



REQUEST FOR BIDS

Quince Orchard Boulevard Shared

Use Path & Road Reconstruction

Improvements

RFB2026-027

Solicitation Issued: March 19, 2026

Proposals Due: April 14, 2026

Time: 5:00 PM

Proposals Submitted To: 2026-027@gaitHERSBURGMD.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.

2. INTRODUCTION AND SCOPE OF WORK

2.1. INTRODUCTION

- A. The City is seeking Bids to establish a unit price contract with a qualified Contractor to provide construction services for the City's Quince Orchard Shared Use Path Project as well as perform reconstruction improvement work as indicated. The work includes installation of a new shared use path, replacement of curbs, sidewalks and aprons, stormwater improvements, lighting and other related work as described herein. The design drawings and specifications are attached hereinafter referred to as (Plans and Specifications).
- B. The estimated duration of Construction of the project to include final acceptance and administrative "close out" is **485 calendar days or less**.

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-values-strategic-plan>.
- B. The City of Gaithersburg, Department of Public Works is advancing the construction of a 10-foot Shared Use Path from Firstfield Road to Firstfield Road, on Quince Orchard Boulevard. In addition, a shared use path extension along Rabbitt Road to the Robertson Park Youth Center. The goal of the project is to reconstruct the roadway, curb, sidewalk and aprons and associated work as this roadway has been impacted by tree roots and other needed maintenance items.

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 to be eligible for award of the contract:

- A. The Bidder must have a minimum of ten (15) years' experience providing similar services to those under this Solicitation.
- B. The Bidder (prime contractor) must perform at least 50% of the work with its own forces, must provide a breakdown of percentages, who will complete each portion of the work.
- C. Bidder must be licensed and in good standing to do business within the State of Maryland.
- D. Contractor must have evidence the prime contractor has installed stormwater facilities similar to the proposed.
- E. Bidder must be able to perform and comply with all permits and reporting requirements for Maryland Department of Environment and maintain the necessary record keeping documents.
- F. Experience coordinating with local utilities including, but not limited to: Pepco, Verizon, Montgomery County, Comcast, Washington Gas, etc.
- G. The Contractor shall adhere to all City codes adopted by the Mayor and City Council, as applicable.
- H. Completion of OSHA 10-hour training for all staff and OSHA 30-hour for superintendent and foreman. ***Provide certification for superintendent/foreman.***
- I. OSHA Confined space entry certification.
- J. Offeror shall be a WSSC approved contractor for associated work,, contractor to provide verification/certification.
- K. Offeror shall have Maryland Department of Environment Erosion and Sediment Control Certification -Yellow Card, provide the certification.
- L. Offeror shall have a Maryland Department of Environmental Green Card for Erosion &

- Sediment Control, provide certification.
- M. Provide project examples that have been built similar in scope and scale to this project advertisement.

2.4. SCOPE OF WORK

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

- A. Installation of the improvements per plan and specifications.
- B. The removal and reconstruction of concrete curbs, sidewalks, and driveway aprons.
- C. The repair, replacement, or installation of storm drainpipes and structures.
- D. Installation of stormwater facilities as indicated in the design drawings.
- E. Installation and maintenance of erosion and sediment controls.
- F. Coordination with adjacent property owners.
- G. Other associated work as listed on the Schedule of Prices.
- H. Lighting Improvements.
- I. Americans with Disability Act Requirements
- J. Utility Relocations and Coordination.
- K. Preconstruction meetings with WSSC, Verizon, City of Gaithersburg, City's Erosion and Sediment Control Inspector, Maryland Department of Environment are required.
- L. Ongoing coordination as needed for the work, this is incidental to the cost of the items.
- M. MDE reporting requirements following conditions of permits.
- N. Closeout of permits.
- O. Generate and obtain final As-built approval.

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. The Contractor must coordinate to have **all** permits changed to be in Contractor's name as the responsible party and the owner as the City of Gaithersburg.

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.

2.7. REPRESENTATIONS OF CONTRACTOR

The Contractor represents and warrants:

- A. The firm is financially solvent and that 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.

- C. The contractor understands that any conflict between plans/specifications or the solicitation the engineer or record and/or the City Project Manager will make the determination of the intent of the contract documents and ultimately will be the responsibility of the contractor.

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. 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. Prices shall remain firm for the length of the resultant contract.
- E. No Price Adjustments for Asphalt Binder will be approved under this contract.
- F. 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.
- G. Unbalanced bids, in an event that a bid is received and is substantially different than similar bids, the contractor’s bid may not included for consideration and deemed unresponsive.

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:	March 19, 2026	N/A
B. Pre-Submission Meeting:	March 26, 2026	at 1:00 PM
C. Offeror Questions Due in Writing:	April 1, 2026	by 5:00 PM
D. Q&A Addendum Issued:	April 8, 2026	by 5:00 PM
E. Submission Deadline:	April 14, 2026	by 5:00 PM

3.2. PRE-SUBMISSION MEETING

An optional virtual Pre-Submission Meeting at the location shown below on the date and at the time specified in the Solicitation Schedule. 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.

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/25576130558055?p=Z2oMvHuvN6QjjnoAdd>

Meeting ID: 255 761 305 580 55

Passcode: VK6M5de2

3.3. SUBMISSION OF BIDDER QUESTIONS

All questions regarding this Solicitation: (i) shall be submitted by email to the Procurement Division, at procurement@gaitthersburgmd.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:

A. Business Profile

A cover letter prepared on official business stationery 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 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

- i. 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. A blank copy of the Schedule of Prices is included in **Attachment B** hereto.
- ii. The City will pay for items fully completed per the contract documents, not partial items.
- iii. 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 subcontracted), unless otherwise approved by the Director of Public Works.

D. Project Specific Work Plan addressing at a minimum:

- i. Identify any approvals that will be required from the City, if any that has not been provided.
- ii. Identify any construction challenges and mitigation plan.
- iii. Provide general schedule coordination with coordination with Brown Station Elementary School maintaining pedestrian egress.
- iv. Tree root removal in Quince Orchard Boulevard road-mat working around existing utilities
- v. Management experience showing how the Offeror will manage and control all proposed tasks under the project.
- vi. Perform site reconnaissance to identify and verify existing site conditions, features and conditions.
- vii. Measures to protect and reduce noise pollution, dust control measures, protect

- viii. adjacent properties.
- viii. Maryland Department of Environment (MDE) work.
- ix. How the contractor will coordinate to have all permits in the contractor's name and responsibility.
- x. Utility relocation and coordination not limited to: WSSC, Pepco and Verizon.
- xi. Final Stormwater As-Built Requirement and Survey Stakeouts.
- xii. Contractor is required to comply with all permit requirements.
- xiii. School Flasher removal and reconstruction of a new flasher as indicated in the contract documents.

E. 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/Propose
 - c. Bid/Proposal 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 (Dollars and Scale) and scope of this solicitation***). Each project reference is to include the name, and location of the project, final costs and contact person.
 - 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 2026-027@gaitthersburgmd.gov. The Bid shall be a single file (all documents combined into one document) in portable document format (PDF) consisting of the following:
 - i. Requested information (**Sections A-D**)
 - ii. Schedule of Prices (**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. Bidder shall not submit any downloadable file links to Bids. Any and all Bids submitted not in compliance with this Section shall be rejected as non-responsive and be removed from consideration.
- E. Bidder will receive a confirmation of receipt email with date and time stamp after proper submission of bid. If no email is received, please contact Procurement immediately at Procurement@gaitthersburgmd.gov. **Do not submit bids to this email address.**

- F. Provide proof of all certifications/verifications and requirements required in the solicitation per section 2.3.
- G. Provide all staff qualifications/certifications for all necessary work on this project by all levels of staff working on the project.
- H.** Provide documentation that the Contractor is in good standing to do business in the state of Maryland. *(Refer to Maryland search portal [Maryland Business Entity Search](#)).*
- I. Provide a letter indicated product availability. Contractor has confirmed and verified all product availability for each vendor/product including any lead times into the project schedule.
- J.** Provide detailed project schedule assuming start date of **June 30, 2026**.

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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 Bid s submitted to and accepted by the City shall become the exclusive property of the City and shall not be returned. The City reserves the right to reject any or all Bid s 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. Business Automobile Liability Insurance not less than One Million Dollars (\$1,000,000) per incident.
 - IV. Employers Liability Insurance 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 Services Completed by the Contractor in 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 this section and 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, five (5%) percent 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 acceptance by the City and all permits and closeout items have been completed.

7.4. SUBSTANTIAL COMPLETION AND FINAL PAYMENT

Following the execution of the contract, the City shall issue the Contractor a written notice to proceed, after which the Contractor shall reach Substantial Completion by the date specified in the solicitation. The

determination of Substantial Completion shall be solely at the discretion of the City. The Contractor shall notify the Project Manager in writing immediately upon completion of the Services and with list of any minor remaining work, after which the City shall inspect the Services to determine if Substantial Completion has been achieved. Following such determination, the City shall issue the Contractor a punch list of items to be completed, 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, closed out all permits, 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 proposed to furnish an “equal” product, the brand name of the alternative 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 alternatives are bid, literature must be submitted with the Bid Proposal 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 alternative 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 items(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. CHANGES TO CONSTRUCTION DOCUMENTS

All Services shall be performed in accordance with the Construction Documents, permit requirements, specifications and request for bid 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 documents shall be determined by the Project Manager.

7.8. 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 Services with the Contract sum and date of Substantial Completion being adjusted accordingly. All such changes shall be set forth in a written 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 Contract was executed, or by mutual written agreement for the City and Contractor.

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 the workday). 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 execution of the Contract as necessary to assure delivery of the 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 is responsible for any coordination with utilities planned for installation or utility relocation.
- C. 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 given directly to the Contractor.
- D. 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 difference between actual dimensions and the measurement indicated in the drawings unless such differences are submitted to the City Manager through the Project Manager 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 costs to the City.

7.13. 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.

7.14. 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 costs of correction thereof and that amount shall be deducted from the Contract price.

7.15. 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.

7.16. IMPERFECT WORK

Upon completion of the work and prior to Final Payment, the Project Manager 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.

7.17. LIQUIDATED DAMAGES

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

7.18. PARKING, STORAGE AND STAGING AREAS

Parking, storage and staging areas for the Contractor's use must have prior approval of the Project Manager. 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.

7.19. NOTIFICATION TO OTHER AGENCIES

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: Washington Gas, PEPCO, Verizon, Comcast Cable/Xfinity, Montgomery County Government, State Highway Administration and the Washington Suburban Sanitary Commission.

7.20. 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 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 to more than three consecutive dates without prior written City approval.
- B. Towing of parked vehicles shall be the responsibility of the Project Manager. Vehicles will not be towed unless the Project Manager 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 Manager and no signs shall be marked, posted, revised, reposted, or removed without the Project Manager advanced authorization. Signs and stakes shall be carefully removed and revised and reused until otherwise authorized by the Project Manager. Signs shall be spaced no more than 40 feet apart. The Contractor is required to provide proof of installation of all signs by picture documentation at least 48 hours in advance, otherwise the signs may not be enforceable.
- C. No special compensation will be paid to the Contractor for the posting, reposting and/or removal of the no parking signs, which shall be considered incidental to the construction operations.

7.21. 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.

7.22. SCHEDULE OF SERVICES

Unless otherwise specified, all work shall be performed between the hours of 9 AM and 3 PM, Monday through Friday. Additional hours may be approved subject to the Director of Public Works approval, but will be 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 7 days in advance for review. No work will be allowed on Saturdays, Sundays or City observed 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. (link to noise ordinance: [Gaithersburg Noise Ordinance](#))

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

7.23. SHOP DRAWINGS

The contractor shall provide shop drawings as needed and as specified by the Project Manager. All shop drawings shall be provided in PDF format or as specified under the design per the Construction Documents. Shop drawings reviews must be submitted at least 21 business days in advance.

7.24. 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 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 all storage to the areas approved by the Project Manager.

7.25. TOILET FACILITIES

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

7.26. WARRANTIES

- A. The Contractor shall provide a written warranty or warranties per the Construction Documents. All Warranties are required to start from the date of final retainage payment by the City.
- B. The contractor shall, within 30 days prior to substantial completion furnish to the City an executed two (2) year Warranty Bond which shall: be in an amount equal to 20% of the contract value; and include a certificate copy of the Power of Attorney of the attorney-in-fact that executed the bond.
- C. The Contractor must warranty all plant materials and maintain them for the full duration of the warranty.

7.27. SUBCONTRACTORS AND SUBCONTRACTS

No portion of the Contract shall be subcontracted, assigned or otherwise disposed of except with the written consent of the City. Any assignment, subcontractor or other disposition

7.28. DELIVERY, STORAGE AND PROTECTION

- A. Products and materials shall not be stored on site unless absolutely necessary.
- B. The Contractors equipment shall be stored in a safe manner and locked/secured.

8. ATTACHMENTS AND EXHIBITS

Attachment A: Required Forms

Attachment B: Bid Form-Schedule of Prices (Required Form)

Exhibit A: Drawings

Exhibit B: Specifications

Exhibit C: General Permit for Stormwater Associated with Construction Activity

Exhibit D: Stormwater and Erosion and Sediment Control Approved Plans

Exhibit E: WSSC Approval and Requirements

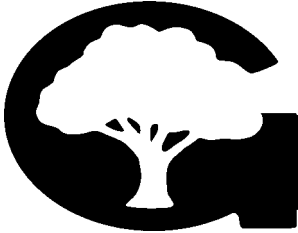
Exhibit F: Stormwater As-built Requirements

Exhibit G: Pepco Approval Drawings and requirements

Exhibit H: School Flasher Specification

Exhibit I: Verizon Exhibit

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



City of Gaithersburg

Bidder References Form

Solicitation No. _____

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

Name of Bidder: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

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

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

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:
- 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
 - 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
 - I am a U.S. citizen or other U.S. person (defined below); and
 - 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
BID FORM**

ITEM NO.	CATEGORY CODE NO.	DESCRIPTION	UNIT	QUANT	UNIT PRICE	TOTAL AMOUNT
CATEGORY 100 ITEMS (PRELIMINARY)						
1001	100000-LS	MAINTENANCE OF TRAFFIC	LS	1	\$	\$
1002	110100	CLEARING AND GRUBBING	LS	1	\$	\$
1003	110350	ENGINEERS OFFICE TYPE B	LS	0	\$	\$
1004	130840	CONSTRUCTION STAKEOUT	LS	1	\$	\$
1005	130850	MOBILIZATION	LS	1	\$	\$
SUB-TOTAL CATEGORY 1 (PRELIMINARY)						\$
CATEGORY 200 ITEMS (EXCAVATION)						
2001	201031	CLASS 1-A EXCAVATION	CY	330	\$	\$
2002	201032	CLASS 2 EXCAVATION	CY	3,320	\$	\$
2003	201040	GEOSYNTHETIC STABILIZED SUBGRADE USING GRADED AGGREGATE BASE	CY	330	\$	\$
2004	202065	COMMON BORROW	CY	0	\$	\$
2005	203030	TEST PIT EXCAVATION	CY	50	\$	\$
2006	210025	REMOVAL OF EXISTING PAVEMENT	CY	900	\$	\$
2007	210026	REMOVAL OF EXISTING SIDEWALK	CY	175	\$	\$
2008	210026	REMOVAL OF EXISTING SIDEWALK - CONTINGENT	CY	25	\$	\$
SUB-TOTAL CATEGORY 2 (EXCAVATION)						\$
CATEGORY 300 ITEMS (DRAINAGE)						
3001	300000-EA	RISER STRUCTURES	EA	7	\$	\$
3002	300000-EA	INLET TOP REPLACEMENT	EA	5	\$	\$
3003	300000-EA	STANDARD INLET PROTECTION	EA	7	\$	\$
3004	300000-EA	CURB INLET PROTECTION	EA	10	\$	\$
3005	300000-EA	CONNECT TO EX. CULVERT	EA	1	\$	\$
3006	300000-EA	MODIFIED 5' COG OPENING	EA	6	\$	\$
3007	301008	STABILIZED CONSTRUCTION ENTRANCE	EA	1	\$	\$
3008	301320	CLEAN EXISTING PIPE ANY SIZE	LF	300	\$	\$
3009	301324	CLEAN EXISTING DRAINAGE STRUCTURES	EA	4	\$	\$
3010	302415	15 INCH REINFORCED CONCRETE PIPE, CLASS IV	LF	250	\$	\$
3011	302424	24 INCH REINFORCED CONCRETE PIPE CLASS IV	LF	100	\$	\$
3012	340012	12 INCH CORRUGATED POLYETHYLENE PIPE, TYPE S	LF	550	\$	\$
3013	340018	18 INCH CORRUGATED POLYETHYLENE PIPE, TYPE S	LF	350	\$	\$
3014	368815	15 INCH STANDARD CONCRETE END SECTION	EA	1	\$	\$
3015	374005	STANDARD 5 FT COG INLET-MINIMUM DEPTH	EA	1	\$	\$
3016	374015	STANDARD 10 FT COG INLET-MINIMUM DEPTH	EA	2	\$	\$
3017	374045	STANDARD COG INLET - VERTICAL DEPTH	LF	3	\$	\$
3018	374100	REMOVAL OF EXISTING INLET	EA	2	\$	\$
3019	380600	48 INCH DIAMETER MANHOLE FOR 12 INCH TO 24 INCH PIPES - MINIMUM DEPTH	EA	7	\$	\$
3020	380640	96 INCH DIAMETER MANHOLE FOR 72 INCH PIPE - MINIMUM DEPTH	EA	1	\$	\$
3021	390321	CLASS 1 RIPRAP FOR SLOPE AND CHANNEL PROTECTION	SY	50	\$	\$
3022	390525	SILT FENCE	LF	2,300	\$	\$
3023	390535	SUPER SILT FENCE	LF	1,000	\$	\$
3024	390620	NO 7 AGGREGATE FOR STORMWATER MANAGEMENT FACILITIES	CY	325	\$	\$
3025	390640	6 INCH SUB-DRAIN PIPE	LF	400	\$	\$
3026	390650	COARSE SAND FOR STORMWATER MANAGEMENT FACILITIES	CY	125	\$	\$
3027	390660	BIORETENTION SOIL MIX	CY	75	\$	\$
SUB-TOTAL CATEGORY 3 (DRAINAGE)						\$

**ATTACHMENT B- SCHEDULE OF PRICES
BID FORM**

ITEM NO.	CATEGORY CODE NO.	DESCRIPTION	UNIT	QUANT	UNIT PRICE	TOTAL AMOUNT
CATEGORY 400 ITEMS (STRUCTURES)-NO ITEMS FOR THIS CATEGORY						
SUB-TOTAL CATEGORY 4 (STRUCTURES)						\$0
CATEGORY 500 ITEMS (PAVING)						
5001	504530	SUPERPAVE ASPHALT MIX 12.5mm FOR SURFACE, PG 64S-22, LEVEL 2	TON	4,150	\$	\$
5002	504560	SUPERPAVE ASPHALT MIX 19.0mm FOR BASE, PG 64S-22, LEVEL 2	TON	3,300	\$	\$
5003	504562	SUPERPAVE ASPHALT MIX 19.0MM FOR WEDGE/LEVEL, PG 64S-22, LEVEL 2	TON	300	\$	\$
5004	504564	SUPERPAVE ASPHALT MIX 19.0MM FOR FULL-DEPTH PATCH, PG 64S-22, LEVEL 2	TON	110	\$	\$
5005	508012	FINE MILLING ASPHALT PAVEMENT 1 INCH TO 2.5 INCH DEPTH	SY	24,850	\$	\$
5006	520111	4 INCH GRADED AGGREGATE BASE COURSE	SY	5,230	\$	\$
5007	520113	6 INCH GRADED AGGREGATE BASE COURSE	SY	5,040	\$	\$
5008	549401	5 INCH WHITE THERMOPLASTIC PAVEMENT MARKINGS	LF	11,450	\$	\$
5009	549403	5 INCH YELLOW THERMOPLASTIC PAVEMENT MARKINGS	LF	10,000	\$	\$
5010	549419	24 INCH WHITE THERMOPLASTIC PAVEMENT MARKINGS	LF	2,200	\$	\$
SUB-TOTAL CATEGORY 5 (PAVING)						\$
CATEGORY 600 ITEMS (SHOULDERS)						
6001	600000-LF	MONTGOMERY COUNTY TYPE A CURB & GUTTER (STD NO. MC-100.01)	LF	6,300	\$	\$
6002	634101	STANDARD TYPE A CURB 8 INCH X 16 INCH MINIMUM (MD 620.02)	LF	450	\$	\$
6003	655105	5 INCH CONCRETE SIDEWALK	SF	12,700	\$	\$
6004	655105	5 INCH CONCRETE SIDEWALK - CONTINGENT	SF	2,500	\$	\$
6005	655120	DETECTABLE WARNING SURFACE FOR CURB RAMPS	SF	925	\$	\$
6006	670210	POST MOUNTED DELINEATOR	EA	16	\$	\$
SUB-TOTAL CATEGORY 6 (SHOULDERS)						\$
CATEGORY 700 ITEMS (LANDSCAPING)						
7001	704345	PLACING FURNISHED TOPSOIL 4 INCH DEPTH	SY	12,000	\$	\$
7002	705405	TEMPORARY SEEDING	SY	12,000	\$	\$
7003	705412	TEMPORARY MULCH	SY	12,000	\$	\$
7004	705500	TURFGRASS ESTABLISHMENT	SY	1,500	\$	\$
7005	705565	REFERTILIZING	SY	12,000	\$	\$
7006	708220	TURFGRASS SOD ESTABLISHMENT	SY	10,350	\$	\$
7007	710150	TREE, SHRUB, AND PERENNIAL INSTALLATION AND ESTABLISHMENT	LS	1	\$	\$
7008	713010	TREE FELLING	LS	1	\$	\$
7009	715015	SHREDDED HARDWOOD BARK MULCHING 3 INCH DEPTH	SY	750	\$	\$
7010	715050	TREE ROOT PRUNING	LF	4,200	\$	\$
7011	70000-LF	ROOT CONTROL BARRIER	LF	3,100	\$	\$
7012	70000-LF	DEER PROTECTION FENCE	LF	1,600	\$	\$
7013	70000-LF	TREE PROTECTION FENCE	LF	4,200	\$	\$
7014	70000-EA	TREE GUARDS	EA	31	\$	\$
SUB-TOTAL CATEGORY 7 (LANDSCAPE)						\$

**ATTACHMENT B- SCHEDULE OF PRICES
BID FORM**

ITEM NO.	CATEGORY CODE NO.	DESCRIPTION	UNIT	QUANT	UNIT PRICE	TOTAL AMOUNT
CATEGORY 800 ITEMS (TRAFFIC)						
8001	800000-EA	REMOVE AND RELOCATE GROUND MOUNTED SIGN STRUCTURE	EA	1	\$	\$
8002	800000-EA	SCHOOL ZONE FLASHING BEACON	EA	2	\$	\$
8003	801003	CONCRETE FOR LIGHT FOUNDATION	CY	25	\$	\$
8004	801004	CONCRETE FOR SIGNAL FOUNDATION	CY	1	\$	\$
8005	801130	SQUARE PERFORATED TUBULAR STEEL SIGN POSTS	EA	45	\$	\$
8006	801135	SQUARE TUBULAR STEEL ANCHOR BASES	EA	45	\$	\$
8007	801605	SHEET ALUMINUM SIGNS	SF	350	\$	\$
8008	801711	REMOVE EXISTING GROUND MOUNTED SIGNS AND SUPPORTS	SF	340	\$	\$
8009	805118	4 INCH SCHEDULE 80 RIGID PVC CONDUIT - BORED	LF	1,130	\$	\$
8010	805125	2 INCH SCHEDULE 80 RIGID PVC CONDUIT - TRENCHED	LF	500	\$	\$
8011	805140	4 INCH SCHEDULE 80 RIGID PVC CONDUIT - TRENCHED	LF	5,500	\$	\$
8012	806025	LED ROADWAY LUMINAIRE	EA	21	\$	\$
8013	808055	30 FOOT LIGHT STRUCTURE - 15 FOOT BRACKET ARM	EA	21	\$	\$
8014	811001	FURNISH AND INSTALL ELECTRICAL HANDHOLE	EA	39	\$	\$
8015	813010	BAND SIGN TO SIGN SUPPORT	EA	13	\$	\$
8016	813023	RELOCATE EXISTING GROUND MOUNTED SIGNS	SF	40	\$	\$
8017	837001	GROUND ROD - 3/4 INCH DIAMETER X 10 FOOT LENGTH	EA	39	\$	\$
8018	860296	REMOVE AND DISPOSE OF LIGHTING STRUCTURE	EA	21	\$	\$
SUB-TOTAL CATEGORY 8 (TRAFFIC)						\$
CATEGORY 900 ITEMS (IN CONTRACT UTILITIES)						
9001	811316	FURNISH & REPLACE EX. HYDRANT	EA	3	\$	\$
9002	812126	FURNISH & INSTALL 20" DIP	LF	36	\$	\$
9003	812373	REPLACE EX. 6" HYDRANT LEADS	LF	25	\$	\$
9004	812107	ADJUST FIRE HYDRANT/WATER VALVE BOX TO GRADE	EA	2	\$	\$
9005	900000	BYPASS INSTALLATION	LS	1	\$	\$
9006	900001	VERIZON RELOCATION WORK & COORDINATION	LS	1	\$	\$
9007	900002	PEPCO RELOCATION COORDINATION	LS	1	\$	\$
SUB-TOTAL CATEGORY 9 (IN CONTRACT UTILITIES)						\$

Bid Summary

COMPANY NAME: _____

PRINT NAME: _____

SIGNATURE: _____

SUB-TOTAL CATEGORY 100 =	\$
SUB-TOTAL CATEGORY 200 =	\$
SUB-TOTAL CATEGORY 300 =	\$
SUB-TOTAL CATEGORY 400 =	\$0
SUB-TOTAL CATEGORY 500 =	\$
SUB-TOTAL CATEGORY 600 =	\$
SUB-TOTAL CATEGORY 700 =	\$
SUB-TOTAL CATEGORY 800 =	\$
SUB-TOTAL CATEGORY 900 =	\$
TOTAL (ALL CATEGORIES 100-900) =	\$
TOTAL CONSTRUCTION COST =	\$