



*Gaithersburg*  
A CHARACTER COUNTS! CITY

# City of Gaithersburg

31 South Summit Avenue, Gaithersburg, Maryland 20877

## REQUEST FOR BIDS

No. 2017-002

### CITY OF GAITHERSBURG MINIATURE GOLF PARK OFFICE BUILDING RENOVATION

**Solicitation Issued:** July 25, 2016

**Bid Submissions Due:** August 26, 2016      **Time:** 11:00 AM

**Submissions Received By:** Sunil Prithviraj, Capital Projects Program Manager  
City of Gaithersburg  
Department of Public Works  
800 Rabbitt Road  
Gaithersburg, Maryland 20878

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## SECTION 1: Definitions

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**Bid Proposal:** “Bid Proposal” means the offer 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>.

**Project Manager:** “Project Manager” means the City employee assigned to the Contract and Project.

**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**

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### **2.1. INTRODUCTION**

A. The City is accepting sealed bid proposals to hire a qualified contractor to renovate the Miniature Golf Park office building at Bohrer Park, which is located at 514 South Frederick Avenue, Gaithersburg, Maryland 20877 ("Facility").

**B. All work under the Contract shall be performed in accordance with the Master Specifications, Proposed Design Drawings, and Product Information Sheets (collectively "Plans and Specifications"), all of which are incorporated herein and available for download from the Procurement Webpage.**

### **2.2. CITY PROFILE**

Gaithersburg is among the largest cities in the State of Maryland, with a population in excess of 67,000, occupying more than 10 square miles within Montgomery County. The City provides many services including police protection, licensing and permitting, building inspections, recreation and cultural activities, street maintenance, recycling collection, stormwater management, housing and community development, and snow removal.

The City operates under the council-manager form of municipal government, with the City Manager being appointed by the City Council. The Mayor and City Council are elected to staggered four-year terms; the Mayor serves as Council President. Gaithersburg became a CHARACTER COUNTS! City in 1996. This national ethics education program is based on six pillars of character that people of all cultures, races and religious affiliations can embrace. The pillars include respect, responsibility, fairness, caring, trustworthiness and citizenship.

### **2.3. CITY'S LIABILITY**

This is a Solicitation only and 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 and/or travel costs related to such response. All Bid Proposals submitted to and accepted by the City shall become the exclusive property of the City and shall not be returned. The City reserves the right to reject any or all Bid Proposals in full or in part and/or to waive any technicalities and/or informalities as may best 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.

### **2.4. AUTHORITY TO DISTRIBUTE SOLICITATION DOCUMENTS**

The City is the sole entity with the authority to issue and/or distribute any Solicitation Documents and/or information related thereto. 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.

### **2.5. 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.

**2.6. 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. Any and all verbal statements and/or answers to questions relative to this Solicitation shall not be considered binding, valid or enforceable.

**2.7. 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.

**2.8. ADA REQUIREMENTS**

Individuals with a disability, who would like to receive the information in this Solicitation in another form, may contact the City's Procurement Manager by phone at 301-258-6320 or by email at wrhodes@gaitthersburgmd.gov.

**~ END OF SECTION 2 ~**

## **SECTION 3: Solicitation Schedule and Information**

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### **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 may best 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. Unless otherwise specified, all references herein to times of day shall be Eastern Time (daylight or standard, as applicable).

<b>EVENT</b>	<b>DATE</b>	<b>TIME</b>
<b>A. Solicitation Issued:</b>	<b>July 25, 2016</b>	<b>N/A</b>
<b>B. Pre-Bid Proposal Meeting/Site Visit:</b> <i>See Subsection 3.2 for additional information</i>	<b>August 9, 2016</b>	<b>at 11:00AM</b>
<b>C. Bidder Questions Due in Writing:</b> <i>See Subsection 3.3 for additional information</i>	<b>August 15, 2016</b>	<b>by 3:00PM</b>
<b>D. City's Answers to Questions Issued:</b> <i>See Subsection 3.4 for additional information</i>	<b>August 19, 2016</b>	<b>by 5:00PM</b>
<b>E. Submission Deadline:</b> <i>See Subsection 4.2 for additional information</i>	<b>August 26, 2016</b>	<b>by 11:00AM</b>
<b>F. Public Bid Opening:</b> <i>See Subsection 4.2 for additional information</i>	<b>August 26, 2016</b>	<b>at 11:05AM</b>

### **3.2. PRE-BID PROPOSAL MEETING AND SITE VISIT**

A. There will be a Pre-Bid Proposal Meeting ("Pre-Bid Meeting") at the following location on the date and time specified in the Solicitation Schedule:

City of Gaithersburg  
Activity Center  
506 South Frederick Avenue  
Gaithersburg, Maryland 20877

B. Attendance of the Pre-Bid Meeting is not mandatory but is strongly encouraged. The purpose of the Pre-Bid Meeting 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.

### **3.3. SUBMISSION OF BIDDER QUESTIONS**

All questions regarding this Solicitation: (i) shall be submitted by email to Sunil Prithviraj, Capital Projects Program Manager, at sprithviraj@gaitthersburgmd.gov; and (ii) shall be received by the date and time specified in the Solicitation Schedule. The City maintains the right to deny any and all questions not received in compliance with this paragraph 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, organized into sections as follows:

#### **A. Business Profile**

This section of the Bid Proposal relates to the Bidder's business profile and shall include the following (not to exceed one page):

- Legal name of the business and, if applicable, the trade name of the business;
- Type of business (i.e. corporation, limited liability corporation or company, partnership, etc.);
- State where this business is domiciled (formed);
- Location of the principle office and any and all branch office(s) for the business;
- Principle nature of the business; and
- Geographical area(s) the business services.

#### **B. Capabilities and Qualifications**

This section of the Bid Proposal shall describe the capabilities and qualifications of the Bidder to provide the Services (not to exceed two pages). The Bidder shall have a minimum of five (5) years of experience providing services similar in scope and size to the Services under this Solicitation.

#### **C. Safety and Quality Control Programs**

This section of the Bid Proposal relates to the Bidder's safety and quality control programs for the work specified in this Solicitation, and shall include and describe the following (not to exceed three pages):

- Site safety measures
- Proposed project team and their responsibilities (specific to this Solicitation)
- Construction quality control measures
- Staff safety programs
- Project progress communication plans
- Project closeout procedures

#### **D. Financial Wellness**

This section of the Bid Proposal relates to the financial wellness of the business and shall include a notarized certified letter of recommendation from a financial institution that attests to whether the Bidder is financially responsible to provide the Services.

**E. References**

This section of the Bid Proposal shall include the contact information for a minimum of three (3) customers that the Bidder wishes to provide as a reference. References shall be for projects completed by the Bidder within the last five (5) years that were similar in size and scope to the Services under this Solicitation. For each reference, the Bidder shall provide a company's name and address, a company representative's name, telephone number and e-mail address, and a description of the services provided, including scope and size.

**F. Subcontractors**

This section of the Bid Proposal shall include a separate response to the evaluation criteria for any and all subcontractors hired by the Bidder to provide any of the Services under this Solicitation.

**G. Construction Plan**

This section of the Bid Proposal shall include a projected project schedule, schedule of values, and construction progress reporting methods.

**H. Key Personnel**

This section of the Bid Proposal shall include all key personnel and their qualifications for the project specified in this Solicitation, which shall include (but is not limited to):

- ↳ Project Manager
- ↳ Superintendent
- ↳ Administrative staff

**I. Forms and Documents**

This section of the Bid Proposal shall include the forms shown below, all of which 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. Forms I-V are incorporated herein and attached hereto as Attachment A.

- I. Addendum and Amendment Acknowledgement Form
- II. Affidavit of Qualification to Bid
- III. Bid Proposal Submission Certification
- IV. Conflict of Interest Certification
- V. Litigation and Lien Information
- VI. Executed Bid Bond

**J. Bid Price**

This section of the Bid Proposal shall include the following:

- I. A Completed Bid Proposal Price Sheet (included in Attachment A hereto) signed by a person authorized to bind the Bidder to its Bid Proposal.
- II. Complete and detailed bid estimate worksheets, including, Construction Specifications Institute (CSI) Master Format division line item estimate sheets showing how the summary totals were developed

**Note:** Bid evaluation will be based on the lowest provided price-sum that is responsible and technically acceptable.

**4.2. BID PROPOSAL SUBMISSION**

The Bidder shall submit complete sets of its Bid Proposal in a sealed package (“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 and one (1) identical paper copy thereof. 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. One (1) identical digital copy of the original paper Bid Proposal on a compact disc or flash drive. The digital copy shall be a single file in Portable Document Format (PDF)
- B. The following information shall be 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 submitted by the Submission Deadline and to the person and location shown below. Bid Proposals shall also be publicly opened and read aloud at the same location, date and time specified in the Solicitation Schedule.

Sunil Prithviraj, Capital Projects Program Manager  
City of Gaithersburg  
Department of Public Works  
800 Rabbitt Road  
Gaithersburg, Maryland 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. No partial Bid Proposals will be accepted or reviewed.
- G. Any and all Bid Proposals not submitted in compliance with any of the provisions herein may be rejected as non-responsive and be removed from consideration.

**~ END OF SECTION 4 ~**

## **SECTION 5: General Terms and Conditions**

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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. Any and all written communication not posted on the Procurement Webpage relative to this Solicitation, shall not be considered binding, 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. The City reserves the right to award the Contract to multiple Bidders and/or to award the Contract 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 the Contract to the Responsible Bidder that submitted the next Lowest Responsive Bid Proposal, or to 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 person and location specified in Section 4.2 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. RETURN OF BID BONDS**

In the event a bid bond is required under this Solicitation, all such bonds 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.

**5.14. 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.

**5.15. 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.

**5.16. 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.

**5.17. USE OF BROKER**

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.

**5.18. ASSIGNMENT OF THE CONTRACT**

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

**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.
- 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. 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>.

**5.23. 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.

**5.24. 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 materials used under the Contract. In no event shall the Contractor encumber any such materials with any lien of any kind or offer such materials as collateral in any transaction whatsoever. The Contractor shall, upon completion of the Services, provide the City with a Release of Liens from any and all subcontractors and/or other suppliers.

**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. NONEXCLUSIVE**

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

**5.34. OWNERSHIP OF MATERIALS**

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

**5.35. PATENTS**

- A. Whenever any article, material, appliance, process composition, means or things called for by the specifications (“Materials”) under this Solicitation is covered by Letters of Patent, the Contractor shall secure, prior to using or employing such Materials, the assent in writing of the owner or licensee of such Letters of Patent and file the same with the City.
- B. The Contractor shall defend, at its own expense, and pay the cost and damages awarded in any action brought against the City based on an allegation that the Materials provided by the Contractor infringe on any patent, copyright, license or trade secret. In the event that an injunction shall be obtained against the City’s use of the Materials by reason of infringement of any patent, copyright, license or trade secret, the Contractor shall, at its own expense, procure for the City the right to continue using the Materials or replace or modify the same so that it becomes non-infringing.

**5.36. PAYMENT TERMS, TAXES AND INVOICES**

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

**A. Payment Terms**

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

**B. Taxes**

The City is exempt from sales and use taxes. The Contractor shall exclude such taxes from all forms of requests for payments issued to the City; the City shall not be liable for or pay or reimburse the Contractor for any such taxes. A copy of the City’s Sales and Use Tax Exemption Certificate is provided below.



**C. Invoices**

Original invoices shall include at a minimum, the Contractor's name, address, telephone and fax numbers, and if applicable, email address and corresponding purchase order number. Invoices shall be submitted to: City of Gaithersburg, Accounts Payable Division, 31 S. Summit Ave, Gaithersburg, Maryland 20877.

**5.37. RECORDS**

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. 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**

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

**B. Termination for Convenience**

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

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### 6.1. BONDS

- A. 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. The bond shall include a certified copy of the Power of Attorney of the attorney-in-fact that executed the bond.
- B. 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 payment bond and executed performance bond, both of which shall: (i) be in an amount equal to one hundred percent (100%) of the total Contract sum; (ii) bear the same effective dates; (ii) be executed prior to the effective date of the Contract and not expire prior to the end of the term of the Contract; and (iii) include a certified copy of the Power of Attorney of the attorney-in-fact that executed the bond.
- C. Each bond shall be executed in accordance with and subject to the following:
- I. The bonding entity shall: (i) 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; (ii) maintain a rating of A-minus (A-) or better with A.M. Best; and (iii) 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 bond.
- II. The bond shall include provisions 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 obligee designated by attached rider, together with their heirs, administrators, executors, successors and assigns. No other party, person or entity shall have any rights against this Surety.*
  - **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.*

## **6.2. INSURANCE**

- A. The Contractor shall, at all times during the term of the Contract, carry and maintain in full force and effect, 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. Comprehensive 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. The City shall be named as an additional insured under the comprehensive commercial general liability policy, and shall receive at least thirty (30) days written notice of any cancellation or adverse material change in that policy, such that any 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. Prior to the execution of the Contract, the Contractor shall provide the City with a certificate of insurance, which shall: (i) evidence the above policies; (ii) name the City as additional insured with respect to the comprehensive commercial general liability insurance policy only; and (iii) 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.
- D. The Contractor 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**

- A. Payments under the Contract shall be made: (i) in installments based on the completion milestones, to be later determined and agreed upon in writing between the City and the Contractor; and (ii) following the receipt of undisputed proper invoices for the same, which are issued in accordance with the provisions for retainage herein below and Section 5.36 (Payment Terms, Taxes and Invoices) of this Solicitation.
- B. On each invoice submitted to the City for payment using AIA document G702, the Contractor shall deduct five percent (5%) of the total respective invoice amount as retainage. In the event the Contractor fails to deduct such retainage from any invoice, the City shall deduct the retainage. The Contractor shall be paid the total amount of deducted retainage as follows; 3% of the retainage shall be paid after project acceptance by the City and reminder 2% shall be paid after the initial Contractor's warranty period.

#### 6.4. **PROJECT CONDITIONS**

##### **A. Key Personnel**

The Contractor shall utilize the personnel named in its Bid Proposal (collectively “Key Personnel”); the replacement or substitution Key Personnel who meets requirements set forth in Section 6.4.D will be permitted with the prior written approval of the Project Manager.

##### **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 (“NTP”), after which the Contractor shall start site work, and the Facility will be available for the construction after October 9, 2016. The Contractor shall complete the Services within Ninety (90) calendar days thereafter (“Completion Date”) but no later than April 14, 2017.

##### **C. Schedule of Services**

The Services shall be performed in accordance with the City’s noise ordinance and subject to the following:

- I. Site is available for construction after the Facility is closed for the season, which is October 9, 2016.
- II. Work performed on City observed holidays shall only be permitted with the prior written approval. The Contractor shall submit in writing to the project Manager seven (7) calendar days prior to starting weekends or holidays work and get a written approval prior to scheduling the work.
- III. The Contractor will be fully responsible for securing the Facility and work zone during construction period as specified in the Plans and Specifications”, which are available for download from the Procurement Webpage..

##### **D. Project Supervision**

The Contractor shall have a full-time supervisor present at the Facility at all times the work is being performed. This supervisor shall have a minimum of five (5) years of experience providing services similar to the Services hereunder. Upon request, the Contractor shall submit a résumé to the Project Manager for review and approval. The résumé shall include the education and experience of the supervisor. The Contractor shall only assign a supervisor to the project once it receives written approval by the Project Manager.

##### **E. Site Safety and Use of Premises**

At all times while providing the Services under the Contract, the Contractor shall:

- I. Enforce suitable rules and provide any and all guards, signs, fences, dust barriers and/or protective devices required for the safe completion the Services as specified in the Plans and Specifications.
- II. Confine operations at the Facility to the areas permitted under the Contract (“Work Zone”). Any and all portions of the Work Zone outside of these areas shall not to be disturbed as specified in the Plans and Specifications.

- III. Conform to any and all Facility rules and regulations affecting the work while providing the Services which will be discussed in pre-construction meeting
- IV. Keep planned egresses outside the Work Zones clear and available to the public during normal Facility operation hours. Unless approved by the Project Manager, 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 Work Zone.
- V. Not unreasonably encumber the site with materials or equipment. Confine any and all storage of materials, and location of storage sheds and dumpster containers to the area within the Work Zone. If additional storage is necessary, obtain and pay for storage off site.
- VI. The Contractor shall not use the City's toilet facilities and shall install portable toilets and maintain sanitary and clean environment.
- VII. Provide temporary erosion and sedimentation control measure, with City's approval, to prevent soil erosion and discharge of soil bearing water runoff or airborne dust to adjacent areas and walkways and verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones as specified in the Plans and Specifications. Inspect, maintain, and repair erosion and sedimentation control measures during construction duration. Remove erosion and sedimentation controls, and restore and stabilize area disturbed during construction. Contractor shall ensure site and/or vegetation is restored to the original condition.

**F. Field Verification and Identification**

Within five (5) days following receipt of the NTP, the Contractor shall verify all conditions and dimensions and report any discrepancies and/or conflicts to the Project Manager. In the event that any conditions and/or dimensions differ significantly from the Contract documents, Contractor shall notify Project Manager in writing in the form of requests for information (RFI), if needed a revision will be issued by the City with sketches and/or revisions to the Contract documents.

**G. Construction Coordination**

The Contractor shall submit a Project Schedule to Project Manager for approval prior to starting any of the work, and shall not begin any such work until the Project Schedule is approved in writing by the City's Project Manager. Each week the Contractor works, it 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 at the Facility;
- ↳ Weekend and/or holidays worked;

- ↳ Work progress;
- ↳ Any and all environmental problems and/or corrections; and
- ↳ Other information such as: special events or occurrences, accidents, recommendations, suggestions, visitors, any major equipment and/or materials received; tests reports, inspections, equipment start-up and check-out; and occupancy.

In addition, the Contractor shall take any and all necessary action required to alert the Project Manager of any and all items which could result in a claim. The Contractor's field supervisor shall meet with Project Manager on a weekly basis to discuss project progress and the Contractor's project team shall also participate in a monthly project progress meeting. The Contractor shall develop an agenda which shall at minimum include base original project schedule, current progress, deviations from the original schedule, submittals and payment, RFI logs for each such meeting, and the Contractor shall prepare meeting minutes for review and acceptance by the City. Meeting schedules will be finalized in pre-construction meeting.

#### **H. Permits and Inspection**

- I. The Contractor shall obtain any and all permits and licenses and coordinate any and all inspections necessary to properly perform the work under the Contract. The City acknowledges and agrees to waive the fee for any permits that are both required by and issued by the City. Architects/Engineers on record submitted building permit application with the City of Gaithersburg for this project, and the Contractor shall submit required trades permits in order for the City to release final building permit. The Contractor shall submit separate Washington Suburban Sanitary Commission (WSSC) permits independent of City permits.
- II. 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.
- III. The Contractor shall be responsible for obtaining the permit from WSSC for all work that falls under WSSC's approving authority. The work subjected to WSSC permitting shall not be performed until the permit is obtained. If the Contractor chooses to proceed without permit, it will be at its own risk. Therefore, the Contractor is advised to incorporate the additional time required for WSSC permit approval in the project schedule.

#### **I. Warranties**

The Contractor acknowledges and agrees to warrant all materials and workmanship under the Contract against any and all defects in materials and/or workmanship, including defects in materials due to workmanship, for a period of one (1) year ("Standard Warranty") from the date of the Project Acceptance Letter, which will be issued in accordance with the provisions for Project Closeout below. If a manufacturer's warranty on materials and equipment exceeds one (1) year, the manufacturer's warranty shall apply after the initial one (1) year. Fifteen (15) days prior to substantial completion, the Contractor shall submit a list of all warranties to the Project Manager

for review and approval (substantial completion is defined as: completion of the work as specified in the Plans and Specifications, and ready use the Facility for intended purposes). As of substantial completion, the Contractor shall furnish the Project Manager with a written Standard Warranty and a list of any and all such manufacturer warranties. Contractor shall coordinate for six (6) and twelve (12) months onsite warranty inspections in writing with the Project Manager.

**J. Project Closeout**

The Contractor shall immediately notify the Project Manager in writing as soon as it completes all of the work under the Contract. Following such notification, the City shall inspect all work to ensure it is completed to its satisfaction and in accordance with the Contract documents. Once the City deems all work to be satisfactorily completed and the Contract requirements are fully satisfied (i.e. warranty documents, final inspections, operation and maintenance manuals, etc.), it will issue the Contractor a Project Acceptance Letter (“Project Acceptance”) and process the payment as specified in Section 6.3. Contractor shall submit all pre and post construction progress pictures along with closeout documents.

**K. Record Drawings**

The Contractor shall furnish the City with all hard copy shop and record drawings with red color markup showing changes and comments as part of the project closing documents.

A special exception is made for the shop drawings submittals pertaining to WSSC permitting. Such submittals may be submitted by the Contractor as preliminary within the first fifteen (15) days after issue of Notice-to-Proceed. However, the approval of preliminary submittals does not warrant the Contractor to perform prep-work of any items until the permit from WSSC is approved.

**L. Changer Order Overhead and Profit**

I. For any and all change orders of work under the Contract (“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:

	<b>Overhead</b>	<b>Profit</b>	<b>Commission</b>
To the Contractor on work performed by its own forces.	15%	15%	-
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.
- VII. Contractor's proposed Change Orders shall include detailed line item costs including labor and materials. Unit costs shall comply with bid worksheet line item costs.

**~ END OF SECTION 6 ~**

## **SECTION 7: Scope of Work**

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### **7.1. BACKGROUND INFORMATION**

The Miniature Golf Course is a 2.1 acre seasonal facility, open May-October; this Facility is adjacent to the Water Park. The Facility has 18 holes and three practice holes with an 880 square feet brick Golf Park office building with asphalt shingled roof. The office building houses a ticket booth, a storage closet, one bathroom, gated breezeway and an outdoor storage shed. The project's work scope is limited to renovating the Golf Park office building and immediate surrounding areas only, and the Contractor shall refer to the Plans and Specifications for the complete work scope.

The Facility is a popular destination for individuals, groups and families to play miniature golf and the course also serves as a location for a variety of social events including group outings, birthday parties and picnics. Additionally, the golf course is utilized by a variety of City sponsored programs including the afterschool program, Creative Tot Time and Summer Camps.

### **7.2. PROJECT GOAL**

The goal of the project at the Facility is to:

- ↳ Expand the Golf Park office brick building to accommodate a larger ADA accessible ticket booth, two storage rooms and two ADA accessible bathrooms
- ↳ Enclose the breezeway
- ↳ Install access control gates
- ↳ Install new facility signage
- ↳ Replace damaged concrete pavement at the Golf Park entrance
- ↳ Install an underground connection from the new storm drains in breezeway to the existing storm water line
- ↳ Upgrade the Public Announcement (PA) system
- ↳ Install below ground electrical conduits from the Activity Center into Golf Park office building for Information Technology (IT) future infrastructure
- ↳ Upgrade lighting

### **7.3. SCOPE OF WORK**

The Services required in this Solicitation include reviewing all general conditions, construction documents, and Plans and Specifications for developing a comprehensive understanding of the work involved. The Contractor shall provide the Services in accordance with the Plans and Specifications. In the event of any conflict between the Plans and Specifications and the Scope of Work herein, the Plans and Specifications shall govern and apply.

This project includes various trades including but not limited to HVAC, plumbing, structural, architectural, site/civil etc. Contractor shall be responsible for providing all work shown on drawings and specifications in order to provide a fully functional facility that complies with the City's requirements.

Please note that drawings and specifications portray the design intent of the project. Contractor shall (RFI) if they feel that certain components of the system are not shown on drawings and specifications prior to submitting Bids. The due date for such submission is shown in Section 3.1C ("Bidder questions due in writing").

Contractor shall include the costs for all items shown in construction documents package, and all associated work (not shown) but required to facilitate those items.

This project requires Contractor to obtain permit prior to ordering materials and initiation of construction work. Upon receiving respective permits, the Contractor shall procure related materials for the construction.

Contractor shall include adequate time for resubmission to WSSC (if required). In coordination with the sub-contractors, the City and the Architect/Engineer of record may provide supplemental instructions to address such permit comments so that resubmission occurs seamlessly.

Contractor shall be responsible for any delays due to time lost in getting such permits and associated delays in ordering equipment, etc.

Contractor shall be responsible for coordinating work with all disciplines.

Not all utilities may be shown on drawings. Utilities shown on drawings are based on available drawings. Contractor is responsible for site condition verification.

#### **A. GENERAL REQUIREMENTS**

##### **I. Field Verification**

Field verify the Plans and Specifications to determine accuracy of existing site conditions and utilities prior to commencing work and report discrepancies to the Project Manager. Contractor shall perform the following tasks prior to starting the field work:

- Conduct existing condition survey to ensure the accuracy of all provided square footage and below ground utilities within the Work Zone. The Contractor shall be responsible for identifying all utility line locations, inverts, elevations and preparing a comprehensive utility overlay at scale for the scope areas.
- Prepare a project site cleaning and waste disposal plan which will address the safe disposal of construction waste and site debris. Also the Contractor shall provide a dust and fume control plan as part of the project phasing plan.
- Page AS001 of the drawing denotes area for laydown and proposed placement of construction fencing. As a part of the Mobilization, the Contractor shall prepare a Site Utilization Plan to demarcate the proposed laydown/breakdown areas, construction area barricade, pedestrian and vehicular pathways (during construction), portable hygiene facility, first aid toolkit, protection of existing tress, soil erosion control, temporary storage of tools and goods, construction vehicle parking, and features depicting OSHA standard compliance. The Site Utilization Plan shall be submitted to the Project Manager as a submittal for review and approval. No work shall commence prior to approval.

## **II. Submittals**

Within fifteen (15) working days after the Contractor has issued a Notice-to-Proceed, the Contractor shall provide all submittals for City's Architect/Engineers on record for review and approval. Submittals for all services shall include but are not limited to:

- All product data (MSDS, specifications, installation manuals, maintenance manuals, and others). A special exception is made for the product data submittals pertaining to WSSC permitting. Such submittals may be submitted by the Contractor as preliminary within the first fifteen days after issue of Notice-to-Proceed. However, the approval of preliminary submittals does not warrant the contractor to order or purchase any items until the permit from WSSC is approved.
- Provide the required submittals and shop drawings for Architects/Engineers approval as stipulated in the Plans and Specifications.
- Color and texture samples or markups

## **III. Quality Assurance and Regulatory Requirements:**

- (a) Other engineering systems pertaining to the concrete work will require approval and/or inspection (if required) by Architect/Engineer of record at each step of preparatory and construction phases as stipulated in project documents.
- (b) Steel reinforcement, concrete design mix, concrete sample test and other structural items shall meet or exceed the testing criteria as specified in the division 3 and 4 of the specifications.
- (c) Mechanical systems shall be tested-and-balanced (TAB) for airflow, pressurization and outside air requirement as specified in the Plans and Specifications.
- (d) All material selections shall meet the City's preferences.
- (e) Illumination systems shall be required to provide the light distribution as shown in the design. The Contractor shall provide installer's verification of design compliance.
- (f) Public Announcement (PA) system shall be required to provide sound distribution without significant sound pollution, to the arc-extent as shown in the design. The Contractor shall provide installer's verification of design compliance.
- (g) RFI: During construction phases, the Contractor shall be responsible for reviewing the entire solicitation documents and be responsible for generating RFI's after careful review of drawings and specifications prior to making assumptions and ordering materials that are not applicable to the project. If the Contractor does not comply with this due diligence, they will be responsible for all costs and delays associated with this.

- (h) Supplemental Instructions: The Contractor may be provided with supplemental instructions to clarify design intent. The Work shall be carried out in accordance with the supplemental instructions issued in accordance with the Contract Documents without change in the Contract cost or schedule.
- (i) Prior to demolition and construction, Contractor shall implement tree root delineation plan and take necessary precautions to protect the tree next construction zone.

## **B. WORK SCOPE**

### **I. Demolition**

Demolition work shall be performed in accordance with drawings and specifications of the project. Provided design documents depict limited demolition work. However, the Contractor shall be responsible for coordinating required demolition to facilitate this project. The total work requirement will include all temporary demolition, permanent demolition, protection of existing items to be relocated and reused during the construction. All waste generated from demolition of the items shall be appropriately managed and disposed in compliance with EPA and other regulations to prevent any harm to the environment.

(a) Interior demolition work shall include but is not limited to:

- Remove pavers at existing breezeway and gable archways and store appropriately for City to relocate.
- Interior finishes in existing ticket booth and restroom as required to install new finishes, fixtures, and associated systems.
- Roofing and roof mounted items scheduled for demolition.
- Structural demolition including walls, structural beams/lintels/ trusses, and slabs.
- Piping, ductwork, wiring and hardware.

(b) Exterior demolition work shall include but is not limited to:

- Existing concrete paving (Slab-on-Grade) outside the Golf Park building, connecting to the Activities Building as indicated in the drawings.
- Excavation for new footing foundation, new utility trenching, new buried conduit routing, and new site poles.
- Awning, canopies, and movable containers.
- Existing storage shed.
- Excavation for the areas as indicated in design documents where existing paving (Grass/Asphalt/Other ground covers) will be replaced with a new type of paving.

## II. Architectural/Structural Work:

### (a) General:

- Prepare soil for new foundations, trenches, buried conduits, poles, and exterior features.
- Pour new foundation footing, construct new exterior walls, install new roof trusses/rafters, and new lintels/beams
- New concrete pavement, patchwork, and exterior concrete pads for storage and trash containers
- Provide and install new prefabricated HAZMAT storage container to be installed. Coordinate the dimensions of selected containers with the construction documents, and report any discrepancy to Project Manager and to Architect/Engineer of record.
- Provide and install new window, doors, storefront, rollup shutters, ornamental custom fence and gates.
- Provide and install new roofing system, gutters, downspouts, and awning/canopies.
- Provide and install integrated hardware, access control, and connections.
- Provide and install interior fixtures, finishes, furnishings, and accessories.
- Installation and testing of all equipment including the City furnished equipment (if applicable).

### (b) Room: Reception Office 1:

#### (1) Structure:

- Pour new foundations where new walls are added to the existing building footprint. Also provide foundations for new gate posts, new exterior trash, and hazmat storage enclosure.
- Remove existing East Wall between columns, including roll-up shutter, and all other interfering appurtenances to allow for expansion of space.
- Clean edges around demolition and prepare for new finishes.
- Construct new slab, walls, and roof to extend the space. New East Wall will house new roll up shutter. New South Wall will house one fixed window.
- Remove existing roll-up shutter in existing South Wall of Office and install new ADA compliant shutter at new height, fill wall around shutter as required.

- ➔ Create opening in existing West Wall of Office as passage to new storage space.
- ➔ Remove existing North Wall and install new storefront with door.
- ➔ Install new storefront between Northeast Office column and adjacent column to the east to fill entire opening.
- ➔ Create new electrical panel enclosure with bi-fold doors.
- ➔ Install lintels and shore/reinforce structure as required for all new fenestrations.
- ➔ Prepare all new surfaces for finishes.

(2) Finishes:

- ➔ Prepare floor and apply concrete stain to office floor.
- ➔ Prepare and paint all exposed interior surfaces,
- ➔ Construct ceiling grid with specified perforated panels in existing office space and in new addition.
- ➔ Install new rubber cove base around perimeter.

(3) Furniture:

- ➔ Install new metal countertops on both sides of new roll-up shutters as shown on the drawings page A601.
- ➔ Furnish two office chairs.
- ➔ Reinstall existing fridge and freezer.
- ➔ Install new golf club and golf ball racks.

**(c) Room: Golf Storage 2:**

(1) Structure:

- ➔ Construct new slab, walls, and roof to create new storage space west of office.
- ➔ Construct new wall with door between existing columns at north edge of storage space, abutting breezeway.

(2) Finishes:

- ➔ Prepare floor and apply concrete stain to storage floor.
- ➔ Prepare and paint all exposed interior surfaces, as selected by City.
- ➔ Construct painted gypsum board ceiling.

(3) Furniture:

- Movable furniture and shelving will be furnished by City, installed by the Contractor. Coordinate with the Project Manager for anchorage and blocking prep work.

**(d) Room: Storage 3:**

(1) Structure:

- Construct new slab, walls, and roof to create new storage space west of existing restrooms.
- Construct new wall with door between existing columns at South Edge of storage space, abutting breezeway as specified in the Plans and Specifications.

(2) Finishes:

- Prepare floor and apply concrete stain to storage floor.
- Prepare and paint all exposed interior surfaces, paint colors as selected by City.
- Construct painted gypsum board ceiling.

(3) Furniture:

- Movable furniture and shelving will be furnished by City, installed by the Contractor. Coordinate with the Project Manager for anchorage and blocking prep work.

**(e) Room: ADA Unisex Bathroom 1:**

(1) Structure:

- Provide and install new door in existing location with opposite swing.

(2) Finishes:

- Prepare floor and apply concrete stain and sealer.
- Prepare and paint walls.
- Prepare and paint ceiling.

(3) Furniture Fixture and Accessories:

- Provide and install new ADA water closet.
- Provide and install new ADA wall-mounted sink.
- Provide and install new accessories including mirror, soap dispensers/waste receptacles, paper towel dispensers and grab bars.

**(f) Room: ADA Unisex Bathroom 3:**

(1) Structure:

→ None

(2) Finishes:

→ Prepare floor and apply concrete stain and sealer.

→ Prepare and paint walls.

→ Prepare and paint ceiling.

**(g) Room: ADA Unisex Bathroom 2:**

(1) Structure:

→ Construct new slab, walls, and roof to create new ADA bathroom east of existing restroom

→ Construct new wall with door between existing columns at South Edge of bathroom, abutting breezeway.

(2) Finishes:

→ Prepare floor and apply concrete stain and sealer.

→ Prepare and paint walls.

→ Prepare and paint ceiling.

(3) Provide and Install Furniture Fixture and Accessories:

→ New ADA water closet.

→ New ADA wall-mounted sink.

→ New compact water heater

→ Provide and install new accessories including mirror, soap dispensers/waste receptacles, , paper towel dispensers and grab bars

**(h) Room: Breezeway:**

(1) Structure:

→ Construct concrete pad.

→ Construct knee walls at each side of breezeway with openings for gates.

→ Construct fence between knee walls and lintel

→ Construct fence gate with logo as shown in the drawings (page A 602)

(2) Finishes:

- ↳ Prepare floor and apply decorative concrete stain with logo as shown in page A601.
- ↳ Prepare and paint ceiling.

(3) Furniture:

- ↳ None

**(i) Exterior of Building:**

(1) Structure:

- ↳ Repair or replace all concrete paving disturbed by construction of new structures and excavation.
- ↳ Install new concrete paving.
- ↳ Install new concrete pads at each end of breezeway.
- ↳ Install new enclosure and gate for flammable cabinet and waste receptacles.
- ↳ Install new poles for lights and speakers
- ↳ Repair all masonry and concrete damaged during construction

(2) Furniture:

- ↳ Provide and install new awnings above roll-up shutter windows in office.

**III. Electrical:**

**(a) Site:**

- ↳ Conduit infrastructure shall be provided as specified for the telecommunications and power cables, which runs (power and telecommunications runs in separate conduit) underground from Activities Building to new Storage Room.
- ↳ New LED lighting fixtures shall be provided for building exterior and walkway to Activities Building.
- ↳ Provide new pole mounted speakers with conduit and wiring throughout Golf Park site as specified.
- ↳ Remove existing weatherproof receptacles and provide new weatherproof GFCI receptacles.
- ↳ Provide new photo sensor mounted on building wall.

**(b) Lobby:**

- ↪ Replace existing wall mounted light fixtures in lobby with new bird-proof LED wall sconce light fixtures.
- ↪ Provide new weatherproof receptacles for ice machine and general use as specified.
- ↪ Provide new security conduit infrastructure from Reception Office to Water Park Gate and new Storage Room for card readers, electric strikes, and door buzzers.

**(c) Reception Office:**

- ↪ Remove and dispose existing light fixtures, light switches, and receptacles.
- ↪ Remove and hand over existing CCTV cameras to the City.
- ↪ Provide new fluorescent light fixtures, ceiling fan, light switch and ceiling mounted occupancy sensor for the new reception office.
- ↪ Provide new power receptacles, telecommunications outlets, and power for exhaust fan in ceiling.
- ↪ Provide new electric strike and card reader for door.
- ↪ Provide new conduit infrastructure for door buzzer to Water Park gate.
- ↪ Provide new junction box and outlets for new PA system, with tie-in at the amplifier and announcement microphone in the new ticket booth to deliver a fully integrated PA system.
- ↪ Provide new lighting timer inside electrical equipment closet.

**(d) Storage Room:**

- ↪ Provide new fluorescent light fixture and occupancy sensor switch and connect to existing ADA Bathroom-1 lighting circuit.
- ↪ Provide new quad duplex receptacles for IT equipment.
- ↪ Provide power for exhaust fan.
- ↪ Provide new electric strike and card reader for door access.
- ↪ Provide new underground conduit infrastructure from storage room to Golf Storage.

**(e) Golf Storage:**

- ↪ Provide power for new motorized damper.
- ↪ Provide new fluorescent light fixture with occupancy sensor switch.

**(f) New ADA Bathroom-2:**

- ↳ Provide new fluorescent light fixture with occupancy sensor switch and connect to existing ADA Bathroom 1 light circuit.
- ↳ Provide new GFCI receptacle and 120V power for new instant hot water heater.
- ↳ Provide power for new exhaust fan.

**IV. Mechanical/Plumbing/Site Work:**

**(a) Plumbing and Site Utility:**

- ↳ Site survey and, using utility locator services, determine the location of existing under slab/ underground domestic water, sanitary, electrical, signal/communications and storm systems in the project area shown on drawings.
- ↳ Some existing piping/ fixtures are shown as “Existing to remain” -the Contractor shall field verify existing conditions prior to generating an execution plan.
- ↳ Provide modifications to existing underground systems and provide new systems, as required, to meet the design intent shown on drawings.
- ↳ Provide all plumbing fixtures, piping and specialties included in drawings and specifications.
- ↳ Provide coordination drawings for all above exiting and new ceiling and under-slab items including but not limited to: ductwork, controls, dampers, lighting conduits, wiring, sanitary piping, storm piping, valves, domestic water piping, and cleanouts. Must obtain AE approval prior to installation of all items.

**(b) Mechanical**

- ↳ Contractor shall field verify existing conditions including ductwork, equipment and controls prior to providing a bid.
- ↳ Replace existing ductwork, exhaust fans and controls and associated electrical as shown.
- ↳ Provide new duct, fans, controls systems and associated electrical as shown on drawings.
- ↳ ADA UNISEX BATHROOM 1 (Room # 5): Replace the existing exhaust fan with a new ceiling exhaust fan. The existing exhaust duct will be reused.
- ↳ ADA UNISEX BATHROOM 2 (Room # 6): Install a new ceiling exhaust fan and associated exhaust duct. The new exhaust duct will terminate up through the roof with gooseneck. The exhaust fan will be controlled by a light switch.

- ↳ STORAGE (Room # 3): Install a new ceiling exhaust fan and associated exhaust duct. The new exhaust duct will terminate up through the roof with gooseneck. The exhaust fan will be controlled by a thermostat.
- ↳ RECEPTION OFFICE (Room # 1) / STORAGE (Room # 2): Install a new roof mounted exhaust fan, associated exhaust ductwork, and air devices. The new exhaust ductwork will be provided with three (3) surface mounted exhaust air devices. The exhaust ductwork and associated air devices will be installed above the new decorative / open ceiling. Exhaust make-up air will be provided through the roof with a make-air duct and will terminate with wire screen at open end and with gooseneck up through the roof. A motorized damper will be provided at the make-up air duct and it will be interlocked with the roof mounted exhaust fan operation. The exhaust fan operation will be controlled by a thermostat. Provide a Yang's regulator in storage room.

**~ END OF SECTION 7 ~**

## **SECTION 8: Attachment A**

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# 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 \_\_\_\_\_ and the duly authorized  
*Title*  
representative of the entity \_\_\_\_\_ and that I possess the  
*Name of Entity*  
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

Solicitation Number: 2017-002

The Bidder shall complete this form in its entirety and return it with its Bid Proposal. The Bidder is expected to review the Solicitation Documents in their entirety and to understand the project requirements and work scope prior to submitting a Bid Proposal.

Name of Bidder: \_\_\_\_\_

<b>Base Bid Proposal Price</b>		
<b>CSI#</b>	<b>Division</b>	<b>Division Total Price (\$)</b>
00 00 00	Procurement and Contracting Requirements	\$
01 00 00	General Requirements	\$
02 00 00	Existing Conditions	\$
03 00 00	Concrete	\$
04 00 00	Masonry	\$
05 00 00	Metals	\$
06 00 00	Wood, Plastics and Composites	\$
07 00 00	Thermal and Moisture Protection	\$
08 00 00	Openings	\$
09 00 00	Finishes	\$
10 00 00	Specialties	\$
11 00 00	Equipment	\$
12 00 00	Furnishings	\$
13 00 00	Special Construction	\$
22 00 00	Plumbing	\$
23 00 00	Heating, Ventilation and Air Conditioning	\$
26 00 00	Electrical	\$
27 00 00	Communication	\$
28 00 00	Electronic Safety and Security	\$
31 00 00	Earthwork	\$
32 00 00	Exterior improvements	\$
41 50 00	Material Storage (40' temporary storage container for the City to store equipment, during construction period)	\$
	Others (Specify)	\$
		\$
		\$
	<b>Profit and Overhead</b>	\$
	<b>TOTAL BASE BID PROPOSAL PRICE:</b>	<b>\$</b>

<b>Allowances</b>			
<b>Description</b>	<b>Unit Price (\$)</b>	<b>Total Units</b>	<b>Total (\$) Unit Prices x Total Units</b>
Utility trenching as specified in plans and specifications	\$ /C.Y.	8	\$
Storm water piping installation as specified in plans and specifications	\$ /L.F.	100	\$
Roof plywood sheathing replacement as specified in plans and specifications	\$ /L.F.	100	\$
<b>TOTAL ALLOWANCES:</b>			<b>\$</b>

<b>Total Bid Proposal Price</b>	
TOTAL BASE BID PROPOSAL PRICE:	\$
TOTAL ALLOWANCES:	\$
<b>TOTAL BID PROPOSAL PRICE</b>	<b>\$</b>

<b>Unit Prices</b>			
<b>S.Y</b> = Square Yard <b>C.Y</b> = Cubic Yard <b>LF</b> = Linear Foot		<b>sqft</b> = Square Foot <b>/HR</b> = per hour	
<b>Item #</b>	<b>Description</b>	<b>UOM</b>	<b>Unit Prices</b>
1	Gypsum board patch and paint	/sqft	\$
2	Gypsum board replacement, prepare and paint	/sqft	\$
3	CMU Wall Painting	/sqft	\$
4	Concrete	C.Y	\$
5	Master electrician	/HR	\$
6	Electrician (Journeyman)	/HR	\$
7	Electrician (Helper/Apprentice)	/HR	\$
8	Project field supervisor	/HR	\$
9	General laborer	/HR	\$
10	Ceramic tile demolition	/sqft	\$
11	Metal flashing as specified in plans and specification	/sqft	\$
12	Concrete surface patch repair and staining	/sqft	\$
13	Roof sheeting replacement	/sqft	\$
14	New gutter (Material and Labor) installation	LF	\$
15	New downspout (Material and Labor) installation	LF	\$
16	Trench work (36" Deep 2' wide)	LF	\$
17	Earthwork (Excavation, refill and compaction)	LF	\$
18	Roof replacement (Shingle as specified in plans and specifications)	/sqft	\$
19	Welder	/HR	\$

## Unit Prices

**S.Y** = Square Yard  
**C.Y** = Cubic Yard  
**LF** = Linear Foot

**sqft** = Square Foot  
**/HR** = per hour

Item #	Description	UOM	Unit Prices
20	Masonry work (New CMU wall construction) labor and material included. Materials as specified in the plans and specifications.	/sqft	\$
21	Masonry work (New Brick wall construction) labor and material included, material as specified in the plans and specifications.	/sqft	\$
	Others (Specify)		\$
			\$
			\$

**Note:** All unit costs/rates shall match estimate worksheets submitted along with this Bid; these costs will be used to negotiate any proposed Change orders.

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_



# 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. \_\_\_\_\_

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\*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:

\_\_\_\_\_

**Conflict of Interest Certification**

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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.

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

### **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