Gaithersburg
A CHARACTER COUNTS! CITY

City of Gaithersburg

31 South Summit Avenue, Gaithersburg, Maryland 20877

REQUEST FOR BIDS

No. 2016-005

VEHICLE BAY DRAIN REPAIRS

Solicitation Issued:	July 23, 2015		
Bid Submissions Due:	April 24, 2015	**Time:**	11:00 AM
Submissions Received By:	Jacob Fayad, Capital Projects Program Manager Department of Public Works 800 Rabbitt Road Gaithersburg, Maryland 20878		

MAYOR
Jud Ashman

COUNCIL MEMBERS
Cathy Drzyzgula
Henry Marraffa, Jr.
Michael Sesma
Neil Harris
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CITY MANAGER
Tony Tomasello

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SECTION 1: Definitions

Bid Proposal: "Bid Proposal" means the technical proposal, price proposal and any and all documents submitted to the City by a Bidder in response to this Solicitation.

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

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 the Bidder awarded the Contract.

Lowest Responsive Bid Proposal: "Lowest Responsive Bid Proposal" means the Bid Proposal accepted by the City, which offers the lowest total price, including alternates if awarded, and that fully conforms in all material respects to the requirements of this Solicitation, all form and substance included.

Person: "Person" means any individual, or association or business recognized by law.

Price Analysis: "Price Analysis" means the examination of the Bid Proposal Price to ensure it is fair and reasonable.

Procurement Webpage: "Procurement Webpage" means the webpage on the City's website dedicated to procurement: http://www.gaithersburgmd.gov/government/procurement/current-bids.

Responsible Bidder: "Responsible Bidder" means a Bidder: who meets all of the minimum qualifications specified in this Solicitation; and who is fully capable to and able to evidence its ability to provide the Services under the Contract.

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

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

Solicitation: "Solicitation" means this Request for Bids.

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

~ END OF SECTION 1 ~

SECTION 2: Introduction and Notices to Bidders

2.1. INTRODUCTION

The City is seeking sealed Bid Proposals for the removal and replacement of concrete trench drains and drain pipes for the vehicle repair shop (hereinafter referred to as "Vehicle Bay") at the City of Gaithersburg Department of Public Works facility, which is located at 800 Rabbitt Road, Gaithersburg, Maryland 20878 (hereinafter referred to as "Facility").

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 Bid 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 Bidder 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 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 Bid Proposal shall constitute acknowledgement and acceptance by the Bidder of the requirements, specifications and terms and conditions specified herein.

2.5. RESTRICTED DISCUSSIONS

Bidders 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 Bid Proposal submitted by any Bidder who is in violation of this provision.

2.6. STATE OF MARYLAND BID AND CONTRACT REQUIREMENTS

A. Bidders 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, Bidders 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@gaithersburgmd.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:	**July 23, 2015**	**N/A**
B. Pre-Bid Proposal Meeting: *See Subsection 3.2 for additional information*	**August 3, 2015**	**11:00 AM**
C. Bidder Questions Due in Writing: *See Subsection 3.3 for additional information*	**August 10, 2015**	**3:00 PM**
D. City's Answers to Questions Issued: *See Subsection 3.4 for additional information*	**August 13, 2015**	**N/A**
E. Submission Deadline: *See Subsection 4.2 for additional information*	**August 24, 2015**	**11:00 AM**

3.2. PRE-BID PROPOSAL MEETING AND SITE VISIT

A. The pre-bid proposal meeting and site visit for this Solicitation ("PBPM") will be 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, MD 20878

B. Attendance of the PBPM is not mandatory but is strongly encouraged. The purpose of the PBPM is to provide a method for all Bidders 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 Bidder of a lack of knowledge of any such conditions shall not be grounds for any additional allowances and/or for any protest by the Bidder. The submission of a Bid Proposal by any Bidder shall be taken as prima facie evidence that the Bidder has familiarized themselves with the nature and extent of the Services to be provided under the Contract.

3.3. SUBMISSION OF BIDDER QUESTIONS

All questions regarding this Solicitation shall: (i) be submitted by email to Jacob Fayad, Capital Projects Program Manager, at jfayad@gaithersburgmd.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 BIDDER QUESTIONS

The City's answers to questions submitted by Bidders 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: Bid Proposal Preparation and Submission Instructions

4.1. BID PROPOSAL PREPARATION

In order to provide each Bidder with an equal opportunity for consideration, adherence to a standardized Bid-Proposal format is required; any Bid Proposal submitted outside of the required format shall be cause for the Bid Proposal to be rejected as non-responsive. All Bid Proposals shall include the following material and be organized as follows:

A. Statement of Qualifications

This section of the Bid Proposal shall include a statement of qualifications ("SOQ")., which shall include the information and be organized as follows:

I. Business Profile: This section of the SOQ relates to the Bidder's business profile and shall include:

- The legal name of the business and, if applicable under this Solicitation, the trade name of the business;
- The type of business (i.e. corporation, limited liability corporation or company, partnership, etc.);
- The state where this business is domiciled (formed);
- The location of the principle office and any and all branch office(s) for the business;
- The nature of the business; and
- The geographical area(s) the business services.

II. Capability and Qualifications: This section of the SOQ shall describe the capabilities and qualifications of, and the resources available to, the Bidder to provide the Services (Not more than two Pages). The Bidder shall have a minimum of five (5) years' experience providing services similar or more in scope and cost to those under this Solicitation.

III. Safety, Professional Development, and Quality Control Programs: This section of the SOQ relates to the Bidder's safety, professional development, and quality control Programs, and shall include and describe (not more than three pages):

- Bidder's training programs, such as management, OSHA and technical training programs.
- Any and all of the Bidder's quality control measures.

IV. Financial Wellness: This section of the SOQ relates to the financial wellness of the business and shall include a letter of recommendation from a financial institution that describes attests to whether the Bidder is financially responsible to provide the Services.

V. References: This section of the SOQ shall include description and references of three (3) similar types of projects in size and scope completed by the Bidder in last five (5) years.

VI. Subcontractors: This section of the SOQ shall include a separate SOQ for any and all subcontractors hired by the Bidder to provide any of the Services under this Solicitation.

VII. Construction Plan: This section of the Bid Proposal shall include a project duration schedule and phase plan, schedule of values, and construction progress reporting methods.

B. Forms and Documents

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

- Addendum and Amendment Acknowledgement Form
- Affidavit of Qualification to Bid
- Bid Proposal Submission Certification
- Conflict of Interest Certification
- Executed Bid Bond
- Litigation and Lien Information

C. Bid Price

This section of the Bid Proposal shall include a completed Bid Proposal Price Sheet, which shall include the following:

- Lump sum bid price;
- Unit rate for 4" Galvanized pipe replacement with 4" PVC under existing conditions;
- Unit rate to removal and replacement one linear foot of trench drain; and
- Unit rate for one steel trench drain grate to match existing.

Note: Bid evaluation will be based on the sum of all prices provided.

4.2. BID PROPOSAL SUBMISSION

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

A. The Bid Proposal Package shall contain the following:

I. One (1) original paper Bid 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 Bidder.

II. Four (4) identical paper copies of the original Bid Proposal.

III. One (1) identical electronic copy of the original Bid Proposal on a compact disc or flash drive.

B. The Bid Proposal Package shall have the following information printed clearly on the outside of the Bid Proposal Package:

- Solicitation Number;
- Solicitation Title; and
- Name of the Bidder submitting the Bid Proposal Package

C. The Bid Proposal Package shall be addressed to Jacob Fayad, Capital Project Program Manager, and be submitted at the following location by the Submission Deadline:

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

Any and all Bid 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.

D. The City shall assume no responsibility for delays or errors in the delivery of any Bid Proposal; postmarking by the Closing Date shall not substitute for actual receipt.

E. The Bidder is strictly prohibited from submitting its Bid Proposal by facsimile or by e-mail. Any and all Bid Proposals submitted as such shall be rejected as non-responsive and be removed from consideration.

F. Partial Bid Proposals will not be accepted or reviewed.

G. Any and all Bid 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: General Terms and Conditions

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

5.1. 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.

5.2. ACCEPTANCE AND REJECTION OF BID PROPOSALS

The City reserves the right: (i) to accept or reject any or all Bid Proposals in whole or in part; (ii) to waive any technicalities or informalities in Bid 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 Bid Proposal of any Bidder in arrears or in default to the City on any contract, debt, or other obligation.

5.3. ACCURATE INFORMATION

The Bidder 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 Bidder's Bid Proposal or to terminate the Contract if awarded to the Bidder. Such rejection or termination shall relieve the City of any direct or consequential damages or costs incurred by the Bidder.

5.4. 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 Bidder 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.

5.5. ALTERNATE BID PROPOSALS

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

5.6. BINDING BID PROPOSAL

All Bid Proposals shall remain binding for 180 calendar days following the Submission Deadline; Bid Proposals may not be withdrawn at any time within this period. In the event an award is not made during such period, all Bid Proposals shall be automatically extended and remain binding for an additional 180 calendar day period. Bid Proposals shall automatically be renewed until such time as either an award is made or proper notice is given to the City by a Bidder of its intent to withdraw its Bid Proposal. Bid 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.

5.7. 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 Bidder in strictest confidence. The Bidder shall specify in writing to the City the information and/or material the Bidder 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 Bidder 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".

5.8. CONTRACT AWARD

A. It is the intent of the City to award the Contract to one (1) Bidder; however, the City reserves the right to award the Contract to multiple Bidders in whole or in part. Award shall be to the Responsible Bidder that submits the Lowest Responsive Bid Proposal. If for any reason, through no fault of the City, the Contract is not executed within thirty (30) days' of formal award, the City may withdraw the award and award to the next Lowest Responsive and Responsible Bidder, or solicit new Bid Proposals.

B. In the event the City receives only one (1) Bid Proposal in response to this Solicitation, the City reserves the right, in its sole discretion, to proceed as a negotiated procurement with the Bidder that submitted the Bid Proposal.

5.9. ERRORS IN BID PROPOSALS

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

5.10. INTEREST IN MORE THAN ONE BID PROPOSAL AND COLLUSION

Multiple Bid Proposals submitted in response to this Solicitation by any Bidder under the same or different names shall be rejected as non-responsive. Reasonable grounds for believing that any Bidder has interest in more than one (1) Bid Proposal for this Solicitation, both as the Bidder and as a subcontractor for another Bidder, shall result in the rejection of all Bid Proposals in which the Bidder has interest and disqualify the Bidder from responding to any reissuance of this Solicitation. However, a Person acting only as a subcontractor may be included as a subcontractor for multiple Bidders. The City may reject all Bid Proposals if reasonable cause exists for believing that collusion exists among Bidders.

5.11. LATE BID PROPOSALS

It is the responsibility of the Bidder to ensure the delivery of its Bid Proposal by the Submission Deadline and to the location specified in Section 3.1 (Event E) of this Solicitation. Any and all Bid Proposals delivered or submitted late or to any location other than the designated location shall be rejected as non-responsive. The submission of any Bid Proposal by way of facsimile or e-mail is strictly prohibited; any and all Bid 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 Bid Proposal; postmarking by the Submission Deadline shall not substitute for actual receipt. Any and all Bid Proposals submitted not in compliance with any of the provisions of this paragraph shall be rejected as non-responsive.

5.12. MODIFICATIONS TO BID PROPOSALS

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

A. The City shall consider a modified Bid Proposal as an entirely new Bid Proposal and shall replace the original Bid Proposal, which shall be deemed to be withdrawn and null and void.

B. The modified Bid 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 Bid Proposal herein, the modified Bid Proposal shall clearly be labeled "Modified Bid Proposal".

5.13. 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 Bidder or with another Bidder, 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 Bidder unless otherwise stated.

5.14. SOLICITATION DOCUMENTS

The Bidder 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 Bidder shall make an inquiry as to such meaning and/or intent. The failure of the Bidder to examine and become familiar with any and all of the Solicitation Documents shall in no way relieve the Bidder of its obligations under the Contract, if awarded to the Bidder. The submission of a Bid Proposal shall be taken as prima facie evidence of compliance with this provision and that the Bidder fully understands everything in the Solicitation Documents.

5.15. 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.

5.16. <u>USE OF BROKER</u>

The Bidder 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 Bidder 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.

5.17. <u>ACCOUNTING SYSTEM AND AUDIT</u>

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.

5.18. <u>ASSIGNMENT OF THE CONTRACT</u>

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.

5.19. 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.

5.20. 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.

5.21. 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.

5.22. 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.

5.23. 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.

5.24. 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.

5.25. 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.

5.26. 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.

5.27. 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.

5.28. 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.

5.29. 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.

5.30. NO LIENS

The Contractor shall have no title or interest in any of the goods delivered to the City under this 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.

5.31. 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.

5.32. 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.

5.33. <u>NONEXCLUSIVE</u>

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.

5.34. <u>OWNERSHIP OF MATERIALS</u>

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.

5.35. <u>PATENTS</u>

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.

5.36. <u>PAYMENT TERMS, TAXES AND INVOICES</u>

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.

State of Maryland Comptroller of the Treasury
Sales and Use Tax Exemption Certificate

Account Number
30042445

Expiration Date
Governmental
No Expiration Date

Name
CITY OF GAITHERSBURG
31 S SUMMIT AVENUE
GAITHERSBURG, MD 20877

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.

5.37. 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.

5.38. 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.

5.39. SURVIVAL

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

5.40. TERMINATION

A. Termination for Cause

If through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under the Contract, or if the Contractor violates any of the provisions of the Contract, the City may upon written notice to the Contractor, terminate the right of the Contractor to proceed under the Contract or with such part or parts of the Contract to which there has been default, and may hold the Contractor liable for any damages caused the City by reason of such default and termination, if the default is not corrected within 15 days' notice to cure. In the event of such termination, any completed Services performed by the Contractor under the Contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not thereby be relieved of liability to the City for damages sustained by the City by reason of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due the City from the Contractor is determined. The Contractor shall not be responsible for damages under this article solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the City from terminating the Contract for such delay.

B. Termination for Convenience

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

C. Termination for Non-Appropriation of Funds

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

~ END OF SECTION 5 ~

SECTION 6: Special Terms and Conditions

6.1. BONDS

A. A bid bond and a performance bond (hereinafter referred to jointly as "Bonds") shall be provided to the City in accordance with and subject to the following:

I. The Bidder shall submit with its Bid Proposal an executed bid bond in an amount equal to three percent (3%) of the Bidder's total Bid Proposal price. A certified copy of the Power of Attorney of the attorney-in-fact executing said bond shall be attached and be certified by manual signature.

II. The Contractor shall, within ten (10) business days following receipt of a notice of intent to award issued by the City, furnish to the City an executed performance bond in an amount equal to one hundred percent (100%) of the total Contract sum. A certified copy of the Power of Attorney of the attorney-in-fact executing said bond shall be attached and shall be certified by manual signature.

III. The Bonds shall executed in accordance with and subject to the following:

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

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

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

(d) The date of the Bonds shall not exceed the date of the Contract or subsequent thereto.

(e) The Bonds shall contain provisions which are similar to the following:

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

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

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

- ***WAIVER OF NOTICE.*** *The Surety waives notice of any modifications to the Contract, including changes in the Contract Time, the Contract Sum, the amount of liquidated damages, or the Work and/or Services performed.*

B. In the event a bid bond is required under this Solicitation, such bond shall be retained by the City until the Contract is executed or until such time that a Bidder requests its Bid Proposal to be withdrawn in accordance with Section 5.6 (Binding Bid Proposal) of this Solicitation. The City shall immediately return the bid bond of any Bidder whose Bid Proposal is deemed by the City to be non-responsive, or shall immediately return all bid bonds in the event the Solicitation process is canceled by the City.

6.2. 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. Automobile liability insurance in an amount no less than one million dollars ($1,000,000);

   II. Commercial general liability insurance in an amount no less than one million dollars ($1,000,000); 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).

6.3. PAYMENTS

Payments under the Contract shall be based on the Contractor's completion milestones, to be later established and agreed upon between the City and the Contractor, and following the receipt of undisputed proper invoices for the same, which are issued in accordance Section 5.36 (Payment Terms, Taxes and Invoices) of this Solicitation.

6.4. CONTRACTOR PERSONNEL

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

6.5. PROJECT CONDITIONS

A. Personnel

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

B. Notice to Proceed and Completion of Services

Within ten (10) calendar days following the effective date of the Contract, the City will issue the Contractor a written notice to proceed, after which the Contractor shall complete the Services within one hundred sixty (160) calendar days thereafter (hereinafter referred to as "Completion Date").

C. Liquidated Damages

Time is of the essence with respect to the Services under the Contract. In the event the Contractor fails to complete the Services by the Completion Date, for reasons which the Contractor is solely responsible, the Contractor shall pay to the City, as liquidated damages and not as a penalty, the sum of Three Hundred Dollars and Zero Cents ($300.00) for each working day beyond the Completion Date for which the Contractor fails to complete the Services.

D. Schedule of Work

The work done under the Contract shall be performed Monday through Friday between the hours of 7:00 a.m. and 4:00 p.m. Eastern Time ("ET"). Upon approval by the City, the Contractor may perform work on weekends and holidays between the hours of 7:00 a.m. and 4:00 p.m. ET. The Contractor shall provide a minimum of three (3) days' notice to request work on weekends or holidays. The Contractor shall be fully responsible for securing the Facility during the construction period.

E. Project Supervision

The Bidder shall assign a full time supervisor who: shall have a minimum of five (5) years' experience in providing services similar to the Services hereunder; and shall be present at the Facility at all times during construction.

F. Site Safety and Use of Premises

At all times while performing work under the Contract, the Contractor shall:

I. At all times enforce suitable rules and provide any and all guards, signs, fences, dust barriers and/or protective devices required for the safe completion the Services.

II. Confine operations at the Facility to the areas permitted under the Contract. Any and all portions of the site, beyond the areas on which work is indicated, shall not to be disturbed.

III. Conform to any and all site rules and regulations affecting the work while engaged in construction.

IV. Keep planned egresses outside the construction zones clear and available to the public during normal Facility operation hours. Do not use these areas for parking or the storage of materials; parking areas and areas for the storage of materials shall be limited to those areas within the construction zone.

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

G. <u>Field Verification and Identification</u>

The Contractor shall verify all field conditions and dimensions within five (5) days of mobilizing construction site activity. The Contractor shall report any discrepancies and/or conflicts to the City's Project Manager (hereinafter referred to as "Project Manager"). In the event that field conditions differ significantly from the Contract documents, a revision will be issued by the City with sketches and/or revised Contract documents.

H. <u>Construction Coordination</u>

The Contractor shall submit a Project Schedule to the Project Manager and get written approval, prior to starting the work. The Contractor shall prepare and submit a Weekly Report to the Project Manager, which shall include the following:

- Name of project;
- Project number;
- Date of the report;
- Weather conditions;
- Manpower status on each type of work being performed, by building;
- Weekend or Holiday worked and/or planned;
- Work progress;
- Any and all environmental problems and/or corrections; and
- Other information such as: special events or occurrences; accidents; recommendations; suggestions; visitors; major equipment or materials received; tests; inspections; equipment start-up and check-out; and occupancy.

In addition, the Contractor shall take any and all necessary action required to specifically alert the Project Manager to any and all items which could result a claim. The Contractor shall also participate in a weekly project progress meeting. The City's Project Manager shall develop the agenda and the Contractor shall prepare the minutes for review and acceptance by the City.

I. <u>Permits and Inspection</u>

The Contractor shall obtain any and all necessary permits, licenses, and/or inspections to properly execute the work under the Contract. The fee for any permits, which are both required by and issued by the City, will be waived. The Contractor shall give all notices and comply with any and all laws, ordinances, rules, and/or lawful orders. If the Contractor observes that any portion of the Contract is at variance with any applicable law, statute, and/or building code, the Contractor shall promptly notify the City in writing and necessary changes will be accomplished by modification.

J. Warranties

As of substantial completion, the Contractor shall provide a written warranty for a minimum of one (1) year to cover any and all defects in materials and/or workmanship. Should the manufacturer's warranty for materials exceed one (1) year, the later warranty period shall apply. All warranties shall start from the date of project acceptance by the City.

K. Project Closeout

Upon written notification by the Contractor that the work is complete, the City will conduct a final inspection of all work. When the City determines that the work has been satisfactorily completed, and the Contract requirements are fully satisfied (including warranty documents, final inspections and maintenance manuals), the City will issue the Contractor a Project Acceptance Letter and process the final payment.

L. Shop and As-Built Drawings

The Contractor shall provide Shop Drawings as needed and As-Built Drawings shall be provided as part of the project closing documents.

M. Change Order Overhead and Profit

I. For any and all change orders in work under the Contract (hereinafter referred to as "Change Order"), the percentages for overhead, profit, and commission shall be negotiable according to the nature, extent, and complexity of the work involved, but in no case shall such percentages exceed the following ceilings:

	Overhead	Profit	Commission
To the Contractor on work performed by its own forces.	10%	10%	-
To the Contractor on work performed by other than its own forces.	-	-	5%
To a subcontractor on work performed by its own forces.	10%	10%	-

II. For work performed under a Change Order by its own forces:

a. The Contractor and its subcontractors shall be allowed the actual amount of materials and the total amount of labor for same.

b. The overhead percentages shall be considered to include indirect costs including, but not limited to, field and office supervisors and assistants, incidental job burdens, small tools, and general overhead allocations, for same.

III. Neither the Contractor nor its subcontractors shall be allowed overhead or commission on the overhead, profit, and/or commission received by any of its subcontractors.

IV. Equitable adjustments for deleted work shall include credits, limited to the same percentages for overhead, profit, and commission in paragraph I hereinabove.

V. For a Change Order that includes both an increase and decrease in the amount of the Contract, the percentages for overhead, profit, and commission shall only be allowed on the amount of the net change.

VI. Neither the Contractor nor its subcontractors shall be allowed any percentages for overhead, profit, and/or commission on work under a Change Order which is necessary due to the negligence and/or poor workmanship of the Contractor and/or its subcontractors.

~ END OF SECTION 6 ~

SECTION 7: Project Information and Scope of Work

7.1. Project Overview

The Vehicle Bay at the Facility services all City-owned vehicles and trailers. The Vehicle Bay has twelve (12) bays that can allow project work phasing of four bays at a time. Each bay has an overhead door and a trench drain with cast iron grates. There are thirteen trench drains with drain pipes. One trench drain is not located under an overhead door. Four out of the twelve bays are add-ons to the original structure (Bay 7, 8, 9, & 10).

7.2. Project Goal

The goal of the project is to:

- Demo and reconstruct the thirteen trench drains;
- Demo all underground galvanized drain pipes and replace with PVC;
- Install new cast iron trench drain grate on one trench drain;
- Demo and install L-Channel metal stop below each overhead door; and
- Paint the entire bay floor.

7.3. Scope of work

The Services include reviewing all general conditions, construction documents and specifications for developing a comprehensive understanding of the work involved. Drawings and Specifications take precedent of the general scope description; the Bidder shall refer to plans and specifications for detailed work scope. The work under the general scope will include, but not be limited to, the following items:

A. General Requirements

The Contractor shall perform the below listed service:

- Field verifies construction drawings and specifications to determine accuracy of existing sit conditions and utilities prior to commencing work and report discrepancies to The Project Engineer.

- Prepare a phasing plan and procurement schedule for the owner (City of Gaithersburg) approval. Plan to include details of temporary separation of work areas, dust containment, and staging strategy in coordination with the owner.

B. Site

I. Preparation & Phasing

The Contractor shall perform the below listed service:

- Conduct existing underground utility survey to ensure coordination with excavation.

- Provide the required submittals and shop drawings for approval of the architect/engineer, and acceptance of the owner as stipulated in the project documents.

- Prepare a waste disposal plan which will address the safe disposal of construction waste, site debris and disposal of environmentally hazardous material if found during demolition.

C. Structure

I. Demolition

Based on the results of the utility survey, the Contractor shall perform demolition of existing concrete trenches, and saw cutting of existing slab-on grade as required at the location of existing cast iron pipes to be replaced. Reference documentation of previous work done is included in project documents. However, the contractor shall be responsible to field verify and determine the layout of pipes to be replaced.

II. New Work (Concrete)

The Contractor shall replace the existing concrete trenches on both sides of vehicle bays, at twelve (12) locations, in the vehicle maintenance facility. Install new steel supports embedded in the new concrete pour to provide support to cast iron trench drain covers. At the one trench bay, the existing trench covers grate shall be replaced with new cast iron covers to match existing. All trench covers shall be painted with compatible protective coats as recommended by the manufacturer.

Install new continuous, embedded steel lip at the edge of the floor slab-on-grade on both sides of the vehicle maintenance facility.

See drawings for details on concrete specifications.

D. Plumbing

I. Demolition

The Contractor shall field-verify locate and identify the layout of existing underground cast iron pipes, which collect water from the trench drains. Saw cut existing slab-on-grade, excavate the soil beneath to the existing pipe's depth. Remove existing cast iron pipes, and safely dispose all materials.

II. New Work (Pipes & Fittings)

The Contractor shall install new Schedule 40, 4"Ø PVC pipes and compatible fittings, clean-outs and accessories in compliance with WSSC requirements. Backfill the excavated area, and pour new concrete over the compacted backfill in level with the existing slab.

The contractor shall be responsible to maintain the required slope while installing the new pipes, and test the drainage system prior to backfilling.

See drawings for additional details on pipe specifications

E. Painting

I. The Contractor shall apply primer and two coats of specified garage paint on the floor of the entire twelve bays. The bays floor shall be scrap of debris and loose paint as well as washed down to remove grease before applying primer and paint.

II. See drawings for detail specifications of required paint and primer.

F. <u>System Testing</u>

I. The Contractor shall perform a City approved water test of the new drain system (trench drain and pipes) to determine that the system is functional. No water backup result from the testing shall be accepted.

II. The Owner (City of Gaithersburg) will approve the field-testing of drainage system.

III. Other engineering systems pertaining to the concrete work will require approval and/or inspection by the Structural Engineer of Record (SER) at each step of preparatory and construction phases as stipulated in project documents.

~ END OF SECTION 7 ~

SECTION 8: Attachments and Exhibits

8.1. <u>ATTACHMENT A</u>

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

- Addendum and Amendment Acknowledgement Form
- Affidavit of Qualification to Bid
- Bid Proposal Price Sheet
- Bid Proposal Submission Certification
- Conflict of Interest Certification
- Litigation and Lien Information

8.2. <u>EXHIBIT A</u>

The following exhibits are incorporated herein and attached hereto:

- Bid Construction Document Set

~ END OF SECTION 8 ~

REQUEST FOR BIDS

No. 2016-005

VEHICLE BAY DRAIN REPAIRS

ATTACHMENT A

REQUIRED FORMS

City of Gaithersburg

Addendum and Amendment Acknowledgment

Solicitation No. _____

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

Name of Entity: _____

Street Address: _____

_____

City, State & Zip Code: _____, _____ _____

ADDENDUM/AMENDMENT ACKNOWLEDGMENT

1. ☐ Addendum / ☐ Amendment No: _____ Date of Issuance: _____

2. ☐ Addendum / ☐ Amendment No: _____ Date of Issuance: _____

3. ☐ Addendum / ☐ Amendment No: _____ Date of Issuance: _____

4. ☐ Addendum / ☐ Amendment No: _____ Date of Issuance: _____

5. ☐ Addendum / ☐ Amendment No: _____ Date of Issuance: _____

I hereby acknowledge receipt of the addendum(s) and/or amendment(s) listed herein and attests that all requirements stated therein have been incorporated into my Bid Proposal.

_____ _____ _____

Signature Title Date

_____

Printed Name

City of Gaithersburg

Affidavit of Qualification to Bid

Solicitation No. _____

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

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

I HEREBY AFFIRM THAT:

1. I am the _____ (*Title*) and the duly authorized representative of the entity _____ (*Name of 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 Bidder, or any other person substantially involved in the Bidder's contracting activities has: (1) been convicted under the laws of the State of Maryland, another state or the United States of: (i) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, except as provided in Section 16-202 of the State Finance and Procurement Article of the Annotated Code of Maryland; or (ii) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property; (2) been convicted of a criminal violation of an antitrust statute of the State of Maryland, another state or the United States; (3) been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids 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 violation of

Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland; (5) been convicted of a conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described herein; (6) been found civilly liable under an antitrust statute of the State of Maryland, another state or the United States for acts or omissions in connection with the submission of bids for public or private contracts.

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

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

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

_____ _____

Signature Witness

_____

Date

NOTARY ATTESTATION

State of: _____

County of: _____

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

Witness my hand and Notarial seal: _____

My Commission expires: _____

Notary Public: _____

Printed Name

City of Gaithersburg

Bid Proposal Price Sheet

Solicitation No. 2016-005

Please complete this form in its entirety and include it with your Bid Proposal. The Bidder shall be responsible for furnishing all equipment, labor and materials necessary to fulfill its obligations under the Contract.

Name of Entity: _____

LUMP SUM BID PROPOSAL PRICE FOR THE ENTIRE PROJECT:	**$**

UNIT RATES

Unit Key
EA = Each
LF = Linear Feet

Line	Description	Unit	Unit Total
1	4" galvanized pipe replacement with 4" PVC under existing conditions.	LF	$
2	Removal and replacement of one (1) linear foot of trench drain.	LF	$
3	One (1) steel trench drain grate to match existing.	EA	$

Bidder's Signature _____ Title _____ Date _____

Printed Name _____

City of Gaithersburg

Bid Proposal Submission Certification

Solicitation No. _____

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

Name of Entity: _____

Contact Person: _____

Street Address: _____

_____

City, State & Zip Code: _____, _____ _____

Telephone Numbers: (P) _____ (F) _____

BID PROPOSAL SUBMISSION CERTIFICATION

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

_____ _____

Signature Witness

_____

Date

NOTARY ATTESTATION

State of: _____

County of: _____

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

Witness my hand and Notarial seal: _____

My Commission expires: _____

Notary Public: _____

Printed Name

City of Gaithersburg

Conflict of Interest Certification

Solicitation No. _____

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

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

Name of Entity: _____

* Federal ID No: _____

Contact Person: _____

Street Address: _____

_____

City, State & Zip Code: _____, _____ _____

Telephone Numbers: (P) _____ (F) _____

(P) _____ (C) _____

Email Address: _____

Email Address: _____

CONFLICT OF INTEREST CERTIFICATION

I HEREBY CERTIFY, on behalf of _____ that no
Name of Entity
employee, agent or elected official of the City of Gaithersburg, or member of a commission, board or corporation controlled or appointed by the Mayor and Council of the City of Gaithersburg has received or has been promised directly or indirectly, any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration directly or indirectly related to this contract. Upon request by the City Manager or designee, or other authorized agent, as a prerequisite to payment pursuant to the terms of a contract awarded pursuant to this Bid 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:

_____

_____

_____

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 Bid Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

Name of Entity: _____

Street Address: _____

_____

City, State & Zip Code: _____, _____ _____

Telephone Numbers: (P) _____ (F) _____

LITIGATION INFORMATION

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

☐ Yes / ☐ No

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

Case Number	Jurisdiction	Status	Summary

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

REQUEST FOR BIDS

No. 2016-005

VEHICLE BAY DRAIN REPAIRS

EXHIBIT A

BID CONSTRUCTION DOCUMENT SET

BID DRAWINGS

DPW VEHICLE BAY DRAIN REPAIR

DEPT. OF PUBLIC WORKS, 800 RABBITT ROAD, GAITHERSBURG MARYLAND

100% SUBMITTAL

Gaithersburg
A CHARACTER COUNTS! CITY

NIKA
ARCHITECTS
+ENGINEERS

SHEET INDEX	
Sheet Number	Sheet Name

G001	COVER PAGE
AS 001	GENERAL & SCOPE NOTES
AS 002	STRUCTURAL NOTES
AS 100	REFERENCE DRAWING OF PREVIOUS WORK
AS 101	NEW WORK STRUCTURAL PLAN
AS 102	STRUCTURAL DETAILS
P 001	PLUMBING GENERAL NOTES, ABBREVIATIONS AND SYMBOLS
P 101	PLUMBING DEMOLITION AND NEW WORK PLAN
P 201	PLUMBING DETAILS

Gaithersburg
A CHARACTER COUNTS! CITY

DPW Vehicle Bay Drain Repair

800 Rabbitt Rd.
Gaithersburg, MD 20878

NIKA ARCHITECTS +ENGINEERS
NIKA A+E _____
451 HUNGERFORD DRI (P)301.770.3520
4TH FLOOR (F)301.770.3521
ROCKVILLE, MD 20850 www.nika-ae.com

Professional Certification: I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed Professional Engineer under the laws of the state of Maryland. License No. ....39957....., Expiration Date: 10/14/2016.....

MCE
Meyer Consulting Engineers

No.	Description	Date

Revisions

Drawing Title

COVER PAGE

Phase

☐ CONCEPT ☐ 40% ☐ 95% ■ 100%

A/E Project Number
12-0009.17

Date
07.20.2015

Drawing Scale: AS NOTED

CADD Filename: Revit Model

CADD Plot Scale: 1:1

Drawn By

Checked By

Sheet Number
G001

STATE OF MARYLAND
PROFESSIONAL ENGINEER
No. 39957
BENJOY BOSE

GENERAL NOTES:

1. THE CONTRACTOR MUST REVIEW ALL SOLICITATION DOCUMENTS PROVIDED UNDER SEPARATE COVER IN ADDITION TO THESE SET OF DRAWINGS IN ORDER TO COMPREHEND THE CONDITIONS AND REQUIREMENTS OF THE WORK UNDER THIS CONTRACT

2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY EXISTING CONDITIONS. NO ALLOWANCE WILL BE MADE FOR UNFAVORABLE CONDITIONS OR EVENTS WHICH MIGHT HAVE BEEN UNFORESEEN FROM A THROUGH EXAMINATION OF THE SITE. CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR THE CONSEQUENCES OF ACTING ON CONCLUSIONS.

3. LAYOUT OF NEW UNDERGROUND PIPES INSTALLATION IS NOT SHOW. SEE AS101 OF THE EXISTING LAYOUT FOR REFERENCE ONLY.

4. CONTRACTOR SHALL FIELD LOCATE, IDENTIFY AND LAYOUT EXISTING CAST IRON AND PVC PIPES CONNECTING TRENCH DRAINS.

5. PATCH AND REPAIR AT CUT AND FILL AREAS TO MATCH ADJACENT FINISHED SURFACES.

6. CONTRACTOR IS RESPONSIBLE FOR DAILY CLEANUP DURING THE JOB AND REMOVAL OF ALL DEMOLITION MATERIALS UNLESS OTHERWISE NOTED.

7. CONTRACTOR SHALL BE RESPONSIBLE FOR FINAL CLEANUP IN AND AROUND THE PROJECT AND ASSOCIATED STAGING OR DUMPING LOCATIONS, INCLUDING FINAL WASH, WIPE AND RE-STRIPING ANY EXISTING MARKINGS IF DISRUPTED DURING CONSTRUCTION.

8. CONTRACTOR TO PROVIDE ONSITE SUPERVISION AS REQUIRED BY THE OWNER (CITY OF GAITHERSBURG)

9. ADJACENT STORAGE AND OFFICE SPACES ARE TO REMAIN OCCUPIED AND FUNCTIONAL DURING ALL PHASES OF DEMOLITION AND CONSTRUCTION. CONSTRICTOR SHALL MAKE EVERY ATTEMPT TO MINIMIZE DISRUPTION AND IMPACT ON THE SURROUNDING AREAS.

10. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL PERMITS RELATED TO THIS TASK AS REQUIRED BY THE CITY OF GAITHERSBURG'S DEPARTMENT OF PLANNING AND CODE ADMINISTRATION.

11. THE CONTRACTOR SHALL PROVIDE AS-BUILT DRAWING MARKUPS WITH WORK PERFORMED UNDER THIS PROJECT AT THE END OF CONSTRUCTION FOR CITY'S RECORD.

SCOPE NOTES:

THE WORK UNDER THE GENERAL SCOPE WILL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING ITEMS:

A. SITE

I. PREPARATION& PHASING

THE CONTRACTOR SHALL PERFORM THE BELOW LISTED SERVICE:

- FIELD VERIFY CONSTRUCTION DRAWINGS AND SPECIFICATIONS TO DETERMINE ACCURACY OF EXISTING SITE CONDITIONS AND UTILITIES PRIOR TO COMMENCING WORK AND REPORT DISCREPANCIES TO THE PROJECT ENGINEER.
- CONDUCT EXISTING UNDERGROUND UTILITY SURVEY TO ENSURE COORDINATION WITH EXCAVATION.
- PREPARE A PHASING PLAN AND PROCUREMENT SCHEDULE FOR THE OWNER (CITY OF GAITHERSBURG) APPROVAL. PLAN TO INCLUDE DETAILS OF TEMPORARY SEPARATION OF WORK AREAS, DUST CONTAINMENT, AND STAGING STRATEGY IN COORDINATION WITH THE OWNER.
- PROVIDE THE REQUIRED SUBMITTALS AND SHOP DRAWINGS FOR APPROVAL OF THE ARCHITECT/ENGINEER, AND ACCEPTANCE OF THE OWNER AS STIPULATED IN THE PROJECT DOCUMENTS.
- PREPARE A WASTE DISPOSAL PLAN WHICH WILL ADDRESS THE SAFE DISPOSAL OF CONSTRUCTION WASTE, SITE DEBRIS AND DISPOSAL OF ENVIRONMENTALLY HAZARDOUS MATERIAL IF FOUND DURING DEMOLITION.

B. STRUCTURE

I. GENERAL

THE CONTRACTOR SHALL PERFORM THE BELOW LISTED SERVICE:

- FIELD VERIFIY CONSTRUCTION DRAWINGS AND SPECIFICATIONS TO DETERMINE ACCURACY OF EXISTING STRUCTURE CONDITION AND LOCATIONS PRIOR TO COMMENCING WORK AND REPORT DISCREPANCIES TO THE PROJECT ENGINEER.
- PROVIDE THE REQUIRED SUBMITTALS AND SHOP DRAWINGS FOR APPROVAL OF THE ARCHITECT/ENGINEER, AND ACCEPTANCE OF THE OWNER AS STIPULATED IN THE PROJECT DOCUMENTS.

II. DEMOLITION

DEMOLITION OF EXISTING CONCRETE TRENCHES, AND SAW CUTTING OF EXISTING SLAB-ON GRADE AS REQUIRED AT THE LOCATION OF EXISTING CAST IRON PIPES TO BE REPLACED. REFERENCE DOCUMENTATION OF PREVIOUS WORK DONE IS INCLUDED IN PROJECT DOCUMENTS. HOWEVER, THE CONTRACTOR SHALL BE RESPONSIBLE TO FIELD VERIFY AND DETERMINE THE LAYOUT OF PIPES TO BE REPLACED.

III. NEW WORK

REPLACE THE EXISTING CONCRETE TRENCHES ON BOTH SIDES OF VEHICLE BAYS, AT TWELVE (12) LOCATIONS, IN THE VEHICLE MAINTENANCE FACILITY. INSTALL NEW STEEL SUPPORTS EMBEDDED IN THE NEW CONCRETE POUR TO PROVIDE SUPPORT TO CAST IRON TRENCH DRAIN COVERS. AT THE LOCATION TRENCH BAY #11, THE EXISTING TRENCH COVERS DO NOT MATCH THE TYPICAL, AND WILL BE REPLACED WITH NEW CAST IRON COVERS TO MATCH THE TYPICAL. THE TRENCH COVERS SHALL BE PAINTED WITH COMPATIBLE PROTECTIVE COATS AS RECOMMENDED BY THE MANUFACTURER.

INSTALL NEW CONTINUOUS, EMBEDDED STEEL LIP AT THE EDGE OF THE FLOOR SLAB-ON-GRADE ON BOTH SIDES OF THE VEHICLE MAINTENANCE FACILITY

AFTER COMPLETION OF CONCRETE WORK AND PIPE INSTALLATION, PREPARE THE ENTIRE GARAGE FLOOR SURFACE TO RECEIVE NEW PAINT COATING PER THE PAINT MANUFACTURER'S RECOMMENDATIONS AND REQUIREMENTS.

PAINT ENTIRE GARAGE FLOOR WITH AN ABRASIVE, GREASE RESISTANT, LOW VOC, PAINT. THE FOLLOWING SELECTION IS THE BASIS OF DESIGN.

MPI 108, BRAND : SHERWIN WILLIAMS, LABEL :PROTECTIVE AND MARINE, PRODUCT NAME: MACROPOXY 646 FAST CURE EPOXY. CODE : B58W00610.

C. PLUMBING

I. GENERAL

COORDINATE AND PREPARE A WORK PLAN FOR APPROVAL OF THE CITY'S PROJECT MANAGER. THE WORK PLAN SHALL INCLUDE JOB SAFETY ANALYSIS, WORK PHASING, DUST AND DEBRIS CONTAINMENT, TEMPORARY CONSTRUCTION BARRIERS, WORKERS' ACCESS, LAY DOWN AND SHORING, MATERIAL HANDLING, AND A SCHEDULE WITH MILESTONE ACTIVITIES IN A CRITICAL PATH METHOD.

II. DEMOLITION

FIELD-VERIFY, LOCATE AND IDENTIFY THE LAYOUT OF EXISTING UNDERGROUND CAST IRON PIPES, WHICH COLLECT WATER FROM THE TRENCH DRAINS. SAW CUT EXISTING SLAB-ON-GRADE, EXCAVATE THE SOIL BENEATH TO THE EXISTING PIPE'S DEPTH. REMOVE EXISTING CAST IRON PIPES, AND SAFELY DISPOSE ALL MATERIALS.

III. PIPES & FITTINGS NEW WORK

INSTALL NEW SCHEDULE 40, 4"Ø PVC PIPES AND COMPATIBLE FEETINGS, CLEAN-OUTS AND ACCESSORIES IN COMPLIANCE WITH WSSC REQUIREMENTS. BACKFILL THE EXCAVATED AREA, AND POUR NEW CONCRETE OVER THE COMPACTED BACKFILL IN LEVEL WITH THE EXISTING SLAB.

D. SYSTEM TESTING

I. THE CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN THE REQUIRED SLOPE WHILE INSTALLING THE NEW PIPES, AND TEST THE DRAINAGE SYSTEM PRIOR TO BACKFILLING. THE OWNER (CITY OF GAITHERSBURG) WILL APPROVE THE FIELD-TESTING OF DRAINAGE SYSTEM.

II. OTHER ENGINEERING SYSTEMS PERTAINING TO THE CONCRETE WORK WILL REQUIRE BE APPROVING AND/OR INSPECTING BY THE STRUCTURAL ENGINEER OF RECORD (SER) AT EACH STEP OF PREPARATORY AND CONSTRUCTION PHASES AS STIPULATED IN PROJECT DOCUMENTS.

Gaithersburg
A CHARACTER COUNTS! CITY

DPW Vehicle Bay Drain Repair

800 Rabbitt Rd.
Gaithersburg, MD 20878

NIKA ARCHITECTS +ENGINEERS
NIKA A+E _____
451 HUNGERFORD DRI
4TH FLOOR
ROCKVILLE, MD 20850
(P)301.770.3520
(F)301.770.3521
www.nika-ae.com

Professional Certification: I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed Professional Engineer under the laws of the state of Maryland. License No. ....39557....., Expiration Date: 10/14/2016.....

Meyer Consulting Engineers

No.	Description	Date

Revisions

Drawing Title
GENERAL & SCOPE NOTES

Phase
☐ CONCEPT ☐ 40% ☐ 90% ■ 100%

A/E Project Number 12-0009.17
Date 07.20.2015
Drawing Scale: AS NOTED
CADD Filename Revit Model
CADD Plot Scale 1:1
Drawn By
Checked By
Sheet Number **AS001**

PROFESSIONAL ENGINEER NO. 39557 STATE OF MARYLAND

STRUCTURAL NOTES:

SECTION 1 GENERAL NOTES:

1.1) CONTRACTOR SHALL CONFORM WITH THE PROVISIONS OF THE LOCAL BUILDING CODE AND ANY OTHER LOCAL, STATE OR FEDERAL REGULATIONS.

1.2) THE GENERAL CONTRACTOR SHALL REVIEW ALL SHOP DRAWINGS BEFORE SUBMISSION TO THE ENGINEER AND MAKE ALL CORRECTIONS AS HE DEEMS NECESSARY AND SHALL CERTIFY ON EACH DRAWINGS AS FOLLOWS: "I CERTIFY THAT THE CONTRACT DOCUMENT REQUIREMENTS HAVE BEEN MET AND ALL DIMENSIONS, CONDITIONS AND QUANTITIES ARE VERIFIED AS SHOWN AND/OR AS " CORRECTED ON THIS DRAWING.

SIGNED_____
(FOR THE GENERAL CONTRACTOR)

1.3) THE CONTRACTOR SHALL SUPPORT ADJACENT STRUCTURES, UTILITIES, AND EXCAVATIONS. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AND DESIGN CALCULATIONS CERTIFIED BY A REGISTERED PROFESSIONAL ENGINEER FOR ALL TEMPORARY FORMWORK, SHEETING, SHORING, AND UNDERPINNING AS A PART OF THE CONTRACTOR'S WORK. CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING SITE CONDITIONS, STRUCTURES AND UTILITIES PRIOR TO COMMENCING WORK AND REPORT DISCREPANCIES TO THE ENGINEER.

1.4) INSPECTION – THE OWNER IS RESPONSIBLE TO HIRE A QUALIFIED INSPECTION AGENCY TO PERFORM ALL OF THE SERVICES SPECIFIED IN THE TYPICAL NOTES, THE CONTRACT DOCUMENTS AND THE PROJECT SPECIFICATIONS. THE CONTRACTOR SHALL AFFORD FULL COOPERATION TO LABORATORY PERSONNEL AND SHALL PROVIDE ADEQUATE NOTICE BEFORE BEGINNING OPERATIONS REQUIRING LABORATORY SERVICES. THE TESTING LABORATORY SHALL MAKE IMMEDIATE REPORT OF ALL TESTS AND OBSERVATIONS AND DISTRIBUTE COPIES AS FOLLOWS: OWNER, ARCHITECT, ENGINEER, AND CONTRACTOR. (ONE COPY EACH). THE OWNER MAY HIRE THE STRUCTURAL ENGINEER of RECORD (SER)TO PROVIDE THESE SERVICES.

1.5) "TYPICAL DETAILS" SHOWN ON THE DRAWINGS APPLY TO ALL CONDITIONS OF THE PROJECT SIMILAR TO THOSE SHOWN IN THE DETAILS REGARDLESS OF WHETHER OR NOT THEY ARE SPECIFICALLY REFERENCED ON THE PLANS. PLANS, SECTIONS, AND DETAILS ARE NOT TO BE SCALED FOR DETERMINATION OF QUANTITIES, LENGTHS OR FIT OF MATERIALS.

1.6) SHOP DRAWINGS FOR ALL STRUCTURAL ITEMS MUST BE SUBMITTED BY THE GENERAL CONTRACTOR. IF A CONTRACTOR OR OWNER FAILS TO SUBMIT THE SHOP DRAWINGS, THE FIRM NIKA A+E WILL NOT BE RESPONSIBLE FOR THE STRUCTURAL CERTIFICATION AND/OR THE DESIGN OF THE PROJECT.

SECTION 2 SOILS:

2.1) FOOTINGS ARE DESIGNED FOR AN ASSUMED BEARING CAPACITY OF 3,000 PSF. FOOTINGS SHALL BEAR ON NATURAL UNDISTURBED SOIL, 1'–0" BELOW ORIGINAL GRADE AND BOTTOM OF EXTERIOR FOOTING SHALL BE 2'–6" BELOW FINISHED GRADE. CONTRACTOR SHALL VERIFY SOIL PRESSURE IN THE FIELD IN FORM OF (NON–DISRUPTIVE) SITE SOIL BEARING TEST.

2.2) ALL FILL UNDER SLABS SHALL BE COARSE GRANULAR MATERIAL COMPACTED TO 95%%% OF MAXIMUM DENSITY AT OPTIMUM WATER CONTENT. ALL SLABS ON GROUND SHALL HAVE PANELS POURED PER ACI–302.1R (LATEST LOCAL APPROVED EDITION), SECTION 6.4.1 OR ALL SLABS ON GROUND MAY BE POURED CONTINUOUSLY BY USING A PRE–MOLDED KEYED METAL JOINT TO FORM AREAS NOT EXCEEDING 650 SQUARE FEET.

2.3) ALL FILL AND BACKFILL MATERIAL, ALL FOOTING BEARING, EXCAVATIONS, AND COMPACTION CONTROL SHALL BE INSPECTED AND APPROVED IN WRITING BY A QUALIFIED INSPECTION AGENCY, AND SUBJECT TO OWNER (THE CITY OF GAITHERSBURG) ACCEPTANCE. THE OWNER MAY HIRE THE STRUCTURAL ENGINEER of RECORD (SER)TO PROVIDE THESE SERVICES.

2.4) THE CONTRACTOR SHALL BE RESPONSIBLE TO CONDUCT UNDERGROUND UTILITY SURVEY FOR BOTH, WET AND DRY UTILITY LINES WITHIN AND AROUND THE WORK AREA TO ENSURE NONE OF THE EXISTING UTILITY LINES ARE DISRUPTED DURING CONSTRUCTION. THE CONTRACTOR SHALL PREPARE AN OVERLAY PLAN WITH PROPOSED DIGGING LAYOUT WHICH IDENTIFIES THE EXISTING C.I. PIPES TO BE REPLACED. UTILITY LINES SHALL NOT BE PLACED THROUGH, OR BELOW FOUNDATIONS WITHOUT THE ENGINEER'S APPROVAL, SUBJECT TO THE OWNER (CITY OF GAITHERSBURG) ACCEPTANCE. ALL EXCAVATIONS TO BE APPROVED BY PROPER AUTHORITIES PRIOR TO THE PLACING OF FOUNDATIONS, AND SUBJECT TO OWNER (THE CITY OF GAITHERSBURG) ACCEPTANCE.

2.5) WHERE BACKFILL IS REQUIRED ON BOTH SIDES OF WALLS, BACKFILL BOTH SIDES SIMULTANEOUSLY.

SECTION 3 CONCRETE:

3.1) EXCEPT AS NOTED, ALL REINFORCING SHALL BE HIGH STRENGTH NEW BILLET STEEL CONFORMING TO ASTM DESIGNATION A615 (FY = 60,000 PSI). ALL STIRRUPS AND TIES SHALL BE NEW INTERMEDIATE GRADE STEEL CONFORMING TO ASTM DESIGNATION A615 (FY = 60,000 PSI). ALL REINFORCING SHALL BE DETAILED, FABRICATED, AND PLACED IN ACCORDANCE WITH THE ACI'S "MANUAL OF STANDARD PRACTICE FOR DETAILING CONCRETE STRUCTURES" (ACI 315).

3.2) REINFORCING STEEL SHALL BE PLACED IN ACCORDANCE WITH THE "CRSI MANUAL OF STANDARD PRACTICE FOR REINFORCED CONCRETE CONSTRUCTION, – CHAPTER 6 – RECOMMENDED INDUSTRY PRACTICE FOR DETAILING CONCRETE REINFORCING STEEL"

3.3) LAP ALL SPLICES 36 BAR DIAMETERS (2'–0" MIN.) EXCEPT AS NOTED ON PLANS. BEND OUTSIDE FACE WALL HORIZONTAL REINFORCING 1'–0" AROUND ALL CORNERS OR PROVIDE 4'–0" LONG CORNER BARS TO MATCH HORIZONTAL REINFORCING. SPLICING OF #6 OR LARGER BARS SHALL NOT BE PERMITTED UNLESS OTHERWISE NOTED OR AUTHORIZED BY THE ENGINEER. LAPPED SPLICES OF #14 OR #18 BARS SHALL NOT BE PERMITTED.

3.4) WELDING OF REINFORCING STEEL SHALL CONFORM TO THE "RECOMMENDED PRACTICE FOR WELDING REINFORCING STEEL, METAL INSERTS AND CONNECTIONS IN REINFORCED CONCRETE CONSTRUCTION" – AWS D12.1.

3.5) DOWELS FROM FOOTINGS, SUPPORTING BEAMS, WALLS AND COLUMNS SHALL BE PROVIDED FOR REINFORCING BARS IN ADJOINING WALLS, COLUMNS, ETC., EVEN IF NOT SPECIFICALLY SHOWN ON THE DETAILS. DOWELS SHALL BE OF THE SAME SIZE AND QUANTITY AS IN THE SUPPORTING ELEMENT AND SHALL BE EMBEDDED A MINIMUM OF 30 BAR DIAMETERS UNLESS OTHERWISE NOTED.

3.6) HOOKS AND BEND SHALL CONFORM TO ACI 318 STANDARDS FOR MINIMUM BEND RADIUS AND EXTENSIONS. LENGTHS GIVEN FOR BENT BARS DO NOT INCLUDE THE RADIUS AND MAXIMUM EXTENSIONS FOR STANDARD HOOKS.

3.7) OFFSETS IN REINFORCING BARS SHALL BE BENT AT A RATIO OF 1 (NORMAL TO BAR AXIS) TO 6 (PARALLEL TO BAR AXIS).

3.8) SPLICE CONTINUOUS TOP BARS ONLY AT MID SPAN BETWEEN SUPPORTS UNLESS NOTED OTHERWISE. PROVIDE 90' HOOKS AT DISCONTINUOUS ENDS OF BEAMS.

3.9) ALL REINFORCING BARS NOT OTHERWISE DETAILED OR NOTED ON THE DRAWINGS SHALL BE CONTINUOUS WITH SPLICES AS NOTED HEREIN.

3.10) DESIGN MIXES SHALL BE PROVIDED BY THE CONCRETE PRODUCER IN ACCORDANCE WITH THE GENERAL NOTE 3.18 AND, THE LATEST EDITION OF CONCRETE REINFORCING STEEL INSTITUTE(CRSI) DESIGN MANUAL. THE CONCRETE MIX SHALL BE APPROVED BY THE STRUCTURAL ENGINEER of RECORD (SER), AND ACCEPTED BY THE OWNER PRIOR TO DELIVERY OF MATERIALS.

3.11) ALL SPLICES IN REINFORCING SHALL BE CLASS "B" SPLICES IN ACCORDANCE WITH ACI 318 (LATEST LOCAL APPROVED EDITION) EXCEPT AS NOTED IN THE PLANS.

3.12) BEND HORIZONTAL WALL REINFORCING 1'–0" MINIMUM AROUND ALL CORNERS OR PROVIDE 4'–0" LONG CORNER BARS TO MATCH HORIZONTAL REINFORCING.

3.13) ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE AMERICAN CONCRETE INSTITUTE CODE (ACI 318 – LATEST EDITION).

3.14) SLABS ON GRADE SHALL BE CONCRETE REINFORCED WITH 6"x6" W1.4 X W1.4 OVER 15 MIL VISQUEEN AND 6" WASHED GRAVEL OR CRUSHED STONE.

3.15) CONCRETE SURFACES SHALL BE CURED IN ACCORDANCE WITH ACI SPECIFICATIONS. SUBMIT MANUFACTURER'S MATERIAL FOR ENGINEER'S REVIEW. 3.16) ALL CONCRETE WORK SHALL CONFORM TO THE LATEST APPROVED (BY LOCAL GOVERNMENT) EDITIONS OF THE FOLLOWING ACI AND ASTM DOCUMENTS:

ACI – 301	SPECIFICATIONS
ACI – 318	CODE
ACI – 214	COMPRESSION
TESTS	
ACI – 305	HOT WEATHER
ACI – 306	COLD WEATHER
ACI – 315	DETAILING
ACI – 347	FORMWORK
ACI – 605	HOT WEATHER
ACI – 613	PROPORTIONS OF
CONCRETE	
ACI – 614	PLACING
CONCRETE	
ACI – ASCE COMMITTEE 423	UN–BONDED TENDONS
ASTM– C94	READY–MIX
CONCRETE	

3.17) PROVIDE CONCRETE PROTECTION FOR REINFORCING IN ACCORDANCE WITH ACI AND AS FOLLOWS:

FOOTINGS & SLAB ON GRADE ------ 3"

3.18) ALL CONCRETE, EXCEPT AS NOTED ELSEWHERE, SHALL BE (F'C = 3,000 PSI) NORMAL WEIGHT CONCRETE. ALL EXTERIOR CONCRETE SHALL BE (F'C=4500 PSI) AIR–ENTRAINED AT MINIMUM 6%%% ± 1 1/2"%%%

3.19) NO CALCIUM CHLORIDE SHALL BE ADDED TO THE CONCRETE WITHOUT WRITTEN APPROVAL BY THE ENGINEER.

3.20) CONTRACTOR MUST SUBMIT A CONCRETE DESIGN MIX IN ACCORDANCE WITH ACI 318 (LATEST LOCAL APPROVED EDITION) FOR APPROVAL BY THE ENGINEER. SUCH DESIGN MIX SHALL BE ACCOMPANIED BY THE APPROPRIATE GRAPHS AND BACKGROUND DATA. CONCRETE DESIGN MIX SHALL INDICATE 7 AND 28 DAY STRENGTHS, CEMENT CONTENT AND WATER CEMENT RATIO, FINE AND COURSE AGGREGATES AND ADMIXTURES FOR EACH DESIGN STRENGTH.

3.21) ALL FIELD AND LAB TESTING OF CONCRETE SHALL CONFORM TO THE LATEST APPROVED (BY LOCAL GOVERNMENT) EDITIONS OF ASTM:

ASTM–C–431	FIELD CYLINDER SPECIMENS
ASTM–C–143	SLUMP TEST
ASTM–C–173 OR C–231	AIR CONTENT (WHEN
REQUIRED)	
ASTM–C–39	LAB TESTING CYLINDERS
ASTM–C–172	SAMPLING FRESH CONCRETE
ASTM–C–42	HARDENED CORES
(WHEN REQUIRED)	

UPON COMPLETION OF CONCRETE TESTING, THE AGENCY SHALL CERTIFY THEIR RESULTS AS FOLLOWS:

"I CERTIFY THAT THE FIELD AND LAB TESTING CONFORMS TO THE ASTM DOCUMENTS AND GOOD PRACTICE."

3.22) CONCRETE TEST CYLINDERS SHALL BE MADE IN ACCORDANCE WITH ACI 318. MOLD AND CURE SAMPLES IN ACCORDANCE WITH ASTM C31. TEST CYLINDERS IN ACCORDANCE WITH ASTM C39; 2 AT 7 DAYS LAB CURED AND 2 AT 28 DAYS CURED FOR OF CONCRETE. DETERMINE SLUMP IN ACCORDANCE WITH ASTM C143. [3] EACH 150 YD DETERMINE AIR CONTENT OF CONCRETE FOR EACH STRENGTH TEST IN ACCORDANCE WITH ASTM C231.

THE CONTRACTOR SHALL DELIVERY TICKET WITH BATCH MIX STAMP, DELIVERY TIME, BATCH PREPARATION TIME, AND MIX STRENGTH ON SITE.

3.23) THE CONTRACTOR SHALL CERTIFY DELIVERY TICKETS AND CONTROL ADDITION OF WATER AT THE SITE.

3.24) CONTRACTOR MUST SUBMIT A CONCRETE DESIGN MIX IN ACCORDANCE WITH ACI 318 (LATEST LOCAL APPROVED EDITION) FOR APPROVAL BY THE ENGINEER. SUCH DESIGN MIX SHALL BE ACCOMPANIED BY THE APPROPRIATE GRAPHS AND BACKGROUND DATA. CONCRETE DESIGN MIX SHALL INDICATE 7 AND 28 DAY STRENGTHS, CEMENT CONTENT AND WATER CEMENT RATIO, FINE AND COURSE AGGREGATES AND ADMIXTURES FOR EACH DESIGN STRENGTH.

3.25) INSPECTION OF ALL PLACED CONCRETE AND REINFORCEMENT IS REQUIRED. ENGINEER SHALL APPROVE INSPECTOR, SUBJECT TO THE OWNER (CITY OF GAITHERSBURG) ACCEPTANCE. INSPECTION AGENCY SHALL CERTIFY FORMWORK, CONCRETE AND REINFORCEMENT UNDER AN ENGINEER'S SEAL. SUBMIT DAILY REPORTS TO OWNER, CONTRACTOR, ARCHITECT, BUILDING DEPARTMENT, AND ENGINEER.

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No.	Description	Date

Revisions

Drawing Title
STRUCTURAL NOTES

Phase
☐CONCEPT ☐40% ☐90% ■100%

A/E Project Number 12-0009.17
Date 07.20.2015
Drawing Scale: AS NOTED
CADD Filename Revit Model
CADD Plot Scale 1:1
Drawn By
Checked By
Sheet Number AS002

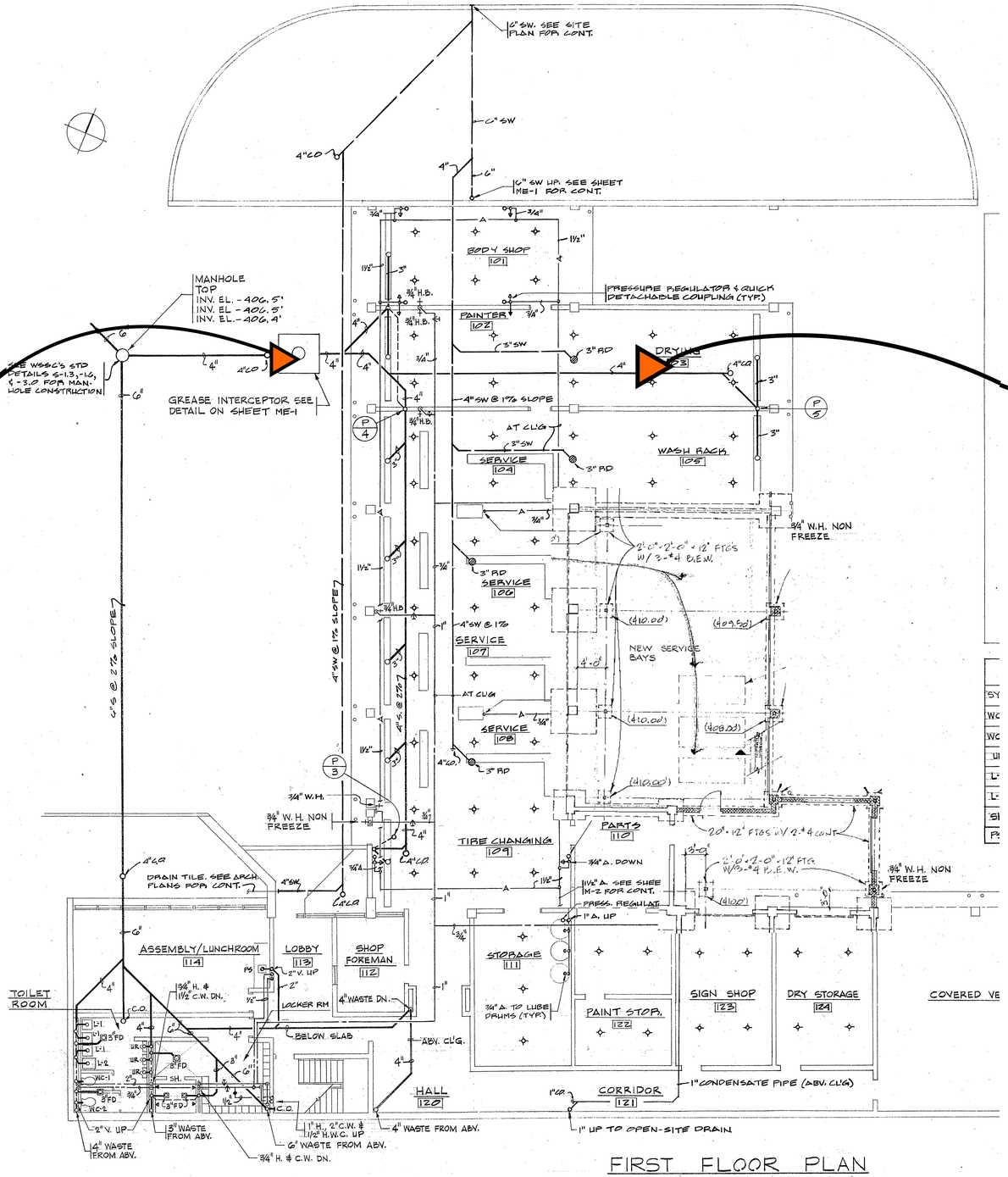
PROFESSIONAL ENGINEER NO. 39557 SAVIOR BISE STATE OF MARYLAND

1. WEST FACADE

2. MANHOLE OUTSIDE BUILDING (OIL SEPARATOR)

3. PREVAILING DETORIATED LIP CONDITION AT BAY THRESHOLDS

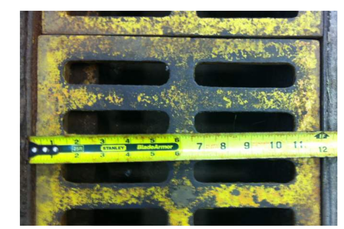
4. EXISTING LIP AT BAY THRESHOLD - WEST FACADE



5. EAST FACADE

6. PREVIOUS WORK PVC PIPE INSTALLATION- PROGRESS RECORD

7. EXISTING TRENCH COVER NOT TYPICAL - WEST FACADE, BAY #11



8. EXISTING TRENCH COVER -TYPICAL - WIDTH ~12"

9. EXISTING TRENCH COVER -TYPICAL - LENGTH ~ 24"

10. EXISTING TRENCH COVER -TYPICAL - MANUFACTURER - ZURN.

1 AS100 **FIRST FLOOR PLAN AT VEHICLE SHOP - REFERENCE DRAWING OF PREVIOUS WORK**

NOT TO SCALE

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Drawing Title
REFERENCE DRAWING OF PREVIOUS WORK

Phase
☐ CONCEPT ☐ 40% ☐ 90% ■ 100%

A/E Project Number: 12-0009.17
Date: 07.20.2015
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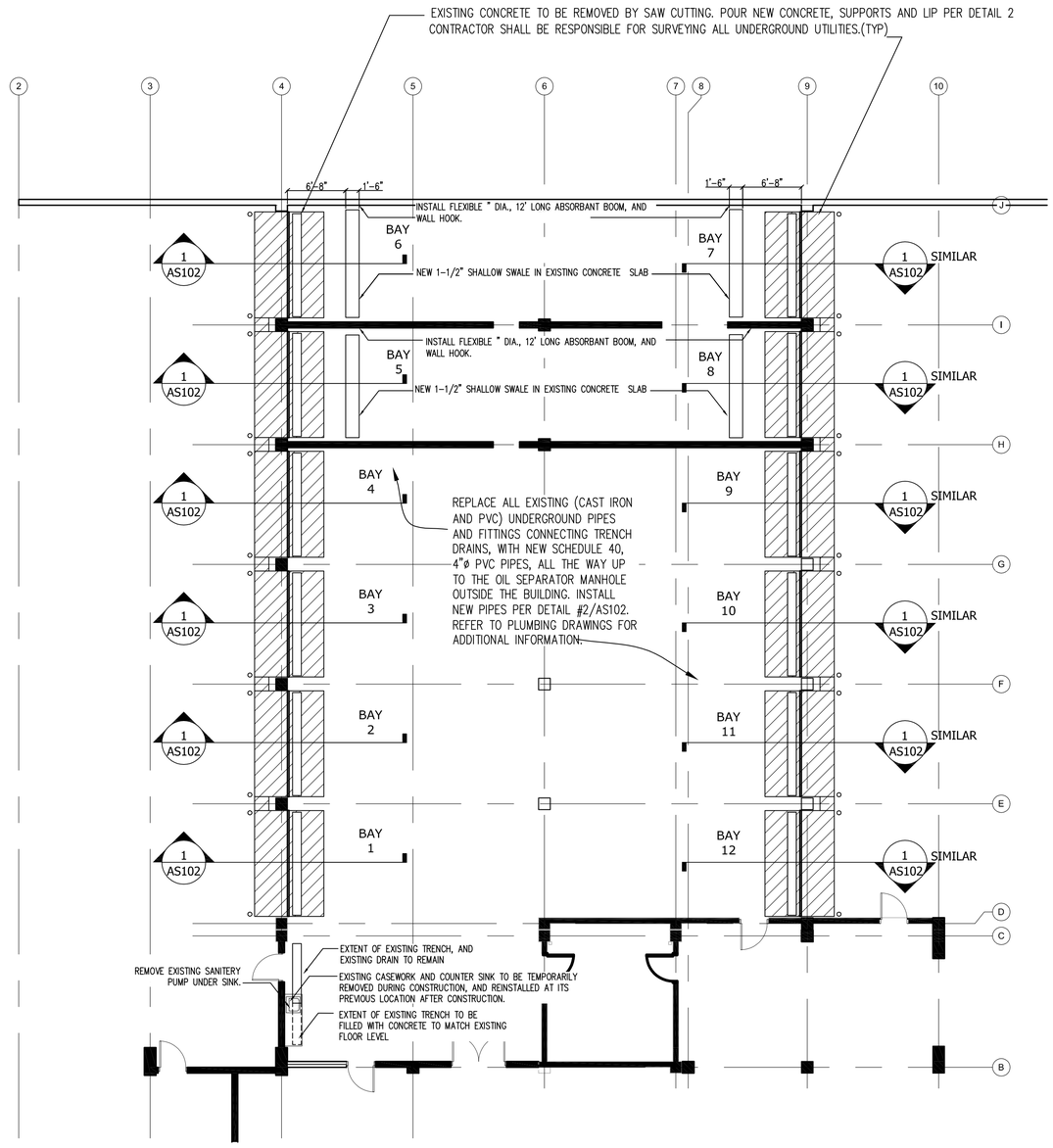
CADD Filename: Revit Model
CADD Plot Scale: 1:1
Drawn By
Checked By

PROFESSIONAL ENGINEER NO. 39557 SANJIV BOSE STATE OF MARYLAND

Sheet Number
AS100



1 AS101 **FIRST FLOOR PLAN AT VEHICLE SHOP - NEW WORK**

1/8" = 1'-0"

NOTE:
PAINT ENTIRE GARAGE FLOOR WITH AN ABRASIVE, GREASE RESISTANT, LOW VOC, PAINT. THE FOLLOWING SELECTION IS THE BASIS OF DESIGN.

MPI 108, BRAND : SHERWIN WILLIAMS, LABEL :PROTECTIVE AND MARINE, PRODUCT NAME: MACROPOXY 646 FAST CURE EPOXY. CODE : B58W00610.

N
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Revisions

Drawing Title
NEW WORK STRUCTURAL PLAN

Phase
☐ CONCEPT ☐ 40% ☐ 80% ■ 100%

A/E Project Number 12-0009.17
Date 07.20.2015
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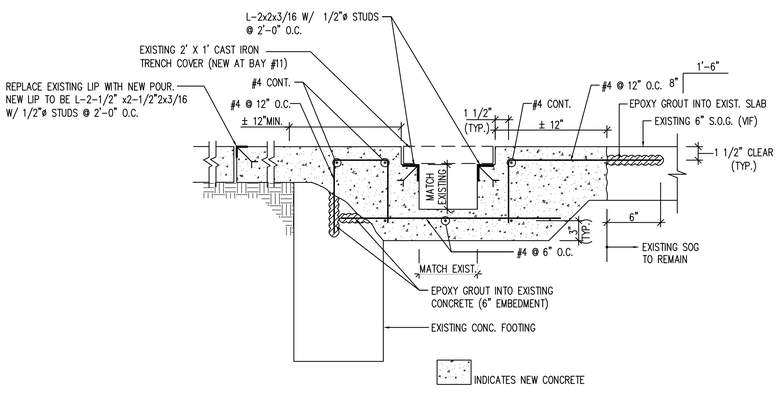
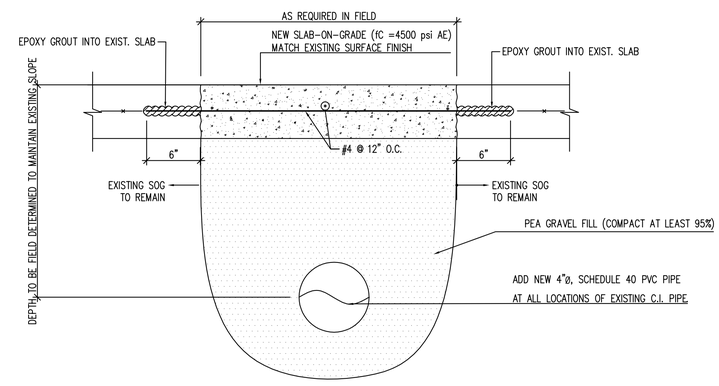
Sheet Number **AS101**

STATE OF MARYLAND PROFESSIONAL ENGINEER No. 39557 BARRY BOSE



1 AS101 AS102 **TYPICAL DETAIL AT TRENCH SECTION - NEW WORK**
1-1/2" = 1'-0"



2 AS101 AS102 **TYPICAL DETAIL AT DRAIN PIPE INSTALLATION and CONCRETE REFILL - NEW WORK**
1-1/2" = 1'-0"

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Drawing Title
STRUCTURAL DETAILS

Phase
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Checked By

PROFESSIONAL ENGINEER No. 39957 STATE OF MARYLAND BALTIMORE

Sheet Number
AS 102

PIPING SYMBOLS

CW	NEW DOMESTIC COLD WATER (CW)
HW	NEW DOMESTIC HOT WATER (HW)
HWR	NEW DOMESTIC HOT WATER RETURN (HWR)
	NEW SANITARY PIPE (SAN)
	NEW VENT PIPE (V)
G	NEW NATURAL GAS PIPE
P	PROPANE GAS PIPE
O	FUEL OIL PIPE
TP	TRAP PRIMER PIPE
	NEW SHUT-OFF VALVE
	DEMOLITION PIPE
CW	EXISTING DOMESTIC COLD WATER (CW)
HW	EXISTING DOMESTIC HOT WATER (HW)
HWR	EXISTING DOMESTIC HOT WATER RETURN (HWR)
	NEW SANITARY PIPE (SAN)
	NEW VENT PIPE (V)
	EXISTING SHUT-OFF VALVE

GENERAL SYMBOLS

	CONNECT NEW TO EXISTING
	POINT OF DISCONNECT
	ELBOW DOWN
	ELBOW UP
	TOP CONNECTION, 45° OR 90°
	SHUT OFF VALVE
	GAS SHUT OFF VALVE
	BOTTOM CONNECTION, 45° OR 90°
	SIDE CONNECTION
	RISE OR DROP IN PIPE
	UNION
	CHECK VALVE
	BALANCING VALVE
	HOSE BIBB
	WALL HYDRANT
BFPR	BACKFLOW PREVENTER
TP	TRAP PRIMER
	SHOCK ARRESTOR
CO	CLEAN-OUT

ABBREVIATIONS

AP	ACCESS PANEL
ABV	ABOVE
AFF	ABOVE FINISH FLOOR
BEL	BELOW
BFPR	BACKFLOW PREVENTER
BV	BALANCING VALVE
CLG	CEILING
CO	CLEANOUT
(E)	EXISTING
FCO	FLOOR CLEANOUT
FD	FLOOR DRAIN
DHWT	DOMESTIC HOT WATER TANK
HB	HOSE BIBB
OHB	OPEN HUB DRAIN
SP	SOIL PIPE
SS	SOIL STACK
TP	TRAP PRIMER
V	VENT
VP	VENT PIPE
VS	VENT STACK
VTR	VENT THRU ROOF
NG	NATURAL GAS PIPE
LP	LIQUID PROPANE PIPE

PLUMBING GENERAL NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR VISITING THE SITE AND VERIFYING ALL EXISTING FIELD CONDITIONS PRIOR TO SUBMISSION OF HIS BID.
2. CONTRACTOR IS RESPONSIBLE FOR COORDINATING HIS WORK WITH THE WORK OF ALL OTHER TRADES AND MAKING ANY NECESSARY MODIFICATIONS TO HIS WORK AT NO ADDITIONAL COST, INCLUDING ALL OFFSETS.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR RELOCATION OF ANY EXISTING MINOR INTERFERENCE'S, INCLUDING CONDUIT, HANGERS, ETC., AT NO ADDITIONAL COST.
4. CONTRACTOR SHALL REMOVE EXISTING EQUIPMENT AND MATERIALS PERTAINING TO HIS CONTRACT AS SPECIFIED OR AS REQUIRED WHETHER SHOWN ON THE DRAWINGS OR NOT, TO PREPARE FOR THE NEW WORK.
5. ALL WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH LOCAL CODES. THESE CODES SHALL BE FOLLOWED AS MINIMUM PROVIDING HIGHER GRADES OF MATERIAL AND WORKMANSHIP WHERE REQUIRED BY THESE DOCUMENTS. PROVIDE ALL TESTS REQUIRED BY LOCAL CODES.
6. CITY OF GAITHERSBURG WILL REIMBURSE ALL PERMITTING FEES TO THE CONTRACTOR.
7. SUBMIT ASSEMBLED PRINTED INSTRUCTIONS FOR THE OPERATION AND MAINTENANCE OF EACH ITEM INSTALLED ALONG WITH EQUIPMENT CUTS AND CONTROL WIRING DIAGRAMS.
8. SUBMIT COORDINATED SHOP DRAWINGS FOR REVIEW. THE SHOP DRAWINGS SHALL INDICATE WORK OF OTHER TRADES AND MUST BE SUBMITTED PRIOR TO FABRICATION AND INSTALLATION.
9. SUBMIT EQUIPMENT SPECIFICATIONS FOR REVIEW BEFORE PURCHASE.
10. CONTRACTOR SHALL GUARANTEE ALL WORK AND MATERIAL FOR ONE YEAR AFTER COMPLETION AGAINST ALL DEFECTS OF MATERIAL, EQUIPMENT AND WORKMANSHIP.
11. PROVIDE COMPETENT OPERATING TECHNICIAN TO INSTRUCT THE OWNER IN THE OPERATION AND MAINTENANCE OF THE INSTALLED EQUIPMENT.
12. PROVIDE ACCESS PANELS FOR ALL VALVES OR ANY PIECE OF EQUIPMENT WHEN NECESSARY TO LOCATE ABOVE NON-ACCESSIBLE CEILINGS. SUBJECT TO THE APPROVAL OF THE ARCHITECT. NO EQUIPMENT SHALL BE LOCATED DIRECTLY ABOVE WALLS.
13. PROVIDE ALL HOLES, SLEEVES AND CAULKING FOR INSTALLATION OF THIS WORK. CAULKING TO CONFORM TO FIRE RATING OF WALLS.
14. PIPING SHALL BE ABOVE CEILING AND CLEAR ANY EXISTING PIPING, LIGHTING FIXTURES, DUCTS, ETC.
15. RUN NEW WASTE PIPES AS CLOSE AS POSSIBLE TO UNDERSIDE OF FLOOR SLAB AND VENT PIPING AS CLOSE AS POSSIBLE TO SLAB ABOVE.
16. CONTRACTOR SHALL SUBMIT SKETCH TO THE STRUCTURAL ENGINEER FOR APPROVAL, PRIOR TO MAKING REQUIRED BEAM PENETRATIONS.
17. DISRUPTION OF ANY EXISTING SERVICE SHALL BE COORDINATED WITH THE OWNER AND SHALL BE PERFORMED AT A TIME AND MANNER SO AS TO CAUSE THE OWNER A MINIMUM OF INCONVENIENCE.
18. FOR EXACT LOCATION OF PLUMBING FIXTURES, REFER TO ARCHITECTURAL PLANS AND ELEVATIONS.
19. SIZES AND ROUTING OF EXISTING PIPING ARE BASED ON AS-BUILT DRAWINGS PROVIDES BY CITY OF GAITHERSBURG. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS AND SHALL REPORT CONSISTENCY TO AE PRIOR TO START OF WORK.
20. CONTRACTOR SHALL LOCATE NEW SANITARY (2%SLOPE) AND VENT PIPING TO GREASE INTERCEPTOR TO ENSURE THAT THE INVERT OF EXISTING PIPING (THAT NEED TO BE CONNECTED) ARE MAINTAINED.

EXAMINATION OF EXISTING CONDITIONS:

1. PRIOR TO BID VISIT AND CAREFULLY EXAMINE THOSE PORTIONS OF THE PRESENT BUILDING AFFECTED BY THIS WORK SO AS TO BECOME FAMILIAR WITH EXISTING CONDITIONS AND DIFFICULTIES THAT WILL ATTEND THE EXECUTION OF THE WORK BEFORE SUBMITTING PROPOSALS.
2. SUBMISSION OF A PROPOSAL WILL BE CONSTRUCTED AS EVIDENCE THAT SUCH EXAMINATION HAS BEEN MADE AND LATER CLAIMS FOR LABOR, EQUIPMENT OR MATERIALS REQUIRED BECAUSE DIFFICULTIES ENCOUNTERED, WHICH COULD, HAVE BEEN FORESEEN HAD SUCH AN EXAMINATION HAD BEEN MADE, WILL NOT BE RECOGNIZED.

CONNECTION TO EXISTING WORK:

1. PLAN INSTALLATION OF NEW WORK AND CONNECTIONS TO EXISTING WORK TO INSURE MINIMUM INTERFERENCE WITH REGULAR OPERATION OF EXISTING FACILITIES.
2. SUBMIT TO THE OWNER FOR APPROVAL, DATE SCHEDULE OF NECESSARY TEMPORARY SHUT-DOWN OF EXISTING SERVICES. ALL SHUT-DOWNS SHALL BE MADE AT SUCH TIMES AS WILL NOT INTERFERE WITH REGULAR OPERATING OF EXISTING FACILITIES AND ONLY AFTER WRITTEN APPROVAL OF OWNER.
3. TO INSURE CONTINUOUS OPERATION, MAKE NECESSARY TEMPORARY CONNECTIONS BETWEEN NEW AND EXISTING WORK.
4. CONNECT NEW WORK TO EXISTING WORK IN A NEAT AND APPROVED MANNER. RESTORE EXISTING WORK DISTURBED TO ORIGINAL CONDITION.

PLUMBING GENERAL NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR VISITING THE SITE AND VERIFYING ALL EXISTING FIELD CONDITIONS PRIOR TO SUBMISSION OF HIS BID.

2. CONTRACTOR IS RESPONSIBLE FOR COORDINATING HIS WORK WITH THE WORK OF ALL OTHER TRADES AND MAKING ANY NECESSARY MODIFICATIONS TO HIS WORK AT NO ADDITIONAL COST, INCLUDING ALL OFFSETS.

3. CONTRACTOR SHALL BE RESPONSIBLE FOR RELOCATION OF ANY EXISTING MINOR INTERFERENCE'S, INCLUDING CONDUIT, HANGERS, ETC.,, AT NO ADDITIONAL COST.

4. CONTRACTOR SHALL REMOVE EXISTING EQUIPMENT AND MATERIALS PERTAINING TO HIS CONTRACT AS SPECIFIED OR AS REQUIRED WHETHER SHOWN ON THE DRAWINGS OR NOT, TO PREPARE FOR THE NEW WORK.

5. ALL WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH LOCAL CODES. THESE CODES SHALL BE FOLLOWED AS MINIMUM PROVIDING HIGHER GRADES OF MATERIAL AND WORKMANSHIP WHERE REQUIRED BY THESE DOCUMENTS. PROVIDE ALL TESTS REQUIRED BY LOCAL CODES.

6. ALL PERMITS, FEES, LICENSES, APPROVALS AND OTHER ARRANGEMENTS FOR WORK SHALL BE OBTAINED BY THE CONTRACTOR AT HIS OWN EXPENSE. CITY WILL COVER ALL COST ASSOCIATED WITH CITY ISSUED PERMIT. CONTRACTOR WILL OBTAIN.

7. SUBMIT ASSEMBLED PRINTED INSTRUCTIONS FOR THE OPERATION AND MAINTENANCE OF EACH ITEM INSTALLED ALONG WITH EQUIPMENT CUTS AND CONTROL WIRING DIAGRAMS.

8. SUBMIT COORDINATED SHOP DRAWINGS FOR REVIEW. THE SHOP DRAWINGS SHALL INDICATE WORK OF OTHER TRADES AND MUST BE SUBMITTED PRIOR TO FABRICATION AND INSTALLATION.

9. SUBMIT EQUIPMENT SPECIFICATIONS FOR REVIEW BEFORE PURCHASE.

10. CONTRACTOR SHALL GUARANTEE ALL WORK AND MATERIAL FOR ONE YEAR AFTER COMPLETION AGAINST ALL DEFECTS OF MATERIAL, EQUIPMENT AND WORKMANSHIP.

11. PROVIDE COMPETENT OPERATING TECHNICIAN TO INSTRUCT THE OWNER IN THE OPERATION AND MAINTENANCE OF THE INSTALLED EQUIPMENT.

12. PROVIDE ACCESS PANELS FOR ALL VALVES OR ANY PIECE OF EQUIPMENT WHEN NECESSARY TO LOCATE ABOVE NON-ACCESSIBLE CEILINGS. SUBJECT TO THE APPROVAL OF THE ARCHITECT. NO EQUIPMENT SHALL BE LOCATED DIRECTLY ABOVE WALLS.

13. PROVIDE ALL HOLES, SLEEVES AND CAULKING FOR INSTALLATION OF THIS WORK. CAULKING TO CONFORM TO FIRE RATING OF WALLS.

14. PIPING SHALL BE ABOVE CEILING AND CLEAR ANY EXISTING PIPING, LIGHTING FIXTURES, DUCTS, ETC.

15. RUN NEW WASTE PIPES AS CLOSE AS POSSIBLE TO UNDERSIDE OF FLOOR SLAB AND VENT PIPING AS CLOSE AS POSSIBLE TO SLAB ABOVE.

16. CONTRACTOR SHALL SUBMIT SKETCH TO THE STRUCTURAL ENGINEER FOR APPROVAL, PRIOR TO MAKING REQUIRED BEAM PENETRATIONS.

17. DISRUPTION OF ANY EXISTING SERVICE SHALL BE COORDINATED WITH THE OWNER AND SHALL BE PERFORMED AT A TIME AND MANNER SO AS TO CAUSE THE OWNER A MINIMUM OF INCONVENIENCE.

18. FOR EXACT LOCATION OF PLUMBING EQUIPMENTS, REFER TO ARCHITECTURAL PLANS AND ELEVATIONS.

19. SIZES AND ROUTING OF EXISTING PIPING ARE BASED ON AS-BUILT DRAWINGS PROVIDES BY CITY OF GAITHERSBURG. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS AND SHALL REPORT CONSISTENCY TO ARCHITECT/ENGINEER PRIOR TO START OF WORK.

20. PLUMBING MATERIALS AND ACCESSORIES:

A. SUSPENDED WASTE AND VENT PIPING, SHALL BE SCH 80 PVC.

B. IN ALL CASES WHERE COPPER PIPE CONNECTIONS ARE MADE TO PIPING OR ANY ITEMS OF EQUIPMENT OF DISSIMILAR METAL, PROVIDE DIELECTRIC FITTINGS.

E. PROVIDE ALL PIPING WITH APPROPRIATE LABELS WITH DIRECTIONAL ARROW AND CONTENT.

21. PLUMBING FIXTURES:

A. FURNISH AND INSTALL PLUMBING FIXTURES AS INDICATED. FIXTURES TO BE FIRST QUALITY, CONNECTED, CLEANED AND READY FOR USE. PIPING TO BE PROPERLY SECURED TO WALLS AND STUDS.

22. HANGERS:

A. PIPE HANGERS TO BE AS REQUESTED. PROVIDE WITH SADDLES AND/OR SHIELDS AS REQUIRED.

23. THE PLUMBING DRAWINGS ARE DIAGRAMMATIC AND DO NOT NECESSARILY SHOW ALL VALVES, FITTINGS, TRAPS, CONTROL DEVICE METHODS.

24. PLUMBING FIXTURES

A. TRENCH DRAIN (TD-1)

WATTS DRAIN PRODUCT FD-200-K ON GRADE EPOXY COATED CAST IRON FLOOR DRAIN WITH ANCHOR FLANGE, WEEP-HOLES, ADJUSTABLE NICKEL BRONZE DOME STRAINER AND NO HUB OUTLET.

B. CLEAN-OUT (CO-1)

WATTS DRAINAGE CO-200-RX EPOXY COATED CAST IRON FLOOR CLEAN-OUT WITH 5" ROUND ADJUSTABLE GASKETED HEAVY DUTY NICKEL BRONZE TOP, REMOVABLE GAS TIGHT GASKETED BRASS CLEAN-OUT PLUG, AND NO HUB OUTLET

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Expiration date 03.19.2017

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No.	Description	Date

Revisions

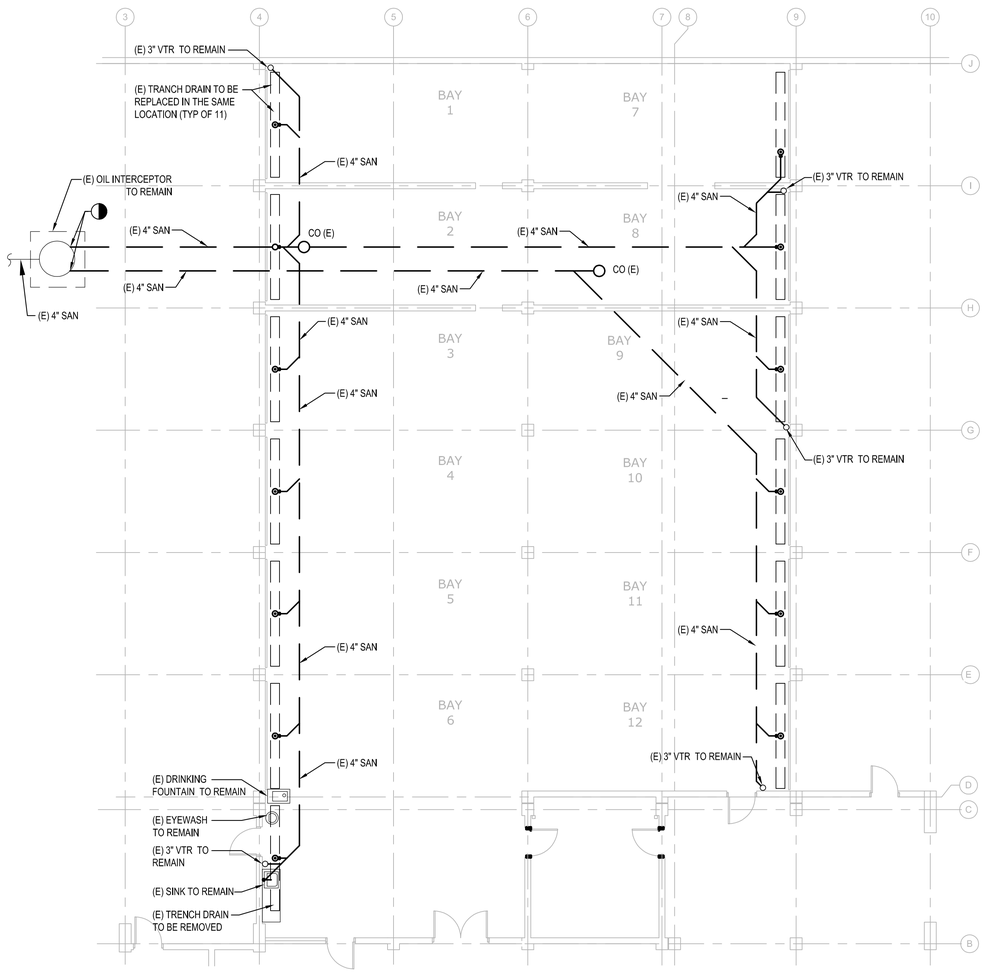
Drawing Title
PLUMBING GENERAL NOTES, ABBREVIATIONS AND SYMBOLS

Phase
☐ CONCEPT ☐ 40% ☐ 90% ■ 100%

A/E Project Number 12-0009.17
Date 07.20.2015
Drawing Scale: AS NOTED
CADD Filename Revit Model
CADD Plot Scale 1:1
Drawn By RP
Checked By AK
Sheet Number P001

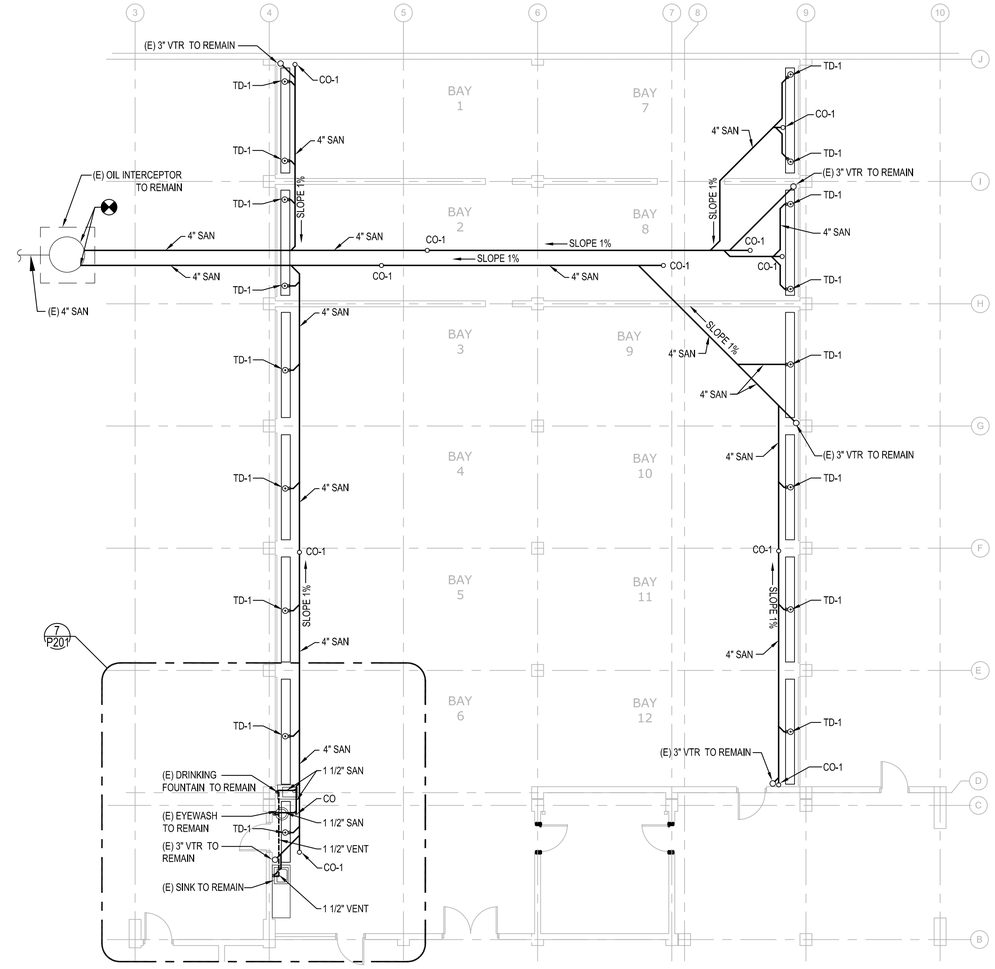
STATE OF MARYLAND · ALOK KUMAR · No. 24152 · PROFESSIONAL ENGINEER

NOTE:
LAYOUT OF EXISTING UNDERGROUND PIPES IS SHOWN FOR REFERENCE ONLY. THE CONTRACTOR SHALL FIELD VERIFY AND CONFIRM THE ACTUAL LAYOUT. THE CONTRACTOR SHALL BE RESPONSIBLE TO SURVEY ALL OTHER EXISTING UNDERGROUND UTILITY LINES IN THE AREA OF WORK, AND PREVENT ANY UNWANTED DAMAGE TO EXISTING LINES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REPAIR TO THE OWNER'S SATISFACTION SHOULD ANY DAMAGE OCCUR.

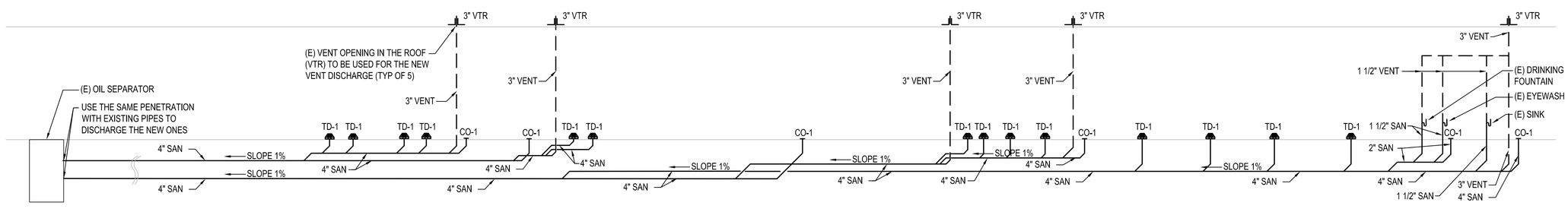


1 P101 FIRST FLOOR - SANITARY DEMOLITION WORK PLAN
1/8"=1'-0"

NOTE:
REPLACE ALL EXISTING (CAST IRON AND PVC) UNDERGROUND PIPES AND FITTINGS CONNECTING TRENCH DRAINS, WITH NEW SCHEDULE 40, 4"ø PVC PIPES, ALL THE WAY UP TO THE OIL SEPARATOR MANHOLE OUTSIDE THE BUILDING AS IS INDICATED IN THE NEW PLUMBING PLAN



2 P101 FIRST FLOOR - SANITARY NEW WORK PLAN
1/8"=1'-0"



3 P101 SANITARY DRAIN RISER DIAGRAM
1/8"=1'-0"

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Meyer Consulting Engineers

No.	Description	Date

Revisions

Drawing Title
PLUMBING DEMOLITION AND NEW WORK PLAN

Phase
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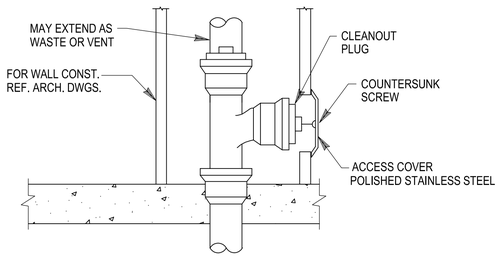
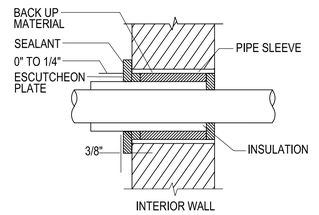
A/E Project Number 12-0009.17
Date 07.20.2015
Drawing Scale: AS NOTED
CADD Filename Revit Model
CADD Plot Scale 1:1
Drawn By RP
Checked By AK

STATE OF MARYLAND ALOK KUMAR No. 24152 PROFESSIONAL ENGINEER

Sheet Number
P101

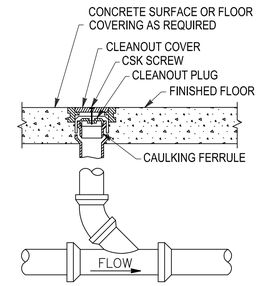


1 WALL CLEANOUT DETAIL
NTS



PROVIDE FIRE STOPPING FOR FIRE RATED WALLS AS REQUIRED TO MAINTAIN RATING

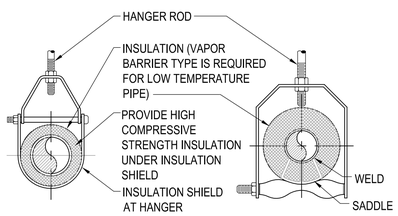
2 WALL PENETRATION DETAIL
NTS

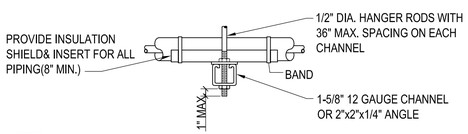


3 FLOOR CLEANOUT DETAIL
NTS

PLUMBING FIXTURE SCHEDULE

MARK	FIXTURE	WASTE	VENT	CW	HW	REMARKS
TD-1	TRENCH DRAIN	4"	-	-	-	FLOOR DRAIN WITH ANCHOR FLANGE AND ADJUSTABLE NICKEL BRONZE DOME STRAINER. WATTS MODEL FD-200K OR EQUAL
CO-1	FLOOR CLEAN OUT	4"	-	-	-	FLOOR CLEAN-OUT WITH HEAVY DUTY ROUND TOP. wATTS MODEL CO-200-RX OR EQUAL

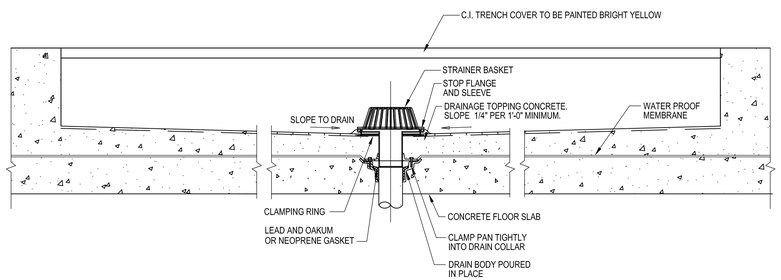




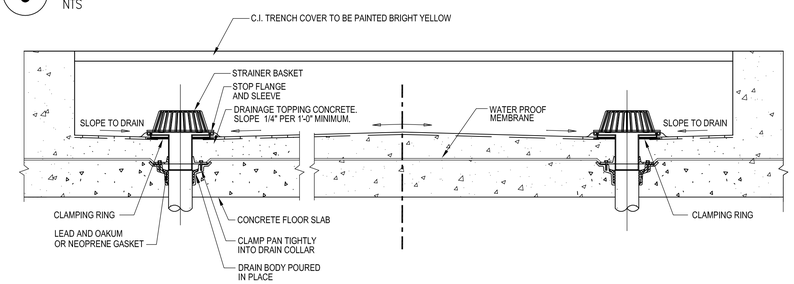
NOTES:
SEE SPECIFER FOR DETAILED HANGER REQUIREMENTS

SIDE VIEW TRAPEZE HANGER FOR UP TO 1000 LB. UNIFORM LOAD

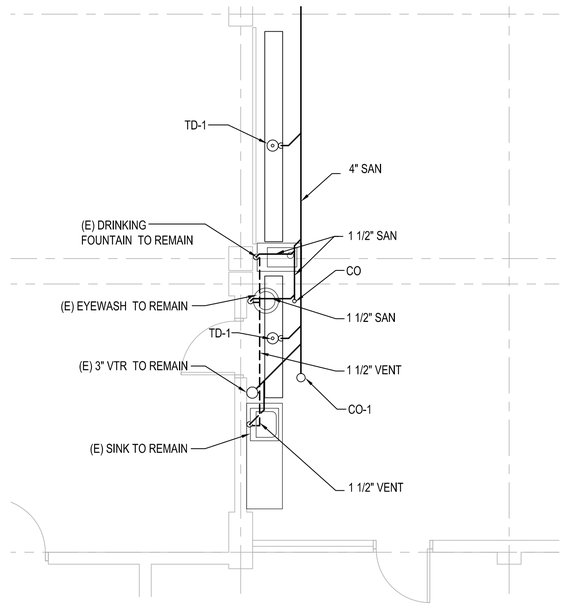
4 PIPE HANGER DETAIL
NTS



5 TRENCH DRAIN DETAIL - 1 DRAIN BAY, TYP.
NTS



6 TRENCH DRAIN DETAIL - 2 DRAINS BAY, TYP.
NTS



7 ENLARGED PLAN - SANITARY DRAIN AT KITCHENETTE
1/4"=1'-0"

Gaithersburg
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DPW Vehicle Bay Drain Repair

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Professional Certification.
I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland. License number 24152,
Expiration date 03.19.2017

Meyer Consulting Engineers

No.	Description	Date

Revisions

Drawing Title
PLUMBING DETAILS

Phase
☐ CONCEPT ☐ 40% ☐ 90% ■ 100%

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