



Gaithersburg
A CHARACTER COUNTS! CITY

City of Gaithersburg

31 South Summit Avenue, Gaithersburg, Maryland 20877

REQUEST FOR BIDS

No. 2017-003

Roadway Resurfacing, Curbs, Sidewalks and Miscellaneous Appurtenances

Solicitation Issued: August 09, 2016

Bid Submissions Due: August 30, 2016 **Time:** 1:00 PM

Submissions Received By: Upton Reed, Project Engineer
City of Gaithersburg
Department of Public Works
800 Rabbitt Road
Gaithersburg, Maryland 20878

MAYOR
Jud Ashman

COUNCIL MEMBERS
Henry Marraffa, Jr.
Michael Sesma
Neil Harris
Robert Wu
Ryan Spiegel

CITY MANAGER
Tony Tomasello

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SECTION 1: Definitions

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.

CIP: “CIP” means the City’s Capital Improvements Program.

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.

Final Payment: “Final Payment” means the final amount of compensation due under a Task Order.

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 Engineer: “Project Engineer” means the person authorized by the City to serve as the liaison between the City and the Contractor.

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 specific work to be performed by the Contractor as identified in a Work Order issued pursuant to the Contract, as well as all ancillary and incidental tasks and activities not expressly identified in a Work Order but which are reasonably necessary to complete the work expressly identified in a Work Order..

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, by which all Bid Proposals shall be submitted to and received by the City.

Substantial Completion: "Substantial Completion" as applicable to a Work Order, means that point in time in which the Services that are the subject of a Work Order are capable of being used for their intended purpose and comply with all of the Contract documents.

Work Order: means a written document issued to the Contractor by the City

~ END OF SECTION 1 ~

SECTION 2: Introduction and Notices to Bidders

2.1. INTRODUCTION

The City is seeking sealed Bid Proposals to establish a unit price contract with a qualified contractor to provide construction services for its CIP roadway resurfacing projects and other projects with similar work items.

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. DISCLAIMER

This is a Solicitation only, it is not a contract. The City shall assume no obligation to pay or reimburse any Person for any costs, fees or expenses incurred in preparation of a response to this Solicitation, or for any meetings 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 best may serve the interests of the City. The City is under no obligation to any Bidder until a contract is executed for the Services described herein.

2.4. 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

3.1. SOLICITATION SCHEDULE

Below is the schedule of events for this Solicitation. The City reserves the right to modify the Solicitation Schedule at any time as best may serve the interests of the City; any and all modifications shall be made by addendum or amendment and posted on the City's Procurement Webpage. Unless otherwise specified, all references herein to times of day shall be Eastern Time (daylight or standard, as applicable).

| EVENT | DATE | TIME |
|---|------------------------|--------------------|
| A. Solicitation Issued: | August 9, 2016 | N/A |
| B. Pre-Bid Proposal Meeting: <i>See Subsection 3.2 for additional information</i> | August 15, 2016 | at 10:00 AM |
| C. Bidder Questions Due in Writing: <i>See Subsection 3.3 for additional information</i> | August 19, 2016 | by 3:00 PM |
| D. City's Answers to Questions Issued: <i>See Subsection 3.4 for additional information</i> | August 24, 2016 | by 5:00 PM |
| E. Submission Deadline: <i>See Subsection 4.2 for additional information</i> | August 30, 2016 | by 1:00 PM |
| F. Public Bid Opening: <i>See Subsection 4.2 for additional information</i> | August 30, 2016 | at 1:05 PM |

3.2. PRE-BID PROPOSAL MEETING

There will be a Pre-Bid Proposal Meeting at the location shown below on the date and at the time specified in the Solicitation Schedule. Attendance of the Pre-Bid Proposal Meeting is not mandatory but is strongly encouraged. Bidders are expected to bring a copy of all the Solicitation Documents to the Pre-Bid Proposal Meeting.

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

3.3. SUBMISSION OF BIDDER QUESTIONS

All questions regarding this Solicitation: (i) shall be submitted by email to Upton Reed, Project Engineer, at ureed@gaithersburgmd.gov; and (ii) shall be received by the date and time specified in the Solicitation Schedule. Any and all questions received not in compliance with this paragraph will not be answered unless the City, at its sole discretion, deems that a response to a question is necessary to clarify anything in the Solicitation Documents.

3.4. CITY'S ANSWERS TO BIDDER QUESTIONS

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

~ END OF SECTION 3 ~

SECTION 4: Bid Proposal Preparation and Submission Instructions

4.1. BID PROPOSAL PREPARATION

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

A. Schedule of Prices

The Bid Proposal shall include a completed Schedule of Prices, signed by a person who is authorized to bind the Bidder to its Bid Proposal. The Schedule of Prices is incorporated herein and included in Attachment A hereto.

B. Forms and Documents

This section of the Bid Proposal shall include the following forms, all of which, with the exception of the Bid Bond, are incorporated herein and included in Attachment A hereto.

- ↳ Addendum and Amendment Acknowledgement Form
- ↳ Affidavit of Qualification to Propose
- ↳ Bid Proposal Submission Certification
- ↳ Bidder Reference Form (see Section 6.2 for additional information)
- ↳ Subcontractor Reference Form (see Section 6.2 for additional information)
- ↳ Conflict of Interest Certification
- ↳ Litigation and Lien Information
- ↳ Bid Bond (see Section 6.3 for additional information)

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 copies 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
- ↳ Name of the Bidder submitting the Bid Proposal Package

C. The Bid Proposal Package shall be submitted by the Submission Deadline to the person and at the location shown below. Bid Proposals shall also be publicly opened and read aloud at the same location on the date and at the time stated in the Solicitation Schedule.

Upton Reed, Project Engineer
City of Gaithersburg
Department of Public Works
800 Rabbitt Road
Gaithersburg, Maryland 20878

- A. 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.
- B. Bidders are prohibited from submitting their Bid Proposals 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.
- C. No partial Bid Proposals will be accepted or reviewed.
- D. Any and all Bid Proposals submitted not 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

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 City's 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 to the Responsible Bidder that submitted the next Lowest Responsive Bid Proposal, or solicit new Bid Proposals.
- B. In the event the City receives only one (1) Bid Proposal in response to this Solicitation, the City reserves the right, in its sole discretion, to proceed as a negotiated procurement with the Bidder that submitted the Bid Proposal.

5.9. ERRORS IN BID PROPOSALS

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

5.10. INTEREST IN MORE THAN ONE BID PROPOSAL AND COLLUSION

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

5.11. LATE BID PROPOSALS

It is the responsibility of the Bidder to ensure the delivery of its Bid Proposal by the Submission Deadline and to the location specified in Section 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

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. 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. ACCOUNTING SYSTEM AND AUDIT

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

- I. The Contractor: (i) shall maintain any and all necessary source documentation, accounting records and supporting documentation in such a manner that will provide for a separation between direct and indirect costs; and (ii) shall enforce sufficient internal controls as dictated by GAAP to properly account for expenses incurred under the Contract.
- II. The Contractor: (i) shall allow the City to examine and/or obtain copies of the Contractor's records to determine and verify compliance with the terms and conditions of the Contract; (ii) shall grant the City access to such records at all reasonable times during the Contract term and for a period of five (5) years thereafter; and (iii) shall make such records available for examination and/or to obtain copies by any and all Federal, State and/or County authorities if the Contract is supported to any extent with any funds of the same.

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

5.19. 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.

5.20. 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. EMPLOYMENT AS INDEPENDENT CONTRACTOR

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

5.23. ETHICS LAWS AND REQUIREMENTS

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

5.24. FORCE MAJEURE

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

5.25. GOVERNING LAW

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

5.26. IMMIGRATION REFORM AND CONTROL ACT

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

5.27. INCONSISTENT PROVISIONS

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. In the event of any inconsistency between any of the provisions of this Solicitation and any of the provisions of the Contract, the provisions of the Contract shall take precedence over and supersede those provisions in the event of any inconsistency.

5.28. INDEMNIFICATION

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

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

5.29. LAWS AND REGULATIONS

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

5.30. NO LIENS

The Contractor shall have no title or interest in any of the goods delivered to the City under the Contract. In no event shall the Contractor encumber any such goods delivered to the City with any lien of any kind or offer such goods as collateral in any transaction whatsoever. The Contractor shall, upon completion of the Services, provide the City with a Release of Liens from any subcontractor or other supplier.

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 South Summit Avenue, Gaithersburg, Maryland 20877.

5.37. RECORDS

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

B. The Contractor shall include similar provisions in all subcontracts.

5.38. SUBCONTRACTORS

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

5.39. SURVIVAL

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

[Section Continued to Next Page]

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 termination, any completed Services performed by the Contractor under the Contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not thereby be relieved of liability to the City for damages sustained by the City by reason of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due the City from the Contractor is determined. The Contractor shall not be responsible for damages under this article solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the City from terminating the Contract for such delay.

B. Termination for Convenience

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

C. Termination for Non-Appropriation of Funds

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

~ END OF SECTION 5 ~

SECTION 6: Special Terms and Conditions

6.1. BIDDER QUALIFICATIONS

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

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

6.2. CONTRACTOR AND SUBCONTRACTOR REFERENCES

Using the reference forms included in Attachment A hereto, the Bidder shall submit references for itself and any and all subcontractors it wishes to utilize to perform the Services under the Contract. References shall include the contact information for a minimum of three (3) customers for which the respective Bidder or subcontractor has completed projects within the last five (5) years that were similar in size and scope to the Services under this Solicitation.

6.3. BONDS

- A. The Bidder shall submit with its Bid Proposal an executed bid bond in an amount equal to five percent (5%) of its total Bid Proposal price. The bid 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.*

6.4. 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. Comprehensive commercial general liability insurance in an amount no less than one million dollars (\$1,000,000); and
 - II. Workers' compensation insurance for all non-City employees and workers 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).

6.5. CONTRACT TERM

The initial term of the Contract shall be one (1) year. Thereafter, the term of the Contract shall be automatically renewed for up to four (4) successive terms of one (1) year each upon execution of price adjustments as provided in Section 6.6 below unless one party provides written notice to the other party no less than ninety (90) days prior to the end of the then existing term that it does not wish to renew the term of the Contract. The total duration of the Contract, including renewal terms, shall not exceed five (5) years.

6.6. PRICE ADJUSTMENTS

- A. Price Adjustment for Asphalt Binder shall be as stipulated in Section 504 of the “M.S.H.A. Standard Specifications for Construction and Materials”, and as amended.
- B. Annual Consumer Price Index (CPI) Adjustment - In order to protect the interest of the City and to give the Contractor a reasonable basis for bidding, a yearly consumer price index adjustment feature is hereby incorporated into the specifications and Contract documents and shall be binding on the Contractor and the City
 - I. Compensation under the Contract for each unit price shall be adjusted each succeeding year effective on the Contract anniversary date based on the Bureau of Labor Statistics Consumer Price Index, CPI-U.
 - II. A review of the January Consumer Price Index shall be made each year prior to the Contract anniversary date and the price adjustment shall be effective on the Contract anniversary date through the ensuing year. Retroactive price adjustments shall not be allowed.
 - III. The adjustment shall be based on the amount of the annual January to January percentage change in the Consumer Price Index (CPI-U). The final adjustment calculation shall be rounded to the nearest tenth of a percentage.
 - IV. The maximum annual price adjustment shall not exceed 3%.

6.7. COMPENSATION AND PAYMENTS

Compensation for the Services provided under a Work Order shall be paid in installments as specified in the respective Work Order and following the receipt of undisputed proper invoices, which are issued in accordance with Section 5.36 (Payment Terms, Taxes and Invoices) of this Solicitation, and as follows:

- A. All applications for payments shall be submitted using AIA G702 and AIAG703 forms.
- B. On each application for payment, the Contractor shall deduct, as retainage, five percent (5%) of the total respective application amount. In the event the Contractor fails to deduct such retainage, the City shall deduct the retainage. The Contractor shall be paid the total amount of retainage at the time of Final Payment.

6.8. WORK ORDERS

All work under the Contract shall be executed through the issuance of individual Work Orders, a sample of which is incorporated herein and attached hereto as Exhibit A. All executed Work Orders shall be subject to the terms and conditions of the Contract and be incorporated into and made part of the Contract. Work Orders will generally include a description of the work, any special instructions, construction drawings and specifications (“Construction Documents”), estimated quantities of each item to be used to accomplish the work, a not to exceed dollar amount and a time of completion in work days.

6.9. SUBSTANTIAL COMPLETION AND FINAL PAYMENT

Following the execution of a Work Order the City shall issue the Contractor a written notice to proceed, after which the Contractor shall reach Substantial Completion by the date specified in the respective Work Order. The determination of Substantial Completion shall be solely at the discretion of the City. The Contractor shall notify the Project Engineer in writing immediately upon completion of the Services, after which the City shall inspect the Services to determine if Substantial Completion has been achieved. Following such determination, the City shall issue the Contractor a punch list of items to be completed. Once the City confirms to the Contractor in writing that Substantial Completion has been achieved, that the Contractor has completed all punch list items, and that the Contractor has satisfied all contractual obligations, the City will process the Final Payment.

6.10. BRAND NAME OR EQUAL

Any specified manufacturers and models are to indicate a standard of performance acceptable to the City. If the Bidder proposes to furnish an “equal” product, the brand name of the alternate item should be clearly stated on the Schedule of Prices. Unless clearly indicated by the Bidder that an “equal” product is being offered, the Bid Proposal will be considered as offering the brand name product specified. If alternates are bid, literature must be submitted with the Bid Proposal in order for the alternate to be considered. Literature must be descriptive enough for the City to determine whether the product offered meets the minimum specifications required.

Any alternate item proposed is subject to acceptance by the City, in the sole opinion of the City. Such determinations are not subject to protest, and remain the sole discretion of the City. Alternates proposed after Bid Proposal submission to make a product conform to a brand name product referenced in this Solicitation shall not be considered.

6.11. CHANGES IN QUANTITY/ITEMS

The City reserves the right to increase or decrease item quantities and to add or delete any item(s) in whole or in part at the City’s sole discretion, but such changes shall not invalidate the Contract or prices therein. Unit prices under the Contract shall not be increased or decreased regardless of changes in quantity.

6.12. CHANGE ORDERS / EXTRA WORK

Without invalidating the Contract, the City may make changes under a Work Order consisting of additions, deletions and/or modifications to the Services with the Work Order sum and date of Substantial Completion being adjusted accordingly. All such changes shall be set forth in a written change order (“Change Order”) that is signed by the City Manager and Contractor. Costs shall be limited to the cost of materials, labor, field supervision and field office personnel directly involved in and attributed to the Change Order. All costs and/or credits to the City for a Change Order shall be determined by the unit price in effect when the Work Order was executed, or by mutual written agreement of the City and Contractor.

6.13. CHANGES TO CONSTRUCTION DOCUMENTS

All Services shall be performed in accordance with the Construction Documents. Any alterations, changes, modifications or variations of the Construction Documents shall not be valid unless approved in writing between the City and Contractor. Any deviations from the Construction Documents shall be determined by the Project Engineer.

6.14. CLEAN-UP

The Contractor shall keep the premises clean at all times and shall remove all rubbish and debris as often as required. The Contractor shall clean all fixtures and equipment installed under the Contract.

6.15. COMPLETION OF WORK

The Contractor shall order the supplies, materials, equipment and services necessary to complete the project as soon after the signing of the Work Order as necessary to assure delivery of same in order to complete the job by the date of Substantial Completion therein.

6.16. PROJECT ENGINEER

The Project Engineer shall have the authority to:

- A. Give direction to the Contractor and monitor and inspect the Contractor's performance to ensure complete and satisfactory performance of the Contract and quality of the Contractor's work under the Contract.
- B. Accept or reject the Contractor's performance and furnish timely written notice of the Contractor's performance failures to the Director of Public Works, City Attorney and/or Procurement Manager, as appropriate.
- C. Serve as the records custodian for the Contract, which includes: issuing notices to proceed; preparing reports; and approving and/or rejecting invoices for payment.
- D. Inspecting all work performed and authorizing payment upon acceptance.

6.17. CONTRACTOR RESPONSIBILITY

- A. The Contractor shall be responsible for all work until the work is completed and accepted by the City.
- B. The Contractor shall keep a competent supervisor on site to direct and supervise the work at all times when work is being performed, The supervisor shall coordinate the work so that it will progress without delay, reject all unsuitable or inferior materials, and be responsible for the proper protection of all completed work. Any instructions given to the supervisor shall have the same force as if given directly to the Contractor.
- C. The Contractor shall verify all measurements at the construction site and shall be responsible for their correctness. No extra charge or compensation will be allowed because of differences between actual dimensions and the measurements indicated on the drawings unless such differences are submitted to the City Manager to be resolved before proceeding with the work.

6.18. CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor shall promptly remove from the premises, all materials condemned by the City as failing to conform to the Contract, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute its own work in accordance with the Contract and at no cost to the City.

6.19. CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the Final Payment nor any provision in the Contract and/or a Work Order shall relieve the Contractor of responsibility for faulty materials or workmanship and the Contractor shall remedy any defects due thereto and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of Substantial Completion. The City shall give written notice of observed defects with reasonable promptness.

6.20. DAMAGES DEDUCTED

In the event of the failure, neglect, or default of the Contractor in the performance of the Contract, the amount of such costs or damages caused by the Contractor may be deducted and withheld from any money due or to become due under the Contract.

6.21. DEDUCTIONS FOR UNCORRECTED WORK

If the City deems it inexpedient to allow the Contractor to correct work that was not completed in accordance with the Contract, or to correct other errors or damage caused due to such work, the City shall determine the value and cost of correction thereof and that amount shall be deducted from the Contract price.

6.22. FAILURE TO DELIVER

In the event the Contractor fails to deliver any of the supplies, materials, equipment and/or Services covered by the Contract and, in accordance with the delivery terms stipulated in the Contract, then the City shall have the right to purchase, at the expense of the Contractor, on the open market, any of the supplies, materials, equipment and/or Services.

6.23. IMPERFECT WORK

Upon completion of the work and prior to Final Payment, the Project Engineer and the Contractor shall carefully inspect the work area. Any imperfect work shall be corrected prior to Final Payment, at no additional cost to the City.

6.24. LIQUIDATED DAMAGES

Delay in completion of a Work Order may lead to actual, considerable and multiple costs to the City, such as delays in completing other projects or delaying the start of other contracts. The actual amounts of monetary damage may be uncertain and not readily ascertainable for each project. As a result, in the event the Contractor fails to complete the Services in a Work Order by the date of Substantial Completion therein, for reasons which the Contractor is solely responsible, the Work Order may include provisions for liquidated damages in an amount up to \$300.00 per day, in accordance with the Work Order and not as a penalty, for each working day beyond the Work Order Completion Date for which the Contractor fails to complete the Services. This amount shall in no event be considered as a penalty or otherwise than as liquidated damages to the City.

The assessment or payment of any liquidated damages imposed shall not constitute a defense to the Contractor nor an election of remedies by the City, or an estoppel against the City, and shall not prevent the City from terminating the Contract for breach thereof when the failure of performance is repeated by the Contractor. Prior failure to perform the work according to the Construction Documents or the election of the City to refrain from assessing liquidated damages for any failure of the Contractor shall not constitute a waiver on the part of the City in the event it shall later elect to terminate the Contract for breach thereof as provided in the Contract and Construction Documents.

6.25. NOTIFICATION TO OTHER AGENCIES

The Contractor shall be responsible for notifying all concerned agencies affected by the work a minimum of 48 hours in advance of any activity, as prescribed by said agencies, including, but not limited to: the Washington Gas, PEPCO, Verizon, Comcast Cable, Montgomery County Government, State Highway Administration and the Washington Suburban Sanitary Commission. The Contractor must notify MISS UTILITY at 1-800-257-7777 a minimum of 72 hours and no more than five (5) working days prior to removal of any pavement or beginning any excavation. There shall be no measurement or direct payment to the Contractor for such notification, working around, the protection of, or repair of damage to such existing utilities caused by the proposed construction activities directly or indirectly.

6.26. PARKING, STORAGE, AND STAGING AREAS

Parking, storage and staging areas for the Contractor's use during the Project must have prior approval of the Project Engineer. All areas used for storage of equipment or material shall be restored to their original condition, immediately upon completion of the work. No additional compensation will be provided for restoring, re-grading, placement of topsoil, and/or seed and mulch in these areas.

6.27. PERMITS AND INSPECTIONS

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

6.28. POSTING PARKING RESTRICTION SIGNS

The Contractor shall be responsible for furnishing adequate personnel, equipment and sign stakes as necessary to post City furnished parking restriction signs a minimum of 48 hours and no more than 72 hours in advance of the construction operations for that particular portion of that street. The Contractor shall coordinate the schedule in advance with the City and shall mark the signs with the appropriate restriction dates. Parking may not be restricted for more than three consecutive dates without prior written City approval. Towing of parked vehicles shall be the responsibility of the Project Engineer only. Vehicles will not be towed unless the Project Engineer has verified that the proper parking restriction signs were posted a minimum of 48 hours in advance. The Contractor shall be responsible for revising the dates on the signs in the event of delays in the schedule and for the prompt removal of the signs when the construction operation is complete. The signing operation shall be closely coordinated with the Project Engineer and no signs shall be marked, posted, revised, reposted, or removed without the Project Engineers advanced authorization. Signs and stakes shall be carefully removed and revised and reused until otherwise authorized by the Project Engineer. Signs must be spaced no more than 40(forty) feet apart.

No special compensation shall be paid to the Contractor for the posting and/or removal of the no parking signs, which shall be considered incidental to construction operations.

6.29. PROTECTION OF WORK

The Contractor shall properly cover, secure and/or protect its work when the whole or a portion of the work is suspended for any reason.

6.30. SCHEDULE OF SERVICES

Unless otherwise specified in a Work Order, all work shall be performed between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday. No work will be allowed on Saturdays, Sundays, or legal holidays without the prior written permission of the Project Engineer. It shall be the Contractor's responsibility to insure that all work performed shall not exceed noise levels as established by law.

6.31. SHOP DRAWINGS

The Contractor shall provide shop drawings as needed and as specified to the Project Engineer. All shop drawings shall be provided in PDF format or as specified under each Work Order and per the Construction Documents.

6.32. SITE SAFETY AND USE OF PREMISES

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

- A. At all times enforce suitable rules and provide any and all guards, signs, fences, dust barriers and/or protective devices required for the safe completion the Services.
- B. Confine operations at the site to the areas permitted under the Contract. Any and all portions of the site, beyond the areas on which work is indicated, shall not to be disturbed.
- C. Conform to any and all site rules and regulations affecting the work while engaged in construction.
- D. Keep any ingress/egress routes clear, including outside the construction zone. Do not use these routes for parking or for the storage of materials. Confine any and all storage to the areas approved by the Project Engineer.

6.33. SUBCONTRACTORS AND SUBCONTRACTS

No portion of the Contract shall be subcontracted, assigned or otherwise disposed of except with the written consent of the City. Any assignment, subcontract or other disposition of all or part of this Contract without the express written consent of the City shall be null and void. The Contractor shall submit all Subcontractor names and qualifications for approval by the City prior to award of any subcontracts.

The Contractor agrees that it is fully responsible to the City for the acts and omissions of its employees, subcontractors and agents. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the City.

6.34. TOILET FACILITIES

The Contractor shall be responsible for providing such toilet facilities required for the use of the workforce on the Project, at a location approved by the Project Engineer.

6.35. WARRANTIES

The Contractor shall provide a written warranty or warranties per the Construction Documents. All warranties shall start from the date of the Substantial Completion.

~ END OF SECTION 6 ~

SECTION 7: Project Information and Work Scope

7.1. GENERAL

The City of Gaithersburg Department of Public Works has established a pavement management program to identify needed roadway resurfacing and related construction projects. The projects will be established and proposed on a yearly basis by priority and by the Mayor and City Council funding appropriations and program approvals. The Contract will fill the construction requirements of the resurfacing projects as well as other related CIP construction projects which contain similar work items.

7.2. WORK SCOPE

The work intended to be completed will involve: asphalt pavement repairs to include milling, patching, resurfacing, and the rehabilitation or replacement of roadway pavements; the removal and replacement of concrete curbs and sidewalks; and the repair, replacement, or installation of storm drain pipes and structures at various locations throughout the City. All Services shall be performed in accordance with the respective Work Order and the General Requirements, References, and Technical Specifications, which are incorporated herein and attached hereto as Exhibit B.

Construction drawings will be developed for the projects, which will delineate the existing condition of roadway paving, curbs, sidewalks, and storm drain appurtenances. The construction drawings will layout the proposed repairs and improvements necessary.

~ END OF SECTION 7 ~

SECTION 8: Attachments and Exhibits

REQUEST FOR BIDS

2017-003

**ROADWAY RESURFACING, CURBS, SIDEWALKS
AND MISCELLANEOUS APPURTENANCES**

ATTACHMENT A

FORMS AND DOCUMENTS



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



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

Bidder References Form

Solicitation No. 2017-003

Please complete this form in its entirety and include it with your Bid Proposal. The City reserves the right to reject Bid Proposals from any Bidder that does not meet the minimum qualifications. The Bidder shall be competent and experienced with an established reputation within the community performing the type of work required under the Solicitation and subsequent contract.

Name of Bidder: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

Provide contact information for three customers for which the Bidder completed projects within the last five (5) years that were similar in size and scope to the Services under the Solicitation.

1. REFERENCE

| | | | |
|-----------------------------|--|----------------------|--|
| Name (Business): | | | |
| Address: | | | |
| Name of Contact: | | Phone Number: | |
| Description of Work: | | | |
| | | | |

2. REFERENCE

| | | | |
|-----------------------------|--|----------------------|--|
| Name (Business): | | | |
| Address: | | | |
| Name of Contact: | | Phone Number: | |
| Description of Work: | | | |
| | | | |

3. REFERENCE

| | | | |
|-----------------------------|--|----------------------|--|
| Name (Business): | | | |
| Address: | | | |
| Name of Contact: | | Phone Number: | |
| Description of Work: | | | |
| | | | |



City of Gaithersburg

Subcontractor References Form

Solicitation No. 2017-003

Please complete this form in its entirety for **each subcontractor** and include it with your Bid Proposal. The City reserves the right to reject any subcontractor that does not meet the minimum qualifications. The subcontractor shall be competent and experienced with an established reputation within the community in the performance of the type of work required under the Solicitation and subsequent contract.

Name of Subcontractor: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

Provide contact information for three customers for which the subcontractor completed projects within the last five (5) years that were similar in size and scope to the Services required under the Solicitation.

| | | | |
|---------------------|--|--|--|
| 1. REFERENCE | | | |
|---------------------|--|--|--|

| | | | |
|-----------------------------|--|----------------------|--|
| Name (Business): | | | |
| Address: | | | |
| Name of Contact: | | Phone Number: | |
| Description of Work: | | | |
| | | | |

| | | | |
|---------------------|--|--|--|
| 2. REFERENCE | | | |
|---------------------|--|--|--|

| | | | |
|-----------------------------|--|----------------------|--|
| Name (Business): | | | |
| Address: | | | |
| Name of Contact: | | Phone Number: | |
| Description of Work: | | | |
| | | | |

| | | | |
|---------------------|--|--|--|
| 3. REFERENCE | | | |
|---------------------|--|--|--|

| | | | |
|-----------------------------|--|----------------------|--|
| Name (Business): | | | |
| Address: | | | |
| Name of Contact: | | Phone Number: | |
| Description of Work: | | | |
| | | | |



City of Gaithersburg

Conflict of Interest Certification

Solicitation No. _____

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

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

Name of Entity: _____

* Federal ID No: _____

Contact Person: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

Telephone Numbers: (P) _____ (F) _____

(P) _____ (C) _____

Email Address: _____

Email Address: _____

CONFLICT OF INTEREST CERTIFICATION

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

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

Conflict of Interest Certification

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

Signature

Witness

Date

NOTARY ATTESTATION

State of: _____

County of: _____

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

Witness my hand and Notarial seal: _____

My Commission expires: _____

Notary Public: _____
Printed Name



City of Gaithersburg

Litigation and Lien Information

Solicitation No. _____

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

Name of Entity: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

Telephone Numbers: (P) _____ (F) _____

LITIGATION INFORMATION

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

Yes / No

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

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

LIENS

Does your entity have any outstanding mechanics liens?

Yes / No

If yes, please explain: _____

Does your entity have any outstanding tax liens?

Yes / No:

If yes, please explain: _____

Signature Title Date

Printed Name

SCHEDULE OF PRICES

| ITEM NO | DESCRIPTION OF ITEM | UNIT | ESTIMATED BID QUANTITIES | UNIT PRICE | TOTAL PRICE |
|----------------------------------|--|------|--------------------------|------------|-------------|
| CATEGORY 100: PRELIMINARY | | | | | |
| 1001 | MAINTENANCE OF TRAFFIC | DAY | 45 | \$ | \$ |
| 1002 | PORTABLE VARIABLE MESSAGE SIGNS (PVMS) | DAY | 10 | \$ | \$ |
| 1003 | TEMPORARY ORANGE CONSTRUCTION FENCE | LF | 200 | \$ | \$ |
| CATEGORY 200: GRADING | | | | | |
| 2001 | GENERAL EXCAVATION | CY | 300 | \$ | \$ |
| 2002 | TEST PIT EXCAVATION | CY | 10 | \$ | \$ |
| 2003 | FULL DEPTH SAW CUT | LF | 500 | \$ | \$ |
| 2004 | REMOVAL OF EXISTING CURB AND GUTTER | LF | 200 | \$ | \$ |
| 2005 | REMOVAL OF EXISTING SIDEWALK | CY | 15 | \$ | \$ |
| 2006 | REMOVAL OF EXISTING PAVING | CY | 15 | \$ | \$ |
| CATEGORY 300: DRAINAGE | | | | | |
| 3001 | RAISE /ADJUST INLET TOPS AND THROATS TO MEET GRADE | EA | 5 | \$ | \$ |
| 3002 | REMOVE, DISPOSE AND REPLACE/REPAIR STORM DRAIN INLETS AND TOPS | SY | 280 | \$ | \$ |
| 3003 | "GUTTERBUDDY" OR APPROVED EQUAL | LF | 45 | \$ | \$ |
| 3004 | SILT FENCE | LF | 100 | \$ | \$ |
| 3005 | NEW PIPE CONNECTIONS TO EXISTING STORM DRAIN STRUCTURES | EA | 2 | \$ | \$ |
| 3006 | FURNISH & INSTALL 15" CL. IV RCP | LF | 100 | \$ | \$ |
| 3007 | FURNISH & INSTALL 18" CL. IV RCP | LF | 100 | \$ | \$ |
| 3008 | FURNISH & INSTALL 24" CL. IV RCP | LF | 100 | \$ | \$ |
| 3009 | FURNISH & INSTALL STANDARD "WR" INLET SHA MD 374.21 (MAXIMUM 8 FOOT DEPTH) | EA | 1 | \$ | \$ |
| 3010 | FURNISH & INSTALL "A-5" INLET MC-501.01 (MAXIMUM 8 FOOT DEPTH) | EA | 1 | \$ | \$ |
| 3011 | FURNISH & INSTALL "A-10" INLET MC-501.01 (MAXIMUM 8 FOOT DEPTH) | EA | 1 | \$ | \$ |
| 3012 | FURNISH & INSTALL "J" INLET MC-506.01 (MAXIMUM 8 FOOT DEPTH) | EA | 1 | \$ | \$ |
| 3013 | VERTICAL DEPTH - ALL INLETS | LF | 12 | \$ | \$ |
| CATEGORY 500: PAVING | | | | | |
| 5001 | FURNISH & INSTALL MDSHA GRADED AGGREGATE BASE COURSE | TON | 1100 | \$ | \$ |
| 5002 | FURNISH & INSTALL MDSHA #57 AGGREGATE | TON | 50 | \$ | \$ |

SCHEDULE OF PRICES

| ITEM NO | DESCRIPTION OF ITEM | UNIT | ESTIMATED BID QUANTITIES | UNIT PRICE | TOTAL PRICE |
|--------------------------------|--|------|--------------------------|------------|-------------|
| 5003 | BITUMINOUS CONCRETE ASPHALT FOR SURFACE COURSE (12.5MM SUPERPAVE) | TON | 2000 | \$ | \$ |
| 5004 | BITUMINOUS CONCRETE ASPHALT FOR BASE PATCHES AND NEW BASE (19 MM SUPERPAVE) | TON | 300 | \$ | \$ |
| 5005 | BITUMINOUS CONCRETE ASPHALT FOR SURFACE COURSE (9.5 MM SUPERPAVE) | TON | 220 | \$ | \$ |
| 5006 | FURNISH & INSTALL BUS PAD (IN ROADWAY) | SY | 270 | \$ | \$ |
| 5007 | FURNISH & INSTALL STAMPED COLORED PORTLAND CEMENT CONCRETE CROSSWALKS | SY | 115 | \$ | \$ |
| 5008 | FURNISH & INSTALL IMPRINT CROSSWALKS | SY | 115 | \$ | \$ |
| 5009 | GRINDING HOT MIX ASPHALT PAVEMENT | SY | 17100 | \$ | \$ |
| 5010 | PROTECTIVE NON WOVEN MEMBRANE | SY | 17100 | \$ | \$ |
| 5011 | REMOVE AND RECONSTRUCT SPEED HUMP/RAISED CROSSWALK | SY | 354 | \$ | \$ |
| 5012 | 5 INCH YELLOW SOLID PAVEMENT MARKING PAINT LINES | LF | 5000 | \$ | \$ |
| 5013 | 5 INCH WHITE SOLID PAVEMENT MARKING PAINT LINES | LF | 2000 | \$ | \$ |
| 5014 | 12 INCH WHITE SOLID PAVEMENT MARKING PAINT LINES | LF | 100 | \$ | \$ |
| 5015 | 16 INCH WHITE SOLID PAVEMENT MARKING PAINT LINES | LF | 100 | \$ | \$ |
| 5016 | 4 INCH WHITE SOLID PAVEMENT MARKING PAINT LINES - PARKING SPACE MARKING | LF | 800 | \$ | \$ |
| 5017 | PREFORMED THERMO PLASTIC PAVEMENT MARKINGS : ARROW-WHITE | EA | 4 | \$ | \$ |
| 5018 | PREFORMED THERMO PLASTIC PAVEMENT MARKINGS : TEXT-WHITE | EA | 4 | \$ | \$ |
| CATEGORY 600: SHOULDERS | | | | | |
| 6001 | REMOVE, DISPOSE & REPLACE CONCRETE CURB & GUTTER (ALL TYPES) | LF | 10800 | \$ | \$ |
| 6002 | FURNISH & INSTALL CONCRETE CURB & GUTTER (ALL TYPES) | LF | 200 | \$ | \$ |
| 6003 | REMOVE, DISPOSE & REPLACE MONOLITHIC CONCRETE MEDIANS - SHA MD 645.01 | SY | 60 | \$ | \$ |
| 6004 | FURNISH & INSTALL MONOLITHIC CONCRETE MEDIANS - SHA MD 645.01 | SY | 60 | \$ | \$ |
| 6005 | REMOVE, DISPOSE & REPLACE CONCRETE SIDEWALK & WHEELCHAIR RAMPS (MC-110.01/.02) | SY | 3900 | \$ | \$ |
| 6006 | FURNISH & INSTALL CONCRETE SIDEWALK & WHEELCHAIR RAMPS (MC-110.01/.02) | SY | 200 | \$ | \$ |
| 6007 | REMOVE, DISPOSE & REPLACE BRICK SIDEWALK (MC-111.02) | SF | 1395 | \$ | \$ |
| 6008 | REMOVE, DISPOSE AND REPLACE CONCRETE DRIVEWAYS (MC-301.01 / 302.01) | SY | 30 | \$ | \$ |
| 6009 | DETECTABLE WARNING SURFACES (INLAID, TYPE 1) | SF | 280 | \$ | \$ |
| 6010 | SEAL ALL CURB AND GUTTER AND ADJACENT SIDEWALK | SY | 7400 | \$ | \$ |

SCHEDULE OF PRICES

| ITEM NO | DESCRIPTION OF ITEM | UNIT | ESTIMATED BID QUANTITIES | UNIT PRICE | TOTAL PRICE |
|--|---|------|--------------------------|------------|-------------|
| 6011 | FURNISH & INSTALL CAST-IN-PLACE CONCRETE - SLOT MIX | CY | 92 | \$ | \$ |
| CATEGORY 700: LANDSCAPING | | | | | |
| 7001 | FURNISH & PLACE TOPSOIL | CY | 300 | \$ | \$ |
| 7002 | SEED AND MULCH USING M.S.H.A. MIX NO. II | SY | 2000 | \$ | \$ |
| 7003 | SODDING | SY | 1000 | \$ | \$ |
| 7004 | TREE ROOT PRUNING | LF | 40 | \$ | \$ |
| CATEGORY 800: UTILITIES AND TRAFFIC | | | | | |
| 8001 | ADJUST EXISTING WATER VALVES, SEWER MANHOLES | EA | 30 | \$ | \$ |
| TOTAL | | | | | \$ |

QUANTITIES shown are approximate and unit price bid shall apply regardless of any increase or decrease in the estimated quantities. Any increase or decrease in the quantity of these items, or their deletion will not be considered justifiable claims for compensation in addition to the Contract unit price in the Bid Proposal.

| UNIT LEGEND | |
|--------------------|---------|
| UNIT DESC. | ABBREV. |
| Cubic Yard | CY |
| Day | DAY |
| Each | EA |
| Linear Foot | LF |
| Lump Sum | LS |
| Square Foot | SF |
| Square Yard | SY |
| Ton | TON |

Signature

Title

Date

Printed Name

REQUEST FOR BIDS

2017-003

**ROADWAY RESURFACING, CURBS, SIDEWALKS
AND MISCELLANEOUS APPURTENANCES**

EXHIBIT A

SAMPLE WORK ORDER

CITY OF GAITHERSBURG
DEPARTMENT OF PUBLIC WORKS

Work Order/Work Order Contract
Roadway Resurfacing, Curbs, Sidewalks and Miscellaneous Appurtenances

This work order ("Work Order"), together with the master contract dated _____, 2016, which is incorporated herein by reference, and the Schedule of Prices attached hereto as Exhibit A and incorporated herein, when executed by _____ ("Contractor") and the City of Gaithersburg, Maryland ("City"), shall become a Work Order contract ("Work Order Contract"). The Contractor shall provide the Services described herein.

| | |
|--|--|
| Work Order Date: | |
| Work Order Number: | |
| Work Order Meeting Required: | <input type="checkbox"/> Yes / <input type="checkbox"/> No |
| Project Engineer Name: | |
| Project Identification & Location: | |
| Project Substantial Completion in work days: | |

| |
|--|
| PROJECT DESCRIPTION & SCOPE OF SERVICES |
| SPECIAL TERMS & CONDITIONS |

This Work Order Contract is made and entered into this _____ day of _____, 2016, by and between the Contractor and the City. For the Contractor's availability and Services under and pursuant to this Work Order Contract, the City shall pay the Contractor compensation in an amount not to exceed _____ (\$_____).

IN WITNESS WHEREOF, the City and the Contractor have caused this Work Order Contract to be executed as of the aforementioned date and year.

For the Contractor:

Signature Date

Printed Name

For the City:

Director of Public Works Date

REQUEST FOR BIDS

2017-003

**ROADWAY RESURFACING, CURBS, SIDEWALKS
AND MISCELLANEOUS APPURTENANCES**

EXHIBIT B

**General Requirements, References,
and Technical Specifications**

GENERAL REQUIREMENTS, REFERENCES AND TECHNICAL SPECIFICATIONS

A. SUMMARY DESCRIPTION OF WORK

The intent of this contract is to establish unit priced items related to: asphalt pavement repairs to include milling, patching, resurfacing, and the rehabilitation or replacement of roadway pavements; the removal and replacement and/or installation of concrete curbs and sidewalks; and the repair, replacement, or installation of storm drain pipes and structures at various locations on residential roadways within the City of Gaithersburg.

This unit price contract is intended to provide construction services for the City Roadway Resurfacing CIP Projects, as well as other Department of Public Works CIP construction projects which contain similar work items but are too small to be efficiently bid as separate projects

The work under this contract is based on approved annual funding which may range from MDSHA Project Classifications D through E. The amount of work performed under this contract will be contingent upon funds available as determined by the Mayor and City Council after funding appropriations have been granted each fiscal year.

The Contractor will insure the quality of work by employing qualified and experienced personnel, The Contractor will provide all necessary management, supervision, personnel, labor, tools, services, materials, and equipment for each of the unit prices bid. This is the means of payment, and is intended to be the price inclusive of all Contractor costs.

Where applicable, specifications shall apply in the following order of preference:

- 1) A specification provided in these Contract Documents.
- 2) A Montgomery County Department of Transportation Standard specification or detail.
- 3) The most recent version of the Maryland State Highway Administration's Standard Specifications for Construction and Materials and Supplemental Provisions.

B. REFERENCED STANDARDS AND SPECIFICATIONS

The following specifications and standards, including addenda, amendments and errata, form a part of this specification to the extent required by the references thereto. The Contractor is responsible for adhering to these specifications and any newer versions of the referenced standards and specifications. The list below contains the most frequently used standards that are reference but other references may be referenced in the standard specifications.

American Association of State Highway and Transportation Officials (AASHTO).
Washington

D.C. <<http://www.transportation.org/>>, Referenced as "AASHTO".

American Concrete Institute (ACI), Farmington Hills, Michigan.

<<http://www.concrete.org/general/home.asp>>. Referenced as "ACI".

- ACI-318 – "Building Code Requirements for Reinforced Concrete".

- ACI-350/350R – “Code Requirements for Environmental Engineering Concrete Structures and Commentary”.

- ACI SP-66-94 – “Detail and Detailing of Concrete Reinforcement”. This standard replaced ACI 315-92. American National Standards Institute (ANSI), Washington D.C.

American Society of Testing and Materials International, Standards Worldwide. West Conshohocken, PA. <<http://www.astm.org/Standard/index.shtml>>, Referenced as “ASTM”.

Concrete Reinforcing Steel Institute (CRSI), “Manual of Standard Practice”. Schaumburg, Illinois. <<http://www.crsi.org/>>. Referenced as “CRSI”

- CRSI “Manual of Standard Practice”, 27th edition.

- CRSI 10PLACE “Placing Reinforcing Bars”, 8th edition,

International Code Council (ICC), International Building Code (IBC). Washington D.C. <<http://www.iccsafe.org/>, 2006>. Referenced as “International Building Code”

Maryland Department of the Environment (MDE), Water Management Administration in association with Soil Conservation Service and State Soil Conservation Committee, “1994 Maryland Standards and Specifications for Soil Erosion and Sediment Control”. Baltimore, Maryland. 1994. Reference as “MDE Specifications for Soil Erosion and Sediment Control”.

Maryland Department of Transportation (MDOT), State Highway Administration (MSHA), Hanover, Maryland. < <http://www.mdot.state.md.us/>>. Referenced as “MSHA”.

- “Book of Standards for Highway and Incidental Structures,” January 1, 1970 and all revisions thereof, or additions thereto. Referenced as “MSHA Standard Details”.

- “Standard Specifications for Construction and Materials”, July, 2008 and all revisions thereof, or additions thereto. Referenced as “M.S.H.A. Standard Specifications for Construction and Materials”.

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- "Standard Details for Construction", 2005. Referenced as "WSSC Standard Details".

C. UNDERGROUND UTILITIES

The contractor shall notify respective utility companies in accordance with state law,
regarding possible presence of water, sewer, gas mains, electric wires, conduit,
communication cables (both overhead and underground), poles and house service
connections in the street or common areas in which the construction project is to be
performed.

Prior to the start of any work on the project, the Contractor shall notify Miss Utility 48-
hours in advance. For Locations of Utilities, call "MISS UTILITY", at 811 or 1-800-257-
7777 or <http://www.missutility.net> and must;

(a) Request a MISS UTILITY stakeout and possess a valid MISS UTILITY clearance ticket
number for any underground work.

(b) Contact all utilities within the limits of the Purchase/Work Order who are not members of MISS UTILITY, and obtain a stakeout of their respective facilities.

It is the Contractor's responsibility to locate and verify the elevation of all underground structures and utilities prior to commencing excavation activities of any kind.

The Contractor shall locate all existing utilities and be responsible for their safety. Should any existing utilities be damaged or destroyed due to the operations of the Contractor, the damages or destroyed components shall be immediately replaced or repaired as necessary to restore the utility to a satisfactory working condition. These repairs or replacements shall be at no additional expense to the Administration or the owner of the utility.

D. TECHNICAL SPECIFICATIONS

CATEGORY 100 – PRELIMINARY

ITEM 1001 : MAINTENANCE OF TRAFFIC

GENERAL

The purpose of this item will be to provide for the safe and continuous maintenance of both vehicular and pedestrian traffic throughout the work zones and to minimize accidents and accident severity while at the same time minimizing inconvenience to the traveling public and the Contractor.

The work under this time shall be performed in accordance with all of the applicable provisions of the “Manual on Uniform Traffic control Devices”, and the Maryland State Highway Administration, Standard “Specification for the Construction and Materials” Section 104, 2008 and addenda and errata thereto.

The Contractor shall furnish, install and maintain all necessary barricades, suitable and sufficient caution lights, danger signals, warning signals, arrow boards, and detour signs including any cold mix required for temporary patching of road cuts and utility adjustments. The Contractor shall take all necessary precautions for the protection of work and safety to the public. All barricades and obstructions shall be illuminated at night and all lights shall be kept burning from sunset to sunrise.

WORK RESTRICTION

The Contractor shall contact the adjacent property owners a minimum of 48-hours in advance of any work on the site, informing them of the scope and timing of construction.

Ingress and egress to adjacent properties shall be maintained at all times.

During non-working hours, all excavated materials shall be removed from the roadway; cuts shall be plated, as necessary and two-way traffic shall be maintained.

During working hours, the Contractor may utilize the roadway in accordance with the approved traffic control plan.

The noise levels shall not exceed those established by law and the Engineer reserves the right to impose additional restrictions should it be warranted.

The Contractor shall cooperate in every way with City officials in maintaining, as much as possible, normal vehicular and pedestrian access.

Vehicles parked in the general work area by the Contractor or his employees must be in current or immediate use and must be essential to the completion of that phase of construction in progress. All other vehicles shall be parked or stored as directed by the Project Engineer.

Excavated material shall be stored away from the roadway whenever possible. Any earth or fill material, which might be dropped on the traveled surface of the roadway,

should be removed to avoid slippery conditions. A water truck or other approved method shall be provided to be used as directed by the Project Manager to control dust in all areas of construction.

All traffic control devices not applicable to the actual situation shall be removed, covered, or turned away from the drivers view as soon as possible.

TRAFFIC CONTROL PLAN

The Contractor shall submit in writing, "A Traffic Control Plan", described for purpose of this bid as a T.C.P.

The T.C.P. for each street shall be submitted to the Director of Public Works, for approval, two (2) weeks prior to implementation. No work shall begin without a signed approval.

The T.C.P. should include the proposed method for providing the safe and continuous maintenance of vehicular and pedestrian traffic as previously described. The T.C.P. should indicate the types of and locations for all related signing, temporary stripping and/or any other applicable devices.

The option to detour daytime traffic should be considered in the development of the T.C.P. Since it is the intent to reconstruct the street in a systematic manner, properly signed and well planned daytime detours may be approved for certain streets where traffic flow will be severely impeded.

FIELD PERSONNEL

In accordance with MSHA Specification Section 104.18, the Contractor shall name in writing a Traffic Manager to implement Traffic Control Plans and this person shall be readily available at the worksite during all working hours. The Traffic Manager shall be familiar with the traffic control plan, and have received training on the implementation of Part VI of the MUTCD. Flag persons for any nighttime work must wear retro-reflective clothing. This clothing must show the outline of a human form.

CONSTRUCTION REQUIREMENT

The Contractor shall provide for the safe and expeditious movement of all traffic thought the work zone in accordance with the approved T.C.P., special provisions and as directed by the Engineer.

MEASUREMENT AND PAYMENT

Maintenance of Traffic will not be measured but will be paid for on a **per work day basis**. All work incidental to the maintenance of traffic, including flag person; the relocating, maintaining and removal of existing traffic signs and other traffic devices, development and implementation of a T.C.P. will be paid for at a per work day price for maintenance of traffic. This price shall include all materials, labor and work of any kind incidental to this item.

NOTICE TO BIDDER

A qualified traffic control person shall be in charge of setting up all traffic control devices at the beginning of the day, as well as removing all unnecessary signage at the close of the day.

ITEM 1002 : PORTABLE VARIABLE MESSAGE SIGNS (PVMS)

GENERAL

This item shall be in accordance with Subsection 104.19 of "M.S.H.A. Standard Specifications for Construction and Materials" and as directed by the Project Engineer.

DESCRIPTION

The work for this item shall provide to furnish, install and relocate portable, self-contained, trailer mounted, variable message signs. The use of this item shall be specified in the Traffic Control Plan.

MEASUREMENT AND PAYMENT

The Portable Variable Message Sign will be measured and paid for at the Contract price per unit day as specified in in Subsection 104.19.04 of the "M.S.H.A. Standard Specifications for Construction and Materials".

ITEM 1003 : TEMPORARY ORANGE CONSTRUCTION FENCE

GENERAL

This item shall be in accordance with Subsection 104.20 of "M.S.H.A. Standard Specifications for Construction and Materials" and as directed by the Project Engineer.

DESCRIPTION

The work for this item shall provide to furnish, install and maintain new or like new temporary orange mesh construction fence. This fence is not to be used as a safety barrier

MEASUREMENT AND PAYMENT

The Temporary Orange Construction Fence will be measured and paid for at the Contract Unit Price bid per linear feet as specified in in Subsection 104.20.04 of the "M.S.H.A. Standard Specifications for Construction and Materials".

CATEGORY 200 – GRADING

ITEM 2001 : GENERAL EXCAVATION

GENERAL

This item shall be conducted in accordance with Section 201 “M.S.H.A. Standard Specifications for Construction and Materials”, the Contract Documents, the approved plans and as specified below.

DESCRIPTION

Replace 201.01 DESCRIPTION and 201.01.01 CLASSIFICATION in Section 201 of the “M.S.H.A. Standard Specifications for Construction and Materials” with the following:

201.01 DESCRIPTION This work shall consist of the excavation, grading and any necessary undercutting required for the construction of roadways and their appurtenances to the lines and grade specified in the Contract Documents and as directed by the Project Engineer. The Contractor shall use all suitable materials from any excavation in the construction of embankments throughout the limits of the work as directed by the Project Engineer. Any necessary undercutting shall be approved by the Contract Administrator or Designee in advance. Any rock, if encountered, will be the responsibility of the Contractor and no additional compensation will be considered.

201.01.01 Classification. GENERAL EXCAVATION is all inclusive of the following:

- (a) CLASS 1 — All excavation where the width of the bottom of the cut is 15 ft. or more.
- (b) CLASS 1-A — All excavation of unsuitable material below the lowest excavation limits established.
- (c) CLASS 2 — All excavation where the width of the bottom of the cut is less than 15 ft. Excavation for flumes, ditches outside cut or fill slopes, and stream and channel changes are included in this classification unless otherwise specified.
- (d) Cut areas within the boundary faces of the typical cross sections specified, including ditches within the cut sections, entrances, approach roads, streets, intersections, gutters, ditches, berm ditches, and flumes.
- (e) The removal and disposal of existing hot mix asphalt and concrete pavement, hot mix asphalt and concrete sidewalks and curb, and concrete combination curb and gutter, shall be performed as specified in this Contract Document.

MEASUREMENT AND PAYMENT

Replace 201.04 MEASUREMENT and PAYMENT in Section 201 of the “M.S.H.A. Standard Specifications for Construction and Materials” with the following:

General Excavation will be measured and paid for at the Contract Unit Price bid per cubic yard. Payment for this item includes, but is not limited to, all Class 1, Class 1-A, and Class 2 Excavation. The payment will be full compensation for all excavation and hauling, blasting, formation and compaction of embankments and backfills, disposing of excess and unsuitable materials, preparation and completion of subgrade and shoulders except as otherwise specified, serrated slopes, rounded and transition slopes, and for all material, labor, equipment, tools, and incidentals necessary to complete the work. Payment will not be made for excavation of any material used for purposes other than those specified.

ITEM 2002 : TEST PIT EXCAVATION

DESCRIPTION

This item shall be conducted in accordance with Section 205 of the "M.S.H.A. Standard Specifications for Construction and Materials", as directed by the Project Engineer, and as specified herein. Excavate and backfill test pits to determine the location of existing underground utilities. Prior to any land disturbance, excavate test pits at the location and to the size and depth as directed and authorized by the Project Engineer.

MEASUREMENT AND PAYMENT

This item will be measured and paid for at the Contract Unit Price bid per cubic yard for the material actually removed from within the limits specified. The payment will be full compensation for all excavation, tamped backfill, and all material, labor, equipment, tools, and incidentals necessary to complete the work.

ITEM 2003 : FULL DEPTH SAW CUT

DESCRIPTION

This item shall be conducted in accordance with Section 206 of the "M.S.H.A. Standard Specifications for Construction and Materials" and as specified herein. Saw cut to full depth along the lines specified or as directed.

MEASUREMENT AND PAYMENT

This item will be measured and paid for at the Contract Unit Price bid per linear foot as specified in Section 206 of the "M.S.H.A. Standard Specifications for Construction and Materials".

ITEM 2004 : REMOVAL OF EXISTING CURB AND GUTTER

DESCRIPTION

This item shall be conducted in accordance with Section 206 of the “M.S.H.A. Standard Specifications for Construction and Materials”, Montgomery County Department of Transportation (MCDOT), and as specified herein.

MEASUREMENT AND PAYMENT

This item will be measured and paid for at the Contract Unit Price bid per linear foot as specified in Section 206 of the “M.S.H.A. Standard Specifications for Construction and Materials”.

ADD THE FOLLOWING: This item shall include the excavation and removal of any unsuitable material as directed by the Project Engineer.

ITEM 2005 : REMOVAL OF EXISTING SIDEWALK

ITEM 2006 : REMOVAL OF EXISTING PAVING

DESCRIPTION

These items shall be conducted in accordance with Section 206 of the “M.S.H.A. Standard Specifications for Construction and Materials”, Montgomery County Department of Transportation (MCDOT), and as specified herein.

MEASUREMENT AND PAYMENT

These items will be measured and paid for at the Contract Unit Price bid per cubic yard as specified in Section 206 of the “M.S.H.A. Standard Specifications for Construction and Materials”.

ADD THE FOLLOWING: These items shall include the excavation and removal of any unsuitable material as directed by the Project Engineer.

CATEGORY 300 – DRAINAGE

ITEM 3001 : RAISE AND/OR ADJUST INLET TOPS AND THROATS TO MEET GRADE

GENERAL

This item is for adjustment of all curb inlets to meet the new elevation as directed by Project Engineer. The adjustments shall be in accordance with “M.S.H.A. Standard Specifications for Construction and Materials” and the Montgomery County Department of Transportation (MCDOT) Standard Specifications.

DESCRIPTION

The work under this item shall include but not limited to the following:

1. Remove the top and/or throat section as required.
2. Raise to the new elevation by the use of rings for pre-cast or brick for masonry structures.
3. Reset inlet tops for pre-cast or brick up and pour new throats using SHA mix 3 concrete for masonry inlets to receive the existing top.
4. Care should be taken in the removal and handling of the existing tops. Any careless handling that creates damage shall be the responsibility of the contractor.

MEASUREMENT AND PAYMENT

This item will not be measured but shall be placed on an each basis. The Contract Unit Price bid on an each basis shall be full compensation for all work necessary to raise the existing inlets to meet the new grade and shall include all labor material, equipment, tools, rings, brick, mortar, paint and all other items incidental to the performance of the work.

ITEM 3002 : REMOVE, DISPOSE AND REPLACE/REPAIR STORM DRAIN INLETS AND TOPS

GENERAL

This item is for the removal, disposal and repair of storm drain inlets, as directed by Project Engineer. These modifications shall be in accordance with "M.S.H.A. Standard Specifications for Construction and Materials" and the Montgomery County Department of Transportation (MCDOT) Standard Specifications.

DESCRIPTION

This item shall also include:

1. The removal and disposal of damaged existing storm drain inlets, including excavation of any unsuitable material.
2. The furnishing and placing of new materials, repair of existing structure as directed, any reinforced concrete slabs, tops, all concrete and brick masonry, all required grade and slope adjustments, special or precast units. Per MSHA and MCDOT specs.
3. Back filling, compacting and stabilizing, in kind, all disturbed areas resulting from the inlet replacement.
4. All labor, materials and incidentals necessary to completing the work as directed.

MEASUREMENT AND PAYMENT

Surface measurements of the completed storm drain inlet shall be taken from which the areas in square yards of completed work shall be computed and used for payment. No matter the thickness. The Contract Unit Price bid per square yard shall be full compensation for the removal, disposal and replacement of the inlets as directed. Included in this item shall be all saw cuts, excavation, sub-grade preparation, forms, reinforcement, concrete joint materials, curing compound, brick masonry, finishing, compacting and stabilizing, in kind, of all the disturbed areas resulting from this work. Also included shall be all labor tools, equipment, and incidentals necessary to perform the work.

ITEM 3003 : “GUTTERBUDDY” OR APPROVED EQUAL INLET PROTECTION

GENERAL

This item is for the protection of existing inlets to prevent sediment, debris and other pollutants from entering the storm water systems during construction.

The work under this item shall be performed in accordance with manufacturers detail and specifications. This item includes the installation, maintenance and removal of silt fence necessary to construct the project in accordance with the mandatory sediment control measures, as directed by the Project Engineer.

MEASUREMENT AND PAYMENT

“Gutterbuddy” or approved equal will be measured and paid for at the Contract Unit Price bid per linear foot. The payment will be full compensation for material, labor, equipment, tools, removal, maintenance, and incidentals necessary to complete the work,

ITEM 3004 : SILT FENCE

GENERAL

The work under this item shall be performed in accordance with Section 308 of the “M.S.H.A. Standard Specifications for Construction and Materials”.

This item includes the installation, maintenance and removal of silt fence necessary to construct the project in accordance with the mandatory sediment control measures, as directed by the Project Engineer.

MEASUREMENT AND PAYMENT

Silt Fence will be measured and paid for at the Contract Unit Price bid per linear foot. The payment will be full compensation for all material, labor, equipment, tools, and incidentals necessary to complete the work.

- ITEM 3005 : NEW PIPE CONNECTIONS TO EXISTING STORM DRAIN STRUCTURES**
- ITEM 3006 : FURNISH & INSTALL 15" CL. IV RCP**
- ITEM 3007 : FURNISH & INSTALL 18" CL. IV RCP**
- ITEM 3008 : FURNISH & INSTALL 24" CL. IV RCP**

GENERAL

The work described in Items 3005-3008 shall be conducted in accordance with Section 303 of the "M.S.H.A. Standard Specifications for Construction and Materials", the Montgomery County Department of Transportation (MCDOT) Standard Specifications, the Contract Documents, the approved plans, and as directed by the Project Engineer.

MEASUREMENT AND PAYMENT

Item 3005 - New Pipe Connection to Existing Storm Drain Structures as specified in the Contract documents will be measured complete in place and paid for at the Contract Unit Price bid per each as specified in Section 303 of the "M.S.H.A. Standard Specifications for Construction and Materials".

Items 3006 to 3008 - 15" CL. IV RCP, 18" CL. IV RCP, and 24" CL. IV RCP as specified in the Contract documents will be measured complete in place and paid for at the Contract Unit Price bid per linear foot as specified in Section 303 of the "M.S.H.A. Standard Specifications for Construction and Materials".

- ITEM 3009 : STANDARD "WR" INLET SHA MD 374.21 (MAXIMUM 8 FOOT DEPTH)**
- ITEM 3010 : "A-5" INLET MC-501.01 (MAXIMUM 8 FOOT DEPTH)**
- ITEM 3011 : "A-10" INLET MC-501.01 (MAXIMUM 8 FOOT DEPTH)**
- ITEM 3012 : "J" INLET MC-506.01 (MAXIMUM 8 FOOT DEPTH)**

GENERAL

The work described in Items 3009-3012 shall be conducted in accordance with Section 305 of the "M.S.H.A. Standard Specifications for Construction and Materials", the Montgomery County Department of Transportation (MCDOT) Standard Specifications, the Contract Documents, the approved plans, and as directed by the Project Engineer.

MEASUREMENT AND PAYMENT

Std. "WR" Inlet, "A-5" Inlet, "A-10" Inlet, and "J" Inlet as specified in the Contract documents will be measured complete in place and paid for at the Contract Unit Price bid per each as specified in Section 305 of the "M.S.H.A. Standard Specifications for Construction and Materials". Measurement will be from the bottom of the inlet base to the top of the inlet frame and cover or grate.

ITEM 3013 : VERTICAL DEPTH - ALL INLETS

GENERAL

This item is for any extra vertical depth inlet in accordance with Section 305 of the "M.S.H.A. Standard Specifications for Construction and Materials", the approved plans and as directed by the Project Engineer.

MEASUREMENT AND PAYMENT

The accepted quantities of extra depth inlet will be paid for at the contract unit price per vertical foot complete in place which price will be full compensation for materials and materials' testing; excavation, special protection; placing, protection and curing of concrete; laying, plastering, protection and curing of brick work; placing and jointing precast sections; construction of steps and channel; cleaning and inspection, and backfilling.

CATEGORY 500 - PAVING

ITEM 5001 : FURNISH AND INSTALL MDSHA GRADED AGGREGATE BASE COURSE: VARIABLE DEPTH/WIDTH

GENERAL

This item shall be conducted in accordance with Section 501 of the "M.S.H.A. Standard Specifications for Construction and Materials", the Contract Documents and as specified herein.

MEASUREMENT AND PAYMENT

This item will not be measured but shall be placed on a tonnage basis. Payment will be made off the delivery tickets to the site from the supplier of the MDSHA Graded Aggregate Base Course. The Contract Unit Price bid per ton shall be full compensation for all aggregate, including excavation and off-site disposal of excess material, furnishing, hauling, placing, curing, and for all material, labor, equipment, tools, and incidentals necessary to complete the work as directed.

ITEM 5002 : FURNISH AND INSTALL MDSHA #57 AGGREGATE

GENERAL

This item shall be conducted in accordance with Section 501 of the "M.S.H.A. Standard Specifications for Construction and Materials", the Contract Documents and as specified herein.

MEASUREMENT AND PAYMENT

This item will not be measured but shall be placed on a tonnage basis. Payment will be made off the delivery tickets to the site from the supplier of the MDSHA #57 Aggregate. The Contract Unit Price bid per ton shall be full compensation for all aggregate, including excavation and off-site disposal of excess material, furnishing, hauling, placing, curing, and for all material, labor, equipment, tools, and incidentals necessary to complete the work as directed.

ITEM 5003 : BITUMINOUS CONCRETE ASPHALT FOR SURFACE COURSE : 2 INCH DEPTH AS SPECIFIED (ASPHALT TO BE 64-22-12.5 MM SUPERPAVE) ESAL 3

GENERAL

This item is for the placement of a 2 inch surface course in accordance with Section 504 of the "M.S.H.A. Standard Specifications for Construction and Materials" and as directed by the Project Engineer. 64-22-12.5 MM Superpave mix shall be used.

DESCRIPTION

The work to be performed under this item shall include but not limited to the following:

1. Furnish and place 64-22-12.5 MM Superpave asphalt mix.
2. Clean all areas where surface is to be placed.
3. Saw cut and prepare all joints where new asphalt joins existing pavement.
4. Clean up all asphalt scatterings once the surface has been installed.

MEASUREMENT AND PAYMENT

This item will not be measured but shall be placed on a tonnage basis. The contractor shall supply plant tickets to the Project Engineer for quantity verification. The Contract Unit Price bid per ton shall be full compensation for the furnishing, placing and compacting the surface course. Also included in this item shall be all labor, equipment, temporary striping, and incidentals necessary to place the surface course as specified, day or night paving as directed.

**ITEM 5004 : BITUMINOUS CONCRETE ASPHALT FOR BASE PATCHES AND NEW BASE
(ASPHALT TO BE 64-22-19 MM SUPERPAVE) ESAL 3**

GENERAL

This item is for the removal and replacement of existing base failures where directed including all excavation (any type) as well as the installation of new base where directed.

The work performed under this item shall be in accordance with Section 504 and 904 of the "M.S.H.A. Standard Specifications for Construction and Materials" and as directed by the Project Engineer.

DESCRIPTION

This item has been provided to repair, certain base failures as directed by the Project Engineer as well as the installation of new base in authorized areas.

The following items of work shall be included under this item:

1. Saw cut, remove and dispose of failed asphalt base as directed, including all excavation.
2. Stabilize and prepare sub-base to receive new paving.
3. Furnish, install and compact new asphalt base.
4. Furnish all labor equipment tools and any incidentals necessary to perform the work.

NOTE: No additional compensation will be justified should old concrete utility patches be encountered

MEASUREMENT AND PAYMENT

This item will not be measured but shall be placed on a tonnage basis. The contractor shall supply plant tickets to the Project Engineer for quantity verification. The Contract Unit Price bid per ton shall be full compensation for saw cutting, excavating, stabilizing the sub-grade, furnishing, installing, and compacting the new material, disposing of all excavated pavement, all tools, equipment and incidentals necessary to install base patches.

**ITEM 5005 : BITUMINOUS CONCRETE ASPHALT FOR SURFACE COURSE: 1 1/2 INCH DEPTH
AS SPECIFIED (ASPHALT TO BE 64-22- 9.5 MM SUPERPAVE) ESAL 3**

GENERAL

This item is for the placement of a 1 1/2 inch surface course in accordance with Section 504 of the "M.S.H.A. Standard Specifications for Construction and Materials" and as directed by the Project Engineer. 64-22-9.5 MM Superpave mix shall be used.

DESCRIPTION

The work to be performed under this item shall include but not limited to the following:

1. Furnish and place 64-22-9.5 MM Superpave asphalt mix.
2. Clean all areas where surface is to be placed.
3. Saw cut and prepare all joints where new asphalt joins existing pavement.
4. Clean up all asphalt scatterings once the surface has been installed.

MEASUREMENT AND PAYMENT

This item will not be measured but shall be placed on a tonnage basis. The contractor shall supply plant tickets to the Project Engineer for quantity verification. The Contract Unit Price bid per ton shall be full compensation for the furnishing, placing and compacting the surface course. Also included in this item shall be all labor, equipment, temporary striping, and incidentals necessary to place the surface course as specified.

ITEM 5006 : FURNISH AND INSTALL CONCRETE BUS PAD (IN ROADWAY)

GENERAL

This item shall be conducted in accordance with Section 520 of the "M.S.H.A. Standard Specifications for Construction and Materials", the Contract Documents, and as specified herein.

DESCRIPTION

This item shall consist of the construction of concrete bus pads to match the existing line and grade in accordance with the specifications, the Concrete Bus Pad Detail attached herein, and/or as directed by the Engineer.

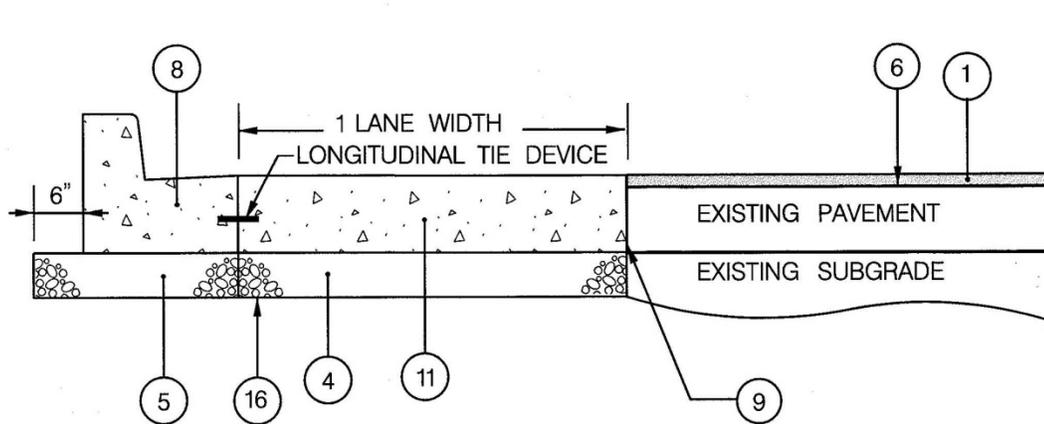
MEASUREMENT AND PAYMENT

This item will be measured and paid for at the Contract Unit Price bid per square yard. The payment will be full compensation to furnish all materials and perform all work necessary, including all excavation, grading, disposal of excess or unsuitable material, finishing, curing, joints, joint construction, saw cutting and joint sealing, and for all material, labor, equipment, tools and incidentals necessary to complete the work.

ITEM 5006 – CONCRETE BUS PAD

LEGEND

- 1 - 2" HOT MIX ASPHALT SUPERPAVE 12.5mm, FOR SURFACE
- 4 - 6" GRADED AGGREGATE BASE COURSE (GAB)
- 5 - 6" GRADED AGGREGATE BASE COURSE (GAB) (INCIDENTAL TO CURB & GUTTER)
- 6 - TOP OF EXISTING PAVEMENT SURFACE AFTER NOMINAL 2" GRINDING
- 8 - CONCRETE CURB AND GUTTER
- 9 - FULL-DEPTH SAW CUT (INCIDENTAL)
- 11 - 8" PLAIN PORTLAND CEMENT CONCRETE PAVEMENT, MIX NO. 9 HE
- 16 - TOP OF SUBGRADE AND LIMIT OF EXCAVATION



NOTES:

- A) CONSTRUCT CONTRACTION JOINTS AT A MAXIMUM SPACING OF 15 FEET, AND MATCHING ADJACENT CURB JOINT LOCATIONS, PER SECTION 520 AND MD 572.21, EXCEPT THE SAW CUTS SHALL BE 18" WIDE, 3" DEEP AND DO NOT REQUIRE SEALING.
- B) NO MID-SLAB REINFORCEMENT IS REQUIRED.
- C) LOAD TRANSFER DEVICES – #8 DOWEL BARS, 18" LONG, 12" ON CENTER, PLACED 6" FROM LONGITUDINAL JOINTS.
- D) LONGITUDINAL TIE DEVICES – #4 BARS, 14" J BAR, PLACED 36" ON CENTER (AT SLAB/CURB INTERFACES).

CONCRETE BUS PAD DETAIL

NTS

ITEM 5007 : FURNISH AND INSTALL STAMPED COLORED PORTLAND CEMENT CONCRETE CROSSWALKS

GENERAL

This item shall be conducted in accordance with Section 520 of the “M.S.H.A. Standard Specifications for Construction and Materials”, the Contract Documents and as specified herein.

DESCRIPTION

This work shall consist of furnishing and installing stamped colored Portland cement concrete (PCC) crosswalks. The stamped pattern PCC treatment shall be applied according to the manufacturers' specifications and these specifications. The location, pattern, and color shall be as specified in the Contract Documents and as directed by the Engineer.

MATERIALS.

| | |
|---|--------|
| Concrete Mix No. 9 | 902.10 |
| Portland Cement Concrete & Related Products | 902 |

CONSTRUCTION

The contractor shall use a coloring system from one supplier only. No mixing of materials from different suppliers will be allowed. The Contractor shall use an integral color hardener. The Quality Control Plan shall include the coloring system that the Contractor will be using. The crosswalks shall not be placed until the inside and outside curb and/or curb and gutter have been placed.

1. QUALITY CONTROL PLAN

The Contractor shall submit to the Engineer for approval a written Quality Control Plan at least two weeks prior to the planned start of the stamped pattern work. The plan shall include how the Contractor intends to control the equipment and material application for the treatment process of the PCC surface and to ensure conformance with the manufacturers specifications and Contract Documents. The type of coloring method, color, and a list of materials being used in the project shall be included. For this project no acid type of agents shall be used to clean or treat any of the PCC surfaces.

2. OBSERVATION AND MAINTENANCE PERIOD

The Contractor shall be responsible for any defects in the materials and workmanship of the stamped colored PCC crosswalk treatments for a period of one year from date of completion of the project.

MEASUREMENT AND PAYMENT

Stamped Colored Portland Cement Concrete Crosswalks will be measured and paid for at the Contract Unit Price bid per square yard including the pertinent coloring and stamping system. The square yard measurement will be computed on the basis of plan width and as-built length measured along the pavement center line. The payment will be full compensation for all concrete coloring agents, release agents, concrete, forms, reinforcement steel, chairs, epoxy coating, finishing, curing, joints, joint construction, saw cutting and joint sealing and for all material, labor, equipment, tools, and incidentals necessary to complete the work. The price and payment also includes removal and disposal of materials required to place the Stamped Colored Portland Cement Concrete Crosswalks.

ITEM 5008 : FURNISH & INSTALL IMPRINT CROSSWALKS

GENERAL

This work shall consist of construction of a hot resin based compound in crosswalk areas that is imprinted with a mold to create the appearance of brick pavers in areas designated on the plans and details, in accordance with the plans and specifications.

MATERIALS

Hot Applied Resin

Hot applied resin based material incorporating graded sand and granite aggregates, reinforced with fibers laid $\frac{1}{2}$ to $\frac{3}{4}$ inch thick, shall be a full-thickness "Burnt Red-w/ Brick stamping" or as directed by the Project Engineer color, developed specifically for use on Hot Mix Asphalt or Portland Cement Concrete such as manufactured by Jarvis Infrastructure Service USA, Inc., (www.jarvi-usa.com) or approved equal. The aggregate in the material shall consist of a mixture of granite and rubber granules, glass and fibers and the binder shall be a colored synthetic bitumen that produces a product with superior adhesion, flexibility and abrasion resistance characteristics as well as color stability, chemical resistance and scrub ability.

MATERIALS

The Surface Course shall be milled 0.5 -0.75" deep if a 'flush finish' required. The hot mixed resin material shall be installed 0.5 -0.75" thick to maintain the previous grade of the surface. In accordance with the manufactures requirements, the hot resin material shall be imprinted with molds that will produce a brick pattern. After the resin material has cooled, a 8" wide thermoplastic stripe shall be installed on both sides of the crosswalk. The crosswalks can be opened to traffic no sooner than 45 minutes after installation or as per the manufacturer's recommendation.

MEASUREMENT AND PAYMENT

The quantity of this item to be paid will be the Contract Unit Price bid per square yards of imprint crosswalk, complete and accepted. No deduction will be made for the area(s) occupied by manholes, inlets, drainage structures, or by any public utility appurtenances within the area. Milling required for the placement of imprint crosswalk will be included in the cost of imprint crosswalk. The payment will be full compensation to furnish all materials and perform all work necessary to complete the work.

ITEM 5009 : GRINDING HOT MIX ASPHALT PAVEMENT

GENERAL

This item shall be conducted in accordance with Section 509 of the "M.S.H.A. Standard Specifications for Construction and Materials", the Contract Documents and as specified herein.

MEASUREMENT AND PAYMENT

Grinding Hot Mix Asphalt Pavement shall be measured and paid for at the Contract Unit Price bid per square yard as specified in Section 509 of the "M.S.H.A. Standard Specifications for Construction and Materials".

ITEM 5010 : PROTECTIVE NON WOVEN MEMBRANE (AMOCO'S PETROMAT TYPE NO. 4597 OR APPROVED EQUAL) FOR PREVENTION OF REFLECTIVE CRACKING AND SEALING

GENERAL

This item has been included to provide sealing and protection against cracking in the bituminous concrete overlay. The membrane shall be a non-woven polypropylene fabric (AMOCO's Petromat Style No. 4597) as manufactured by Amoco Fabric and Fibers Corp., 75 Parkway, Atlanta, Georgia 30339, telephone #1-800-445-7732. Local distributors are A.C.F., Inc., Phone 1-448-3636 or Road Fabric, Inc., Phone 1-804-566-8688. The fabric shall be installed at the locations directed by the Engineer.

NOTE: Other manufacturer's material may be submitted for approval.

MATERIAL

The fabric shall be a non-woven polypropylene fabric weighing 4.6 ounces per square yard as manufactured by Amoco Fabric and Fiber Corporation (ASTM D-3776) typical. The fabric shall also meet the following physical properties: thickness 40 mills ASTM-D-177 typical, tensile strength 120 pounds ASTM D-4632 typical, elongation 50% ASTM D 4632 typical, puncture strength 75 pounds ASTM D 4833 typical, puncture strength 75 pounds ASTM D 4833 typical, Mullen burst strength 230 PSI, ASTM D 3786 typical and asphalt retention 0.25 gal/sq.yd. typical.

The asphalt sealant shall be asphalt cement grade by viscosity at 60° centigrade (original asphalt) AC-10 for temperatures below 55° above F. (Liquid asphalt ASTM-D-946-76). Emulsified asphalt will not be permitted.

MEASUREMENT AND PAYMENT

The quantity of this item to be paid will be the Contract Unit Price bid per square yards measured in place, and shall be full compensation for this item, and shall include the cleaning of the streets, repairing all cracks, furnishing of the fabric and sealant, all tools, equipment, labor and incidentals necessary to satisfactorily place the fabric as directed by the manufacturer and Engineer.

NOTE: A manufacturer's certificate of certification must accompany each roll of fabric delivered to the job site.

**ITEM 5011 : REMOVE AND RECONSTRUCT SPEED HUMP/RAISED CROSSWALK
(FLAT TOP PROFILE - ANY SIZE/ANY TYPE)**

DESCRIPTION

This work is for the complete removal and the reconstruction of existing Speed Hump/Raised Crosswalk.

MATERIAL

| | |
|--|--------|
| Hot Mix Asphalt Mixes | 904.04 |
| Heat Applied Permanent Preformed Thermoplastic Pavement Marking Material | 951.06 |
| Tack Coat | 904.03 |

CONSTRUCTION

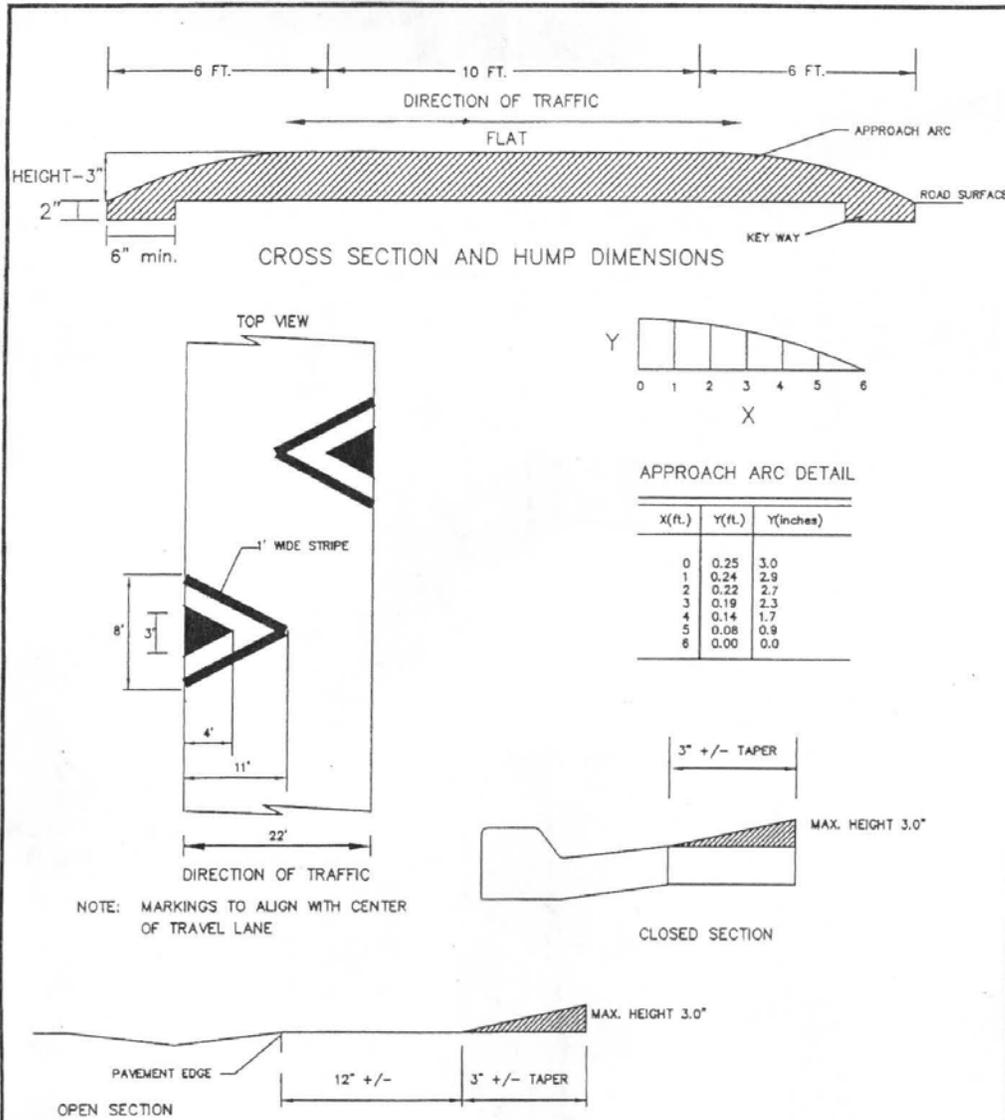
The existing Speed Hump/ Raised Crosswalk will be removed in its entirety and relocated and reconstructed in the location as shown on the approved plans and as directed by the Project Engineer. The replacement Speed Hump/ Raised Crosswalk shall be constructed according to the Montgomery County Department of Permitting Services Details and specifications as contained herein.

Note: Both ends of each Speed Hump/ Raised Crosswalk shall be sawcut and milled to a depth of 2" and width of at least 6" for the entire length of each Speed Hump/ Raised Crosswalk.

MEASUREMENT AND PAYMENT

Remove and Reconstruct Speed Hump/ Raised Crosswalk (flat top profile) including Pavement Markings will be measured and paid for at the Contract Unit Price bid per square yard. The payment will be full compensation for the removal and disposal off site of the existing Speed Hump/ Raised Crosswalk in its entirety, the furnishing and placement of all materials required for the re-construction of the Speed Hump/ Raised Crosswalk including the permanent pavement markings, and for all equipment, labor, tools, Traffic Control, and incidentals necessary to complete the work.

ITEM 5011 - SPEED HUMP

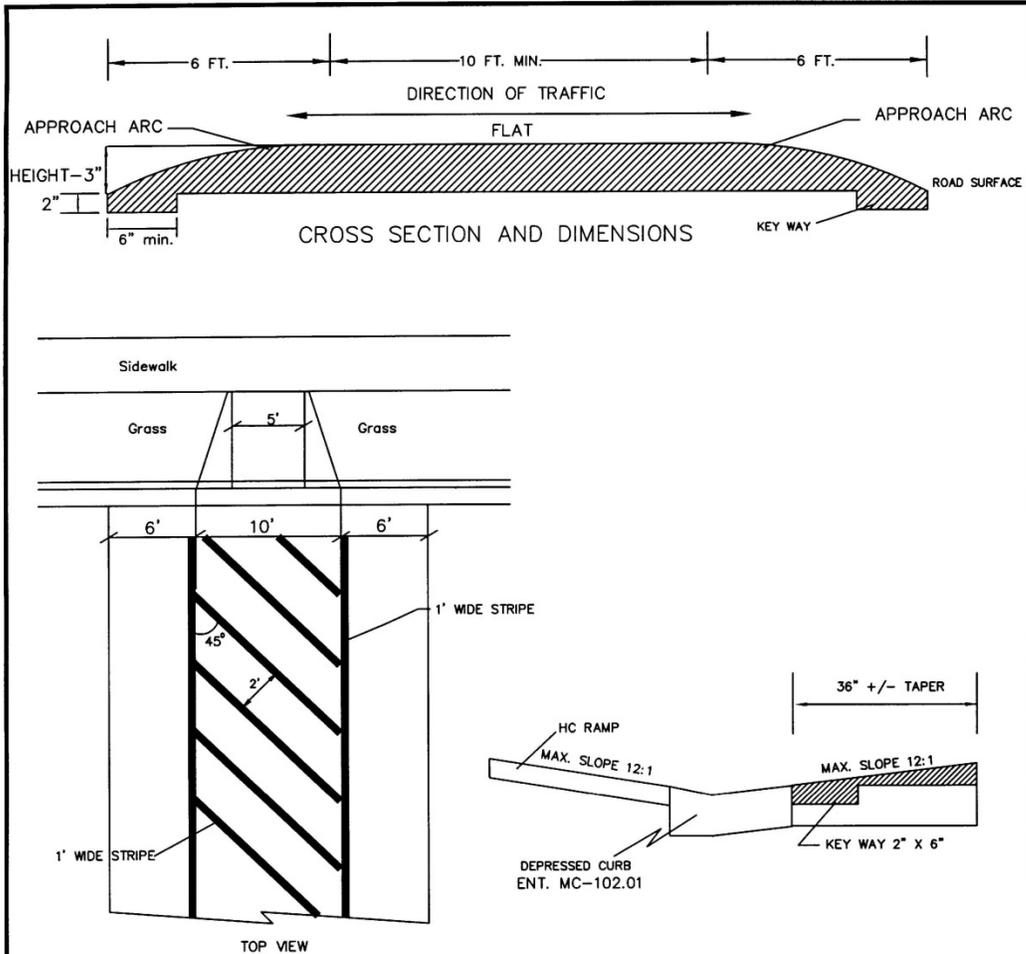


GENERAL NOTES

1. THIS GUIDELINE MAY BE USED ONLY WITH THE PRIOR APPROVAL OF DPWT OR DPS.
2. SIGNING AND MARKING TO BE IN ACCORDANCE WITH APPLICABLE DPWT STANDARD.
3. MODIFY MARKINGS AS NECESSARY FOR ONE WAY STREETS.

| | | |
|---|--|--|
| APPROVED <u>5/19/2011</u> DATE MANAGER, RIGHT-OF-WAY PLAN REVIEW SECTION | REVISED <u>Approach</u> <u>Arc</u> | MONTGOMERY COUNTY DEPARTMENT OF PERMITTING SERVICES SPEED HUMP FLAT TOP PROFILE GUIDELINE |
|---|--|--|

ITEM 5011-RAISED CROSSWALK



GENERAL NOTES

1. THIS GUIDELINE MAY BE USED ONLY WITH THE PRIOR APPROVAL OF DPWT OR DPS.
2. MATERIALS TO CONFORM WITH APPROVED STORM DRAIN & PAVING PLAN.
3. SIGNING AND MARKING TO BE IN ACCORDANCE WITH APPLICABLE DPWT STANDARD.
4. MODIFY MARKINGS AS NECESSARY FOR ONE WAY STREETS.
5. USE WATTS PROFILE GUIDELINE FOR APPROACH ARC.
6. SEE STANDARD MC 112.01 FOR PEDESTRIAN RAMP.

| | | | |
|---|---------|---------|-----------------------------------|
| APPROVED | 3/19/03 | REVISED | MONTGOMERY COUNTY |
| | DATE | | DEPARTMENT OF PERMITTING SERVICES |
|  MANAGER, RIGHT-OF-WAY PERMITTING AND PLAN REVIEW SECTION | | | RAISED CROSSWALK |
| | | | GUIDELINE |

ITEM 5012 : 5 INCH YELLOW SOLID PAVEMENT MARKING PAINT LINES
ITEM 5013 : 5 INCH WHITE DASHED PAVEMENT MARKING PAINT LINES
ITEM 5014 : 12 INCH WHITE SOLID PAVEMENT MARKING PAINT LINES
ITEM 5015 : 16 INCH WHITE SOLID PAVEMENT MARKING PAINT LINES
ITEM 5016 : 4 INCH WHITE SOLID PAVEMENT MARKING PAINT LINES – PARKING SPACE MARKING

GENERAL

Pavement Marking Paint Lines shall be conducted in accordance with Section 550 of the “M.S.H.A. Standard Specifications for Construction and Materials”, the Contract Documents and as specified herein.

MEASUREMENT AND PAYMENT

Pavement Marking Paint lines shall be measured and paid for at the Contract Unit Price bid per linear foot as specified in Section 550 of the “M.S.H.A. Standard Specifications for Construction and Materials.

ITEM 5017 : PREFORMED THERMOPLASTIC PAVEMENT MARKINGS: ARROW-WHITE
ITEM 5018 : PREFORMED THERMOPLASTIC PAVEMENT MARKINGS: TEXT-WHITE

GENERAL

Prefomed Thermoplastic Pavement Markings, Arrows, and Text, shall be conducted in accordance with Section 556 of the “M.S.H.A. Standard Specifications for Construction and Materials”, the Contract Documents and as specified herein.

MEASUREMENT AND PAYMENT

Replace 556.04 Measurement and Payment in Section 556 of the “M.S.H.A. Standard Specifications for Construction and Materials with the following:

The Payment will be full compensation for all pavement preparation, traffic control, furnishing and placing of markings, testing, and for all material, labor, equipment, tools, and incidentals necessary to complete the work.

Prefomed Thermoplastic Pavement Marking Legends (letters and numbers) and Symbols (Arrows and Text) will be measured and paid for at the Contract Unit Price bid per each as specified in the Contract Documents.

CATEGORY 600 - SHOULDERS

ITEM 6001 : REMOVE, DISPOSE AND REPLACE CONCRETE CURB AND GUTTER (ALL TYPES)

GENERAL

This item shall be conducted in accordance with Section 206 and Section 602 of the "M.S.H.A. Standard Specifications for Construction and Materials", the Montgomery County Department of Transportation Standard Details, the Contract Documents, and as specified herein.

DESCRIPTION

The work shall consist of the construction of concrete curb and gutter to match the existing line, grade, and configuration in accordance with these specifications and/or as directed by the Engineer.

The item shall also include, but not limited to:

1. The removal and disposal of the existing curb and gutter, including excavation of any unsuitable material as directed.
2. Furnishing and placing M.S.H.A. Mix 3 concrete for new curb.
3. Finishing and curing of new curb and gutter.
4. No more than 145 linear feet of curb and gutter shall remain open at one time, but not overnight. Backfilling and stabilization shall be completed to comply with this limitation.
5. The use of a curb machine must be approved by the Project Engineer.

MEASUREMENT AND PAYMENT

This item will be measured on the basis of the length of concrete curb and gutter satisfactorily constructed to the required cross-section and grade. Measurements shall be made along the flow line of the curb and gutter parallel to face of curb. The Contract Unit Price bid per linear foot shall be full compensation for the removal, disposal and replacement of all existing curb and gutter as directed, saw cuts, excavation, subgrade preparation, forms, expansion material, joint filler, material, backfilling, compacting, stabilizing in kind, and all other labor and materials incidental to the curb replacement.

ITEM 6002 : FURNISH AND INSTALL CONCRETE CURB AND GUTTER (ALL TYPES)

GENERAL

This item shall be conducted in accordance with Section 602 of the “M.S.H.A. Standard Specifications for Construction and Materials”, the Montgomery County Department of Transportation Standard Details, the Contract Documents, and as specified herein.

DESCRIPTION

The work shall consist of the construction of concrete curb and gutter to match the existing line, grade, and configuration in accordance with these specifications and/or as directed by the Engineer.

The item shall also include, but not limited to:

1. Furnishing and placing M.S.H.A. Mix 3 concrete for new curb.
2. Finishing and curing of new curb and gutter.
3. No more than 145 linear feet of curb and gutter shall remain open at one time, but not overnight. Backfilling and stabilization shall be completed to comply with this limitation.
4. The use of a curb machine must be approved by the Project Engineer.

MEASUREMENT AND PAYMENT

This item will be measured on the basis of the length of concrete curb and gutter satisfactorily constructed to the required cross-section and grade. Measurements shall be made along the flow line of the curb and gutter parallel to face of curb. The Contract Unit Price bid per linear foot shall be full compensation for the installation of all curb and gutter as directed, saw cuts, excavation, subgrade preparation, forms, expansion material, joint filler, material, backfilling, compacting, stabilizing in kind, and all other labor and materials incidental to the curb installation.

**ITEM 6003 : REMOVE, DISPOSE AND REPLACE MONOLITHIC CONCRETE MEDIANS
(M.S.H.A. STD. DETAIL NO. MD 645.01)**

GENERAL

This item shall be conducted in accordance with Section 602 of the “M.S.H.A. Standard Specifications for Construction and Materials”, the Contract Documents, and as specified herein.

DESCRIPTION

This item shall consist of the removal, disposal and replacement of monolithic concrete medians per M.S.H.A. Std. Detail 645.01 (height and width will vary), to match the existing line and grade in accordance with the specifications, and/or as directed by the Engineer.

MEASUREMENT AND PAYMENT

This item will be measured and paid for at the Contract Unit Price bid per square yard. The payment will be full compensation for the removal, disposal and replacement and to furnish all materials and perform all work necessary, including all concrete, forms, excavation, backfill, disposal of excess material, drainage openings, joint sealers, and for all material, labor, equipment, tools and incidentals necessary to complete the work.

**ITEM 6004 : FURNISH AND INSTALL MONOLITHIC CONCRETE MEDIANS
(M.S.H.A. STD. DETAIL NO. MD 645.01)**

GENERAL

This item shall be conducted in accordance with Section 602 of the "M.S.H.A. Standard Specifications for Construction and Materials", the Contract Documents, and as specified herein.

DESCRIPTION

This item shall consist of the construction of monolithic concrete medians per M.S.H.A. Std. Detail 645.01 (height and width will vary), to match the existing line and grade in accordance with the specifications, and/or as directed by the Engineer.

MEASUREMENT AND PAYMENT

This item will be measured and paid for at the Contract Unit Price bid per square yard. The payment will be full compensation to furnish all materials and perform all work necessary, including all concrete, forms, excavation, backfill, disposal of excess material, drainage openings, joint sealers, and for all material, labor, equipment, tools and incidentals necessary to complete the work.

ITEM 6005 : REMOVE, DISPOSE AND REPLACE CONCRETE SIDEWALK AND WHEEL CHAIR RAMPS – (MONTGOMERY COUNTY DOT STD. NO. MC-110.01 OR MC-111.01)

GENERAL

This item shall be conducted in accordance with Section 206 and Section 603 of the “M.S.H.A. Standard Specifications for Construction and Materials”, the Montgomery County Department of Transportation Standard No. MC-110.01 and MC-111.01, the Contract Documents, and as specified herein.

DESCRIPTION

This item shall consist of the construction of concrete sidewalk and or wheel chair ramps to match the existing line and grade in accordance with these specifications, and/or as directed by the Engineer.

1. The removal and disposal of existing sidewalk or wheel chair ramps including excavation of unsuitable material as directed.
2. The furnishing and placing of M.S.H.A. concrete mix 3 for new work.
3. Finishing and curing of new sidewalk using water base cure seal.
4. Back filling, compacting and stabilizing, in kind, all disturbed areas resulting from the sidewalk replacement.
5. All labor and materials incidental to completing the work as described.

MEASUREMENT AND PAYMENT

The Contract Unit Price bid per square yard shall be full compensation for the removal, disposal, and replacement of the concrete sidewalk as directed. Included in this item shall be all materials, curing compound, finishing, back filling, compacting, stabilizing (in kind), all labor, tools, equipment and incidentals necessary to complete the work.

***Any sidewalk and sidewalk ramps that do not conform to the most recent accessibility guidelines of the ADA shall not be measured for payment.**

**ITEM 6006 : FURNISH AND INSTALL CONCRETE SIDEWALK AND WHEELCHAIR RAMPS
(MONTGOMERY COUNTY DOT STD. NO. MC-110.01 OR MC-111.01)**

GENERAL

This item shall be conducted in accordance with Section 603 of the "M.S.H.A. Standard Specifications for Construction and Materials", the Montgomery County Department of Transportation Standard No. MC-110.01 or MC-111.01, the Contract Documents, and as specified herein.

DESCRIPTION

This item shall consist of the construction of concrete sidewalk and or wheel chair ramps to match the existing line and grade in accordance with these specifications, and/or as directed by the Engineer.

1. The furnishing and placing of M.S.H.A. concrete mix 3 for new work.
2. Finishing and curing of new sidewalk using water base cure seal.
3. Back filling, compacting and stabilizing, in kind, all disturbed areas resulting from the sidewalk replacement.
4. All labor and materials incidental to completing the work as described.

MEASUREMENT AND PAYMENT

The Contract Unit Price bid per square yard shall be full compensation for the installation of the concrete sidewalk as directed. Included in this item shall be all materials, curing compound, finishing, back filling, compacting, stabilizing (in kind), all labor, tools, equipment and incidentals necessary to complete the work.

***Any sidewalk and sidewalk ramps that do not conform to the most recent accessibility guidelines of the ADA shall not be measured for payment.**

**ITEM 6007 : REMOVE, DISPOSE, AND REPLACE BRICK SIDEWALK
(MONTGOMERY COUNTY DOT STD. NO. MC-111.02)**

GENERAL

This item shall be conducted in accordance with Section 603 of the "M.S.H.A. Standard Specifications for Construction and Materials", the Montgomery County Department of Transportation Standard No. MC-111.02, the Contract Documents, and as specified herein.

DESCRIPTION

This item is for the removal and reconstruction of existing brick sidewalks to match the existing line and grade in accordance with the specifications, the Montgomery County Department of Transportation Standard No. MC-111.02 attached herein, and as directed by the Engineer.

The Contractor shall submit a brick sample to the Project Engineer for inspection and acceptance a minimum of five (5) working days prior to the scheduled commencement date of work on the sidewalk. The color, texture, and size of any new brick must match that of the existing walk that is to remain in place.

MEASUREMENT AND PAYMENT

This item shall be measured and paid for at the Contract Unit Price bid per square foot. The excavation and removal of the existing brick walk, the excavation, removal, and disposal off site of any excavated material necessary for the installation of the walk and walk forms shall not be measured for payment and shall be considered incidental to the Contract unit price paid for this item.

ITEM 6008: REMOVE, DISPOSE AND REPLACE CONCRETE DRIVEWAYS - (MONTGOMERY COUNTY DOT STD. NO. MC-301.01 OR MC-302.01)

GENERAL

This item shall be conducted in accordance with Section 206 and Section 603 of the "M.S.H.A. Standard Specifications for Construction and Materials", the Montgomery County Department of Transportation Standard No. MC-301.01 or MC-302.01, the Contract Documents, and as specified herein.

DESCRIPTION

This item shall consist of the construction of concrete driveways to match the existing line and grade of the street in accordance with these specifications.

This item shall also include:

1. The removal and disposal of damaged existing driveways including excavation of any unsuitable material.
2. The furnishing and placing of M.S.H.A. concrete Mix 3 for driveways.
3. Finishing and curing of the new concrete driveway using water base cure seal.
4. Back filling, compacting and stabilizing, in kind, all disturbed areas resulting from the driveway replacement.
5. All labor and materials incidental to completing the work as directed.

MEASUREMENT AND PAYMENT

The Contract Unit Price bid per square yard shall be full compensation for the removal, disposal and replacement of the driveways as directed. Included in this item shall be all saw cuts, excavation, disposal, sub-grade preparation, forms, concrete joint materials, curing compound, finishing, compacting and stabilizing, in kind, of all the disturbed areas resulting from this work. Also included shall be all labor tools, equipment and incidentals necessary to perform the work.

ITEM 6009 : DETECTABLE WARNING SURFACES (INLAID, TYPE 1)

GENERAL

This item shall be conducted in accordance with and Section 611 of the "M.S.H.A. Standard Specifications for Construction and Materials", the Contract Documents and as specified herein.

MEASUREMENT AND PAYMENT

This item will be measured and paid for at the Contract Unit Price bid per square feet as specified in Section 611 of the "M.S.H.A. Standard Specifications for Construction and Materials".

ITEM 6010 : SEAL ALL CURB AND GUTTER AND ADJACENT SIDEWALK AS DIRECTED WITH OKON W-1 WATERPROOFING OR APPROVED EQUAL

GENERAL

This item is for the application of OKON W-1 to all curb and gutter and adjacent sidewalks as directed by the Engineer.

DESCRIPTION

This method of application shall be in accordance with the manufacturer's recommendation.

MATERIAL

OKON W-1 shall be applied at the rate specified by the manufacturer and all material shall meet the specifications as noted in these special provisions. All concrete where OKON W-1 is to be used shall be cured with a water base curing compound.

CONSTRUCTION REQUIREMENT

The surface of the concrete shall be cleaned to comply with the manufacturers specifications. The OKRON W-1 sealer shall not be applied within six (6) weeks of the cure seal application or until such time that the cure seal has dissipated to allow penetration of the OKRON W-1 sealer.

MEASUREMENT AND PAYMENT

The method of measurement for this item shall be on a surface area measurement computed in square yards. The Contract Unit Price bid per square yard shall be full compensation for cleaning, furnishing the material and application of the sealer in accordance with the manufacturer's specification and this proposal.

ITEM 6011 : FURNISH AND INSTALL CAST-IN-PLACE CONCRETE - SLOT MIX (SHA MIX NO. 3)

GENERAL

Cast-in-place concrete shall be furnished and installed only where and to the limits and in the forms as directed by the Project Engineer. The work shall include furnishing and placing SHA Mix No. 3 concrete in accordance with Section 902.10 of the "M.S.H.A. Standard Specifications for Construction and Materials" and in accordance with the Contract Documents

DESCRIPTION

This item is for the removal of a portion of the existing pavement for placement of the forms for the new curb. This concrete item is to be used as the replacement material.

MEASUREMENT AND PAYMENT

This item will be measured and paid for at the Contract Unit Price bid per cubic yard on the amount of concrete furnished and installed at the direction of the Project Engineer. No payment will be made for cast-in-place concrete installed for the Contractor's convenience or beyond the limits approved and ordered by the Project Engineer. The payment will be full compensation to furnish all materials and perform all work necessary, including all labor, tools, equipment, forms, and other materials necessary to complete the work as directed and accepted by the Project Engineer and in accordance with the Contract Documents.

CATEGORY 700 – LANDSCAPING

ITEM 7001 : FURNISH AND PLACE TOPSOIL

GENERAL

This item is for re-grading and backfilling of all disturbed areas. This item and shall be conducted in accordance with Section 701 of the “M.S.H.A. Standard Specifications for Construction and Materials”, the Contract Documents and as specified herein.

DESCRIPTION

The work under this item shall include but is not limited to the following::

1. Furnish topsoil to comply with Section 920.01.02 of the M.S.H.A Specifications.
2. Backfill and grade to meet the curb and sidewalk elevations.
3. Fine grade for seeding or sodding.

MEASUREMENT AND PAYMENT

This item shall be paid on a cubic yard basis. The contractor shall furnish tickets showing the actual amounts; 15% shrinkage will be deducted from the loose material tickets. The Contract Unit Price bid shall be full compensation for the furnishing, placing and fine grading of the topsoil and shall include all labor, equipment, tools, and incidentals necessary to place the topsoil and prepare the disturbed areas for seeding or sodding.

ITEM 7002 : SEED AND MULCH USING M.S.H.A. MIX NO. II

GENERAL

This item is for the stabilization of the disturbed areas and shall be conducted in accordance with Section 705 of the “M.S.H.A. Standard Specifications for Construction and Materials”, the Contract Documents, as directed by the Project Engineer, and as specified herein.

DESCRIPTION

The work under this item is for stabilization of the disturbed areas, as directed by the Project Engineer, includes but not limited to the following::

1. Prepare seed bed.
2. Seed using M.S.H.A. Mix No. II
3. Lime and fertilize in accordance with Section 705.03.01 of the M.S.H.A. Specifications.
4. Clean straw mulch shall be used and tacked.
5. The contractor shall be responsible for an acceptable growth prior to final payment.

MEASUREMENT AND PAYMENT

Seed and Mulch will be measured and paid for at the Contract Unit Price bid per square yard and shall be full compensation for the stabilization of all disturbed areas as directed by the Project Engineer, and shall include all labor, equipment, materials and incidentals necessary to establish an acceptable growth of grass.

ITEM 7003 : SODDING

GENERAL

Sodding shall be conducted in accordance with Section 708 of the "M.S.H.A. Standard Specifications for Construction and Materials", the Contract Documents, as directed by the Project Engineer, and as specified herein.

MEASUREMENT AND PAYMENT

Sodding will be measured and paid for at the Contract Unit Price bid per square yard as specified in Section 708 of the "M.S.H.A. Standard Specifications for Construction and Materials".

ITEM 7004 : TREE ROOT PRUNING

GENERAL

Tree Root Pruning shall be conducted in accordance with Section 715 of the "M.S.H.A. Standard Specifications for Construction and Materials", the Contract Documents, the approved plans, as directed by the Project Engineer, and as specified herein.

MEASUREMENT AND PAYMENT

Tree Root Pruning will be measured and paid for at the Contract Unit Price bid per linear foot as specified in Section 715 of the "M.S.H.A. Standard Specifications for Construction and Materials".

CATEGORY 800 – UTILITIES AND TRAFFIC

ITEM 8001 : ADJUST EXISTING WATER VALVES, SEWER MANHOLES, AND/OR ANY OTHER UTILITY STRUCTURE LOCATED WITHIN THE RIGHT-OF-WAY WHICH MAY REQUIRE ADJUSTMENT

GENERAL

This item is for the care, protection, and ultimate adjustment of the existing water valves and any other utility that requires adjustment to the finished proposed grade. The extent of work required to adjust a given facility is dependent on the method of excavation applied to a given location.

DESCRIPTION

All methods of construction shall be in conformance with the latest Standard Specifications as required by the respective utility company to whose facility the work is being performed.

For WSSC, all materials and methods required to complete the work as previously stated should be in conformance with WSSC Standards and Specifications. Any concrete used shall be M.S.H.A. mix #3. Any broken or damaged sections of the frame, cover or riser shall be replaced at the contractor's expense.

CONSTRUCTION REQUIREMENTS

Regardless of the adjustment method applied, the facilities affected by the street work shall be adjusted prior to the surface paving operation as per Montgomery County Specifications for Utility Construction.

Prior to the placement of the surface asphalt and after the adjustment has occurred it shall be the contractors responsibility to save the traveling public harmless by virtue of implementing those controls as outlined in the maintenance of traffic item of this contract.

Should the facility be damaged once the adjustment has been completed, the Contractor shall be responsible to readjust the facility at no cost to the City.

The Contractor shall contact a representative of the respective utility companies prior to making adjustments to that company" facility and obtain a paving clearance.

MEASUREMENT AND PAYMENT

This item will be measured and paid for at the Contract Unit Price bid per each for any type facility adjusted to within 3/8" tolerance of the finished surface asphalt. The payment will be full compensation for and shall include all labor, tools, equipment, replacement of damaged frames or covers, M.S.H.A. mix #3 concrete, mortar, bricks and other incidentals necessary to complete this item as previously described.