



REQUEST FOR BIDS

Main Street Sidewalk Replacement

RFB2026-021

Solicitation Issued: January 28, 2026

Proposals Due: March 3, 2026

Time: 5:00 PM

Proposals Submitted To: 2026-021@gaitthersburgmd.gov

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1. Definitions

Bid: the offer submitted to the City by a Bidder in response to this Solicitation.

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

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

City Manager: the City Manager of the City or his or her designee.

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

Contractor: the Bidder awarded the Contract.

Lowest Responsive Bid: the Bid 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.

Mayor and Council: the Mayor and City Council of the City.

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

Procurement Webpage: <http://www.gaithersburgmd.gov/government/procurement>.

Responsible Bidder: 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: the goods and/or services described in this Solicitation and to be provided to the City by the Contractor under the Contract.

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

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

Solicitation: Request for Bids.

Submission Deadline: the date and time, specified in this Solicitation, by which all Bids shall be submitted to and received by the City.

CIP: "CIP" means the City's Capital Improvements Program.

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

Project Manager: "Project Manager" means a person designated by the City to coordinate/manage works/services that are associated with the project.

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

2. Introduction and Scope of Work

2.1. INTRODUCTION

The City of Gaithersburg (“City”) is seeking Bids to establish a unit price contract with a qualified contractor to provide construction services for the City’s Capital Improvement Project for the Main Street Sidewalk Replacement. The scope of this project involves the removal and replacement of concrete curb, gutter, sidewalks and ADA ramps along Main Street from Kentlands Blvd to Market Street East (refer to Exhibit B).

2.2. BACKGROUND

A. Gaithersburg is among the largest cities in the State of Maryland, with a population in excess of 69,000, 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. Read more about our mission and vision at <https://www.gaithersburgmd.gov/about-us/mission-vision-guiding-principles>.

B. The project site consists of Main Street from Kentlands Blvd to Market Street East in Gaithersburg, Maryland. This corridor receives a high volume of both vehicle and pedestrian traffic due to the high density of commercial businesses. Many of the buildings along this corridor are live/work units which offer commercial spaces on the first floor with the option of residential or additional commercial space in the basement, second and third floors. On-street parking is available on both sides of Main Street and throughout the corridor. These parking spaces can be utilized for staging areas throughout the project. The concrete curb, gutter and sidewalks along this corridor have deteriorated over time and are in need of replacement.

2.3. MINIMUM QUALIFICATIONS OF BIDDERS

Notwithstanding any of the qualifications specified in any other section of this Solicitation, the Bidder must meet the following minimum qualifications in order to be eligible for award of the Contract:

- A. The Bidder must have a minimum of five (5) years’ experience providing services similar to those under this Solicitation.
- B. The Bidder (prime contractor) must perform at least 50% of the work with its own forces (No more than 50% of the work shall be sub-contracted), unless otherwise approved by the Director of Public Works.
- C. Contractor must be registered and in good standing to do business in the state of Maryland.

2.4. SCOPE OF WORK

The work intended to be completed will involve but is not limited to:

- A. Removal and replacement of concrete curb, gutter, sidewalks, and ADA ramps;
- B. Furnish and install new concrete curb, gutter, sidewalks and ADA ramps;
- C. Removal and disposal of brick paver sidewalks;
- D. Remove and reinstall brick paver sidewalks;
- E. Adjustment to grade of water curb stops, sewer clean out lids, sewer or storm drain manholes, storm drain inlet tops/throats and street light foundations;
- F. Removal and reinstallation of street sign poles sleeved with PVC in a concrete

- sidewalk;
- G. Furnish and install new street sign poles sleeved with PVC in concrete sidewalk;
- H. Remove and reinstall existing street signs as well as furnish and install new street signs;
- I. Furnish and install downspout boot connections, sidewalk trench drains and trench curb connections;
- J. Remove and dispose of cast iron tree grates;
- K. Grind or remove street stumps; and
- L. Mulch trees.

2.5. PERMITS AND LICENSES

The Contractor is responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State and municipal laws, codes and regulations, in connection with the execution of the work without additional expense to the City. The Contractor shall take proper safety and health precautions to protect the work, the workers, the public and the property of others. The Contractor is also responsible for all materials delivered and work performed until completion and acceptance of the entire project.

2.6. SUPERINTENDENCE BY CONTRACTOR

At the work site, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that the representative shall be acceptable by and report to the City's Project Manager. Please provide resume as stated in section 4.1.

2.7. REPRESENTATIONS OF CONTRACTOR

The Contractor represents and warrants:

- A. The firm is financially solvent and its team is experienced in and competent to perform the type of work, or to furnish the plans, materials, supplies or equipment to be performed or furnished.
- B. The Contractor has carefully examined the plans, the specifications and the site of the work and that from the Contractor's own investigations, he/she has satisfied themselves as to the nature and location of the work, the integrity, quantity of surface and subsurface materials likely to be encountered, and character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect performance of the work.

2.8. PRICES AND PRICE ADJUSTMENTS

- A. All prices shall be F.O.B. Destination and shall include all charges that may be imposed in fulfilling the terms of the resultant contract.
- B. Any labor rates requested shall include all direct and indirect overhead costs including but not limited to transportation, general and administrative cost, etc. Labor rates will be paid on the basis of time at the site.
- C. Any Bidder that enters \$0 or N/A in a pricing blank or leaves it blank may be considered nonresponsive. If you are not bidding on a specific item number please list "No Bid."
- D. All unit prices shall remain firm for the duration of the contract.
- E. The successful bidder may be required to provide materials, equipment rental, and subcontractors to fulfill the requirements of the resultant contract. If a successful bidder provides materials, equipment rental or subcontractors, the Contractor will invoice all materials, equipment rental and/or subcontractors based on the actual cost. No

additional costs of any kind will be allowed. The contractor shall make every attempt to obtain the lowest price for materials, rental equipment, and subcontractors.

2.9. CONTRACT TERM

Following the effective date of this Contract, the City shall issue the Contractor a written Notice to Proceed, after which the Contractor shall achieve Substantial Completion within 120 calendar days.

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 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:	January 28, 2026	N/A
B. Pre-Submission Meeting:	February 10, 2026	at 12:00 PM
C. Offeror Questions Due in Writing:	February 18, 2026	by 5:00 PM
D. Q&A Addendum Issued:	February 24, 2026	by 5:00 PM
E. Submission Deadline:	March 3, 2026	by 5:00 PM

3.2. PRE-SUBMISSION MEETING

An optional Pre-Submission Meeting at the location shown below on the date and at the time specified in the Solicitation Schedule followed by a site visit to the project site. Attendance of the Pre-Submission Meeting is not mandatory but is strongly encouraged. Offerors are expected to bring a copy of all the Solicitation Documents to the Pre-Submission Meeting; the City will not provide copies.

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

3.3. SUBMISSION OF BIDDER QUESTIONS

All questions regarding this Solicitation: (i) shall be submitted by email to the Procurement Division, at procurement@gaithersburgmd.gov; and (ii) shall be received by the date and time specified in the Solicitation Schedule. The solicitation number and title must be included in the subject line of the email. 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 Procurement Webpage on the date specified in the Solicitation Schedule.

4. Bid Preparation and Submission Instructions

4.1. BID PREPARATION

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

TECHNICAL PROPOSAL

A. Business Profile

A cover letter prepared on official business stationary signed by an individual authorized to bind the Bidder to its Bid, and shall include the contact information of an individual to whom the City should direct correspondence. This business profile shall include a brief summary of the business, history, capabilities and qualifications and shall not exceed two (2) pages in length.

B. Financial Wellness

The Bidder shall include evidence of financial solvency, e.g, audited financial statements, attestation letter from a financial institution, etc.

C. Pricing

This Section of the Bid shall include a completed Schedule of Prices, signed by a person who is authorized to bind the Bidder to its Bid Proposal. A blank copy the Schedule of Prices is included in **Attachment B** hereto.

D. Required Forms

- I. This section of the Bid shall include the following completed forms, blank copies of which are included in Attachment A hereto:
 - a. Addendum and Amendment Acknowledgement
 - b. Affidavit of Qualification to Bid
 - c. Bid Submission Certification
 - d. Bidder References *(At least three (3) customers from projects completed by the Bidder within the last five (5) years that were similar in size and scope of this solicitation.)*
 - e. List of Subcontractors
 - f. Conflict of Interest Certification
 - g. Litigation and Lien Information
 - h. W-9
 - i. Vendor Registration form
- II. 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.

4.2. BID SUBMISSION

The Bidder shall submit its Bid in accordance with and subject to the following instructions and conditions:

- A. The Bidder shall submit its Bid to the Procurement Division by email to 2026-021@gaitthersburgmd.gov. The Bid shall be a single file (all documents combined into one document) in portable document format (PDF) consisting of:
 - i. Technical Proposal
 - ii. Cost Proposal (Attachment B)
 - iii. Required Forms (Attachment A)

- B. Bids not received by the Submission Deadline shall be deemed non-responsive.
- C. The City shall assume no responsibility for delays or errors in the delivery of any Bid.
- D. The Bidder is strictly prohibited from submitting its Bid by facsimile or by postal mail. The Bidder may not submit its Bid to any email address other than the one provided at Section 4.2.A above. The Bidder may not submit any downloadable file link to Bid. Any and all Bids submitted not in compliance with this Section shall be rejected as non-responsive and be removed from consideration.
- E. Bidders will receive a confirmation of receipt email with date and time stamp after proper submission of proposals. If no email is received please contact Procurement immediately at Procurement@gaitthersburgmd.gov or by phone at 240-805-1165. **Do NOT submit Bids to this email address.**

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5. Notices to Bidders

5.1. 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 Bids 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 Bids 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.

5.2. ACCEPTANCE

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

5.3. 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.

5.4. 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 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.

5.5. 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.

5.6. ADA REQUIREMENTS

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

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6. Solicitation and Contract Terms and Conditions

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

6.1. HEADINGS

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

6.2. ACCEPTANCE AND REJECTION OF BIDS

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

6.3. 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 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.

6.4. ADDENDA AND AMENDMENTS

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

6.5. ALTERNATE BIDS

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

6.6. BINDING BID

All Bids shall remain binding for 180 calendar days following the Submission Deadline; Bids may not be withdrawn at any time within this period. In the event an award is not made during such period, all Bids shall be automatically extended and remain binding for an additional 180 calendar day period. Bids 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. Bids may only be withdrawn by written notice to the City at least fifteen (15) calendar days prior to the expiration of the then current 180 calendar day period.

6.7. CONFIDENTIALITY

A. The City agrees, to the extent permitted by law and in accordance with the terms set forth in this Solicitation, to hold all confidential information and material belonging to the 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”.

6.8. 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. 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, or solicit new Bids.
- B. In the event the City receives only one (1) Bid 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.

6.9. ERRORS IN BIDS

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

6.10. INTEREST IN MORE THAN ONE BID AND COLLUSION

Multiple Bids 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 for this Solicitation, both as the Bidder and as a subcontractor for another Bidder, shall result in the rejection of all Bids 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 Bids if reasonable cause exists for believing that collusion exists among Bidders.

6.11. LATE BIDS

It is the responsibility of the Bidder to ensure the delivery of its Bid by the Submission Deadline and to the location specified in Section 4.2 of this Solicitation. Any and all Bids delivered or submitted late or to any location other than the designated location shall be rejected as non-responsive. The submission of any Bid by way of facsimile or postal mail is strictly prohibited; any and all Bids 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; postmarking by the Submission Deadline shall not substitute for actual receipt. Any and all Bids submitted not in compliance with any of the provisions of this paragraph shall be rejected as non-responsive.

6.12. MODIFICATIONS TO BIDS

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

- A. The City shall consider a modified Bid as an entirely new Bid and shall replace the original Bid, which shall be deemed to be withdrawn and null and void.
- B. The modified Bid 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 herein, the modified Bid shall clearly be labeled “Modified Bid”.

6.13. 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 to be withdrawn in accordance with Section 5.6 (Binding Bid) of this Solicitation. The City shall immediately return the bid bond of any Bidder whose Bid is deemed by the City to be non-responsive, or shall immediately return all bid bonds in the event the Solicitation process is canceled by the City.

6.14. 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.

6.15. 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 shall be taken as prima facie evidence of compliance with this provision and that the Bidder fully understands everything in the Solicitation Documents.

6.16. 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.

6.17. 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.

6.18. ASSIGNMENT OF THE CONTRACT

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

6.19. CHANGES IN GOODS AND/OR SERVICES

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

6.20. CONTRACT DISPUTES

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

- A. All disputes, claims, questions of fact or interpretations of the documents of the Contract not disposed of by agreement or express provision of the Contract arising between the City and the Contractor after performance of the Contract has commenced but before final payment and termination of the Contract, are decided by the City Manager.
- B. The City Manager must give the Contractor not less than three (3) working days to submit documentation and written reasons supporting the Contractor's position in the dispute. The City Manager may consider any other information or written submissions from City employees or agents and may conduct an informal, non-record hearing for receipt of testimony, evidence and/or argument. The City Attorney may participate in the hearings to protect the City's interest.
- C. The City Manager must render a decision, in writing, stating reasons for such decision and provide copies to the Contractor and the City Attorney. If the decision is mailed to the Contractor, it must be mailed "certified" and dated the date of mailing; otherwise, it must be dated the date of delivery to the Contractor.
- D. The City Manager's decision may be submitted to Binding Arbitration by either Party under the auspices of an arbitrator appointed by the American Arbitration Association.

6.21. DISSEMINATION OF DATA

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

6.22. EMPLOYMENT AS INDEPENDENT CONTRACTOR

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

6.23. ETHICS LAWS AND REQUIREMENTS

The Contractor shall comply with the financial disclosure and conflict of interest and lobbying provisions of the City’s ethics laws, which may be found on the City’s [website](#).

6.24. FORCE MAJEURE

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

6.25. GOVERNING LAW

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

6.26. IMMIGRATION REFORM AND CONTROL ACT

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

6.27. INCONSISTENT PROVISIONS

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.

6.28. INDEMNIFICATION

A. The Contractor shall agree to indemnify, hold harmless and defend the City from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (“Claim”) suffered or incurred by the City or any third party resulting from any negligent acts by or errors or omissions of the Contractor, its employees, agents or subcontractors in connection with the performance of the Contract, except that if the City reasonably determines that any indemnified Claim might adversely affect the City, the City may take control of the defense at the City’s expense. The Contractor may not consent to the entry of any judgment or enter into any settlement of any Claim without the City’s prior written consent, which may not be unreasonably withheld.

B. In the event of litigation between the City and the Contractor arising under, related to, or in connection with the Contract, the prevailing party shall be entitled to recover reasonable attorneys' fees from the non-prevailing party at the arbitration, trial and/or appellate levels.

6.29. LAWS AND REGULATIONS

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

6.30. NO LIENS

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

6.31. NO WAIVER

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

6.32. NONEXCLUSIVE

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

6.33. 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 race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, gender identity, genetic testing, 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 identity, genetic testing, 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 identity, genetic testing, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. The Contractor agrees to use clauses similar to those above in all contracts and subcontracts. In the event the Contractor fails to comply with the nondiscrimination clauses of the Contract, or fails to include such provisions in all contracts and subcontracts, as hereinabove provided, the Contract may at the sole discretion of the City be declared void AB INITIO, canceled, terminated or suspended in whole or in part with waiver of any recourse by the Contractor against the City or its officials or employees, and the Contractor may be declared ineligible for further contracts with the City.

B. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor shall permit

access to their books, records and accounts. In the event the City Manager concludes, on the basis of such investigation, that the Contractor has failed to comply with these nondiscrimination clauses, the City Manager may invoke the remedies hereinabove set out.

6.34. OWNERSHIP OF MATERIALS

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

6.35. PATENTS

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

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

6.36. INVOICES, PAYMENT TERMS AND TAXES

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

A. 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.

B. 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.

C. 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.

6.37. RECORDS

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

6.38. SUBCONTRACTORS

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

6.39. SURVIVAL

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

6.40. TERMINATION

A. Termination for Cause

- I. If through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under the Contract, or if the Contractor violates any of the provisions of the Contract, the City may upon written notice to the Contractor, terminate the right of the Contractor to proceed under the Contract or with such part or parts of the Contract to which there has been default, and may hold the Contractor liable for any damages caused the City by reason of such default and termination, if the default is not corrected within 15 days' notice to cure. In addition, the Contract may be terminated for the bankruptcy, dissolution, assignment for the benefit of creditors, or other similar action of the Contractor.
- II. In the event of 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.

7. Special Terms and Conditions

7.1. BONDS

- A. The Bidder shall submit with its Bid an executed bid bond in an amount equal to 5% of the Bidder's total Bid price. The bond shall include a certified copy of the Power of Attorney of the attorney-in-fact that executed the bond.
- B. The Contractor shall, within ten (10) business days following receipt of a notice of intent to award issued by the City, furnish to the City an executed payment bond and executed performance bond, both of which shall: (i) be in an amount equal to one hundred percent (100%) of the total Contract sum; (ii) bear the same effective dates; (iii) be executed prior to the effective date of the Contract and not expire prior to the end of the term of the Contract; and (iv) 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 bid bond, payment bond and performance 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.*
- III. In addition, the bid bond and performance bond shall also include a provision similar to the following:
- **WAIVER OF NOTICE.** *The Surety waives notice of any modifications to the Contract, including changes in the Contract Time, the Contract Sum, the amount of liquidated damages, or the Work and/or Services performed.*

7.2. INSURANCE

- A. The Contractor shall at all times during the term of the Contract carry and maintain in full force and effect, at its expense, policies of insurance with minimum limits as follows:
- I. Comprehensive commercial general liability insurance in an amount not less than One Million Dollars (\$1,000,000); and
- II. Workers' compensation insurance for all non-City employees and workers employed by the Contractor, in an unlimited amount for worker's compensation insurance as required by

Maryland law; and for employer's liability insurance, in an amount not less than One Million Dollars (\$1,000,000).

III. Automobile liability insurance in an amount not 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 of that policy, such that any cancellation 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 of the insurance and that such cancellation shall not be effective with respect to the City for thirty (30) days after such written notice is given.
- D. The Contractor shall also immediately notify the City in writing with a copy of any written notice from the Contractor's insurers of any cancellation or adverse material change in that policy. The Contractor acknowledges and agrees that its failure to provide the City with such notice, a certificate of insurance and/or the failure by the City to demand the delivery of said notice or insurance certificate shall not operate or be deemed to operate as a waiver of the notice, insurance and associated endorsements required under this provision, and the Contractor shall indemnify, defend and hold the City harmless from any liability arising as a result of any such failure(s).

7.3. PAYMENTS

Payments under the Contract shall be paid monthly for the Services completed by the Contractor in the immediately preceding month and following the City's acceptance and receipt of an undisputed proper invoice(s) for the same. The City shall only pay invoices issued in accordance with Section 6.36 of this Solicitation.

- A. All applications for payments shall be submitted using AIA G702 and AIA G703 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 will be paid the total amount of retainage at the time of Final Payment.

7.4. SUBSTANTIAL COMPLETION AND FINAL PAYMENT

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 work and with a list of any minor remaining work items, after which the City shall inspect the work 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, if any. 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.

7.5. BRAND NAME OR EQUAL

- A. All materials to be used in this project must be from Maryland SHA approved product list. 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.

- B. 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.

7.6. 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.

7.7. CHANGE ORDERS/EXTRA WORK

Without invalidating the Contract, the City may make changes under the Contract consisting of additions, deletions and/or modifications to the Contract 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 and the 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 prices in effect when the Task Order was executed, or by mutual written agreement of the City and Contractor.

7.8. CHANGES TO CONSTRUCTION DOCUMENTS

All work 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.

7.9. CLEAN-UP

The Contractor shall keep the work sites clean at all times and remove all debris as often as required (at least once at the end of work day). The Contractor shall clean all fixtures and equipment installed under the Contract.

7.10. COMPLETION OF WORK

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

7.11. CONTRACTOR RESPONSIBILITY

The responsibilities of the Contractor include, but are not limited to, the following:

- 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 by the City 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 through the Project Engineer to be resolved before proceeding with the work.

7.12. 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.

7.13. CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the Final Payment nor any provision in the Contract 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.

7.14. 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.

7.15. 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.

7.16. 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.

7.17. 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 must be corrected prior to Final Payment, at no additional cost to the City.

7.18. LIQUIDATED DAMAGES

- A. Delay in completion of a work under a the Contract 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 by the date of Substantial Completion date, for reasons which the Contractor is solely responsible, liquidated damages in the amount of \$300.00 per day shall be payable to the City for each working day beyond the date of Substantial Completion 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.
- B. 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.

7.19. NOTIFICATION TO OTHER AGENCIES

- A. The Contractor shall be responsible for notifying all concerned agencies and residences 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.
- B. There shall be no measurement or direct payment to the Contractor for such notifications, working around, the protection of, or repair of damage to such existing utilities caused by the proposed construction activities directly or indirectly, which shall be considered incidental to construction operations.

7.20. PARKING, STORAGE AND STAGING AREAS

Parking, storage and staging areas for the Contractor's use 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.

7.21. POSTING PARKING RESTRICTION SIGNS

- A. 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 days without prior written City approval.
- B. Towing of parked vehicles shall be the responsibility of the City. 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 (for any reason) in the schedule and for the prompt removal of the signs when the construction operation is complete and will be subject to the 48-hour notification requirement. 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 Engineer advanced authorization. Signs and stakes shall be carefully removed and revised and reused until otherwise authorized by the Project Engineer. Signs shall be spaced no more than 40 feet apart. The contractor is required to provide proof of installation of all signs by photo documentation at least 48 hours in advance, otherwise the signs may not be enforceable.
- C. No special compensation shall be paid to the Contractor for the posting, reposting and/or removal of the no parking signs, which shall be considered incidental to construction operations.

7.22. 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.

7.23. SCHEDULE OF SERVICES

- A. Unless otherwise approved by the Project Engineer, all work shall be performed between the hours of 8:00 a.m. and 6:00 p.m., Monday through Friday. Additional hours may be approved subject to the Director of Public Works' approval on a case-by-case basis. The Contractor is required to submit a letter with documentation supporting the need for additional work hours, a minimum of seven (7)

days in advance for review. No work will be allowed on Saturdays, Sundays, or legal holidays without the prior written permission of the Director of Public Works. It shall be the Contractor's responsibility to ensure that all work performed shall not exceed noise levels as established by law.

B. Asphalt paving is permitted in the City from April 1 through October 31 each year, unless otherwise approved by the Director of Public Works.

7.24. SHOP DRAWINGS

The Contractor shall provide shop drawings as needed and as specified by the Project Engineer. All shop drawings shall be provided in PDF format per the Construction Documents.

7.25. 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 of the Services.
- B. Confine operations at the site to the areas permitted under the Contract. Any and all portions of the site, beyond the areas on which work is indicated, is 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.

7.26. SUBCONTRACTORS AND SUBCONTRACTS

- A. 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 the 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.
- B. 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.

7.27. TOILET FACILITIES

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

7.28. WARRANTIES

The Contractor shall provide a written warranty or warranties per the Construction Documents. All warranties are required to start from the date of the Substantial Completion as determined by the Project Engineer.

8. Attachments and Exhibits

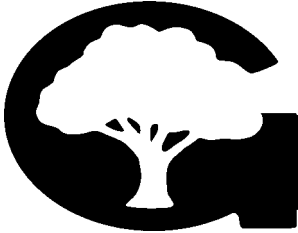
Attachment A: Required Forms

Attachment B: Schedule of Prices

Exhibit A: Technical Specifications

Exhibit B: Project Site Map

ATTACHMENT A



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: _____

Addendum / Amendment^{4.} 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/Propose

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

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

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

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

5. Neither I nor the above entity, nor to the best of my knowledge an officer, partner, controlling stockholder or principal of the 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

Affidavit of Qualification to Bid/Propose

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 this Solicitation 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

2. REFERENCE	
Name (Business):	
Address:	
Name of Contact:	
Contact's Phone Number:	Contract Sum:
Type of Construction:	
Location of Construction:	
Construction Period (in days):	
Construction Completion Date:	
Scope/Description of Work:	

3. REFERENCE	
Name (Business):	
Address:	
Name of Contact:	
Contact's Phone Number:	Contract Sum:
Type of Construction:	
Location of Construction:	
Construction Period (in days):	
Construction Completion Date:	
Scope/Description of Work:	



City of Gaithersburg

Subcontractors

Solicitation No. _____

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.

Offeror: _____
Street Address: _____
City, State & Zip Code: _____, _____

Provide contact information for three potential subcontractors the offeror may employ to fulfill the requirements of the referenced solicitation.

1. SUBCONTRACTOR	
Name (Business):	_____
Address:	_____
Name of Contact:	_____ Phone Number: _____
Description of Work:	_____

2. SUBCONTRACTOR	
Name (Business):	_____
Address:	_____
Name of Contact:	_____ Phone Number: _____
Description of Work:	_____

3. SUBCONTRACTOR	
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



VENDOR REGISTRATION FORM

Date: _____

Vendor Information:

Employer Identification Number **or** Social Security Number: _____

Company **or** Individual Name: _____

Address: _____

City _____ State _____ Zip Code _____

Remit to Address: (If the same as Company **or** Individual Name address write SAME)

Company **or** Individual Name: _____

Address: _____

City _____ State _____ Zip Code _____

Contact Information:

Name: _____ Title: _____

Phone: _____ Fax: _____

Email: _____

Classification

Individual

Large Business

Small Business

Small Disadvantaged Business

Minority Owned Business

8(A) Certified

Woman Owned Business

Other:

HubZone

Veteran Owned Business

Service Disabled Veteran Owned Business

Native American Owned Business

AK Native American Owned Business

Historically Black College & University

Non Profit

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.	See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
		<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p> <hr/>	<p>Requester's name and address (optional)</p> <hr/>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
-				-					
or									
Employer identification number									
-									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

ATTACHMENT B

ATTACHMENT B-SCHEDULE OF PRICES

	DESCRIPTION OF ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
CATEGORY 100: PRELIMINARY					
1001	MAINTENANCE OF TRAFFIC	DAY	75	\$	\$
1002	TEMPORARY ORANGE CONSTRUCTION FENCE	LF	20	\$	\$
1003	REMOVE, STORE AND REINSTALL SIDEWALK FURNITURE	LUMP SUM	1	\$	\$
1004	REMOVE AND REINSTALL EXISTING BIKE RACK	EA	1	\$	\$
1005	REMOVE AND REINSTALL EXISTING TRASH CAN	EA	5	\$	\$
CATEGORY 200: GRADING					
2001	GENERAL EXCAVATION	CY	70	\$	\$
2002	TEST PIT EXCAVATION	CY	2	\$	\$
2003	REMOVAL OF EXISTING CURB AND GUTTER	LF	90	\$	\$
2004	REMOVAL OF EXISTING SIDEWALK	CY	3	\$	\$
2005	REMOVAL OF EXISTING PAVING	CY	40	\$	\$
CATEGORY 300: DRAINAGE					
3001	RAISE /ADJUST INLET TOPS AND THROATS TO MEET GRADE	EA	10	\$	\$
3002	"GUTTERBUDDY" OR APPROVED EQUAL	LF	40	\$	\$
CATEGORY 500: PAVING					
5001	FURNISH & INSTALL MDSHA GRADED AGGREGATE BASE COURSE	TON	120	\$	\$
5002	FURNISH & INSTALL MDSHA #57 AGGREGATE	TON	5	\$	\$
5003	BITUMINOUS CONCRETE ASPHALT FOR SURFACE COURSE (9.5 MM SUPERPAVE)	TON	80	\$	\$
5004	BITUMINOUS CONCRETE ASPHALT FOR BASE PATCHES AND NEW BASE (19 MM SUPERPAVE)	TON	20	\$	\$
5005	MILLING HOT MIX ASPHALT PAVEMENT	SY	45	\$	\$
CATEGORY 600: SHOULDERS					
6001	REMOVE, DISPOSE & REPLACE CONCRETE CURB & GUTTER (ALL TYPES)	LF	2200	\$	\$
6002	FURNISH & INSTALL CONCRETE CURB & GUTTER (ALL TYPES)	LF	110	\$	\$
6003	REMOVE, DISPOSE & REPLACE CONCRETE SIDEWALK & WHEELCHAIR RAMPS (MC-110.01/.02)	SY	3400	\$	\$
6004	FURNISH & INSTALL CONCRETE SIDEWALK & WHEELCHAIR RAMPS (MC-110.01/.02)	SY	75	\$	\$
6005	DETECTABLE WARNING SURFACES (INLAID, TYPE 1)	SF	150	\$	\$
6006	REMOVE & DISPOSE BRICK PAVERS	SY	180	\$	\$
6007	REMOVE & REINSTALL BRICK PAVERS	SY	40	\$	\$
6008	REMOVE AND DISPOSE CAST IRON TREE GRATE & FRAME	EA	36	\$	\$
6009	FURNISH & INSTALL DOWN SPOUT BOOT CONNECTION	EA	9	\$	\$
6010	FURNISH & INSTALL TRENCH DRAIN CURB CONNECTION	EA	9	\$	\$
6011	FURNISH & INSTALL PIPE DRAIN CURB CONNECTION	EA	1	\$	\$
6012	FURNISH & INSTALL SIDEWALK TRENCH & GRATE	LF	120	\$	\$

ATTACHMENT B-SCHEDULE OF PRICES

	DESCRIPTION OF ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
6013	FURNISH & INSTALL PIPE ENTRY END PLATE	EA	1	\$	\$
6014	FURNISH & INSTALL 4 INCH SCHEDULE 40 PVC PIPE	LF	10	\$	\$
CATEGORY 700: LANDSCAPING					
7001	FURNISH & PLACE TOPSOIL	CY	12	\$	\$
7002	SEED AND SOIL STABILIZATION MATTING (MULCH) USING M.S.H.A. MIX NO. II	SY	450	\$	\$
7003	TREE ROOT PRUNING	LF	1470	\$	\$
7005	TREE STUMP GRINDING OR REMOVAL UP TO 12 INCH DIAMETER TRUNK	EA	2	\$	\$
7006	FURNISH & PLACE SHREDDED HARDWOOD MULCH	CY	15	\$	\$
CATEGORY 800: UTILITIES AND TRAFFIC					
8001	ADJUST STORMWATER OR SEWER MANHOLES TO GRADE	EA	4	\$	\$
8002	ADJUST WATER CURB STOP OR SEWER CLEAN OUT LID TO GRADE	EA	84	\$	\$
8003	REMOVE & REINSTALL EXISTING STREET SIGN POLE AND ALL ATTACHED SIGN(S) WITH PVC SLEEVE IN CONCRETE SIDEWALK	EA	5	\$	\$
8004	FURNISH & INSTALL 10 FOOT GALAVANIZED 2 LBS./FT U CHANNEL POLE WITH PVC SLEEVE IN CONCRETE SIDEWALK	EA	2	\$	\$
8005	FURNISH & INSTALL 10 FOOT LONG 2 INCH 12 GAUGE SQUARE TUBE POLE WITH 24 INCH LONG BREAK AWAY BASE WITH PVC SLEEVE IN CONCRETE SIDEWALK	EA	10	\$	\$
8006	REMOVE AND RELOCATE EXISTING STREET SIGN ONTO POLE	EA	22	\$	\$
8007	REMOVE AND REPLACE STREET LIGHT FOUNDATION TO GRADE	EA	2	\$	\$
8008	FURNISH AND INSTALL 30 INCHES BY 30 INCHES MUTCD W11-2 FLUORESCENT YELLOW/GREEN PEDSTRIAN CROSSING SIGN	EA	2	\$	\$
8009	FURNISH AND INSTALL 24 INCHES BY 12 INCHES MUTCD W16-7 FLUORESCENT YELLOW/GREEN DIRECTIONAL ARROW LEFT OR RIGHT	EA	2	\$	\$
				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.

Company Name

Signature

Print Name / Title

EXHIBIT A

EXHIBIT A

GENERAL REQUIREMENTS, REFERENCES AND TECHNICAL SPECIFICATIONS

A. SUMMARY DESCRIPTION OF WORK

The intent of this Contract is to establish unit priced items for the removal and replacement of the sidewalk along Main Street from Kentlands Blvd to Market Street East in Gaithersburg, MD. The scope of the project will include the removal and replacement of concrete sidewalk, curb, gutter and ADA ramps along this corridor, along with related work as specified in the Contract Documents.

Please note that there is no separate payment item for Mobilization and Demobilization. All costs related to Mobilization and Demobilization shall be considered part of the unit prices for the work items listed.

The Contractor will ensure 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 all work performed under the contract. All contract unit prices shall 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 Department of Transportation, 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 referenced, but other standards 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 (SHA), Hanover, Maryland. < <http://www.mdot.state.md.us/>>. Referenced as “MDOT SHA”.

- “Book of Standards for Highway and Incidental Structures,” and all revisions thereof, or additions thereto. Referenced as “MDOT SHA Standard Details”.

- “Standard Specifications for Construction and Materials”, July, 2020 and all revisions thereof, or additions thereto. Referenced as “MDOT SHA Standard Specifications for Construction and Materials”.

https://www.roads.maryland.gov/ohd2/2020_Standard_Specifications.pdf

Montgomery County Department of Transportation (MCDOT), Rockville, Maryland. “Design Standards”, February 2001.

- “Montgomery County Road Construction Code and Standard Specifications”, 1967.

- “Work Zone Traffic Control Standards”, January 2002.

Montgomery County, Code of Montgomery County Regulations (COMCOR), Chapter 19.00.01, Stormwater Management

National Asphalt Pavement Association (NAPA), Lanham, Maryland. <<http://www.hotmix.org/>>.

- “Design, Construction and Maintenance Guide for Porous Asphalt Pavements,” Information Series No. 131, 2003.

- “Design, Construction, and Maintenance of Open-Graded Friction Courses”, Information Series 115, 2002.

NSF International, "NSF/ANSI Standard 61" (NSF 61). Ann Arbor, Michigan.
<http://www.nsf.org/business/water_distribution/>.

Potomac Electric Power Company, Requirements and Specifications for High Voltage Customer Built Facilities, 1994.

United States Department of Agriculture (USDA), Natural Resources Conservation Service, "Maryland Conservation Practice Standard, Pond, Code 378 (MD-378)", January 2000. Washington D.C. Referenced as "NRCS MD-378".

United States Department of Justice (USDJ), American Disabilities Act (ADA), "ADA Standards for Accessible Design". Washington D.C. 1994. <<http://www.ada.gov/>>

United States Occupational Safety and Health Administration (OSHA), "Confined Spaces Standard". Washington D.C. <<http://www.osha.gov/>>.

Washington Suburban Sanitary Commission (WSSC). Laurel, Maryland.
<http://www.wsscwater.com/index.cfm>

- "General Conditions and Standard Specifications", 2015. Referenced as "WSSC General Conditions and Standard Specifications".

- "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>.

(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 Task 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 City 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. This to include ramping from business front entrances as needed to keep access open 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.

Any area actively involved with the removal and replacement of concrete items shall be fenced off from pedestrian traffic in all directions while maintaining access to businesses.

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 Engineer 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 driver's 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 throughout 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 workday basis, based on the number of workdays requiring Maintenance of Traffic**. 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 workday price for Maintenance of Traffic. This price shall include all materials, labor and work of any kind including the installation of temporary pavement striping incidental to this item.

NOTICE TO BIDDER

A qualified Traffic Control Manager 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: TEMPORARY ORANGE CONSTRUCTION FENCE

GENERAL

This item shall be in accordance with Subsection 104.20 of “MDOT SHA 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 “MDOT SHA Standard Specifications for Construction and Materials”.

ITEM 1003: REMOVE, STORE AND REINSTALL SIDEWALK FURNITURE

GENERAL

This item is for removing, storing and reinstalling sidewalk furniture along the construction site and shall be conducted in accordance with the Contract Documents, as directed by the Project Engineer and as specified herein.

DESCRIPTION

At the direction of the Project Engineer, items to be removed to include but are not limited to chairs, tables, benches, umbrellas, planters, flowers pots, portable signs, decorations, newspaper dispensers and any other miscellaneous sidewalk furniture. Items are to be marked with address location as well as photographed or notes taken with location for reinstallation. Items shall be relocated to storage site along Main Street corridor but outside of work area. All efforts should be made to protect items from being damaged during removal and installation.

MEASUREMENT AND PAYMENT

Removing, storing and reinstalling sidewalk furniture will be paid for at the Contract Unit price bid of a lump sum as specified in the Contract Document. The payment will be full compensation for all excavation, furnishing, labor, material, equipment and tools necessary to complete the work.

ITEM 1004: REMOVE AND REINSTALL EXISTING BIKE RACK

GENERAL

This item is for removing and reinstalling existing bike rack on concrete sidewalk and shall be conducted in accordance with the Contract Documents, as directed by the Project Engineer and as specified herein.

DESCRIPTION

At the direction of the Project Engineer, an existing bike rack shall be removed and reinstalled on a concrete sidewalk. The bike rack shall be removed with no damage and stored temporarily on site. For reinstallation the bike rack will be surface mounted on concrete sidewalk using proper concrete anchors to plate mount. Shim as necessary to ensure vertical placement.

MEASUREMENT AND PAYMENT

Removing and reinstalling a bike rack will be paid for at the Contract Unit price bid on each basis as specified in the Contract Document. The payment will be full compensation for all excavation, furnishing, labor, material, equipment and tools necessary to complete the work.

ITEM 1005: REMOVE AND REINSTALL EXISTING TRASH CAN

GENERAL

This item is for removing and reinstalling existing trash can on concrete sidewalk and shall be conducted in accordance of the Contract Documents, as directed by the Project Engineer and as specified herein.

DESCRIPTION

At the direction of the Project Engineer, an existing trash can shall be removed and reinstalled on concrete sidewalk. The trash can shall be removed with no damage and stored temporarily on site. For reinstallation the trash can will be surface mounted on concrete sidewalk using proper concrete anchors to plate mount. Shim as necessary to ensure vertical placement.

MEASUREMENT AND PAYMENT

Removing and reinstalling a trash can will be paid for at the Contract Unit price bid on each basis as specified in the Contract Document. The payment will be full compensation for all excavation, furnishing, labor, material, equipment and tools necessary to complete the work.

CATEGORY 200 – GRADING

ITEM 2001: GENERAL EXCAVATION

GENERAL

This item shall be conducted in accordance with Section 201 “MDOT SHA 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 “MDOT SHA 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 “MDOT SHA 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 “MDOT SHA 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: REMOVAL OF EXISTING CURB AND GUTTER

DESCRIPTION

This item shall be conducted in accordance with Section 206 of the “MDOT SHA 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 “MDOT SHA 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 2004: REMOVAL OF EXISTING SIDEWALK

ITEM 2005: REMOVAL OF EXISTING PAVING

DESCRIPTION

These items shall be conducted in accordance with Section 206 of the “MDOT SHA 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 “MDOT SHA 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 “MDOT SHA 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: “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,

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 “MDOT SHA 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 “MDOT SHA 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: 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 (average depth) in accordance with Section 504 of the "MDOT SHA 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 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 "MDOT SHA 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, milling, 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: MILLING HOT MIX ASPHALT PAVEMENT, 2-INCH AVERAGE DEPTH

GENERAL

This item shall be conducted in accordance with Section 508 of the "MDOT SHA Standard Specifications for Construction and Materials", the Contract Documents and as specified herein.

MEASUREMENT AND PAYMENT

Milling Hot Mix Asphalt Pavement shall be measured and paid for at the Contract Unit Price bid per square yard as specified in Section 508 of the "MDOT SHA Standard Specifications for Construction and Materials".

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 “MDOT SHA 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 MDOT SHA 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, curing or sealer compounds 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 “MDOT SHA 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 MDOT SHA 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, full depth forms, expansion material, joint filler, material, backfilling, compacting, stabilizing in kind, curing or sealer compounds and all other labor and materials incidental to the curb installation.

ITEM 6003: REMOVE, DISPOSE AND REPLACE CONCRETE SIDEWALK AND SIDEWALK RAMPS – (MONTGOMERY COUNTY DOT STD. NO. MC-110 THROUGH MC-113)

GENERAL

This item shall be conducted in accordance with Section 206 and Section 603 of the “MDOT SHA Standard Specifications for Construction and Materials”, the Montgomery County Department of Transportation Standard No. MC-110 through MC-113, the Contract Documents, and as specified herein.

DESCRIPTION

This item shall consist of the construction of concrete sidewalks and or wheelchair 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 wheelchair ramps including excavation of unsuitable material as directed.
2. The furnishing and placing of MDOT SHA concrete mix 3 for new work.
3. Providing protection of building front façade from concrete placement
4. Finishing and curing of new sidewalk using water base cure seal.
5. Back filling, compacting and stabilizing, in kind, all disturbed areas resulting from the sidewalk replacement.
6. 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 and sealing compound, finishing, back filling, compacting, stabilizing (in kind), all labor, tools, equipment and incidentals necessary to complete the work.

**ITEM 6004: FURNISH AND INSTALL CONCRETE SIDEWALK AND SIDEWALK RAMPS
(MONTGOMERY COUNTY DOT STD. NO. MC-110 THROUGH MC-113)**

GENERAL

This item shall be conducted in accordance with Section 603 of the “MDOT SHA Standard Specifications for Construction and Materials”, the Montgomery County Department of Transportation Standard No. MC-110 through MC-113, the Contract Documents, and as specified herein.

DESCRIPTION

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

1. Providing protection of building front façade from concrete placement
2. The furnishing and placing of MDOT SHA 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 installation of the concrete sidewalk as directed. Included in this item shall be all materials, curing or sealing compound, finishing, back filling, compacting, stabilizing (in kind), all labor, tools, equipment and incidentals necessary to complete the work.

ITEM 6005: DETECTABLE WARNING SURFACES (INLAID, TYPE 1)

GENERAL

This item shall be conducted in accordance with and Section 611 of the “MDOT SHA 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 “MDOT SHA Standard Specifications for Construction and Materials”.

ITEM 6006: REMOVE, AND DISPOSE BRICK PAVERS

GENERAL

This item shall be conducted in accordance with Section 603 of the “MDOT SHA Standard Specifications for Construction and Materials”, the Contract Documents, and as specified herein.

DESCRIPTION

This item is for the removal and disposal of existing brick sidewalks. This item shall include the excavation and removal of any unsuitable material as directed by the Project Engineer.

MEASUREMENT AND PAYMENT

This item shall be measured and paid for at the Contract Unit Price bid per square yard. 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 6007: REMOVE AND REINSTALL BRICK PAVER SIDEWALK

GENERAL

This item shall be conducted in accordance with Section 603 of the "MDOT SHA Standard Specifications for Construction and Materials", the Contract Documents, and as specified herein.

DESCRIPTION

This item is for the removal and reinstallation of existing brick sidewalks in kind to match the existing line and grade in accordance with the specifications, attached herein, and as directed by the Project Engineer.

MEASUREMENT AND PAYMENT

This item shall be measured and paid for at the Contract Unit Price bid per square yard. The excavation, removal and reinstallation to line and grade of the existing brick walk shall not be measured for payment and shall be considered incidental to the Contract unit price paid for this item.

ITEM 6008: REMOVE AND DISPOSE CAST IRON TREE GRATE & FRAME

GENERAL

This item is for removing and disposing of a cast iron tree grate and frame surrounded by concrete sidewalk and shall be conducted in accordance with the Contract Documents, as directed by the Project Engineer.

DESCRIPTION

At the direction of the Project Engineer, remove and dispose of cast iron tree grate and frame up to 2 inches thick, including all related hardware, anchors and necessary concrete that is necessary for removal. This includes any or demolition required to free tree grates that are embedded into tree trunks. Extensive care shall be taken to ensure no damage is to occur to the trunk of the tree during removal. Disposal of the removed materials shall be the property of the contractor and must be disposed of off site in accordance with all local, state and federal regulations.

MEASUREMENT AND PAYMENT

Removing and disposing of cast iron tree grate and frame will be paid for at the Contract Unit price bid on each basis as specified in the Contract Document. The payment will be full compensation for all excavation, furnishing, labor, material, disposal fees, equipment and tools necessary to complete the work.

ITEM 6009: FURNISH & INSTALL DOWN SPOUT BOOT CONNECTION VARYING WIDTH

GENERAL

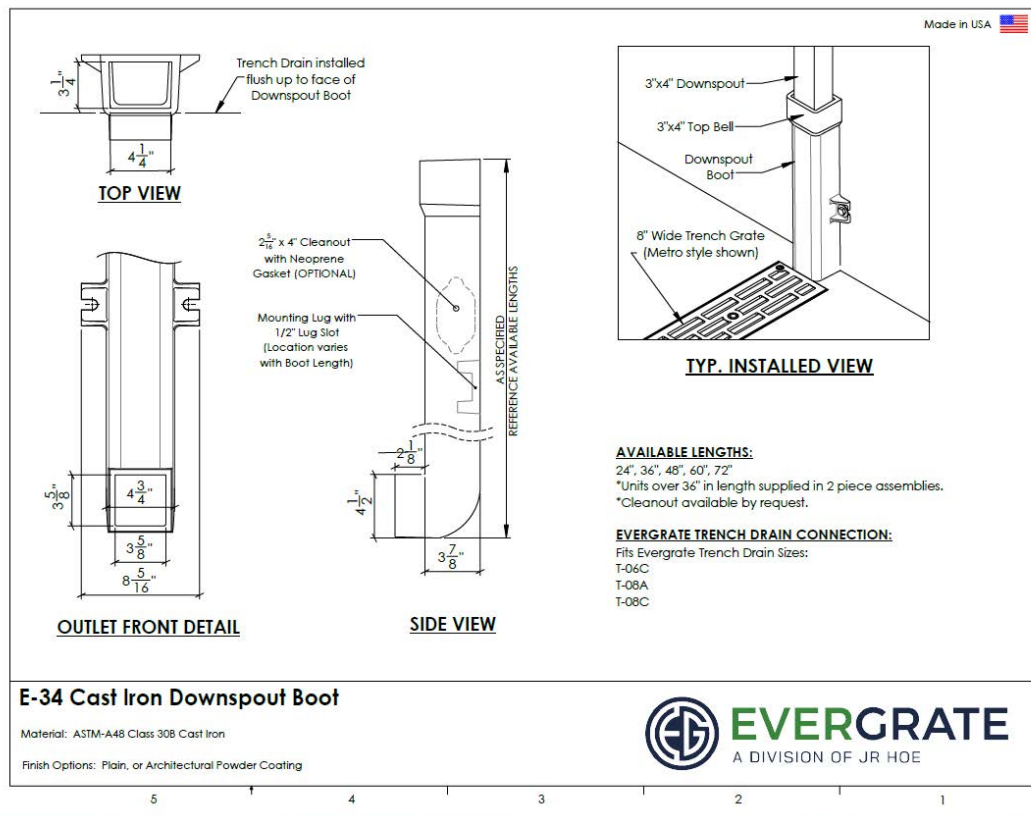
This item is for furnishing and installing Evergrate E-34Series cast iron downspout boot connection with plain finish or equivalent conducted in accordance with the Contract Documents, manufacturer directions and as directed by the Project Engineer and as specified herein.

DESCRIPTION

At the direction of the Project Engineer, furnish and install down spout boot connection to existing 3 inches by 3 inches or 3 inches by 4 inches downspout with a typical length of 24 inches tall and to fit with Evergrate T-06C trench drain or equivalent.

MEASUREMENT AND PAYMENT

Furnishing and installing down spout boot connection will be paid for at the contract unit price bid on each basis as specified in the Contract Document. The payment will be full compensation for all excavation, furnishing, labor, material, equipment and tools necessary to complete the work.



ITEM 6010: FURNISH & INSTALL TRENCH DRAIN CURB CONNECTION

GENERAL

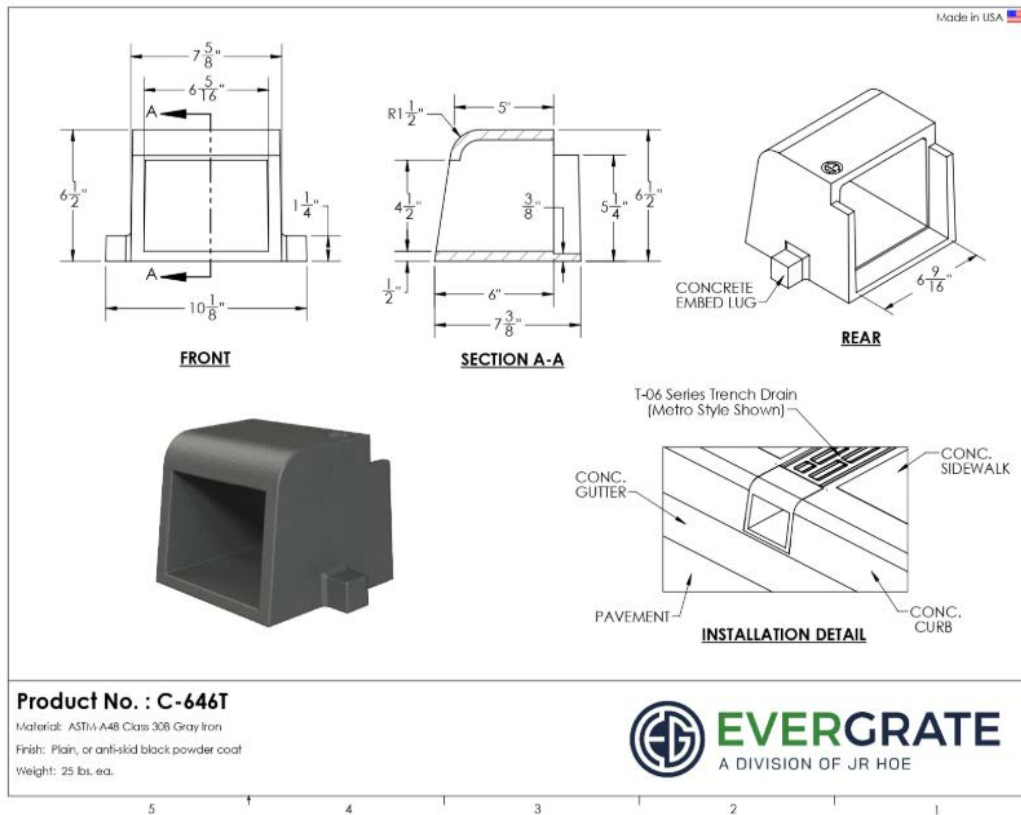
This item is for furnishing and installing Evergrate C-646T 6 inches wide gray iron with plain finish trench curb connection or equivalent conducted in accordance with the Contract Documents, manufacturer directions and as directed by the Project Engineer and as specified herein.

DESCRIPTION

At the direction of the Project Engineer, furnish and install drain curb connection.

MEASUREMENT AND PAYMENT

Furnishing and installing trench drain curb connection will be paid for at the contract unit price bid on each basis as specified in the Contract Document. The payment will be full compensation for all excavation, furnishing, labor, material, equipment and tools necessary to complete the work.



ITEM 6011: FURNISH & INSTALL PIPE DRAIN CURB CONNECTION

GENERAL

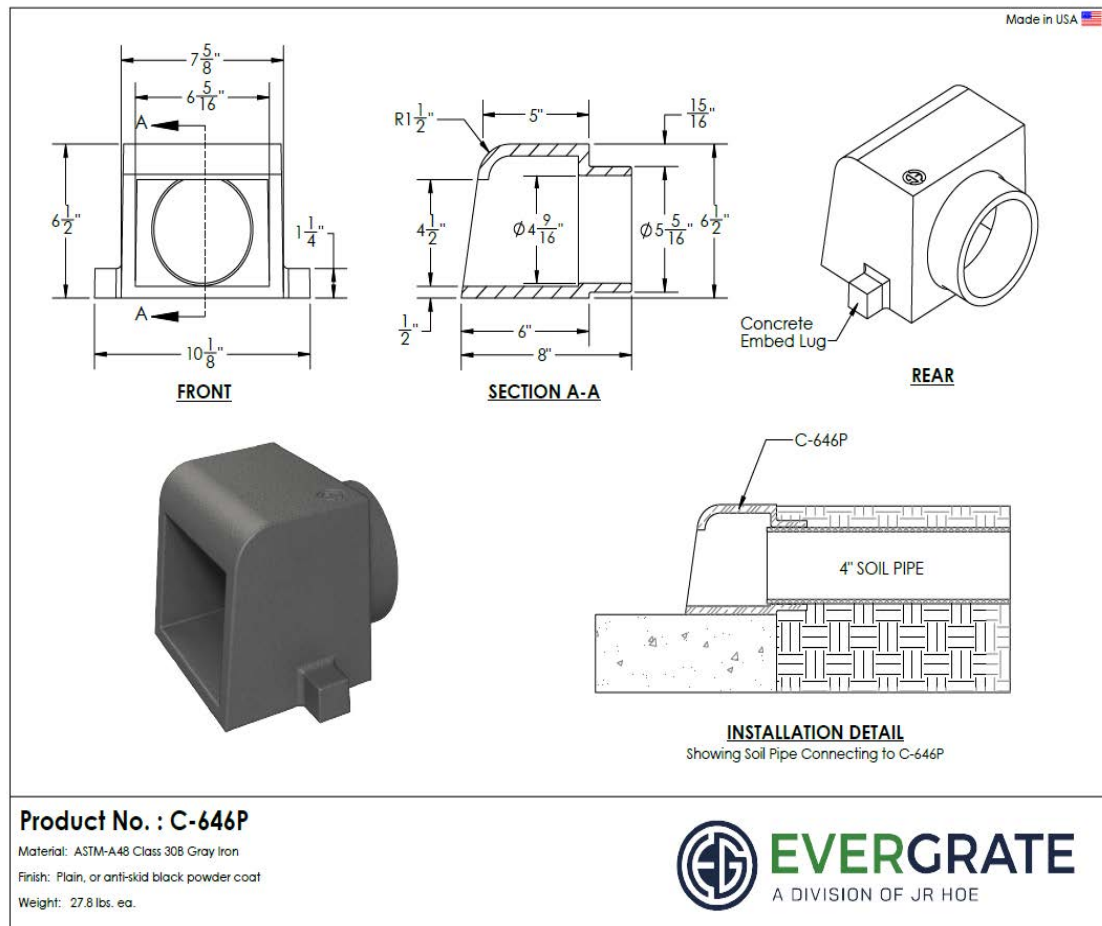
This item is for furnishing and installing Evergrate C-646P Pipe Drain Curb Connection in accordance with the Contract Documents, manufacturer directions and as directed by the Project Engineer and as specified herein.

DESCRIPTION

At the direction of the Project Engineer, furnish and install pipe drain curb connection.

MEASUREMENT AND PAYMENT

Furnishing and installing pipe drain curb connection will be paid for at the contract unit price bid on each basis as specified in the Contract Document. The payment will be full compensation for all excavation, furnishing, labor, material, equipment and tools necessary to complete the work.



ITEM 6012: FURNISH & INSTALL SIDEWALK TRENCH & GRATE

GENERAL

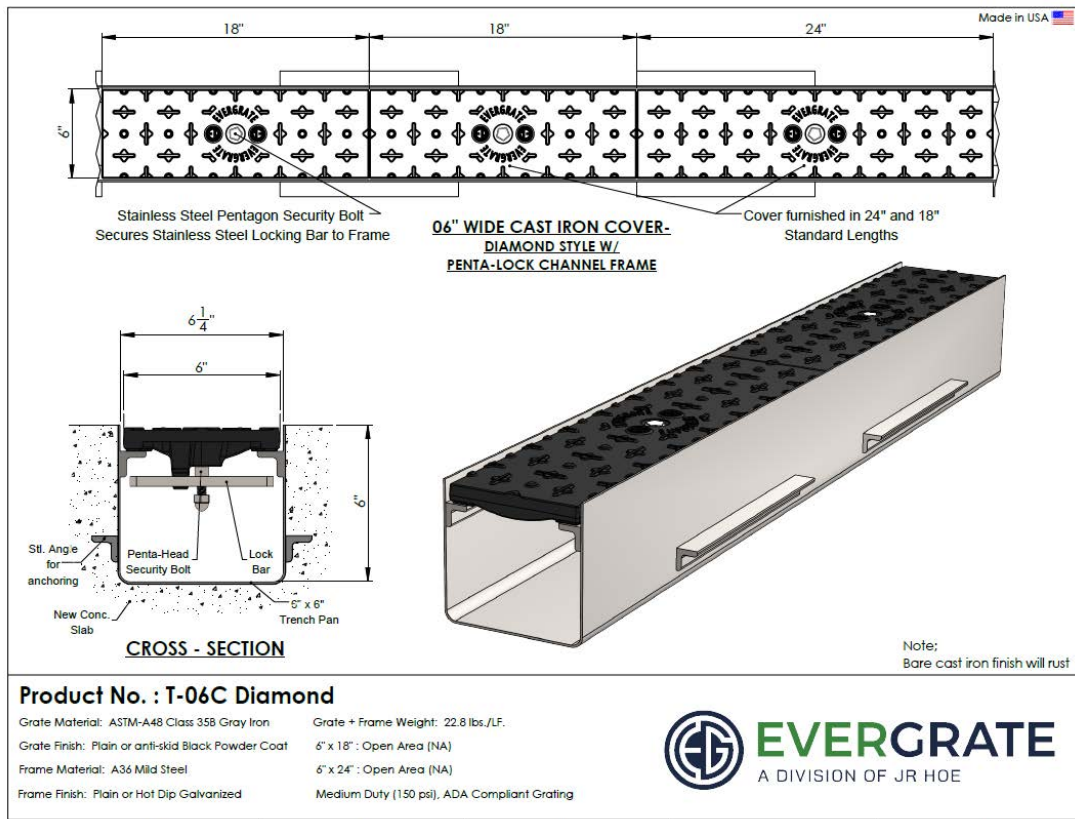
This item is for furnishing and installing Evergrate T-06 C Diamond 6 inch wide gray iron with plain finish grate and hot dipped galvanized frame or equivalent conducted in accordance of the Contract Documents, manufacturer directions and as directed by the Project Engineer and as specified herein.

DESCRIPTION

At the direction of the Project Engineer, furnish and install sidewalk trench and grate.

MEASUREMENT AND PAYMENT

Furnishing and installing sidewalk trench and grate will be paid for at the contract unit price bid per linear foot as specified in the Contract Document. The payment will be full compensation for all excavation, furnishing, labor, material, equipment and tools necessary to complete the work.



ITEM 6013: FURNISH & INSTALL TRENCH END PLATE PIPE CONNECTION

GENERAL

This item is for furnishing and installing Evergrate T-06C Channel Frame End Plate Pipe Entry P-06C-PP or equivalent conducted in accordance with the Contract Documents, manufacturer directions and as directed by the Project Engineer and as specified herein.

DESCRIPTION

At the direction of the Project Engineer, furnish and install pipe drain curb connection.

MEASUREMENT AND PAYMENT


Furnishing and installing pipe drain end plate connection will be paid for at the contract unit price bid on each basis as specified in the Contract Document. The payment will be full compensation for all excavation, furnishing, labor, material, equipment and tools necessary to complete the work.

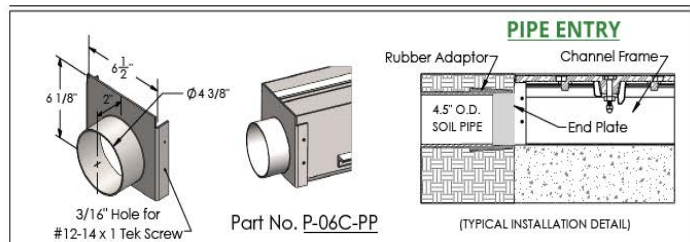


T-06C Channel Frame - End Plates

Material: 1/8" Carbon Steel
Finish: Plain Steel or Galvanized Steel
(to match trench frame)
Hardware: #12-14 x 1 TekS Screws (included)

End plates are sold separately as an optional installation accessory.

Made in USA 



ITEM 6014: FURNISH & INSTALL 4 INCH SCHEDULE 40 PVC PIPE

GENERAL

This item is for furnishing and installing 4 inch schedule 40 PVC pipe in accordance with the Contract Documents, and as directed by the Project Engineer and as specified herein.

DESCRIPTION

At the direction of the Project Engineer, furnish and install 4 inch schedule 40 PVC pipe to make connection between pipe entry end plate and pipe drain curb connection.

MEASUREMENT AND PAYMENT

Furnishing and installing 4 inch scheduled 40 PVC pipe will be paid for at the contract unit price bid per linear foot as specified in the Contract Document. The payment will be full compensation for all excavation, furnishing, labor, material, equipment and tools necessary to complete the work.

CATEGORY 700 – LANDSCAPING

ITEM 7001: FURNISH AND PLACE TOPSOIL

GENERAL

This item is for re-grading and backfilling of all disturbed areas. All work shall be conducted in accordance with Section 701 of the “MDOT SHA 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 SOIL STABILIZATION MATTING (MULCH) USING MDOT SHA 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 “MDOT SHA 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 MDOT SHA Mix No. II
3. Lime and fertilize in accordance with Section 705.03.01 of the MDOT SHA Specifications.
4. Soil Stabilization (Mulch) matting shall be Curlex Net Free 0.50 lbs./s.y. Soil Stabilization Matting must be bio-degradable within 12 months and placed and “pinned” immediately after placement of the seed but in no case, more than 24 hours after seed placement.
5. The contractor shall be responsible for an acceptable growth prior to final payment.

MEASUREMENT AND PAYMENT

Seed and Soil Stabilization Matting 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. Initial watering shall be completed immediately after placement of the soil stabilization matting. Follow-up watering shall be made at the Inspectors direction. 95% germination of seed is required. The cost of all watering shall be incidental.

ITEM 7004: TREE ROOT PRUNING

GENERAL

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

DESCRIPTION

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

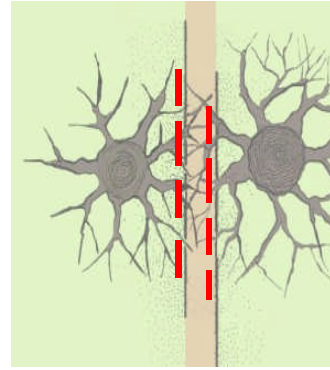
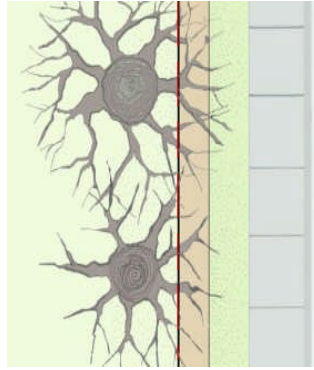
1. Meet ANSI A300 standards for Tree Care Operations
2. Clean cut tree roots along approved line to a depth of up to 18 inches, at the direction of the Project Engineer, and immediately backfill trenches with excavated soil
3. Ensure that all roots not backfilled within 24 hours are kept moist
4. Check that roots have been pruned at edge of excavation, or one inch (1") beyond if necessary

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 "MDOT SHA Standard Specifications for Construction and Materials", only for ½" diameter and larger live roots. The measured linear distance will only consist of the length along the excavated area in which live tree roots are existing after excavation is completed.

Measurement

- Along the edge of excavation where live roots are being pruned.



Payment

- Tree roots have been measured by linear feet along the excavation line.



Figure 24: Note that for the example on the left only one pay line is needed as only one side of the trench requires pruning of live roots. The example on the right needs pay lines on both sides of the trench as there are live trees & roots remaining on both sides of the excavation.



Figure 25: Note that the face of excavation is typically ragged and the roots to be pruned are at varying setbacks. Pruning only required on left side (one payment line) where the live roots exist.

ITEM 7005: TREE STUMP GRINDING OR REMOVAL UP TO 12 INCH DIAMETER TRUNK

GENERAL

Tree stump grinding or removal shall be conducted in accordance with Section 715 of the “MDOT SHA Standard Specifications for Construction and Materials”, the Contract Documents, the approved plans, as directed by the Project Engineer, and as specified herein.

DESCRIPTION

Tree stump grinding or removal involves stump removal by excavation or grinding of the stump, and debris removal. Measures shall be taken to protect business front facades during this process.

MEASUREMENT AND PAYMENT

Tree stump grinding or removal will be paid for at the Contract Unit price bid per each as specified in the Contract Document. The payment will be full compensation for all labor, material, equipment, tools, wood disposal and chipping, cleanup and restoration, damage repair, disposal fees and incidentals necessary to complete the work.

ITEM 7006: FURNISH AND PLACE SHREDDED HARDWOOD MULCH

GENERAL

This item is for the furnishing and spreading of shredded hardwood mulch within planting pits or bedding at the direction of the Project Engineer. All work shall be conducted in accordance with Section 710 of the “MDOT SHA 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 shredded hardwood mulch to comply with Section 920.04.03 of the M.S.H.A Specifications.
2. Place mulch in designated locations

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 shredded hardwood mulch and shall include all labor, equipment, tools, and incidentals necessary to place the shredded hardwood mulch

CATEGORY 800 – UTILITIES AND TRAFFIC

ITEM 8001: ADJUST STORMDRAIN OR SEWER MANHOLES TO GRADE

GENERAL

This item is for the care, protection, and ultimate adjustment of a storm drain or sewer manhole 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 MDOT SHA 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 contractor's 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 of facility adjusted to within 3/8" tolerance of the finished surface. The payment will be full compensation for and shall include all labor, tools, equipment, replacement of damaged frames or covers, MDOT SHA mix #3 concrete, mortar, bricks and other incidentals necessary to complete this item as previously described.

ITEM 8002: ADJUST WATER CURB STOP OR SEWER CLEAN OUT LID TO GRADE

GENERAL

This item is for the care, protection, and ultimate adjustment of water service valve lid (curbs stop) or sewer clean out lid 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.

CONSTRUCTION REQUIREMENTS

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

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.

For WSSC, all materials and methods required to complete the work as previously stated should be in conformance with WSSC Standards and Specifications.

MEASUREMENT AND PAYMENT

This item will be measured and paid for at the Contract Unit Price bid per each for any type of facility adjusted to within 1/4" tolerance of the finished surface. The payment will be full compensation for and shall include all labor, tools, equipment, replacement of damaged lids or collars and other incidentals necessary to complete this item as previously described.

ITEM 8003: REMOVE AND REINSTALL EXISTING STREET SIGN POLE AND ALL ATTACHED SIGN(S) WITH PVC SLEEVE IN CONCRETE SIDEWALK

GENERAL

This item is for the removal and reinstallation existing street sign pole and all attached sign(s) with PVC sleeve in concrete sidewalk at the direction of the Project Engineer. All work shall be conducted in accordance with Section 822 of the "MDOT SHA Standard Specifications for Construction and Materials", the Contract Documents and as specified herein.

DESCRIPTION

The work under this item shall require the removal of an existing U channel or square tube street pole. Then reinstall pole with a PCV collar through 4 inch thick concrete sidewalk and reattach all existing sign(s). Pole should be installed 18 to 24 inches below grade.

MEASUREMENT AND PAYMENT

Removing and reinstalling existing street sign pole and all attached sign(s) with PVC sleeve in concrete sidewalk will be paid for at the contract unit price bid on each basis as specified in the Contract Document. The payment will be full compensation for all labor, material, equipment and tools necessary to complete the work.

ITEM 8004: FURNISH AND INSTALL 10 FOOT GALVANIZED 2 LBS./FT U CHANNEL POLE WITH PVC SLEEVE IN CONCRETE SIDEWALK

GENERAL

This item is for the furnishing and installation of a 10 foot long galvanized 2 lbs./ft U channel pole at the direction of the Project Engineer. All work shall be conducted in accordance with Section 822 of the "MDOT SHA Standard Specifications for Construction and Materials", the Contract Documents and as specified herein.

DESCRIPTION

The work under this item requires furnishing and installing a 10 foot galvanized 2lbs/ft U channel pole with PVC sleeve in 4 inch thick sidewalk. Pole should be installed 18 to 24 inches below grade.

MEASUREMENT AND PAYMENT

Furnishing and installing 10 foot galvanized U channel pole with PVC sleeve in concrete sidewalk will be paid for at the contract unit price bid on each basis as specified in the Contract Document. The payment will be full compensation for all labor, material, equipment and tools necessary to complete the work.

ITEM 8005: FURNISH AND INSTALL 10 FOOT 2 INCH 12 GAUGE SQUARE TUBE POLE WITH 24 INCH LONG BREAK AWAY BASE WITH PVC SLEEVE IN CONCRETE SIDEWALK

GENERAL

This item is for the furnishing and installation of a 10 foot long 2 inch 12 gauge square tube pole with 24 inch long break away base with PVC sleeve in concrete sidewalk at the direction of the Project Engineer. All work shall be conducted in accordance with Section 822 of the "MDOT SHA Standard Specifications for Construction and Materials", the Contract Documents and as specified herein.

DESCRIPTION

The work under this item requires furnishing and installing a 10 foot 2 inch 12 gauge square tube pole with 24 inch long break away base with PVC sleeve in concrete sidewalk. Pole should be installed 18 to 24 inches below grade.

MEASUREMENT AND PAYMENT

Furnishing and installing 10 foot 2 inch 12 gauge square tube pole with 24 inch long break away base with PVC sleeve in concrete sidewalk will be paid for at the contract unit price bid on each basis as specified in the Contract Document. The payment will be full compensation for all labor, material, equipment and tools necessary to complete the work.

ITEM 8006: REMOVE AND RELOCATE EXISTING STREET SIGN ONTO POLE

GENERAL

This item is for the removal of any existing sign and reinstallation onto a pole at the direction of the Project Engineer. All work shall be conducted in accordance with Section 822 of the “MDOT SHA Standard Specifications for Construction and Materials”, the Contract Documents and as specified herein.

DESCRIPTION

The work under this item shall require the removal of an existing street sign from a street sign pole and reinstall the sign onto a pole. Signs to include but not be limited to 30 inches by 30 inches stop sign, do not enter sign, 18 inches by 18 inches no left turn sign, 18 inches by 24 inches one way sign, 6 inches by 24 inches street name signs and 6 inches by 18 inches all way sign.

MEASUREMENT AND PAYMENT

Removing and relocation of an existing street sign and relocating onto a pole will be paid for at the contract unit price bid on each basis as specified in the Contract Document. The payment will be full compensation for all labor, material, equipment and tools necessary to complete the work.

ITEM 8007: REMOVE AND REPLACE STREET LIGHT FOUNDATION TO GRADE

GENERAL

This item is for the removal of any existing street light foundation and replacement to grade at the direction of the Project Engineer. All work shall be conducted in accordance with Section 801 and 823 of the “MDOT SHA Standard Specifications for Construction and Materials”, the Contract Documents and as specified herein.

DESCRIPTION

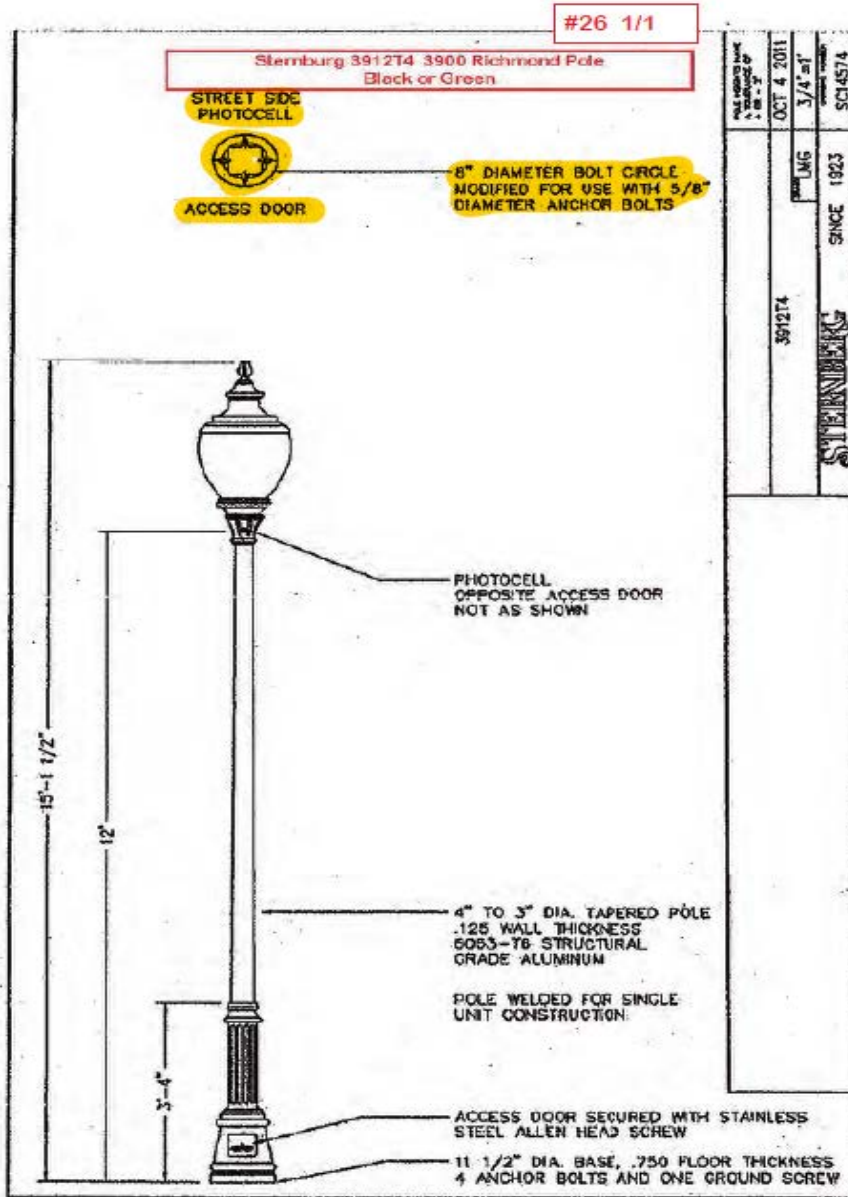
The work under this item shall requires the removal and storing of street lighting structure to be used on the same project. Make all existing cables safe in conformance with the appropriate electrical codes. Remove and replace street light foundation in kind and to manufacturer specifications at grade.

MEASUREMENT AND PAYMENT

Removing and replacing of street light foundation to grade will be paid for at the Contract Unit price bid on each basis as specified in the Contract Document. The payment will be full compensation for all furnishing, labor, material, equipment and tools necessary to complete the work.

TYPICAL STREET LIGHT ON MAIN STREET

EXHIBIT 2 - TYPICAL POLES AND LUMINAIRES IN CITY INVENTORY



**ITEM 8008: FURNISH & INSTALL 30 INCHES BY 30 INCHES MUTCD W11-2 FLUORSCENT
YELLOW/GREEN PEDESTRIAN CROSSING SIGN**

GENERAL

All work shall be conducted in accordance with Section 813 of the “MDOT SHA Standard Specifications for Construction and Materials”, the Contract Documents and as specified herein.

DESCRIPTION

This item is for the furnishing and installation of a 30 inches by 30 inches MUTCD W11-2 fluorescent yellow/green pedestrian crossing sign at the direction of the Project Engineer. The sign shall be installed on a 2 inch square tube pole.

MEASUREMENT AND PAYMENT

Furnishing and installing 30 inches by 30 inches MUTCD W11-2 fluorescent yellow/green pedestrian crossing sign will be paid for at the contract unit price bid on each basis as specified in the Contract Document. The payment will be full compensation for all furnishing, labor, material, equipment and tools necessary to complete the work.

**ITEM 8009: FURNISH & INSTALL 24 INCHES BY 12 INCHES MUTCD W16-7 FLUORSCENT
YELLOW/GREEN DIRECTIONAL LEFT OR RIGHT ARROW SIGN**

GENERAL

All work shall be conducted in accordance with Section 813 of the “MDOT SHA Standard Specifications for Construction and Materials”, the Contract Documents and as specified herein.

DESCRIPTION

This item is for the furnishing and installation of a 24 inches by 12 inches MUTCD W16-7 fluorescent yellow/green directional left or right arrow at the direction of the Project Engineer. The sign shall be installed on 2 inch square tube pole.

MEASUREMENT AND PAYMENT

Furnishing and installing 24 inches by 12 inches MUTCD W16-7 fluorescent yellow/green directional left or right arrow will be paid for at the contract unit price bid on each basis as specified in the Contract Document. The payment will be full compensation for all furnishing, labor, material, equipment and tools necessary to complete the work.

EXHIBIT B

Exhibit B Project Site Map



125 62.5 0 125 Feet 1:1,610



City of Gaithersburg
Public Works
800 Rabbit Road Gaithersburg,
MD 20878 (301)-258-6370
www.gaithersburgmd.gov



Key

- Sidewalk Replacement Only 
- Curb, Gutter, and Sidewalk Replacement 

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community