVD or other various formats. Documents may also need to be converted into a read-only format (*.pdf), using a commonly used freeware program (e.g.- Adobe Acrobat Reader).

~ END OF SECTION 8 ~

SECTION 9: Attachments and Exhibits

9.1. ATTACHMENTS

The following documents and forms are incorporated herein and attached hereto:

- ↳ Addendum and Amendment Acknowledgement Form
- ↳ Affidavit of Qualification to Propose
- ↳ Conflict of Interest Certification
- ↳ Litigation and Lien Information
- ↳ Proposal Submission Certification
- ↳ Price Proposal Sheet
- ↳ References
- ↳ Respondent's Questionnaire

9.2. APPENDIX

The following appendix are incorporated herein and attached hereto:

- ↳ Appendix A – Department of Public Works: Project Phases & Deliverable Manual

~ END OF SECTION 9 ~

ATTACHMENTS



City of Gaithersburg

Affidavit of Qualification to Propose

Solicitation No. _____

Please complete this form in its entirety and include it with your 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 Offeror, or any other person substantially involved in the Offeror'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 proposals for public or private contracts; (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

Affidavit of Qualification to Propose

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 proposals for public or private contracts.

6. Offeror hereby declares that this Proposal is made without any connection or collusion with any person, entity or corporation making a 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 Proposal is accepted, this Offeror will contract to do, for the price stated in the 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

Conflict of Interest Certification

Solicitation No. _____

Please complete this form in its entirety and include it with your 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 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 your 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

Proposal Submission Certification

Solicitation No. _____

Please complete this form in its entirety and include it with your 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) _____

PROPOSAL SUBMISSION CERTIFICATION

The response to Solicitation No. _____ as submitted includes this Proposal Submission Certification Form and the Affidavit of Qualification to Propose 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

Price Proposal Sheet



Gaithersburg
A CHARACTER COUNTS! CITY

**CITY OF GAITHERSBURG
EXECUTION OF OFFER FORM**

ARCHITECTURAL, ENGINEERING AND OTHER RELATED SERVICES

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH YOUR PROPOSAL

CONTRACTOR AGREES TO PERFORM ALL WORK AS SET FORTH IN THIS REQUEST FOR PROPOSAL AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS AT THE PRICES QUOTED ON THIS FORM.

ITEM DESCRIPTION _____ HOURLY RATE

Generic Pricing Formulation Per Section 4.1 Part B.:

1.	Principal/Associate (Corporate Office or Partner)	at	05%	\$ _____
2.	Project Manager (> 10 Years' Experience)	at	10%	\$ _____
3.	Senior Professional (> 05 Years' Experience)	at	30%	\$ _____
4.	Junior Professional (<u>≤</u> 05 Years' Experience)	at	20%	\$ _____
5.	Technician	at	25%	\$ _____
6.	Survey Crew (2 Man Team)	at	10%	\$ _____
			TOTAL	\$ _____

NOTE: Percentages listed above represent the average level of effort that each title category will contribute on individual projects. For example, on average, senior professionals will contribute about 30% of the overall effort on projects.

NAME OF BIDDER _____

RETURN THIS FORM WITH PROPOSAL

Price Proposal Sheet - CONTINUED)

OVERTIME

Overtime rates and calculations must be provided as an exhibit to Attachment A, otherwise they shall become the responsibility of the Contractor. The City will not reimburse for overtime for Contractor's or Sub-Contractor's FLSA exempt employees.

OPTIONAL MASTER AGREEMENT

All proposers are encouraged to also submit hourly rates for all titles and positions for all services their firm provides, where all materials shall be provided at cost. Please note, this statement makes no commitment to buy additional services, and the City reserves the right to utilize other sources, at any time, during any agreed upon extension for like services.

DELIVERY

Confirm ability to adhere to the response time and schedule requirements contained within Section 5, Sub-Sections a. and b.:

Yes _____ No _____

LIST OF SUBCONTRACTORS OR SUPPLIERS

Identify the names of all Subcontractors/Suppliers who will be providing services under this contract and the type of work being subcontracted.

(A) _____

(B) _____

(C) _____

(D) _____

(E) _____

(F) _____

(G) _____

(H) _____

(I) _____

NAME OF BIDDER _____

RETURN THIS FORM WITH PROPOSAL

Price Proposal Sheet - CONTINUED

EXCEPTIONS

All exceptions taken to the Request for Proposal must be clearly indicated in the space provided below. Unless noted as an exception, the Contractor will be held responsible for providing each component or standard called for.

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

Do you claim an exception to any portion of this Request for Proposal?

EXECUTION

THE OFFEROR IS HEREBY NOTIFIED THAT THIS DOCUMENT SHALL BE SIGNED IN INK IN ORDER FOR THE PROPOSAL TO BE ACCEPTED. BY SIGNING, THE OFFEROR CERTIFIES THAT HE/SHE WILL COMPLY IN EVERY ASPECT WITH THE REQUEST FOR PROPOPAL, ADDENDUMS, and PROPOSAL, ANY AND ALL EMAILS/LETTERS OF CLARIFICATION, BAFO AND CONTRACT.

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

NAME OF BIDDER _____

RETURN THIS FORM WITH PROPOSAL

Price Proposal Sheet- CONTINUED)

IF AN INDIVIDUAL:

NAME: _____

_____ Street and/or P.O. Box

_____ City State Zip Code Fed ID or SSN

_____ (SEAL)

Signature

Date

_____ Print Signature

WITNESS: _____

Signature

_____ Print Signature

IF A PARTNERSHIP:

NAME OF PARTNERSHIP: _____

_____ Street and/or P.O. Box

_____ City State Zip Code Fed ID or SSN

BY: _____ (SEAL)

Signature

Date

_____ Print Signature

TITLE: _____ WITNESS: _____

Signature

_____ Print Signature

NAME OF BIDDER _____

RETURN THIS FORM WITH PROPOSAL

Price Proposal Sheet- CONTINUED

IF A CORPORATION:

NAME OF CORPORATION: _____

Street and/or P.O. Box

City

State

Zip Code

Fed ID or SSN

STATE OF INCORPORATION: _____

BY: _____ (SEAL) _____

Signature

Date

Print Signature

TITLE: _____ WITNESS: _____

Secretary's Signature

Print Signature

REMITTANCE ADDRESS (if different than above)

Street and/or P.O. Box

City

State Zip Code

NOTE: Firms must use their FULL LEGAL name. Generally, a corporation's name must end with a suffix indicating the corporate status of that business (i.e., Inc., Co., Corp., etc.). Individuals or corporations may indicate trade names with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as), respectively. Failure to use your FULL LEGAL name may be cause for rejection of the proposal.

CONTACT FOR ADMINISTRATION

NAME: _____

TELEPHONE: _____

EMAIL: _____

PAYMENT REMITTANCE ADDRESS

NAME OF BIDDER _____

RETURN THIS FORM WITH PROPOSAL

RESPONDENT'S QUESTIONNAIRE

The Respondent recognizes that in selecting a company/agent, The City of Gaithersburg will rely, in part, on the answers provided in response to this Questionnaire. Accordingly, Respondent warrants to the best of its knowledge that all responses are true, correct and complete. The City of Gaithersburg reserves the right to contact each and every reference listed below and shall be free from any liability to respondent for conducting such inquiry.

Company Profile

1. Number of Years in Business: _____
2. Type of Operation: Individual____Partnership____Corporation____Government____
Number of Employees:_____ (companywide)
Number of Employees:_____ (servicing location)

Annual Sales Volume: _____(companywide)
Annual Sales Volume: _____(servicing location)
3. State that you will provide a copy of your company's audited financial statements for the past two (2) years, if requested by the City of Gaithersburg.
4. Provide a financial rating of your company and any documentation (such as a Dunn and Bradstreet Analysis), which indicates the financial stability of your company, if requested by the City of Gaithersburg.
5. Is your company currently for sale or involved in any transaction to expend or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
6. Provide any details of all past or pending litigation or claims filed against your company that would negatively impact your company's performance under an agreement with The City of Gaithersburg.
7. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

NAME OF BIDDER _____

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NAME OF BIDDER _____

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Appendix A

Design Quality Control- Process & Deliverables Manual

Department of Public Works

Design Quality Control- Process & Deliverables Manual

Revision #0: May 20, 2015

MAYOR
Jud Ashman

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SECTION 1: Procedure

1.1. GENERAL

A. General Scope of Work

1. The A/E must provide complete design services including but not limited to all major and minor disciplines such as:
 - a. Architecture
 - b. Structural Engineering
 - c. Mechanical Engineering
 - d. Electrical Engineering
 - e. Plumbing Engineering
 - f. Civil Engineering
 - g. Code Analysis
 - h. Cost Estimating
 - i. Interior Design
 - j. Furniture layout, selection, and specifications (for renovation projects existing furniture analysis)
 - k. Interior and Exterior Signage
 - l. Geotechnical Engineering
 - m. Survey
 - n. Landscape Architecture and Design
 - o. Master Planning & Urban Design
 - p. Fire Protection Engineering
 - q. Life Safety
 - r. Security & Access Control
 - s. Acoustical Engineering
 - t. Lighting & Special Lighting Design
 - u. Audio Visual Design
 - v. Communications
 - w. Information Technology Engineering
 - x. Commissioning
 - y. Energy Engineering
 - z. LEED (Leadership in Energy & Environmental Design)
 - aa. Food Service Design
 - bb. Vertical Transportation
 - cc. Traffic Engineering
 - dd. Equipment
 - ee. Hardware
 - ff. Construction Administration
 - gg. Construction Quality Control
 - hh. and other design and construction services as needed for the design of a complete facility or appurtenance.
2. The end result of any contract with the A/E must be documents that provide a complete and fully functional facility or appurtenance.
3. The A/E team (Architects & Engineers that are selected to design a project) must read and comply with these requirements.
4. City Project Managers will enforce these requirements.
5. These procedures shall be strictly adhered to during all phases of the project.

6. These requirements are not to restrict or limit requirements that are necessary to obtain a building permit or other permits required for the design and construction of buildings in the City of Gaithersburg, Maryland. Design shall conform to all applicable codes, regulations and requirements of the agencies that issue various permits.
7. Upon analysis of all available information and prior to initiation of any design tasks, the A/E shall participate in an orientation meeting and if offered in a quality control training workshop scheduled by the City. The A/E shall have in attendance the individuals who will represent the primary planning, architectural and engineering disciplines on the project and others as may be requested by the City.
8. The A/E must participate and attend in all meetings required during the design and construction with governing regulating agencies and code officials and applicable utilities.
9. Normally a project design starts with clarification of the POR (Program of Requirements), then beginning with the site and working to the building and eventually to all systems of the building must be analyzed and be selected leading to other aspects of the design. In order to make an incremental progress with assured steps, design activities are divided into various phases. In each phase specific goals are achieved and progress is carefully monitored.
10. It is expected that progress meetings be held at least on a monthly basis throughout the project including during the construction phase.
11. Consultants must coordinate and arrange for all necessary design development, work sessions, charrette workshops, fact finding, data collection, and interviews. These meetings are not part of the progress meetings and must be scheduled separately. All related disciplines must attend all such meetings. Participation of various related disciplines is mandatory.
12. All work sessions and design meetings must be held in City offices unless otherwise agreed by the Project Manager.
13. Meetings with the City Manager's Office, Mayor & City Council, and other public bodies should be provided as part of basic services as required.
14. Consultant must coordinate with the City for sub-phase activities and deliverables as indicated in the **Table of Deliverables During the Design Phase** indicated in each Task Order.

~ END OF SECTION 1 ~

SECTION 2: Deliverables / Submittals

2.1. DRAWING REQUIREMENTS

A. Production

1. The outside dimensions of drawings, including schematic design, design development and construction document drawings, shall not exceed 36x48 inches and are preferred to be a maximum of 30x42 inches. Within these dimensions, there shall be a ½-inch border at top, bottom, and right side, and 1.5-inch border at the left side.
2. The title block of each drawing shall conform to the City Standard; an electronic copy will be provided to the A/E.
3. Title sheet lettering shall be simple line or block lettering arranged in accordance with the sample.
4. The name of the architect and each of the consultants shall appear clearly on any title sheet. The seal of registration and signature for engineers and architects shall be in accordance with all applicable state laws and regulations.
5. Drawings shall be clear and legible.
6. Scale of floor plans shall be ¼" = 1'-0" wherever feasible and not less than 1/8" = 1'0".
7. Unless approved in advance by the City, the system of numbering and sequence of drawings for projects shall use discipline identification and a 3 digit drawing identification number (2 digits may be acceptable for small projects). The discipline identification will define the discipline, i.e. Civil=C, Structural=S, and etc. The 3 digit drawing identification number will define the drawing type, variation, and drawing sequence. The first digit of the drawing identification number defines the type of drawing such as, general = 0, composite plan = 1, plans = 2, and etc. The second digit of the drawing identification number defines the variation of the drawing, such as, E201= Electrical first floor lighting plan, E211= Electrical first floor power plan, etc. The third digit of the drawing identification number defines the sequence, such as, E201= Electrical first floor lighting plan, E202= Electrical second floor lighting plan, and etc. For demolition plans, the discipline identification shall have a D added, such as CD= Civil Demolition, AD= Architectural Demolition, and etc.
 - a. General G
 - i. General Information G001
 - ii. Code/Life Safety G101
 - b. Civil C
 - i. General Survey C001
 - ii. Composite Plans C101
 - iii. Site Plans C201
 - iv. Sections C401
 - c. Site L
 - i. General L001
 - ii. Composite Plans L101
 - iii. Site Plans L201
 - iv. Sections L301
 - v. Details L401
 - d. Landscaping LS001
 - i. General LS001
 - ii. Composite Plans LS101
 - iii. Site Plans LS201

iv.	Sections	LS301
v.	Details	LS401
e.	Structural	S
i.	General	S001
ii.	Foundation Plans	S101
iii.	Framing Plans	S201
iv.	Framing Diagrams	S301
v.	Foundation Details	S401
vi.	Super Structure Details	S501
vii.	Detail Schedules	S601
f.	Architectural	A
i.	General	A001
ii.	Composite Plans	A101
iii.	Floor Plans	A201
iv.	RCPs	A301
v.	Enlarged Plans	A401
vi.	Exterior Elevations	A501
vii.	Interior Elevations	A601
viii.	Sections	A701
ix.	Exterior Details	A801
x.	Interior Details	A901
g.	Furniture	F
i.	Follow similar format to Architectural	
h.	Interior Design	ID
i.	Follow similar format to Architectural	
i.	Food Service	FS
i.	Follow similar format to Architectural	
j.	Signage	SG
i.	Follow similar format to Architectural	
k.	Mechanical	M
i.	General	M001
ii.	Composite Plans	M101
iii.	Floor Plans	M201
iv.	Enlarged Plans	M301
v.	Sections	M401
vi.	System Diagrams	M501
vii.	Details	M601
viii.	Control Diagrams	M701
l.	Fire Protection	FP
i.	Follow similar format to Mechanical	
m.	Plumbing	P
i.	Follow similar format to Mechanical	
n.	Electrical	E
i.	Follow similar format to Mechanical	
o.	Security	SU
i.	Follow similar format to Mechanical	
p.	Telecommunication	T
i.	Follow similar format to Mechanical	
q.	Audio Visual	AV
i.	Follow similar format to Mechanical	

8. Each of the consultants, sub-consultants, etc., must include in their working drawings a site drawing identifying work germane to their part of the contract, including appropriate details. The prime consultant must prepare two specific site drawings in addition to all others. One must be the demolition drawing for the site that shows all site features (general construction, mechanical, electrical, utilities, irrigation, lighting, paths, roads, curbs, etc.), that occupy the site with appropriate notations for removal, retention, protection – whatever the disposition may be. The other must be a drawing that shows the finished site including the existing to remain and the new work to be done by all contractors and sub-contractors on the site - even though this may represent some duplication of other drawings. This drawing must specifically identify the precise location and routing for all site features and the relative coordination. Details unique to the installation, which do not affect location coordination, need not be included herein. In order to appreciate the true impact of various installations, all must be shown to true scale (by line thickness or double-line as appropriate).
9. Drawings submitted shall be black line prints on white.
10. Reproducible drawings shall be black line on Mylar (4 mil.).
11. An arrow indicating true North shall be shown on all floor plans (for green design analysis). Sheet North arrow can be used in addition to true north but must be clearly delineated.
12. Pressed lettering is not acceptable. All drawings must be prepared with CADD.
13. Key plans and key sections shall be shown on all sheets
14. Documents shall provide all information required by agencies issuing the permits.
15. All drawings for all phases must have adequate legends, symbols and annotations to fully describe the design and materials on the drawings. Unused legends and icons must not be shown.
 - a. The A/E must provide the number of sets of documents as identified in the **Table of Deliverables During the Design Phases**. Unless otherwise noted in the Task Order or Contract, the following quantities must be delivered:
 - b. Minimum **6** sets of full size drawings
 - i. 2 for Facilities Management
 - ii. 3 for Project Management Team
 - iii. 1 for the user agency
 - c. Minimum **4** sets of half size drawings
 - i. 1 for the file
 - ii. 1 for the user agency
 - iii. 1 for the Project Management Team
 - iv. 1 for the Division Chief
 - d. Minimum **2** sets of small size drawings (8.5x11 for typical scale projects or 11x17 for large scale projects)
 - i. 1 for the file
 - ii. 1 for the Division Chief
16. With each submittal to the City, the A/E must deliver electronic files of the documents in their native file format and Adobe PDF format. Electronic format requirements are specified within this document.

B. Electronic File Format and CADD

1. Format
 - a. Files shall be submitted on DVDs (not on CD-ROMs)
 - b. Consultants and/or A/E acknowledges that all these files may be used by the City for marketing, presentation, project documents, meeting handouts, and all

other needs that the City may have as an Owner. If in the future, there is a need for renovation or repair of a facility, CADD drawings may be used by City employees or consultants for the production of such drawings as background information. The intent is not to design and construct other facilities by duplicating a consultant's design or violating the A/E's copyright.

- c. Consultants are responsible for the accuracy of electronic documents and must verify they match printed submittals specifically, 100% construction documents, permit set, bid set, and record drawings.
- d. Text files shall be in a format compatible with the Microsoft Windows operating system. The compatibility of files created on computers using other operating systems shall be verified prior to delivery.
- e. Files may be provided in either a standard .zip archive file format or a self-extracting .exe. archive file format. Other archiving and/or compression formats are not acceptable.
- f. 2D, 3D, and animated renderings shall be submitted in the following three formats:
 - i. Native file system (format generated by the software)
 - ii. JPG
 - iii. Adobe PDF
 - iv. Renderings shall be produced in high resolution
- g. All drawings, reports, specifications, booklets, and etcetera shall be submitted in the following formats:
 - i. Native file system (format generated by the software)
 - ii. A single PDF file that includes the entire document and matches the printed copy including cover sheet.
 - iii. AutoCAD 2012 .DWG (or current version if approved by the Project Manager)

2. Computer-Aided Design and Drafting (CADD)

- a. Before start of CADD production, A/E shall provide the City with a booklet of CADD standards and procedures that complies with these requirements.
- b. This document describes the standards for CADD. Submittals that deviate from these standards shall be deemed unacceptable and will be returned to the consultant.
- c. All review submittals and record drawings submittals shall be provided in the form of CADD files. The requirement to provide CADD record drawings may be waived by project managers where production of said drawings is impractical and/or inappropriate, such as manufacturers' catalog sheets.
- d. CADD drawings may be created using any software capable of meeting the defined standards, but all submittals shall be provided in .DWG format and shall be compatible with the latest AutoCAD version. Additional CADD software or add-on software packages shall not be employed if their use creates proxy objects or other entities which cannot be fully manipulated using only AutoCAD. Consultants using software other than AutoCAD are responsible for confirming, prior to distribution that all CADD files comply with these standards.
- e. If BIM software is used, the A/E must provide all database related to the project in order to be able to reproduce charts and schedules by using the software. Submission of information in .DWG format is still required.
- f. Record drawings shall not contain layout lines or other extraneous elements. Files shall be purged of unused blocks, layers, line types, fonts, or similar

- elements.
- g. Drawings for projects involving renovations shall differentiate between existing, new, and demolished construction.
 - h. The sheet set title-block shall be coordinated and approved by the City prior to use on drawings.
 - i. All fonts and external reference files that are used in the drawing files shall be included with their respective drawings. Wherever feasible, only standard AutoCAD fonts shall be used; non-standard fonts that cannot be provided without violating software licensing agreements or copyright regulations, shall not be used. Font and external reference addresses shall be relative to a directory on the delivery disk, not to a directory on the consultant's computer.
 - j. All drawings shall be drawn at full scale in the model space. When a drawing contains elements to be plotted on the same sheet but at differing scales, AutoCAD's layout must be used.
 - k. Entity colors shall be defined "by layer", not by the entity.
 - l. Dimensions shall be associative, relating directly to the actual dimensions of CAD entities. The values of dimensions shall not be overridden or edited by hand.
 - m. Site plans, building plans and the plans for specific disciplines shall all have the same origin point, such that drawings can be overlaid exactly. Drawing elements shall all lie in the positive portion of the drawing coordinate system.
 - n. Entities that are supposed to be grouped into one unit shall remain in this form. Text, dimensions, and blocks shall not be exploded, either manually or automatically during a conversion process.
 - o. A documentation file named "readme.tx" that contains important project and associated computer files shall be included with the drawing and project files on the delivery disk(s). At a minimum, this file shall contain the following:
 - i. City's project number and project title
 - ii. Department of Public Works
 - iii. Name of the facility if different from the project name
 - iv. Consultant name, address, and phone number
 - v. Name of City Project Manager and User Departmental contact person
 - vi. Contractor name, address, and phone number
 - vii. Scope of Work / project description
 - p. The file name for each drawing shall match the sheet number as indicated in the final documents.

2.2. SPECIFICATION REQUIREMENTS

A. Format

1. All specifications must be in the latest CSI format.
2. The technical arrangement of the CSI MASTERFORMAT and the Three Part Section Format are explained in detail in the CSI manual.
3. Provide the City with a copy of the specification on DVD in both MS-Word (.DOC) and Adobe PDF (.PDF) format. File names must include the CSI section number and title.
4. Provide an original copy of the Specification for printing on high quality bond paper, not bound.
5. The section numbers and title established at the beginning of the project must conform to the latest CSI system and shall be the same as for section numbers and titles throughout the project.

6. The format of specification documents must be:
 - a. Black on white, clear and legible.
 - b. Letter size (8-1/2 inches x 11 inches) neatly bounded on the left side.
 - c. Double sided and paginated so new sections begin on the right page.
 - d. Have protective cover and back
 - e. Sufficient margins shall be maintained to allow for binding and printing on both sides of each sheet.
 - f. Page number must appear on each page. Page numbers shall be indicated as Page X of X.
 - g. Project name must be on all pages.
 - h. RFP/IFB number if available must be on all pages.
 - i. Data date and phase must be on all sheets.
 - j. All sections must use the same font type, font size and format. Headers and footers must match between sections. Do not include consultant firm names in headers or footers. Footers must contain the section number and title.
7. The cover sheet must include the following information:
 - a. Name of the project
 - b. User Department name
 - c. City Seal
 - d. RFP/IFB number
 - e. City of Gaithersburg, Maryland
 - f. Department of Public Works
 - g. Date of submittal
 - h. Design phase
8. The following general information applies to the development of specifications:
 - a. Describe the extent of the work, the materials and workmanship, and include the work under the proper section. If any portion is covered by another section, these shall be clear and distinct cross-referencing between the sections. Merely to state "by others" is not acceptable.
 - b. Provide for a minimum of three manufacturers of material except as directed by the City. DO NOT USE terms such as "EQUIVALENT" or "OR EQUAL".
 - c. Do not use general clauses intended to be all-inclusive in lieu of complete descriptions.
 - d. Do not duplicate standard requirements that are contained in the contract form.
 - e. Use consistency throughout, the word "will" to designate what the City or the Designer can be expected to do, and the word "shall" what is mandatory for the Contractor to do.
 - f. Use the same term throughout the same subject and the term shall be the same as that used on the drawings.
 - g. Do not use the term "etc."
 - h. Avoid such terms as "to the satisfaction of the Designer", "as directed by the Designer", "as approved", and "as required."
 - i. Specify work in appropriate Sections according to local trade jurisdiction.
 - j. Symbol:

<u>Do not use</u>	<u>Use instead</u>
i. #	Number, no., or pounds
ii. %	Percent
iii. "	Inch or in.
iv. x	by

- v. ‘ Feet or ft.
- vi. + Plus
- vii. - Minus
- viii. o degree
- ix. / per or at

- k. Alternates shall be fully and properly described and cross-referenced in the specifications and drawings.
- l. The A/E must provide as a minimum number of sets of documents as identified in the **Table of Deliverables During the Design Phase**. Unless otherwise noted in the Task Order as the following quantities must be delivered:
 - i. 4 set for the PM team
 - ii. 1 set for the file
 - iii. 1 set for the Facilities Management Staff

2.3. COST ESTIMATING

A. General

1. At the beginning of the project there is usually a 10% design contingency reserved for the project. This contingency is usually not built into the CCAP (Construction Contract Award Price). As the project progresses through the design phases the design contingency can only be counted as construction cost by permission of the Project Manager. This design contingency is not the same as an estimating design contingency.
2. The A/E must identify deduct alternatives for the Project which amount to ten percent (10%) of the Construction Contract Award Price (CCAP). All other above or beyond POR or standards requests by the City must be identified as add alternates.
3. The initial 10% design contingency must be replaced with 10% alternate deducts at the end of the design. Deduct alternates are part of the base bid.
4. Alternates shall be priced separately by the consultant and contractor. They can be accepted as a line item and become part of the construction contract amount.
5. These alternates, if taken, must not affect the project's programs. All alternates shall be denoted on the construction documents and indicated on the cost estimate in detail.
6. Cost estimates must be delivered to the City concurrently with the rest of the deliverables at the end of each design phase. It is not acceptable to deliver the estimate after the submission deadline.
7. The A/E must establish a cost control plan and present it to the City at the middle of the Concept Planning Phase.
8. If the City requests, the design documents shall be provided to the City's independent cost estimator two (2) weeks prior to submittal of all documents to the City.
9. Cost estimator must attend all cost estimating and verification meetings and must reconcile all questions and incorporate all modifications and value engineering items into a revised copy and resubmit for review as soon as possible so that project schedule is not delayed.
10. A/E is responsible for adhering to the CCAP budget. Projects that are estimated above the CCAP shall be revised by the A/E free of charge to the City. It is essential that the A/E should review the CCAP before signing the Task Order contract. A signed contract or Task Order is a commitment on behalf of the A/E that the project can be designed with the CCAP budget and in accordance with all codes and the requirements of this manual.
11. Cost estimates at each phase must contain a market analysis to determine the cost escalation factor to the mid-point of construction. Appropriate back-up data must be

included to substantiate the market analysis.

B. Format

1. The cover sheet must include the following information:
 - a. Name of the project
 - b. User department name
 - c. City Logo
 - d. RFP/IFB number
 - e. City of Gaithersburg, Maryland
 - f. Department of Public Works
 - g. Date of submittal
 - h. Design phase
 - i. Estimator's name
2. Each cost estimate sheet must include the following information in the header or footer of each page:
 - a. "City of Gaithersburg" (header).
 - b. Name and number of the project (header).
 - c. Project phase and date (footer).
 - d. Division and section per CSI format (footer).
 - e. No name of the cost estimator on individual sheets.
 - f. Page number of total –Page X of Y- (footer).
3. Cost estimates data must be presented in the following format:
 - a. The estimate shall reflect the current construction cost.
 - b. All cost estimates shall be in CSI format.
 - c. Each item must show unit labor, unit material, quantity, unit, extended labor, extended material, and total cost.
 - d. Each section must have a grand total.
 - e. Each division must have a grand total.
4. The summary sheet must include the following:
 - a. All information must appear in the header or footer or each sheet as described above.
 - b. Total cost of each CSI division including General Conditions.
 - c. Overhead, Profit, Insurances, and Bonds (OPIB) must be shown independently and after total of division costs and on the summary sheet only.
 - d. Design contingency must be shown after OPIB items.
 - e. Construction cost escalation must be added after the design contingency and on the summary sheet only.
 - f. Total cost of building and site must be separately shown in the summary.
 - g. The estimated number of calendar days required for construction of the project.
 - h. Number of days to mid-point construction from the cost estimate date.
 - i. Cost of building construction per gross square foot of the building.
 - j. Cost of site per square foot of site.
5. Report Format:
 - a. All cost estimates must also be submitted in a format approved by the City for comparison of various cost estimates done in phases. This can be accomplished by using pre-approved Excel forms or software approved or recommend by the City. The purpose of this requirement is that various versions of cost estimates in the separate phases could be compared in detail. Cost estimator through the A/E must provide the following reports:
 - i. Summary of each CSI format showing total cost of each CSI divisions.

- ii. A report that compares cost of divisions in various phases of design.
 - iii. A report that filters and compares the previous cost estimate with the most recent one and showing all items with equal or more than 5% variance.
- b. The A/E must provide a minimum number of sets of documents as identified in the **Table of Deliverables During the Design Phase** at the end of this document. Unless otherwise noted in the task order as an exception the following quantities must be delivered:
- i. 2 sets for the PM Team
 - ii. 1 for the file
 - iii. 1 set for the Division Chief

2.4. **PRESENTATION REQUIREMENTS**

A. Renderings

1. All projects must have renderings to illustrate and delineate the design in the best manner possible.
2. Following are the list of full colored renderings required for all projects:
 - a. A site plan showing the mass of buildings with the roof plan, landscaping, and all major site elements with sun shadows.
 - b. All elevations
 - c. At least one section
 - d. At least one exterior perspective of the entire building, including the main entrance.
 - e. Renderings must be of professional quality.
 - f. 3D animation of the interior and exterior of the building (large projects).
 - g. If renderings are not computer generated, then the A/E must digitally photograph the rendering and submit the digital format (.JPG) as well as printed format.
 - h. In addition to electronic format on DVD, all renderings must also be provided in the printed format for presentation (large size, board size, etc.) as well as 8.5x11 for the record.
 - i. At least one rendering by the choice of the City must be framed for display.

B. Materials Boards & Samples

1. There are many occasions during the design that the A/E team is required to present the project by the use of video projection. These presentations must be done in a slide show format. The most commonly used formats are Adobe PDF, and Microsoft PowerPoint. The A/E must provide an electronic copy as well as printed copies of such presentations to the City prior to such presentation. If not possible the A/E must arrange with the City project manager for immediate submittal of such presentation not later than the day before the presentation.
2. All presentations must be submitted on DVD or Flash Drive and either in .PDF or .PPTX format.

C. Materials Boards & Samples

1. A/E must present all materials selected for review and approval by the City in a format that is portable and presentable to others such as material boards and binders.
2. Heavy building materials such as masonry can be presented in actual size.
3. All interior finishes must be presented on board tagged with where it is used and

primary specifications.

4. Furniture selections must be presented in a binder and include pictures of the furniture, finish samples, and specifications. This binder must be updated at all times and delivered to the City per the **Table of Deliverables During the Design Phase**.

D. Model Requirements

1. Format
 - a. All projects must have a model developed by the A/E.
 - b. Large projects must have a working model and also a final presentation/professional quality model. Working model is for use during the design process. The final model must be delivered to the City with a protective clear case or cover in a scale that is movable.
 - c. Materials for the final model must be durable and withstand time and movement.
 - d. Final model must be photographed by the A/E and a set of prints as well as digital files in .JPG format are to be delivered to the City.
 - e. Final model must be delivered before the final payment for the CD phase.

2.5. DESIGN QUALITY CONTROL (DQC) REQUIREMENTS

A. General

1. The City of Gaithersburg requires a high degree of design and quality control during the design process. In this section, all required deliverables that relate to design quality control are described. A/E must be clear about these requirements and if there are any questions they must be forwarded to the City before the start of the design phase.
2. It is the intent of the City to assist the A/E in providing the City with high quality Construction Documents. Non-coordinated, low quality drawings and specifications are the first contributors to the cost overrun of the projects. The City of Gaithersburg has a specific process in conducting progress meetings and review of drawings.
3. Quality assurance and quality control must be consciously considered throughout all design and construction phases of each project. Completeness and thoroughness of the work at each design phase will be critically reviewed and acceptance delayed until requirements are met.
4. Orientation meeting
 - a. As soon as the Task Order is signed, the City Project Manager will schedule the kickoff meeting. The A/E is to ensure that the responsible DPW Division Chief Agenda for this meeting includes:
 - i. Introduction of the team including the user and other stakeholders as well as DPW staff involved in the project and their roles. A/E Project Manager and all consultants must attend this meeting. The intent is to know those who make decisions as well as those who design the project. Therefore attendance of project managers and project architect/engineers of various disciplines is mandatory.
 - ii. Review the City project management process.
 - iii. Review the project schedule.
 - iv. Review of the project budget and means of cost control including cost estimating for various phases and alternate adds and deducts.
 - v. Establishing progress meetings and who should attend.
 - vi. Review deliverables.
 - vii. Review the design review process.

- viii. Answer any questions that the A/E or user may have.
5. One of the primary roles of the prime consultant is to take charge of overall project coordination. Accordingly, the prime consultant must take responsibility for schedules, costs, sub-consultants, permit submittal, and all aspects of project management; and final contract documents must give clear evidence that such has been the case. The City will require that the prime consultant develop and use a project coordination and plan checking program that includes all disciplines.
 6. The contractual direction to the consultant will come from the either City's Project Manager or responsible Division Chief. The consultant shall confirm any perceived change in project direction or scope with the City's Project Manager prior to proceeding with each new direction. In issues of technical design and submittal approvals, the Project Manager will have primary responsibility. The Project Manager will have the responsibility to assure all issues and concerns raised by the City staff have been satisfactorily resolved. The Project Manager will also be responsible for assuring that all interested parties are involved as needed in the project discussions and reviews.
 7. Sub-consultants must also bear considerable responsibility for design coordination. As facilities become more complex, the work of the sub-consultants generally requires more space. That space must be thoroughly defined and properly incorporated into the building. The space required is not only to house the equipment but also must provide for convenient operation, maintenance and repair over the years to follow. Each consultant is responsible for coordination of documents with all other disciplines with which their work is to be integrated.
 8. The A/E must furnish for review by the City, not later than two (2) weeks after receipt of a Notice to Proceed, its Design Quality Control (DQC) Plan. The plan must identify all items listed in this document and must include sample forms where forms are required.
 9. Submit the name, qualifications (in resume format), and responsibilities of each person assigned DQC function. Staff must include:
 - a. Design Quality Control Manager- the DQC Manager must report directly to the Principal of the firm. DQC Manager cannot be the A/E's Project Manager. The Principal in this context shall mean the individual with responsibility for the overall management of the firm including quality production. The DQC Manager must be a registered architect or engineer, and an experienced design person with a minimum of ten (10) years experience in architectural or engineering design, 5 years of which must be in DQC.
 - b. Supplemental Personnel- the A/E must provide as part of the DQC organization, as a minimum, specialized personnel for the following areas:
 - i. HVAC Engineer- Registered P.E. with minimum ten (10) years experience to provide quality control review, checking and coordination of HVAC system.
 10. At the end of each phase there will be an A/E performance evaluation in which completeness and timeliness of these requirements play an important role.
 11. A/E must complete and submit the design check list that is to be approved by the City.
 12. The City Project Manager will adhere to and enforce these requirements.

B. Design Submittal Tracking Plan

1. A/E must submit a checklist identifying agency, agency contract, submittal format, comments, submittal, follow-up, re-submittal, and final approval dates. A listing of submittals being tracked, including permits, utilities and City review submittal.

C. Scope Tracking System:

1. The A/E must create a system of tracking the scope changes during the design. All deviations from the POR must be recorded and tracked until the end of the design process. The tracking log must include the impact of such change on the other aspects of the project including schedule and cost.

D. Coordination Plan:

1. A checklist or matrix format identifying design elements requiring coordination by phase, consultants responsible for coordination sign-off, coordination issues, check dates, follow-up, and final resolution.

E. Space Calculation Charts

1. The A/E must present to the City a full area calculation and tabulation report at the end of each phase. This report must show the result of calculations in the previous phases as well. Report must be generated in a spread sheet format –Excel- (print copy & electronically) and be organized by operational groups as presented in the POR or agreed by the City. Calculations must be accompanied with a floor plan graphic showing various categories of tabulations in color. The floor plans must be precise and show programmable areas for each space. The list and graphics must be updated at all times. The City can provide examples of such charts if needed.

F. Review Process

1. Progress Review Meeting
 - a. Throughout the design process the A/E team and not just the prime consultant, must attend a bi-weekly meeting to review, coordinate, and monitor the progress of the project. These meetings are for the benefit of the Owner and all stakeholders should attend them. There might be a need for more meetings such as weekly meetings to meet the review process requirements and Design Quality Control. It is imperative that these requirements be met in order to assure timely and thorough review and compliance with the project schedule.
 - b. Design sub-consultants must be included as integral members of the project team in the early stages of design. They must attend all progress meetings. Most often a simple issue has been forgotten to be relayed to subs or simply their absence in the design progress meeting deprives the team from their early reaction to issues and ultimately the project suffers from the lack of integration and coordination. Due to the increasing intensity of technical requirements in buildings of all types, it is mandatory that each technical field be fully represented even in the early stages of design to assure that adequate provisions are included in the design
2. Informal Reviews
 - a. In addition to the formal progress review periods, it is important that many less formal reviews occur. It is imperative that thorough communication and understanding exist between City staff and consultants. This process is to assure that the City's needs are understood, accommodated, and that each project to be designed with maintenance and operation requirements full recognized. These considerations are best dealt with via a series of on-the-board reviews with the consultants to consider design options and make decisions while the design is still flexible. More review and concurrence achieved mid-phase will help minimize the end-of-phase comments.
3. Quality Control Review

- a. National statistics have shown that 80% of document errors and omissions occur in only 20% of the items on a given set of documents and this 20% tend to be repeated with each project. Of these errors and omissions, over 50% are directly related to interdisciplinary coordination issues. The design consultant shall implement a document quality control plan to minimize the impact of poor coordinated documents.
- b. In the case of large size projects (> \$500K), a formal Document Quality Control Review (DQCR) is required by the City to assist the consultant in realizing quality contract documents. This review is not intended to relieve the consultant of their responsibility for producing complete and integrated documents. Based on the multi-discipline team review methodology, the QC Review is a three-step process of 1-check, 2-correct, and 3-re-check. The QC team will use detailed discipline-based checklist, color coded annotation, and narrative comments to identify conflicts, errors, and or omissions from, and between the various elements of the bid documents. The Design Team will respond to all QC checks and comments, resolving interferences and conflicting design while expanding and completing gaps and omissions in the documents. As a final the QC team leader will recheck the corrected documents to verify that corrections were made.
- c. The A/E shall develop a Design Review Checklist for each project to be approved by the City. The City will review, complete and respond to the completeness of this checklist. The City will review all submittals at the end of each phase. A team of professionals will review all documents submitted by the A/E and will provide a set of comments for revision/correction to the documents. The A/E must resolve issues and incorporate requested comments into the documents.
- d. At the end of each phase of the project, the A/E must present the design documents to the City. Reviewers will ask questions to better familiarize themselves with the design.
- e. The City will review contract documents for overall completeness and compliance with the functional program and City standards, due to staffing limitations this not intended to be the comprehensive plan checking/coordination process. The prime contractor shall check the plans and coordination before submission to the City for review. Documents that are incomplete or poorly coordinated will be returned to the consultants until they are deemed ready for review by the City.
- f. Two to three weeks are required for the City to review design submission and prepare a set of consolidated comments to the A/E. The City project manager will be the contact person and transmitter of consolidated City comments.
- g. Consolidated comments shall be forwarded to the A/E for preliminary review.
- h. The A/E is responsible for distribution and coordination of all comments among its various sub-consultants involved in the project.
- i. The A/E must respond in writing to each comment. If a comment is not to be incorporated into the design documents, the A/E must provide a rationale for not incorporating the comment. This response must be provided within one week after the comments are provided to the A/E.
- j. The City project manager, reviewers and the A/E will meet in a comment review session. Comments shall be divided into the following categories:
 - i. **Will Comply:** A/E will comply but can be deferred till the next phase. Written PM approval is needed and should be noted.

- ii. **Incorporate:** A/E will comply and must be incorporated into the documents before notice to proceed for the next phase is issued.
 - iii. **Dismissed:** Written PM approval is required.
 - iv. **Not Feasible:** IF the work is required for some reason cannot be done, the Division Chief of that Section must approval all deviations from the City standards and requirements in writing.
 - k. If revisions are needed, the A/E must present an updated schedule to show that the project will not fall behind the contract master schedule. If the schedule needs to be compressed, it is not acceptable to shorten the City review periods. All deviations from the master schedule must be approved by the respected Division Chief of that section. The A/E must understand that any delay of the master schedule is in conflict with the contract and all requests for extension of time must be approved by the Contract Administrator.
4. Architectural Review Committee
- a. At the end of each phase and before NTP, each respective Division Chief will establish a panel of reviewers called "Architectural Review Committee." This committee will review and approve the design for the following:
 - i. Design Philosophy
 - ii. Building style and appearance
 - iii. Urban design compliance
 - iv. Adherence to the scope, budget, and schedule
 - v. Other issues and factors that may seem relevant to the project
 - b. At the end of the review the Division Chief will complete and issue the Project Evaluation Form.
 - c. Materials for the ARC review are rendered site plan, floor plans, elevations, sections and slideshows, models, summary of the design to budget, schedule and scope variances.
5. Other Reviews
- a. In addition to the document reviews noted above, sustainability review, ADA review, constructability review, commissioning review, Permit review, Mandatory Referral and historical reviews may also be necessary.

G. Minutes of Meetings

- 1. A/E must provide minutes of the meetings not later than 3 calendar days after such meeting to the City. Large projects are required to have the meeting minutes typed electronically during the meeting so they can be verified before the end of the meeting. This will minimize confusion and provide clear direction to all parties.
- 2. Minutes of the meetings should include the following information:
 - a. Name of the project
 - b. Date and time of the meeting
 - c. Name of attendees
 - d. Location of the meeting
 - e. Agenda
 - f. Every subject or issue must be numbered sequentially
 - g. At the following meetings if an issue is resolved it must be grayed out and after 2 meetings it should be deleted from the list.
 - h. A list of actions required for the following meetings including responsible party and time frame and deadline to perform the task.
- 3. City and recipients of the minutes should have 5 calendar days to respond and or correct the minutes.

4. Minutes of the meeting must be distributed to the entire team including the City team.

H. Decision Log

1. Decision Log is a mechanism to record all important and incremental decisions that are made during the design process. Most often there are members of the team that miss a few design progress meetings and later on they may comment or request items that previously decided and approved to be completed in a certain way.
2. A/E must provide decision logs not later than 3 calendar days after such meeting to the City.
3. Decision Log is an independent document from the minutes of the meeting.
4. All decisions made (approved by the City) must be logged sequentially in a table format.
5. All logs must include:
 - a. Title
 - b. Date of the decision made
 - c. Approving party
 - d. Affecting disciplines for coordination
6. City and recipients of the Decision Logs should have 5 calendar days to respond and or correct the log.
7. Decision Logs must be distributed to the entire team including the City team.
8. Decision Logs must be generated during each progress meeting; however, a complete and most updated Decision Log must be submitted by the A/E to the City with each request for payment. Invoices will be rejected if not accompanied with this log.

I. Project Schedule

1. The project schedule is a mechanism to manage the production of the design and ensure that all activities are happening within the required time frame. The City of Gaithersburg requires that all projects have a detailed Critical Path Method project schedule indicating all activities in the Task Order. Project schedule must be in Primavera, Project or other format approved by the City.
2. The initial project schedule must be delivered to the City not later than two (2) weeks after the initial orientation meeting.
3. The project schedule must be updated as soon as a change in the schedule is apparent.
4. A complete and updated Project Schedule must be submitted by the A/E to the City with each request for payment. Invoices will be rejected if not accompanied with a complete and updated schedule.
5. All schedules must also include:
 - a. Name of the project
 - b. Date of data entry
 - c. Print date
 - d. Project phases
6. Schedules must be provided to the City in the following formats:
 - a. A complete color print including all activities, duration, early start, early finish, late finish, dependencies, time bars with the name of activity on the left side and critical path in red color, and dependency links.
 - b. A base line of the original schedule must be kept and an actual bar must be shown for each activity. This way the progress of the project is compared to the original schedule.
 - c. Schedules must include activities for document submissions to the City agencies, state agencies, utilities and other reviewing and permitting entities.

J. Schedule Log

1. Schedule Log is a mechanism to record all important and incremental events and decisions that changes the project schedule during the design process.
2. A/E must provide Schedule Logs not later than 3 calendar days after the change to the City.
3. Schedule Log is an independent document from the Project Schedule.
4. All schedule changes (approved by the City) must be logged sequentially in a table format.
5. All logs must include:
 - a. Title
 - b. Date of the schedule change
 - c. Approving party
 - d. Affecting disciplines for coordination
6. City and recipients of the Schedule Log shall have 5 calendar days to respond and or correct the log.
7. Schedule Log must be distributed to the entire team including the City team.
8. Schedule Log must be generated during the project progress; however, a complete and most updated Schedule Log must be submitted by the A/E to the City with each request for payment. Invoices will be rejected if not accompanied by the log.

K. Design Document Progress Log

1. Design Document Progress Log (DDPL) is a mechanism to record and keep track of progress for all disciplines and all design documents including but not limited to drawings, specifications and any other documents that are submitted at all incremental submissions.
2. A/E must provide the Design Document Progress Log with all incremental design submittals according to "Table of Phases and Deliverables". No progress submittal shall be accepted unless accompanied by the Design Document Progress Log.
3. Design Document Progress Log must include:
 - a. Title, project name and CIP #
 - b. Date of current submission
 - c. Date of last submission
 - d. City PM, A/E Firm and A/E PM name
 - e. Document reference numbers and titles
 - f. Status of documents using action codes as designated in the log.
 - g. Brief summary of what has been changed or updated since the last submission for each document.
4. A/E PM shall review and sign the DDPL in the designated area of the log.
5. Design Document Progress Log must be generated during the project progress however; a complete and updated DDPL must be submitted with each request for payment. Invoices will be rejected if not accompanied by this log.

L. Life Cycle Cost Analysis (LCCA)

1. LCCA is a decision making tool for building owners and designers. The analysis accounts for initial costs associated with constructing or renovating a facility as well as the cost of owning and operating a facility over its useful life. The LCCA report provides a method of evaluating the various systems so a building owner can select the best system for the project. The analysis should be based on the comparison of a minimum of three (3) options or alternatives selected. The three chosen systems must be different from each other, such as a central chiller plant and a heat pump split

system. For example a heat pump split system and an air conditioning split system with gas or electric furnace are essentially the same systems and may not be used for comparison with each other.

2. The LCCA process must be complete, accurate, and timely to benefit the design team and the project's decision makers. It is important to complete this part of the LCCA submittal prior to the beginning of design development stage so that any recommended changes can be easily incorporated into the design.
3. The LCCA must be done by a qualified professional accepted by the project manager.
4. A list of systems and components that require LCCA must be prepared during the Schematic Design phase. Before engaging in the LCCA, the three options must be approved by the project manager.
5. For selection of items that relate to the energy use in a building LCCA must be done using computer modeling and simulation (major mechanical components or systems, envelope, lighting, power, etc.).
6. For selection of other components and elements of design a simple LCCA is sufficient and must include the following:
 - a. Present value of the item
 - b. Life expectancy of the item
 - c. Operational and maintenance cost of the item during its expected life.
 - d. Non-quantifiable qualities such as aesthetics or compatibility must also be mentioned.
 - e. Reason for selection of one over the other options.

M. Construction Cost Change Log

1. Construction Cost Change Log is a mechanism to monitor the design and its conformance to the established construction cost budget.
2. The document includes:
 - a. A list of all items that caused the CCAP (Construction Cost Award Price) to change.
 - b. Cost change for each item.
 - c. A log of all alternate Adds (additions) with their cost, date added and approving party.
 - d. A log of all alternate Deducts with their cost, date and approving party.
 - e. A chart comparing change in the construction cost escalation since the project start date.
 - f. A chart indicating use of design contingency. An incremental reduction of percent allocated must be shown with date and approving party.
 - g. Change in overall cost per square foot since the start of the project.
 - h. Construction Cost Change Log must be generated during the project progress; however, a complete and most updated Construction Cost Change Log must be submitted by the A/E to the City with each request for payment. Invoices will be rejected if not accompanied with this log.

~ END OF SECTION 2 ~

SECTION 3: Project Phases

3.1. **PHASES**

A. General

1. The project is broken down into individual phases to describe significant portions of work and project milestones. The phases are described using stages and submittal requirements. Stages are defined as periods of work within a phase. Each stage has a minimum set of requirements but does not have a specific time period assigned to it. One stage within a phase may be 2 weeks and another stage within a phase may be 6 weeks. Ultimately stage duration will be determined by the amount of effort required to complete that stage. Information listed under each phase/stage is intended to help define the City's minimum requirements for the phase/stage. The A/E must provide all information required, whether listed or not, to complete a fully functional project. Any work that is not listed must be provided in a timely manner so the City can review and comment on the work.

B. Conceptual Planning Phase

1. In this phase, the program of requirements is validated and site and building mass and location is decided.
2. The purpose of the Conceptual Planning Phase is to establish the basic site design concepts, verify and establish the capability of the site to meet the program parameters, and arrive at possible solutions. The A/E's proposed solutions will be reviewed by the City.
3. Unless otherwise specified in the Contract, the A/E must present at least three conceptual design schemes for City review and selection.

C. Schematic Design Phase

1. In this phase, the site is fully analyzed, building systems are selected, and floor layouts are generated. There is some understanding of building and finish materials.
2. Upon written notice to proceed from the City, the A/E shall start the Schematic Design Phase.
3. The purpose of the Schematic Phase is to establish the basic design concepts, develop and implement the program parameters, and arrive at solutions. The designer's solutions will be reviewed by the City. No significant departure from the approved schematic submittal will be allowed unless prior written approval is obtained from the City.
4. The A/E shall interface with all Agencies requiring permits and approvals for the Project during the progress of the design and incorporate comments as required.

D. Design Development Phase

1. In this phase all systems are fully developed, all details are designed and communicated, interior design is finished, furniture layout is prepared and furniture plan is completed, Materials and finishes are selected. There shall be no design decisions left after this phase.
2. Upon written notice to proceed from the City, the A/E shall start the Design Development Phase.
3. The purpose of the Design Development Phase is to select all building systems, present them to the City in a series of progressive meetings, and finalize all design

elements and components of the building. No design decisions, selection of systems, materials and or finishes shall be left for the next phase.

4. Upon City acceptance and approval of the Schematic Design, the building systems and exterior wall locations (building “footprint”) may be changed only as approved in writing by the City.
5. The 100% submittal at the end of the Design Development Phase will be reviewed by the City to ensure compliance with all requirements.
6. The A/E shall interface with all agencies requiring permits and approvals for the Project, to facilitate project progress, and shall incorporate comments as required.
7. As required, the A/E shall assist the City in conducting a public presentation meeting.
8. As required, the A/E shall establish communication with the Historic District Commission (HDC) and Maryland Historic Trust (MHT) through the City project manager and historic planner for the Mandatory Referral process and prepare all required documents to obtain these agencies approval of the project.

E. Construction Document Phase

1. In this phase, the A/E team will develop complete construction documents for the purpose of permitting as well as bidding. There shall be no design decisions left after this phase.
2. Upon written notice to proceed from the City, the A/E shall start the Construction Documents phase.
3. The purpose of the Construction Documents Phase is to produce a complete set of drawings, specifications and other legal documents to be able to successfully obtain building permits, bid the project and engage in the construction of a complete project.
4. The 100% submittal will be reviewed by the City to ensure compliance with all Task Order requirements and to control the quality of design. The City’s review of documents does not substitute for the A/E’s responsibility for coordination and compliance with all requirements.
5. The A/E shall interface with all Agencies requiring permits and approvals for the Project, so as to expedite project progress, and incorporate comments as required.
6. Should the documents submitted not conform to the requirements outlined in this manual, the A/E must revise, correct and complete the documents and reprint at its own expense and with no additional costs to the City as required to obtain the City’s approval.

F. Bidding & Negotiations Phase

1. In this phase, the project bid and the A/E shall elevate the bids and engage in cost control activities including value engineering and cost reduction with the contractor if needed.
2. After receiving written authorization from the City, the A/E shall proceed with the Construction Bidding and Negotiations Phase.
3. The City will conduct bidding, award, and negotiations but the A/E must be available to the City for assistance in performing these tasks.
4. The A/E shall prepare all addenda required during the bid period.
5. Addendum pages, including any drawings, shall be numbered consecutively with total attachments indicated on each page, i.e., page 1 of 8, page 2 of 8, -- page 8 of 8.
6. The A/E shall review requests for substitutions and submit recommendation(s) to City for approval.
7. If requested by the City, the A/E must review and evaluate bids and qualifications of

the bidders.

8. The City may schedule and conduct a Pre-Bid submission conference with prospective bidders to review Project requirements. The A/E team must participate in the conference if it is scheduled to explain and clarify bidding documents. If needed, within three (3) calendar days after the pre-bid conference, the A/E shall deliver to the City any amendment required as a result of the pre-bid conference.
9. Should bids produce prices in excess of the approved CCAP, the A/E shall participate with the City in negotiations, and design revisions, at no additional cost to the City until a bid cost is obtained with the approved CCAP or acceptable to the City. The City will assist in design revision decisions. All redesigns must be approved by the City. The revised documents shall be submitted to all permitting authorities for approval if needed.
10. If the A/E revise the design or conduct re-bidding under its responsibilities set out in the preceding paragraph, its Construction Administration Phase and Post Construction Phase services shall be extended to take design revision/re-bid delays into account at no additional expense to the City.
11. The A/E shall assist the City in preparation of the Contract(s) between the City and Construction Contractor(s) for the City's execution. The A/E will assist the City in coordinating award(s) and Notice(s) to Proceed.

G. Construction Phase

1. In this phase, the A/E will perform construction administration, quality control of construction, and commission.
2. Upon written notice to proceed from the City, the A/E shall start the Construction Administration phase. The Notice to Proceed will coincide with the notice to proceed to the Construction Contractor and the phase will terminate with the completion of all punch list items by the contractor and final payment to the construction contractor.
3. Construction Administration, unless stipulated otherwise by task order, is the responsibility of the prime consultant. This includes responsibility for schedule, cost, conformance to drawings, change orders, specifications, submittals, compliance with codes, tests, quality (workmanship), commissioning, final review and acceptance and warranty.
4. All consultants must take full responsibility for monitoring their portion of the contractor's work and ensure that the completed project meets the program intent.
5. The A/E must review and process all submittals including all shop drawings, catalog submissions, project reports, test reports, maintenance manuals, and other necessary documentation, as well as requests for changes and applications for extensions of time.
6. The A/E must review all Requests For Information (RFI), submittals, shop drawings, substitution requests, invoices and contractors request and respond in a timely manner.
7. The A/E shall review and approve shop drawings, samples, schedules, schedules of values, and other submissions of Construction Contractor(s) within fourteen (14) calendar days from date of receipt. This response time is intentionally less than the General Conditions of the Construction Contract to allow for reviews by the City.
8. The A/E must attend and prepare minutes for all progress meetings including pre-construction meetings. Before or after each progress meeting, the A/E shall review the construction and verify conformance to design intent and schedule.
9. The A/E must use standard AIA forms unless other forms are provided by the City.

10. The A/E must understand the role of A/E and its responsibilities as outlined in the General Conditions of the Construction Contract Between the City and the Construction Contractor.
11. The A/E shall consult with the City and participate in all decisions as to the acceptability of subcontractors and other persons and organizations proposed by the Construction Contractor for various portions of the work.
12. Based on observations at the site and upon the Construction Contractor's applications for payment, the A/E shall determine the amount owed to the Construction Contractor(s) within seven (7) calendar days after receipt of Application from Construction Contractor and shall issue Certificates for Payment to the City in such amounts. The A/E's signing of a Certificate of Payment shall constitute a representation by the A/E to the City, based upon the A/E's observations at the site and the data comprising the Application for Payment that the Work has progressed to the point indicated, that to the best of the A/E's knowledge, information and belief, the quality of Work appears to be in accordance with the Contract Documents and the Construction Contractor is entitled to payment in the amount certified. However, if it should be found that the Construction Contractor has failed to comply with its contract with the City in any way or detail, such failures and subsequent compliance shall be the sole responsibility of said Construction Contractor provided that the A/E has complied with the terms and conditions of the contract.
13. By signing a Certificate for Payment to the City, the A/E shall not be deemed to represent that it has made any examination to ascertain how and for what purpose the Construction Contractor has used the monies paid on account of the Construction Contract Sum. If, in accordance with its duty, the A/E advises the City of nonconforming work, the A/E shall confirm the nonconformance in writing to the City within three (3) calendar days of observation.
14. The A/E must provide change order/cost review services consisting of:
 - a. Preparation, reproduction and distribution of drawings and specifications to describe work to be added, deleted and/or modified.
 - b. Review of proposals from contractor(s) for reasonableness of quantities and costs.
 - c. Review and recommendations relative to changes in time for Substantial Completion.
 - d. If requested by the City, negotiations with contractor(s) on City's behalf relative to costs and/or additional Time proposed to be added, deleted or modified.
 - e. Assisting the City in the preparation of appropriate construction contract modification documents.
 - f. Coordination of communications, approvals, modifications and record-keeping relative to Changes in the Work.
15. The A/E will not issue revised construction documents (i.e. Architect's Supplemental Instructions (ASIs), substitutions, drawing changes, and letters of correction) without prior approval of the City.
16. The A/E shall render to the City, within five (5) calendar days unless otherwise authorized by the City, interpretations of requirements of the Contract Documents. This response time is intentionally less than the General Conditions of the Construction Contract to allow for review by the City. The A/E shall make all interpretations consistent with the intent of and reasonably inferable from the Contract Documents. These interpretations shall be subject to approval by the City.

The A/E's decision in matters relating to artistic effect shall be consistent with the intent of the Contract Documents and concurred with by the City.

17. Should errors, omissions or conflicts in the drawings, specifications or other Contract Documents by the A/E be discovered, the A/E will prepare and submit to the City, within ten (10) calendar days unless otherwise authorized by the City, such amendments or supplementary documents and provide consultation as may be required, for which the A/E shall make no additional charges to the City.
18. The A/E shall not be responsible for construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the Work, and shall not be responsible for the Construction Contractor's failure to carry out the Work in accordance with the Contract Documents.
19. Periodic visits of the A/E shall be not less than bi-weekly to coincide with the construction progress meetings with the Construction Contractor. Each engineering discipline shall make periodic visits not less than once a month during the course of work applicable to its discipline. During critical work phases, each of the disciplines maybe required to make additional visits. On the basis of such on-site observations, the A/E and its consultants shall take the appropriate steps to protect the City against defects and deficiencies in the Work of the Construction Contractor. If the A/E observes any work that does not conform to the Contract Documents, the A/E shall immediately make an oral and preliminary written report of all such observations to the City and Construction Contractor. The A/E and its consultants shall not be required to make exhaustive or fulltime on-site observations to check the quality or quantity of the Work, but shall make as many observations as may be reasonably required to fulfill their obligations to the City.
20. Field Reports must be done as a minimum on a bi-weekly basis. AIA Field Report form (A7111-1972) should be used. The A/E shall render final written field reports relating to the periodic visits and observations of the Project as required to the City within three (3) calendar days of the visit and in a format required by the City.
21. The A/E shall be responsible for assisting the Construction Contractor in obtaining Authority Having Jurisdiction (AHJ) occupancy approval. If any exceptions arise related to the design or specified materials, the A/E will provide their services to correct the situation at no additional cost to the City.
22. The A/E must provide Project Closeout services upon notice from the contractor(s) that the Work, or a designated portion thereof which is acceptable to the City, is substantially complete, in accordance with the Contract Documents, consisting of:
 - a. A detailed inspection with City representative(s) to verify the conformity of the Work to the Contract Documents with generation of a complete punch list of items to be completed or corrected by the contractor(s).
 - b. Determination of the monetary amounts to be withheld until final completion.
 - c. Securing consent of sureties, if any, to reduction in or partial release of retainage or the making of final payment.
 - d. Issuance of Certificate(s) of Substantial Completion
 - e. Issuance of Certificate(s) of Final Completion.
23. When the Construction Contractor states that the Work or portions of the Work are substantially complete, the A/E and its consultants shall inspect the Work or portions of the Work, prepare and submit to the City within three (3) calendar days, typed punchlist of the work of the Construction Contractor(s) which is not in conformance with the Contract Documents. The A/E shall transmit such punch lists to the Construction Contractor(s) and the City. The A/E will inspect and prepare a punch

list on all portions of the Work.

24. The A/E and its consultant(s) shall conduct up to three (3) comprehensive Substantial Completion inspections per construction contract at the request of the City. If more than three (3) Substantial Completion inspections are required for the project through no fault of the A/E, the additional inspections shall be deemed additional services.
25. The A/E shall participate in all required construction completion meetings.
26. The A/E shall review facts and make a recommendation to the City for any claims or disputes arising as a result of this phase.
27. The A/E must review and approve all Operation and Maintenance (O&M) manuals and warranties submitted by the construction contractor(s) and require the construction contractor to provide final and complete O&M manuals to the City prior to substantial completion.
28. As necessary, the A/E shall prepare all the necessary documentation for LEED certification.

H. Post Construction Phase

1. In this phase, the A/E is required to assist the City in warranty period review.
2. Upon written notice to proceed from the City, the A/E shall start the Post Construction Phase. The Notice to Proceed will coincide with the issuance of the substantial completion certificate and the phase shall be completed 365 days after Substantial Completion unless otherwise indicated in the Master Schedule and Critical Contract Completion Period.
3. The A/E and its consultants shall conduct a warranty inspection with the City and using agency of the project nine (9) months after Substantial Completion to identify items that need correction before the construction contractor's one-year warranty period expires. The A/E must provide a list of any items to be corrected based on this inspection.
4. The A/E shall assist the City with any design issues identified during the warranty phase and verify that all equipment and systems are properly installed and functioning in accordance with the design and specifications.
5. The A/E shall conduct inspection(s) upon notice by the contractor(s) that the work is ready for final inspection and acceptance and notify the City and contractor(s) of deficiencies discovered in follow-up inspections, if any. The A/E shall receive and review transmittal of warranties, affidavits, receipts, releases and waivers of lien or bond indemnifying the City against liens and secure consent of surety or sureties, in any, to the making of final payment(s).
6. The A/E and/or its consultants shall observe and review test data of the original operation of any equipment or system such as initial start-up testing, adjusting and balancing to verify that all equipment and systems are properly installed and functioning in accordance with the design and specifications.
7. The A/E and its consultants shall conduct up to three (3) comprehensive Final Completion inspections for the project at the request of the City. If more than three (3) Final Completion inspections are required for the project, through no fault of the A/E, the additional inspections shall be deemed additional services.
8. Upon correction of the deficiency reports (punch lists), and acceptance of all other close-out submittals and certificates of the Construction Contractor, the A/E shall recommend approval of the Application for Final Payment.
9. As required, the A/E will provide a review of the implementation of the Commissioning Plan and assist the City in obtaining a fully functional project that

meets all requirements of the Contract Documents.

10. The A/E shall review facts and make a recommendation to the City for any claims or disputes arising as a result of this phase.
11. The A/E is responsible for integration of the construction contractor's provided as-built drawings into a final Record set in CADD format and two (2) hard copies deliverable to the City. The A/E shall prepare a set of reproducible record drawings which show significant changes in the Work made during the construction process, based on neatly and clearly marked-up contract drawings, prints, and other data furnished by the Construction Contractor(s) and the applicable Amendments, Clarifications, and Change Orders which occurred during the Project. Two (2) sets of full size drawings must be hard copies (one Mylar and one bond); the other set must be in CADD format.

~ END OF SECTION 3 ~

SECTION 4: Appendix

4.1. ATTACHMENTS

The following documents and forms are incorporated herein and attached hereto:

- ↳ Table of Deliverables
- ↳ A/E Services Breakdown Per Phase

~ END OF SECTION 4 ~

TABLE OF DELIVERABLES DURING THE DESIGN PHASE														
DESIGN PHASES														
PHASE	CP		SD		DD					CD				
Overall %	5		15 (5+10)		40 (15+25)					70 (40+30)				
In Phase %	50	100	50	10	20	40	60	80	100	10	30	50	80	100
Stage	CP1	CP2	SD1	SD2	DD1	DD2	DD3	DD4	DD5	CD1	CD2	CD3	CD4	CD5
Progress Delivery (all materials presented to the City)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
QC Review		Y		Y					Y				Y	
Report Booklets		12		12					12				12	4
Space Calculation Charts	Y	Y	Y	Y					Y			Y	Y	
Drawing Sets		12		12	2	2	4	2	12	2	4	4	12	7
LCCA According to LCCA plan or as required by PM	Y	Y	Y	Y	Y	Y	Y	Y	Y					
Specifications & Cut Sheets		CSI-O		CSI-O		CSI-S	CSI-S	CSI-S	CSI-S	CSI-S	CSI-S	CSI-S	CSI-S	CSI-S
		12		12	1	1	1	1	12	1	2	4	12	12
LEED Binder		4		4				4	4			4	6	
Cost Estimate		CSI		CSI					CSI			CSI	CSI	Final Check
Renderings		Y		Y	A/N	A/N	A/N	A/N	Y	A/N	A/N	A/N		
3D Animation		A/N	A/N	Y	A/N	A/N	A/N	A/N	Y	A/N	A/N	A/N	Y	
Slide Show	A/N	Y	A/N	Y	A/N	A/N	A/N	A/N	Y	A/N	A/N	Y	A/N	A/N
Material Boards & Samples		A/N		1	A/N	A/N	1	A/N	1	A/N	A/N	1		
Furniture Binder	2	2		4			4		2			2	2	4
Model				WM					WM			FM		
Electronic Files	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Decision Log	P/M	P/M	P/M	P/M	P/M	P/M	P/M	P/M	P/M	P/M	P/M	P/M	P/M	P/M
Submittal Tracking Plan & Logs	P/M	P/M	P/M	P/M	P/M	P/M	P/M	P/M	P/M	P/M	P/M	P/M	P/M	P/M
Project Schedule (CPM)	P/I	P/I, Y	P/I, Y	P/I, Y	P/I, Y	P/I, Y	P/I, Y	P/I, Y	P/I, Y	P/I, Y	P/I, Y	P/I, Y	P/I, Y	P/I, Y
Schedule / Progress Log	P/I	P/I, Y	P/I, Y	P/I, Y	P/I, Y	P/I, Y	P/I, Y	P/I, Y	P/I, Y	P/I, Y	P/I, Y	P/I, Y	P/I, Y	P/I, Y
Minutes of Meetings	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	P/I
Project Schedule (CPM)	P/I	P/I	P/I	P/I	P/I	P/I	P/I	P/I	P/I	P/I	P/I	P/I	P/I	P/I
Constuction Cost Change Log	P/I	P/I	P/I	P/I	P/I	P/I	P/I	P/I	P/I	P/I	P/I	P/I	P/I	P/I

Legend:

- Y** Yes to be delivered
- A/N** As needed to be delivered
- P/I** Per Invoice- Required for Payment
- P/M** Per meeting
- CSI** Delivered in Construction Specification Institute System
- CSI-O** Delivered in Outline format for all divisions of CSI
- CSI-S** Delivered to include divisions and required sections of CSI
- WM** Working Model
- FM** Final professional model
- LCCA** Life Cycle Cost Analysis

- CP Concept Phase**
 - Stage 1 Program and Data Verification
 - Stage 2 Site and Building Concepts
- SD Schematic Design**
 - Stage 1 Site Design & Building Layout
 - Stage 2 Systems Selection
- DD Design Development**
 - Stage 1 Floors Layout & Site Coordination
 - Stage 2 Systems Coordination
 - Stage 3 Interior Systems & Materials
 - Stage 4 Design Coordination
 - Stage 5 Design Presentation
- CD Construction Documents**
 - Stage 1 Documents Setup
 - Stage 2 Details Setup
 - Stage 3 Integration Coordination
 - Stage 4 Permit Documents
 - Stage 5 Bid Documents

A/E SERVICES BREAKDOWN PER PHASE

PHASE	Design Phases				Bidding & Negotiations	Construction	Post Construction
	CP	SD	DD	CD		Construction Administration	Warranty Inspection
Phase %	5%	10%	25%	30%	5%	20%	5%
Cumulative %	5%	15%	40%	70%	75%	95%	100%