



City of Rockville  
Rockville, Maryland

## CONTRACT FOR POTOMAC ROAD SIDEWALK PROJECT

This Contract for Potomac Road Sidewalk Project (the “**Contract**”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025 (the “**Effective Date**”), by and between the Mayor and Council of Rockville, a Maryland municipal corporation (the “**Mayor and Council**” or “**City**”) and Olney Masonry Corporation, a Maryland corporation (the “**Contractor**”). The City and the Contractor are the “**Parties**” to this Contract.

### RECITALS

1. On May 23, 2025, pursuant to Section 17-61 of the City of Rockville Code, the City released Invitation for Bid #28-25 (the “**IFB**”) to establish a contract for the construction of a concrete sidewalk on the north side of Potomac Valley Road between Falls Road and New Mark Esplanade and other associated work, as shown on the contract drawings and the specifications included in the IFB, including, but not limited to, the following:
  - a. Removing trees and stumps;
  - b. Providing and maintaining erosion and sediment control and tree protection measures at all times throughout the construction period;
  - c. Constructing conventional concrete, pervious concrete, and flexipave sidewalk;
  - d. Constructing concrete curb and gutter;
  - e. Constructing storm drain structures and pipes;
  - f. Constructing retaining wall structures;
  - g. Restoring all disturbed areas; and
  - h. Landscaping, including the planting of trees.
2. By the close of the IFB on June 24, 2025, at 2:00 pm, the City received seven responsive bids. The Contractor was the lowest bidder to file a complete response.
3. On \_\_\_\_\_, 2025, pursuant to Section 17-39(a) of the City of Rockville Code, the Mayor and Council awarded this Contract to Contractor and authorized the Rockville City Manager to execute this Contract on its behalf.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## **I. RECITALS & ORDER OF PRECEDENCE**

- A. **Incorporation of Recitals.** The foregoing recitals above are an integral part of this Contract and set forth the intentions of the Parties and the premises on which the Parties have decided to enter into this Contract. Accordingly, the foregoing recitals above are fully incorporated into this Contract by this reference as if fully set forth herein.
- B. **Attachments.** The following documents are attached to and incorporated into this Contract as if fully set forth herein, as follows:
- i. **Attachment A** – IFB # 28-25, Section II, City of Rockville Maryland General Conditions and Instructions to Bidders
  - ii. **Attachment B** – IFB #28-25, Section III, Special Terms and Conditions
  - iii. **Attachment C** – IFB #28-25, Section IV, Technical Specifications/Scope of Work
  - iv. **Attachment D** – IFB # 28-25, Section VII, Appendices
  - v. **Attachment E** – IFB #28-25, Section VIII, Drawings
  - vi. **Attachment F** – Addendum #1, IFB # 28-25, Potomac Valley Road Sidewalk Project, June 11, 2025
  - vii. **Attachment G** – IFB #28-25, Potomac Valley Road Sidewalk Project Bid Proposal, Olney Masonry Company

Contractor agrees to comply with all terms, conditions, drawings and specifications of this Contract, including **Attachments A** through **G**.

- C. **Order of Precedence.** This Contract shall prevail in the event of any inconsistency between this Contract and any attachments thereto. Consistent with the paragraph titled “Contract Documents” on pages 4-5 of **Attachment B**, in addition to the requirements of **Attachment A**, Paragraph 40, in the case of discrepancies between the attachments to this Contract or any validly approved change orders, the documents shall be given precedence in the following order:
- i. Change Orders
  - ii. Addendum 1 (**Attachment F**)
  - iii. Drawings (**Attachment E**)
  - iv. Special Terms and Conditions, excluding the paragraph on Page 4 titled “Applicable Standards” (**Attachment B**)
  - v. Technical Specifications/Scope of Work (**Attachment C**)
  - vi. IFB # 28-25, Section VII, Appendices (**Attachment D**)
  - vii. General Conditions and Instructions to Bidders (City of Rockville) (**Attachment A**)
  - viii. City of Rockville Standard Details for Construction, available at <https://www.rockvillemd.gov/2333/Standards-and-Details>
  - ix. Special Provisions, Page 4, “Applicable Standards” paragraph (included in **Attachment B**)
  - x. Olney Masonry Bid Proposal (**Attachment G**)

Consistent with Page 5 of **Attachment B**, any standard details required by PEPCO and WSSC for the work to be performed under this Contract shall take precedence over the City of Rockville Standard Details for Construction or the “Applicable Standards” paragraph on Page 4 of the **Attachment B**, in the case of discrepancies between those documents.

## **II. CONTRACT TERM**

- A. **Term.** This Contract shall be effective on the Effective Date. All work pursuant to this Contract must be completed within 200 days of the issuance of a notice to proceed by the City’s Department of Procurement (the “**Notice to Proceed**”). This Contract shall terminate upon the expiration of the Guarantee Period as provided in Paragraph 79 of **Attachment A**, unless earlier terminated pursuant to Section VII of this Contract.

## **III. CONTRACT PRICE**

- A. **Price.** Consistent with **Attachment G**, the total not-to-exceed price for all labor, equipment, materials, and services and to be performed under this Contract is three hundred seventeen thousand one hundred twenty-three dollars and fifty cents (\$317,123.50).

## **IV. SCOPE OF WORK**

- A. **Scope of Work.** Subject to and in accordance with the terms, conditions, drawings, and specifications of **Attachments A** through **G** of this Contract and any validly approved change orders, Contractor agrees to complete the construction of a concrete sidewalk on the north side of Potomac Valley Road between Falls Road and New Mark Esplanade and other associated work, as shown on the contract drawings and the specifications included in the IFB, including, but not limited to, the following:
- i. Removing trees and stumps;
  - ii. Providing and maintaining erosion and sediment control and tree protection measures at all times throughout the construction period;
  - iii. Constructing conventional concrete, pervious concrete, and flexipave sidewalk;
  - iv. Constructing concrete curb and gutter;
  - v. Constructing storm drain structures and pipes;
  - vi. Constructing retaining wall structures;
  - vii. Restoring all disturbed areas; and
  - viii. Landscaping, including the planting of trees.
- B. **Start of Work.** Contractor agrees to commence work under this Contract within 10 working days of issuance of a Notice to Proceed.

- C. **Project Manager.** Pursuant to **Attachment B**, unless the City designates another Project Manager, the City's designated Project Manager for the work to be performed under this Contract shall be:

Jennifer Wang, P.E., PMP  
Senior Transportation Engineer  
Rockville City Hall  
Department of Public Works  
111 Maryland Avenue  
Rockville, MD 20850  
240-314-8506  
jwang@rockvillemd.gov

## V. PAYMENT

- A. **Payment.** The City shall make payment to Contractor pursuant to **Attachments A** and **B**.
- B. **Invoices.** In addition to the requirements of **Attachments A** and **B**, Contractor must submit all invoices printed on Contractor's letterhead, dated, and signed; each deliverable must be identified separately with the associated amount due. Invoices shall be based upon completion of tasks and deliverables and shall reference a City Purchase Order number.

## VI. INSURANCE

- A. **Insurance Required.** Prior to execution of this Contract, Contractor must obtain insurance as required by **Attachment B**.

## VII. TERMINATION

- A. **Termination for Default.** Pursuant to **Attachment A**, Paragraph 46, this Contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of Contract terms and an award made to next low bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices; provided, that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
- A. **Termination for Convenience.** Pursuant to **Attachment A**, Paragraph 47, this Contract may be terminated, in whole or in part, upon written notice to the Contractor when the City determines that such termination is in its best interest. The termination is effective 10 days after the notice is issued, unless a different time is given in the notice. The City is liable only for payment for goods and services delivered and accepted or approved by the City prior to the effective date of the termination.



## VIII. ADDITIONAL TERMS AND CONDITIONS

- A. **Notices, Demands, and Communications Between the Parties**. Formal notices, demands, and communications between the Contractor and the Mayor and Council shall be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, (iii) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, or (iv) delivery by facsimile or electronic mail (email) with transmittal confirmation and confirmation of delivery, addressed to:

To the Mayor and Council: City of Rockville  
111 Maryland Avenue  
Rockville, Maryland 20850  
Attention: Sara Taylor-Ferrell, City Clerk  
Email: [SFerrell@rockvillemd.gov](mailto:SFerrell@rockvillemd.gov)  
Telephone: (240) 314-8283

With copies to: Robert E. Dawson, City Attorney  
Email: [RDawson@rockvillemd.gov](mailto:RDawson@rockvillemd.gov)  
Telephone: (240) 314-8150

Jeff Mihelich, City Manager  
Email: [JMihelich@rockvillemd.gov](mailto:JMihelich@rockvillemd.gov)  
Telephone: (240) 314-8102

To the Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notices personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices mailed shall be deemed effective on the second business day following deposit in the United States mail. Notices delivered by facsimile or email shall be deemed effective the next business day, not less than 24 hours, following the date of transmittal and confirmation of delivery to the intended recipient. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as any Party may from time to time designate in writing.

- B. **Non-Liability of Officials, Employees and Agents**. No member, official, employee or agent of the Mayor and Council shall be personally liable to the Contractor in the event of any default or breach by the Mayor and Council or for

any amount which may become due to the Contractor or its successors or assigns or on any obligation under the terms of this Contract.

- C. **No Waiver of Sovereign Immunity by Mayor and Council.** Notwithstanding any other provisions of this Contract to the contrary, nothing in this Contract nor any action taken by the Mayor and Council pursuant to this Contract nor any document which arises out of this Contract shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the Mayor and Council and its appointed officials, officers and employees.
- D. **No Third-Party Beneficiaries.** No provision of this Contract shall be construed to confer any rights upon any person or entity who is not a Party hereto, whether a third-party beneficiary or otherwise.
- E. **Tax Exemption.** The City is exempt from the payment of any federal excise or any Maryland sales tax.
- F. **Equal Employment Opportunity.** Pursuant to Paragraph 52 of **Attachment A**, Contractor will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), sex, race, ancestry, color, religion, sexual orientation, gender identity or expression, physical or mental handicap, marital status, or political expression. Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

If Contractor fails to comply with nondiscrimination clauses of this Contract or fails to include such contract provisions in all subcontracts, this Contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further contracts with the City of Rockville. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, Contractor will permit access to its books, records, and accounts related to this Contract. If the City Manager concludes that Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

- G. **Choice of Law & Venue.** Pursuant to Paragraph 26 of **Attachment A**, the provisions of this Contract shall be governed by the laws of the State of Maryland. Any civil action or legal proceeding arising out of or relating to this Contract shall be brought only in the courts of record of the State of Maryland in Montgomery County or the United States District Court, District of Maryland, Southern Division.

- H. **Interpretation.** The terms of this Contract shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of this Contract or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience only and shall not be construed to limit or extend the meaning of this Contract.
- I. **Authority of the City Manager in Disputes.** Pursuant to Paragraph 35 of **Attachment A**, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager who shall notify the Contractor in writing of his determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to the City Purchasing Ordinance.
- J. **Indemnification.** Pursuant to Paragraph 27 of **Attachment A**, Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Mayor and Council may be subjected or put by reason of injury to persons or property as a result of the work performed under this Contract, whether caused by negligence or carelessness on part of Contractor, or contractors or agents of Contractor.
- K. **Severability.** If any term, provision, covenant, or condition of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Contract shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Contract. In the event that all or any portion of this Contract is found to be unenforceable, this Contract or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the Parties; and the Parties further agree that in such event, and to the maximum extent permitted by law, they shall take all steps necessary to comply with such procedures or requirements as may be necessary in order to make valid this Contract or that portion which is found to be unenforceable.
- L. **Entire Agreement.** This Contract, including all attachments thereto, constitutes the entire agreement between The Mayor and Council and Contractor. The parties shall not be bound by any prior negotiation, representations, or promises not contained in this Contract.
- M. **Time of the Essence.** Time is of the essence in the performance of this Contract.
- N. **Counterparts.** This Contract may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument

IN WITNESS WHEREOF, the Mayor and Council and the Contractor have caused these presents to be signed and sealed.

[SIGNATURES ON FOLLOWING PAGE]

**OLNEY MASONRY CORPORATION**

By: \_\_\_\_\_  
(Either president or vice-president. If other person is authorized, authorization in form of corporate resolution must be attached.)

**MAYOR AND COUNCIL OF ROCKVILLE**

By \_\_\_\_\_ (Seal)  
City Manager

\_\_\_\_\_  
City Attorney  
Approved as to form and legality

ATTACHMENT A



CITY OF ROCKVILLE, MARYLAND

**SECTION II: GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**

1. **TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the bidder's proposal and are not subject to change by reasons of written or verbal statement by the contractor unless accepted in writing. Words and abbreviations which have well known technical or trade meanings are used in accordance with such meanings.
2. **PRE-BID MEETING** A virtual, telepresence pre-bid meeting may be held for the purpose of describing the project and for answering any questions prospective bidders may have. If applicable, time and date will be shown on the bid announcement page.
3. **SUBMISSION OF BID** All bids are to be submitted electronically, in a pdf format file, via a City designated bid receipt software solution. File name of the pdf document must contain the Bid Number, Bidders Name and Bid Due Date. The following forms must be submitted:
  - Bid proposal page(s) in duplicate
  - Non-collusion/non-conviction affidavit
  - Bid Bond
  - Reference sheet
  - Other forms as required in the bid document.

The bid proposal form must be filled out and submitted electronically. Conditional bids and bids containing escalator clauses will not be accepted. All bids must be regular in every respect and no interlineation, exclusions, or special conditions shall be made or included. Bids must contain an electronic or scanned signature, in the space provided, of an individual authorized to bind the bidder.

4. **LATE BIDS** It is the bidder's responsibility to assure delivery of the bid at the proper time via the designated electronic, software solution. Bids delivered in any other fashion will not be considered. All bids will be publicly opened in a virtual environment after the time set for receipt of bids and read aloud via a City telepresence software solution. Bidders may attend bid openings at the phone number and/or web address provided by the City.
5. **ADDENDUM** In the event that any addenda to this solicitation are issued, all solicitation terms and conditions will retain in effect unless they are specifically changed in the addendum. It is the responsibility of the bidder to make inquiry as to addenda issued. Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City.

Such addendums, if issued, will posted via the city's designated electronic, software solution

Please note, that it is the bidder's responsibility to check this site frequently for Addendums, which may impact pricing, this document's requirements, terms and/or conditions. Failure to acknowledge an addendum on the bid proposal form or to sign and return an Addendum with your response may result in disqualification of proposal.

6. **BID OPENING** All bids received in response to an Invitation for Bid will be opened at the date, time and place specified and publicly read via a City telepresence software solution. A tabulation of bids received are posted using the City's designated electronic software solution.
7. **ACCEPTANCE OF BIDS** The City will accept or reject any or all bids or any or all items within ninety (90) days after the date of bid opening. Bids may not be withdrawn during that period.
8. **BID WITHDRAWAL** Bids may be electronically withdrawn (deleted) or modified by deleting the initial file uploaded and replacing it with a modified file using the City's electronic, software solution before the time specified for bid opening. Requests received after bid opening will not be considered.
9. **BID AWARD** Award will be made to lowest responsive and responsible bidder complying with all provisions of the Invitation for Bid, provided the price is reasonable and in the best interest of the City to accept. The City reserves the right to award by individual commodities/services, group, all or none or any combination thereof. When a group is specified, all items in the group must be bid.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the services required;
  - b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
  - c. The character, integrity, reliability, reputation, judgment, experience and efficiency of the bidder;
  - d. The quality of performance on previous contracts or services;
  - e. The previous and existing compliance by the bidder with laws and ordinance relating to the contract or service;
  - f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
  - g. The quality, availability and adaptability of the goods or services to the particular use required;
  - h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
  - i. Whether the bidder is in arrears to the City or a debt or contract or is in default on a surety to the City;
  - j. Such other information as may be secured by the City having a bearing on the decision to award the contract.
- 10. ELECTRONIC PAYMENT OPTION**
- The Vendor ACH Payment Program of the City allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. All transactions are conducted in a secure environment. The program is totally free as part of the Finance Department's efforts to improve customer services.

**11. SENSITIVE DOCUMENTS**

All project participants needing either electronic or hardcopy documents dealing with critical facilities or sensitive information will be required to make application with, and receive approval from the City prior to receiving this information. Permission to receive said documents (herein referred to as “sensitive”) will pertain only to the individual approved. Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor’s company except Contractor’s project participants. After completion of the project, all sensitive documents remaining in the Contractor’s possession shall continue to be governed under the terms of non-disclosure and must continue to be stored in a secure manner. After such records are no longer needed for record purposes, the records shall be destroyed or returned to the City.

Where services require the Contractor to access the City’s electronic information resources and/or its electronic data assets, the Contractor shall adhere to all requirements, terms and conditions of the City’s Contractor/Vendor On-Site and Remote Access Confidentiality Agreement, which can be viewed at the following web address:

<https://www.rockvillemd.gov/documentcenter/view/36407>

**12. DOCUMENTS, MATERIALS AND DATA** All documents materials or data developed as a result of this contract are the City’s property. The City has the right to use and reproduce any documents, materials and data, including confidential information, used in the performance of, or developed as a result of this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right to use all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials and data prepared or developed by the contractor or supplied by the City.

**13. ERRORS IN BIDS** When an error is made in extending total prices, the unit price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices or in preparation of the bid will not relieve the bidder from performing the contract. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if the bid is accepted.

**14. MISTAKES** Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the contract documents. In the process of assembling and binding the bid documents individual pages or drawings may have been inadvertently omitted. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that these bid documents are incomplete.

**15. PRICES** Bids must be submitted on a firm, fixed price, F.O.B. destination basis only unless otherwise specified herein.

**16. PROMPT PAYMENT DISCOUNTS** All discounts other than prompt payment are to be included in the bid price. Prompt payment discounts will be considered in the evaluation of your bid if the discount on payment is not conditioned on payment being made in less than thirty (30) days from receipt of invoice.



17. **BIDDER'S PAYMENT TERMS** The City will reject as non-responsive a bid under this solicitation, which is conditioned on payment of proper invoices in less than thirty (30) days. However, this does not preclude a bidder from offering a prompt payment discount for payment of proper invoices in less than thirty (30) days.
18. **INTEREST IN MORE THAN ONE BID AND COLLUSION** **Multiple bids uploaded/received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected.** Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.
19. **QUALIFICATION OF THE BIDDER** The City shall have the right to take such steps as it deems necessary to determine the responsibility of the bidder to perform the obligations under the contract and the bidder shall furnish to the City all such information for this purpose as the City may request. The right is reserved to reject any bid where an investigation of available information does not satisfy the City that the bidder is qualified to carry out the terms of the contract.
20. **PLACING OF ORDERS** Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card – currently Mastercard) executed by the Purchasing Agent or designee. Where Master Agreements have been released by the City, orders may be placed directly with the Contractor by authorized personnel in the ordering Department(s). Issuance of all purchase orders will be contingent upon appropriation of funds by the Mayor and Council and encumbrance of such funds after July 1st of each year, as provided by the City Code.
21. **INSPECTION OF THE WORK SITE** Each bidder shall visit the site of the proposed work and become fully acquainted with the existing conditions and fully informed as to any facility involved, and the difficulties and restrictions attending the performance of this contract. Applicable drawings, technical specifications and contract documents should be thoroughly examined. The successful bidder shall in no way be relieved of any obligation due under the executed contract by the failure to examine any form of legal instrument or to visit the site.
22. **RISK OF LOSS AND CONDITION OF SITE** The City makes no representation and assumes no responsibility for the condition of the site or applicable structures on the site. The contractor shall accept the site and the contents thereon in the condition in which they are represented. Any damages or loss whatsoever while the contract is in effect (whether by reason of fire, theft, breakage or other happenings) shall not relieve the Contractor from any obligations under this contract. The Contractor shall store any materials on site as not to damage the materials and shall maintain such storage areas, as directed by the City, in hazard free condition.
23. **SUBCONTRACTORS** Nothing contained in the contract documents, shall create any contractual relationship between the City and any subcontractor or sub-subcontractor.

Unless otherwise indicated, the successful contractor who will subcontract the delivery, installation, or portion of the work herein described will submit to the Project Manager, prior to the start of work, the following information: 1) A description of the items to be subcontracted, 2) the subcontractor name, address, and telephone number, and 3) the nature and extent of the work utilized during the life of the

contract. Subcontractors shall be considered agents of the Contractor, who shall be held fully accountable for all of the subcontractor services, labor, and materials relative to the contract.

24. **BID BOND** Bids must be accompanied by an electronic copy of a certified check or bid bond for five percent (5%) of the total amount of the bid, made payable to the Mayor and Council of Rockville, where the original security instrument must be mailed to City of Rockville, Procurement Division, 111 Maryland Avenue, Rockville, Maryland 20850, referencing the solicitation number. AIA Bond forms are acceptable. Bonds must be issued by a surety licensed to do business in the State of Maryland. The City reserves the right to disqualify any bid, in any instance, where the City cannot locate the mailed, original security instrument. The City shall not be liable for any certified checks it cannot locate, or in any instance where a certified check is cashed by any individual not employed by the City of Rockville. Bid bonds will not be returned.
25. **EXECUTION OF AGREEMENT/BONDS** Subsequent to award and within fifteen (15) calendar days after the prescribed forms are presented to the Contractor, the Contractor shall execute and electronically deliver to the City the required Agreement and Bonds, where two (2) sets of the original agreement and original bonds must be mailed to City of Rockville, Procurement Division, 111 Maryland Avenue, Rockville, Maryland 20850.

Bonds shall be in effect during the original term of the contract and during the guarantee and warranty period required under the Contract, unless otherwise stated therein.

**PERFORMANCE BOND** The Contractor shall execute and deliver to the City the required Performance Bond for 100% of the bid amount.

**PAYMENT BOND** For a contract exceeding One Hundred Thousand Dollars (\$100,000) the payment bond shall be in an amount equal to 100% of the bid amount. For a contract exceeding Twenty-Five Thousand Dollars (\$25,000) but not exceeding One Hundred Thousand Dollars (\$100,000) the payment bond shall be in an amount equal to fifty percent (50%) of the bid amount. Bonds shall be executed by a surety company authorized to do business in the State of Maryland.

The successful bidder may request that in lieu of bonds, the City accept the equivalent in the form of a certified check or other security. Such requests will be accepted or rejected by the City Manager. If rejected, the successful bidder will be required to furnish the bonds or forfeit the bid bond. The City shall not be liable for any certified checks it cannot locate, or in any instance where a certified check is cashed by any individual not employed by the City of Rockville.

Failure of the successful bidder to execute the agreement and supply both the electronic versions and original versions of the required forms within fifteen (15) calendar days shall constitute a default. Any instance where the City cannot locate the mailed versions of the agreement or bonds shall also constitute a default. The successful bidder shall forfeit to the City as liquidated damages for such failure or refusal an amount in cash equal to the security deposited with the bid.

The City may either award the contract to the next low responsive and responsible bidder or re-advertise the bids, and may charge against the original bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed. If a more favorable bid is received by a re-advertising, the defaulting bidder shall have no claim against the City for a refund.

26. **LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal, State, County and City laws, statutes, rules and regulations. The Contractor shall observe and comply with all Federal, State, County and City laws, statutes, rules and regulations that

affect the work to be done. The provisions of this contract shall be governed by the laws of the State of Maryland.

27. **INDEMNIFICATION OF THE COUNCIL** The Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on the part of the Contractor, or subcontractors or agents thereof.
28. **DELIVERY** Time is of the essence. The Contractor shall expedite the work and achieve substantial completion within the contract time. If time limits are not specified, state the number of days required to make delivery/completion in the space provided. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor, notwithstanding that such materials/workmanship have been previously been overlooked and accepted.
29. **CHANGES IN QUANTITIES/ITEMS** The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City's discretion as given in the Bid or Proposal wherever it deems it advisable or necessary so to do and such changes shall in no way vitiate the contract nor affect the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity. The City may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items or services are being purchased

The Contractor will be paid for the actual amount of authorized work done or material furnished under any item of the bid at the price bid and stipulated for such item. In case any quantity is increased, the Contractor shall not be entitled to any increased compensation over and above the unit price bid for such item, or any claim for damages on account of loss of anticipated profits should any quantities be decreased. The Contractor shall be responsible for confirming the accuracy of the specified quantities prior to ordering materials or supplies and the City's payment shall be based on the actual quantities incorporated in the work and not the quantities specified in the bid document. The quantities must not exceed the Contract specified quantities without specific written authorization of the Project Manager and it is the Contractor's responsibility to obtain said authorization.

30. **MATERIALS** All materials shall be new and free from defects. They shall be standard products of current manufacture. Unless otherwise noted in the contract documents, the Contractor shall abide by specific manufacturer instructions and recommendations on installation and operation.
31. **BRAND NAME OR EQUAL** Identification of an item by manufacturer's name, trade or brand name, or catalog number is for information and establishment of a quality level desired and is not intended to restrict competition. Bidders may offer any brand which meets or exceeds the specification, unless 'brand name only' is specified. Bids on other makes and/or models will be considered provided the bidder clearly states on the proposal what is being proposed and forwards with the bid complete descriptive literature indicating how the characteristics of the article being offered will meet the specifications. The City reserves the right to accept or reject items offered as an equal.
32. **DEFECTIVE MATERIALS/WORKMANSHIP** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor. If the work shall be found to be defective or to have been damaged before final acceptance, the Contractor shall make good such defect in a manner satisfactory to the City, without extra compensation even though said defect or injury may have not been due to any act or negligence of the Contractor.

33. **TIME OF BEGINNING AND COMPLETION** Unless otherwise stipulated in the bid document, the Contractor shall begin work on the Contract within ten (10) working days after the mailing of a purchase order and shall diligently prosecute the same, so that it shall be fully completed within the time as stated in the contract. The Contractor shall not commence any work under the Contract until a written Purchase Order is received from the Purchasing Agent.
34. **FAILURE TO COMPLETE WORK ON TIME/ LIQUIDATED DAMAGES** The Contractor accepts this contract with the understanding and intention to perform fully and in an acceptable manner within the time stated. Should he fail to complete fully, to all intent and purpose, the work specified in the time specified, or within the time as it may have been extended by the City, the Contractor shall pay, for each calendar day that any work shall remain uncompleted, not including Sundays, the sum of \$400 per calendar day or such other amount as specified in the Special Provisions. This sum is hereby agreed upon, not as a penalty, but as liquidated damages and the City shall have the right to deduct the amount of such damages from any moneys due the Contractor under this Contract.

The City shall recover such Liquidated Damages by deducted the amount thereof out of any moneys due or that may become due the Contractor, and if said moneys are insufficient to cover said damages, then the Contractor or the Surety shall pay the amount due upon demand by the City.

35. **AUTHORITY OF THE CITY MANAGER IN DISPUTES** Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager who shall notify the Contractor in writing of his determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to the City Purchasing Ordinance.
36. **CONTRACT DELAYS/EXTENSION OF TIME** The Contractor shall pursue the contract so as to complete all work within the time allotted in the bid document. The completion date as set in the bid document allows for inclement weather, holidays and coordination with other companies. If the Contractor is delayed in the delivery of the supplies, equipment or services by any act of neglect of the City or by a separate Contractor employed by the City, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by the City, the City shall review the cause of such delay and shall make an extension of time if warranted. All claims for extensions must be in written notice sent to the Project Manager within ten (10) calendar days after the date when such alleged cause for extension of time occurred. All such claims shall state specifically the amount of time of the delay the Contractor believes to have suffered. If written notice is not received within the prescribed time the claim shall be forfeited and invalidated.
37. **CONTRACT DELAYS - NO DAMAGE CLAIMS ACCEPTED** The Contractor shall make no claim for extra monetary compensation for delays, whether ordered by the City or not, caused by delays in funding, governmental approvals, private or public companies' actions, inclement weather, site conditions, or from any cause whatsoever. The Contractor shall adjust its operation to continue the work at other locations under the contract, if available, and as directed by the City. If it is necessary to discontinue the work temporarily, the Contractor shall resume work within 48 hours of notice from the City. The City may adjust the completion date to compensate for the lost day(s) on a day-for-day basis, if the City finds that the Contractor could not make up for such lost day(s) by reallocating its forces or rescheduling the work, up to the time remaining on the original schedule at the time of shutdown.

- 38. PROGRESS SCHEDULE AND SCHEDULE OF OPERATIONS** The construction of this project will be planned and recorded with an Activities Chart Project Schedule (AC) and Written Narrative (WN) unless specifically determined to be unnecessary by the Project Manager. The AC Project Schedule and Written Narrative will break down, in detail, the time (working days or completion date) involved in performing major construction activities for the duration of the project. The AC Project Schedule shall be used for the coordination and monitoring of major work under the contract including the activities of subcontractors, vendors and suppliers. The AC Project Schedule shall be prepared in accordance with the requirements of the Maryland State Highway Administration Standard Specifications for Construction and Materials dated January 1982, and the errata and addend thereto, subsequent supplement(s) and the Special Provisions as set forth in this Invitation for Bids, unless otherwise directed or approved by the Project Manager. The schedule shall be consistent with the contract specified completion date(s) and/or working days. The Contractor is responsible for preparing the initial AC Project Schedule and Written Narrative.

Preparation of Initial Schedule - Within 10 calendar days after notification that the Contractor is the apparent successful bidder, the Contractor will complete development of a initial AC Project Schedule and Written Narrative (describing the logical time representations as proposed in the AC Project Schedule), and submit 2 (two) copies of each AC and WN to the Project Manager for review and approval.

Updating Project Schedule: At any time that it becomes apparent the schedule, created as above and approved by the Project Manager, is not being implemented, either because the work or service is ahead or behind schedule, the Contractor shall immediately notify the Project Manager and shall submit a revised, written, updated AC and WN for the Project Manager's review, revision and approval. The contractor shall make every effort to meet the original completion date and/or working days allowed unless otherwise so directed by the Project Manager.

Payment for Schedule AC/WN: No special compensation will be paid for preparing or revising the above project AC/WN as the cost shall be considered incidental to the contract with compensation incorporated into the bid items(s).

- 39. SPECIFICATIONS** The Construction Specifications for this contract will be those shown below and additions included in the bid document, if applicable. In the event of conflict, the City determination shall govern. The following specifications and standards, listed below, including all subsequent addenda, amendments and errata are made part of this contract to the extent required by the references thereto:

1. Maryland Department of Transportation, State Highway Administration, "Standard Specifications for Construction and Materials" (Maryland Department of Transportation, State Highway Administration), dated January 2008 and all errata and addenda thereto. MDSHA Book of Standards for Highway and Incidental Structures.
2. Montgomery County Department of Transportation "Montgomery County Road Construction Code and Standard Specifications."
3. Standard Specifications of WSSC dated July 2005.
4. Montgomery County Department of Transportation "Design Standards" August 1991.
5. Maryland Dept of the Environment "1994 Standards and Specifications Soil Erosion and Sediment Control"
6. The U. S. Department of Transportation, Federal Highway Administration, "Manual on Uniform Traffic Control Devices" latest edition.
7. Montgomery County Noise Ordinance.

40. **CONTRACT DOCUMENTS** The contract documents are complementary and what is required by any one shall be binding as if required by all. Words and abbreviations that have well known technical or trade meanings are used in the contract documents in accordance with such recognized meanings. On drawings, the figured dimensions shall govern in the case of discrepancy between the scales and figures. Anything shown on the construction plans and not mentioned in the specifications or mentioned in the specifications and not shown on the plans shall have the same effect as if shown or mentioned respectively in both.

Prior to bidding, the Contractor should obtain clarification of all questions which may have arisen as to intent of the contract document, or any actual conflict between items in the contract documents. Should the Contractor have failed to obtain such clarification, then the City may direct that the work proceed by any method indicated, specified or required, in the judgment of the City, by the contract documents. Such direction by the City shall not constitute the basis for a claim for extra costs by the Contractor. The Contractor acknowledges that he had the opportunity to request clarification prior to submitting his bid to the City and that he is not entitled to a claim for extra cost as a result of failure to receive such clarification.

Any discrepancies which may be discovered during the execution of work between actual conditions and those represented by the contract documents shall be reported to the City and work shall not proceed until written instruction has been received by the contractor from the City.

41. **INTERPRETATION** Any questions concerning terms, conditions and definitions of the contract and bidding regulations shall be directed in writing to the Contract Officer. Any questions concerning the technical specifications and drawings shall be directed in writing to the Project Manager. The submission of a bid shall be prima facie evidence that the bidder thoroughly understands the terms of the contract documents. The Contractor shall take no advantage of any error or omission in these contract documents.
42. **PRE-CONSTRUCTION CONFERENCE** A pre-construction conference may be held in person or virtually following contract award. The meeting must be attended by the Contractor. No compensation will be made by the City to the Contractor for meetings.
43. **EMERGENCY CONTACT** The Contractor shall provide at least two local telephone numbers which may be used for contacting an official of the Contractor at all times, 24 hours per day, seven days per week: at which numbers person(s) of responsibility will be available to respond to City directives relative to the contract. The Contractor shall have available sufficient personnel and equipment to immediately respond to emergency needs, as determined by the City. There will be no special compensation paid for this requirement but the cost is to be considered incidental to the other contract pay items.
44. **SUPERVISION AND DIRECTION OF WORK** The work shall be under the general supervision of the Project Manager. While it is intended that the Contractor shall be allowed in general to carry on the contract in accordance with such general plan as may appear to the Contractor most desirable, the Project Manager, at the Project Manager's discretion, may from time to time, direct the order in which, and points at which, the work shall be prosecuted and may exercise such general control over the conduct of the work at a time or place, as shall be required, in the Project Manager's opinion, to safeguard the interests of the City, and the Contractor shall have no claims for damages or extra compensation on account of the fact that it shall have been necessary to carry on the work in different sequence from that which the Contractor may have contemplated. The Contractor shall immediately comply with any and all orders and instructions given by the Project Manager, but nothing herein

contained shall be considered such an assumption of control over the work by the City or the Project Manager as to relieve the Contractor of any obligations or liabilities under the contract.

45. **INSPECTION** Work and materials will be inspected promptly to see that the same strictly correspond with the drawings and specifications, but if, for any reason, delay should occur in connection with such inspection, the Contractor shall have thereby no claim for damages or extra compensation. Materials and workmanship shall be always subject to the approval of the Project Manager, but no inspection, approval or acceptance of any part of the work or of the materials used therein, nor any payment on account thereof shall prevent the rejection of said materials or work at any time thereafter, should said work or materials be found to be defective or not in accordance with the requirements of the contract. Any costs for any "re-inspection" of the job shall be the responsibility of the contractor.
46. **TERMINATION FOR DEFAULT** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award made to next low Bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices: provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
47. **TERMINATION FOR CONVENIENCE** This Contract may be terminated, in whole or in part, upon written notice to the Contractor when the City determines that such termination is in its best interest. The termination is effective 10 days after the notice is issued, unless a different time is given in the notice. The City is liable only for payment for goods and services delivered and accepted or approved by the City prior to the effective date of the termination.
48. **EMPLOYEES** The Contractor shall employ only competent, skillful persons to do the work, and whenever the Project Manager shall notify the Contractor in writing that any person employed on the work is, in his opinion, incompetent, disobedient, disorderly, discourteous or otherwise unsatisfactory, such person shall be discharged from the work and shall not again be employed for this contract except with the consent of the Project Manager.
49. **NON-WORK DAY** The City observes the following holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Thanksgiving Friday and Christmas Day, all days of general and congressional elections throughout the State, and a five-day work week.

The Contractor will not be permitted to do any work which requires the services of the City's inspection, supervisory or line and grade forces on the days on which the above mentioned holidays are observed by the City or on Saturdays or Sundays, unless otherwise authorized by the Project Manager in writing. However, the Contractor, with verbal permission of the Project Manager, may be permitted to perform clean up and such other items for which no specific payment is involved on Saturdays and holidays.

The normal number of working hours per day on this Contract will be limited to eight, unless otherwise authorized by the Project Manager in writing.

In case of an emergency, which may require the services of the City on Saturdays, Sundays, holidays or longer than eight hours per day, the Contractor shall request permission of the Project Manager to work. If, in the opinion of the Project Manager the emergency is bona fide, he will grant permission to the Contractor to work such hours as may be necessary. Also, if in the opinion of the Project Manager,

a bona fide emergency exists, the Project Manager may direct the Contractor to work such hours as may be necessary whether the Contractor requests permission to do so or not.

50. **LANGUAGE** The Contractor shall appoint one or more crewmembers or supervisors to act as liaison with the City and emergency services personnel. All liaisons shall be fluently bilingual in English and the Contractor's employees' language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.
51. **IMMIGRATION REFORM AND CONTROL ACT** Contractor warrants that it does not and shall not hire, recruit or refer for a fee, for employment under the Contract, an individual knowing the individual is an unauthorized individual and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 ("the Act"), including but not limited to any verification and record keeping requirements. Contractor further assures 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.
52. **EQUAL EMPLOYMENT OPPORTUNITY** The Contractor will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), ancestry, color, national origin, race, ethnicity, religion, disability, genetics, marital status, pregnancy, presence of children, gender, sexual orientation, gender identity or expression, or veteran status. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractors must also include the same nondiscrimination language in all subcontracts.

If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts that subcontractors will not discriminate against any employee or applicant for employment in the manner described above, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

53. **ETHICS REQUIREMENTS** In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Contractor may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the City of Rockville or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City Council, Rockville, Maryland has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this



contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.

54. **DRAWINGS TO BE FOLLOWED** The approved drawings, profiles and cross sections on file with the City will show the location, details and dimensions of the work contemplated, which shall be performed in strict accordance therewith and in accordance with the specifications. Any deviations from the drawings or specifications as may be required by the exigencies of construction in all cases will be determined by the Project Manager. There shall be no such deviations without the written authorization of the Project Manager. On all drawings, etc., the figured dimensions shall govern in the case of discrepancy between the scales and figures. The Contractor shall take no advantage of any error or omission in the drawings or specifications. The Project Manager shall make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the specifications and of the drawings as construed by the Project Manager whose decision shall be final.
55. **CERTIFICATION** Under no circumstances will Contractors be paid for materials utilized on any City contract unless certified to by the Project Manager. The Contractor must not incorporate any materials into a City project without prior authorization and certification of the Project Manager, unless necessary to eliminate or avoid hazardous conditions. Under these emergency circumstances the responsibility for notification to the Project Manager and quantity/quality confirmation rests with the Contractor and must be obtained within 24 hours of the work.
56. **DECISIONS AND EXPLANATIONS BY PROJECT MANAGER** The Project Manager shall make all necessary explanations as to the meaning and intent of the specifications and drawings, and shall give all orders and directions, either contemplated therein or thereby, or in every case in which a difficult or unforeseen condition arises during the prosecution of the work. Should there be any discrepancies or should any misunderstanding arise as to the intent of anything contained in the drawings and specifications, the decision of the Project Manager shall be final and binding. The Project Manager shall in all cases determine the amount, quality, acceptability and estimates of the work to be paid for under the Contract, and shall decide all questions in relation to the work. In case any questions arise between parties relating to the Contract, such decision and estimate shall be a condition precedent to the right of the Contractor to receive payment under that part of the Contract which is in dispute.
57. **WORK TO BE DONE AND MATERIALS TO BE FURNISHED** The Contractor shall do all the work and furnish all the labor, materials, tools, and equipment necessary or proper for performing the work required by the Contract, in the manner called for by the drawings and specifications and within the Contract time. The Contractor shall complete the entire work together with such extra work as may be required, at the prices fixed therefore, to the satisfaction of the Project Manager and in accordance with the specifications and drawings.
58. **NOTIFICATION TO OTHER AGENCIES** The Contractor will be responsible for notifying all concerned agencies affected by the work a minimum of 48 hours in advance of any activity, as prescribed by said agencies, including, but not limited to: the Washington Gas, PEPCO, Verizon Comcast Cable, Transcontinental Gas, City of Rockville Utilities Division, Montgomery County Government, State Highway Administration and the Washington Suburban Sanitary Commission. The Contractor must notify MISS UTILITY at 1-800-257-7777 a minimum of 72 hours and no more than 5 working days prior to removal of any pavement or beginning any excavation. There shall be no measurement or direct payment to the Contractor for such notification, working around, the protection of, or repair of damage to such existing utilities caused by the proposed construction activities directly or indirectly.

59. **PERMITS AND REGULATIONS** Unless stipulated elsewhere in these specifications, the Contractor shall be responsible for obtaining and paying for all applicable permits. Where signatures of the City are required in connection with the obtaining of such permits, certificates, etc., the Contractor shall prepare the proper paperwork and present it to the City for signature. City of Rockville Permit fees shall be waived. If the Contractor ascertains at any time that any requirement of this contract is at variance with applicable laws, ordinances, regulations and/or building codes, notification to the Project Manager shall be made immediately and any necessary adjustment to the contract shall be made. Without proper notice to the Project Manager, the Contractor shall bear all costs arising from the performance of work the Contractor knows to be contrary to such laws, ordinances, etc.
60. **EXCAVATION** Unless specifically provided in the specifications, all trench and roadway excavation is hereby unclassified as to the character of materials. The lump sum or unit price, as specified, for or including excavation shall constitute full payment for removal and disposal of all materials, regardless of type, encountered in trenching and roadway excavation, within the limits of this Contract, as necessary and as shown to be removed on the Contract drawings and/or as directed by the Project Manager, except as otherwise provided for under this Contract. All bidders are hereby directed to familiarize themselves with all site conditions including subsurface and the proximity of adjacent features.
61. **SERVICE OF NOTICES** The mailing a written communication, notice or order, addressed to the Contractor at the business address filed with the City, or to his office at the site of the work shall be considered as sufficient service upon the Contractor of such communication, notice or order; and the date of said service shall be the date of such mailing. Written notice shall also be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last known address.
62. **PATENT RIGHTS** Whenever any article, materials, equipment, process, composition, means, or things called for by these specifications is covered by letters of patent, the successful bidder must secure, before using or employing such article, material etc., the assent in writing of the Owner or Licensee of such Letters of Patent and file the same with the City.
- The said assent is to cover not only the use, employment, and incorporation of said article, material, equipment, process, composition, combination, means, or thing in the construction and completion of the work but also the permanent use of said article, material, etc., thereafter by or on behalf of the City, in the operation and maintenance of the project for the purposes for which it is intended or adapted. The Contractor shall be responsible for any claims made against the City, its agents and employees or any actual or alleged infringement of patents by the use of any such patented articles, etc., in the construction and completion of the work, and shall save harmless and indemnify the City, its agents and employees from all costs, expenses, and damages, including Solicitor's and Attorney's fees which the City may be obligated to pay by reason of any actual or alleged infringement of patents used in the construction and completion of the work herein specified.
63. **CARE AND PROTECTION OF WORK** From the commencement of the Contract until its completion, the Contractor shall be solely responsible for the care of the work and all injury or damage to the same, from whatever cause, shall be made good by the Contractor at the Contractor's own expense, before the final estimate is made. The Contractor shall provide suitable means of protection for all materials intended to be used in the work and for work in progress, as well as completed work.
64. **ABANDONMENT OF OR DELAY IN WORK** If the work under the Contract shall be abandoned by the Contractor, or if at any time the Project Manager shall be of the opinion and shall so certify, in

writing, to the Contractor, that the performance of the Contract is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of the Contract or is executing the same in bad faith or if the work is not fully completed within the time specified for its completion, together with such extension of time as may have been granted, the City by written notice, may order the Contractor to discontinue all work there under, or any part thereof, within the number of days specified on such notice. At the expiration of said time the Contractor shall discontinue the work, or such part thereof, and the City shall have the power, by Contract, or otherwise, to complete said work and deduct the entire cost thereof from any monies due or to become due the Contractor under the Contract. For such completion of work the City may, for itself or its Contractor, take possession of and use or cause to be used any or all materials, tools, and equipment found on the site of said work. When any part of the Contract is being carried on by the City, as herein provided, the Contractor shall continue the remainder of the work in conformity with the terms of the Contract and in such manner as not to interfere with the City's workmen.

65. **SUBLETTING OR ASSIGNING OF CONTRACT** The City and the Contractor each bind themselves, their partners, successors, assigns and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract documents. Neither party to the contract shall sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein to any person, firm or corporation without the written consent of the other party, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City.
66. **NO WAIVER OF CONTRACT** Neither the acceptance by the City or its Project Manager nor any order, measurement, certificate or payment of money, of the whole or any part of the work, nor any extension of time nor possession taken by the City or its Project Manager shall operate as a waiver of any portion of the Contract, or any right to damage therein provided. The failure of the City to strictly enforce any provision of this contract shall not be a waiver of any subsequent breach of the same or different nature.
67. **DUTIES, OBLIGATIONS, RIGHTS AND REMEDIES** The duties and obligations imposed by the contract documents and the rights and remedies available there under shall be in addition to and not a limitation of the duties, obligations, rights and remedies otherwise imposed or available by law, unless so indicated.
68. **IMPLIED WORK** All incidental work required by the drawings or specifications for which no payment is specifically provided and any work or materials not therein specified which are required to complete the work and which may fairly be implied as included in the Contract, and which the Project Manager shall judge to be so included, shall be done or furnished by the Contractor without extra compensation. The intent is to prescribe a complete work or improvement which the Contractor undertakes to do in full compliance with the contract documents together with any authorized alterations, special provisions and supplemental agreements.
69. **MEASUREMENT OF WORK AND MATERIAL** The work and material to be paid for will be measured and determined by the Project Manager according to the specifications and drawings, and the working lines that may be given. No allowance will be made for any excess above the quantities required by the specifications, drawings and lines on any part of the work, except where such excess material has been supplied or work done by order of the Project Manager and in the absence of default or negligence on the part of the Contractor. Should the dimensions of any part of the work or of the materials be less than those required by the drawings or the directions of the Project Manager, only the actual quantities placed will be allowed in measurement.

70. **EXTRA COSTS** If the contractor claims that any instructions by the contract documents or otherwise involve extra compensation or extension of time, a written protest must be submitted to the Project Manager within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.
71. **CONTINGENT ITEMS & QUANTITIES** Items and quantities identified as being contingent are provided in the Contract for use when and as directed by the Project Manager. These items shown on the Plans or in the specifications are established for the purpose of obtaining a bid price. The quantities for these contingent items may be increased or decreased without any adjustment to the Contract unit price bid or the contingent items may be deleted entirely from the Contract by the Project Manager without negotiation. The Contractor shall submit no claim against the City for any adjustment to the Contract unit price bid, should the contingent items be increased, decreased or eliminated entirely. Payment for any contingent items used will be made on the basis of the quantities as actually measured and as specified in the Specifications. Materials, Construction Requirements and Basis of Payment shall be as specified elsewhere in the Specifications, Plans or Special Provisions.
72. **CHANGES IN THE SCOPE OR EXTRA WORK** The City, without invalidating the contract, may issue written changes in the work consisting of additions, deletions, or modifications with the contract sum and completion date being adjusted accordingly. All such changes, or additional work must be authorized in writing by the Purchasing Agent prior to starting such work. Costs shall be limited to the cost of materials, labor, field supervision and field office personnel directly involved in and attributed to the change. All costs and/or credits to the City for a change in the work shall be determined by the unit price bid or by mutual agreement.

The Contractor shall do all work that may be required to complete the work contemplated at the unit prices bid or at a lump sum price to be mutually agreed upon.

The Contractor shall perform extra work, for which there is no quantity or price included in the Contract, whenever it is deemed necessary or desirable, to complete fully the work as contemplated, and such work shall be done in accordance with the specifications therefore, or in the best workmanlike manner as directed. Where such a price or sum cannot be agreed upon by both parties, or where this method of payment is impracticable, the Project Manager may order the Contractor to do such work on a force account basis, which will be paid for as follows.

73. **FORCE ACCOUNT WORK** When the Contractor is required to perform work as a result of additions or changes to the contract for which there are no applicable unit prices in the contract, the City and Contractor shall make every effort to come to an agreed upon price for the performance of such work. If an agreement cannot be reached, the City may require the Contractor to do such work on a force account basis to be compensated in accordance with the following:
- A. **Labor.** For all labor and for foremen in direct charge of the specific operations the Contractor shall receive the actual wages for each and every hour that said labor and foremen are actually engaged in such work.
  - B. **Materials.** For materials accepted by the Project Manager and incorporated into the project, the Contractor shall receive the actual cost of such materials, including transportation charges paid by him (exclusive of machinery rentals as hereinafter set forth). Excess materials delivered to the job site and not incorporated into the project will not be paid for and it is the Contractor's responsibility to remove said excess material from the job site.

- C. Equipment. For any machinery or special equipment (other than small equipment tools, whether rented or owned), the use of which has been authorized in writing, by the Project Manager the Contractor shall receive the rates agreed upon in writing before such work is begun which price shall include fuel, oil and miscellaneous necessities, or the Contractor shall receive those rates which may be specified elsewhere in the Special Provisions. For the purpose of definition, equipment with a new cost of \$1000 or less will be considered small tools and equipment.
- D. Materials and Supplies Not Incorporated in the Work. For materials and supplies expended in the performance of the work (excluding those required for rented equipment) and approved by the Project Manager, the Contractor shall receive the actual cost of such materials and supplies used.
- E. Subcontractors. The Contractor shall receive the actual cost of work performed by a subcontractor. Subcontractor's cost is to be determined as in A., B., C., and D. above, plus the fixed fee for overhead and profit allowance computed as in G.
- F. Superintendence. No additional allowance shall be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided
- G. Contractor's Fixed Fee. The procurement officer and the Contractor shall negotiate a fixed fee for force account work performed pursuant to this specification by his force and by his subcontractors. The City shall pay 10 percent of A as compensation for overhead and profit for the work performed. The Contractor shall proceed diligently with the performance of the force account work to completion. The Contractor's fixed fee shall include an amount equal to the sum of 65 percent of A, which shall include, but not be limited to the following:
- (1) Compensation for all costs paid to, or in behalf of, workmen by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits that may be required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed in the work; and
  - (2) Bond premiums, property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions and Social Security taxes on the force account work.
- In addition, the Contractor's fixed fee may include an amount not to exceed 10 percent of B, unless specifically authorized by the Project Manager in advance of the work; 5 percent of D, and 5 percent of E with the exception of that portion chargeable to equipment as defined above.
- H. Compensation. The compensation as set forth above shall be received by the Contractor as payment in full for change order work done on a force account basis. At the end of each day, the Contractor's representatives and the Project Manager, shall compare records of the cost of work as ordered on a force account basis. Differences shall be immediately resolved and any unresolved difference shall be brought to the attention of the Project Manager by written notice from the Contractor within two working days of the occurrence.
- I. Statements. No payment will be made for work performed on a force account basis until the Contractor furnishes the Project Manager duplicate itemized statements of the cost of such force account work detailed as to the following:

- (1) Name, classification, date, daily hours, total hours, rate, and extension for such workmen. Contractor shall provide certified payrolls
- (2) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment. Contractor shall provide original receipted invoices.
- (3) Quantities of materials, prices and extensions. Contractor shall provide original receipted invoices.
- (4) Transportation of materials. Contractor shall provide original receipted invoices.

If, however, the materials used in the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the original invoices the statements shall contain or be accompanied by an affidavit of the Contractor which shall certify that such materials were taken from his stock that the quantity claimed was actually used and that the price and transportation of the material as claimed represent actual cost. Any request for payment under this Section should be submitted in the order outlined by the above.

The Contractor shall be responsible for all damages resulting from work done on a force-account basis, the same as if this work had been included in the original Contract.

Work performed without previous written order by the Project Manager will not be paid.

74. **ALLOWANCES** Whenever an allowance is mentioned in the specifications, then the contractor shall include in his contract sum the entire amount of such specified allowances. The expenditure of these allowances is to be at the Purchasing Manager's direction. However, the allowance expenditure is limited to items properly inferable from the title and description of the allowance. Unexpended balances are to be credited to the City. Compensation payable to the contractor for expenditure of allowances directed by the Purchasing Manager shall be based on the cost to the contractor as shown by actual invoices or receipts, and no additional overhead or profit shall be payable to the contractor for such allowances.
75. **PROGRESS PAYMENTS AND RETAINAGE** The Contractor shall submit a detailed application for payment on a monthly basis, preferable on an AIA G702 form. Such application for payment, notarized, if required, must be accompanied by supporting data and documents substantiating the Contractor's right to payment and reflecting a five percent (5%) retainage.

Applications for payment shall not include payment for equipment or materials delivered to the site but not installed or for materials or equipment properly stored off-site unless specifically approved by the Project Manager. If such approval is granted, the Contractor must submit with the application for payment, bills of sale or other such documentation satisfactory to the City to establish the City's title to such materials or equipment or otherwise to protect the City's interest, including applicable insurance and transportation to the site for materials and equipment stored off site. Such approvals are typically reserved for "big ticket" items that individually would exceed five percent (5%) of the bid total. The Contractor shall promptly pay each subcontractor and supplier for work completed upon receipt of payment from the City the amount to which said subcontractor is entitled, reflecting any percentage retained from payments to the Contractor on account of each subcontractors work. The Contractor shall, by an appropriate agreement with each subcontractor, require each subcontractor to make prompt payments to his subcontractors in a similar manner.

The City shall be under no obligation to pay or to see to the payment of any moneys to any subcontractor except as may otherwise be required by law.

No Certificate of Payment or partial or entire use of the facility by the City shall constitute an acceptance of any work which is not in accordance with the Contract Documents.

Payments Withheld – The City may decline to certify payment or because of subsequently discovered evidence or observations, nullify the whole or any part of any Certification of Payment previously issued, as may be necessary to protect the City from loss because of: (1) defective work not remedied, (2) third party claim filed or evidence indicating probable filing of such claim, (3) failure of the Contractor to make payments properly to subcontractors or suppliers, (4) reasonable evidence that the work can not be completed for the unpaid balance of the contract sum, (5) reasonable evidence that the work will not be completed within the Contract time, (6) persistent failure to carry out the work.

76. **FINAL PAYMENT REQUEST** Upon reaching substantial completion, as defined by receipt of occupancy permit or when all related punch list items have been completed, whichever date is later, the Contractor may submit a written Application for Final Payment. All supporting documentation and data shall be submitted with the Request for Final Payment as is applicable to the monthly Requests for Payment referenced heretofore.

Out of the amount representing the total of the final payment request the City shall deduct five (5%) percent, which shall be in addition to any and all other amounts which, under the Contract, it is entitled or required to retain and shall hold said sum for a period of one hundred and twenty (120) days after the date of acceptance of the work by the City.

Within thirty (30) days after the approval of the final payment request, the City will pay to the Contractor the amount remaining after deducting from the total amount of the final estimate all such sums as have hereto before been paid to the Contractor under the provision of the Contract and also such amounts as the City has or may be authorized under the Contract to reserve or retain.

Neither the final payment nor the remaining retainage shall become due until the Contractor submits to the Project Manager:

1. An affidavit that all payrolls, bills for materials and equipment and other indebtedness connected with the work for which the City or his property might in any way be responsible, have been paid.
2. Consent of surety to final payment, and
3. If requested, data establishing payment or satisfaction of obligations, such as receipt, release and waivers of liens arising out of the Contract;
4. All punch list items are completed to the satisfaction of the Project Manager.

If any subcontractor refuses to furnish a release or waiver of liens required by the City, the Contractor may furnish a bond satisfactory to the City to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorney fees.

Acceptance by the Contractor of final payment shall operate as a release to the Mayor and Council and every officer and agent thereof, from all claims and liabilities to the Contractor for anything done or furnished or relating to the work under the contract.

77. **RELEASE OF RETAINAGE** Upon the expiration of the aforesaid period of one hundred and twenty (120) days succeeding the date of acceptance, the City will pay to the Contractor all sums reserved or retained, less such amount as it may be empowered under the provisions of the Contract to retain.
78. **GUARANTEES / WARRANTIES** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Project Manager before final payment is made. The Contractor guarantees that the items conform to the contract documents.
79. **GUARANTEE PERIOD** The Contractor shall warrant and guarantee the work required under this Contract for a period of twelve (12) months from the date of Final Acceptance. The Contractor warrants and guarantees to the City, that materials and equipment furnished under the Contract shall be of good quality and new unless otherwise required or permitted by the Contract Documents, that all work will be in accordance with the Contract Documents, and that all work will be of good quality, free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The Contractor's obligation to perform and complete the work in a workmanlike manner, free from faults and defects and in accordance with the Contract Documents shall be absolute. The Contractor shall remedy, at his own expense, and without additional cost to the Owner, all defects arising from either workmanship or materials, as determined by the City, or City's representative. The obligations of the Contractor under this Paragraph shall not include normal wear and tear under normal usage.

If the Contractor does not, within ten (10) days after notification from the Project Manager, signify his intention in writing or in action to correct work, as described above, then the Project Manager may proceed with the work and charge the cost thereof to the account of the Contract as herein before provided.

80. **SUBSTANTIAL COMPLETION**. Sufficient completion of the project or the portion thereof to permit utilization of the project, or portion thereof for its intended purpose. Substantial completion requires not only that the work be sufficiently completed to permit utilization, but that the City can effectively utilize the substantially completed work. Determination of substantial completion is solely at the discretion of the City. Substantial completion does not mean complete in accordance with the contract nor shall substantial completion of all or any part of the project entitle the Contractor to acceptance under the contract.

At such time as the Contractor has completed the work and prior to requesting a final inspection, the Contractor shall make written request for an inspection for substantial completion. Such request shall be made no less than seven (7) calendar days prior to the requested date of inspection. An inspection will be made by the City and a determination will be made as to whether or not the work is in fact substantially complete and a "punch list" will be developed. "Punch Lists" containing numerous items or items which may affect the intended use of the work will be considered cause to delay issuance of a document of Substantial Completion. Operation and Maintenance manuals shall be submitted and approved prior to issuance of any document of Substantial Completion.

81. **TRANSFER OF TITLE** The Contractor warrants that title to all work, materials and equipment covered by the Application for Payment will pass to the City either by incorporation in construction or upon the receipt of payment by the Contractor, free and clear of all liens, claims, interests or encumbrances, and that no work, materials, or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any person performing the work at the site or furnishing materials or equipment for the project, subject to an agreement under which an interest therein or an



encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other persons.

82. **USE OF PREMISES** Whenever, in the opinion of the Project Manager, any portion of the work is completed or is in an acceptable condition for use, it shall be used for the purpose it was intended, however, such use shall not be held as acceptance of that portion of the work, or as a waiver of any of the provisions of the Contract.
83. **DETERMINATION OF CITY'S LIABILITY** The acceptance by the Contractor of the final payment made as aforesaid shall operate as and be a release to the City and every officer and agent thereof, from all claims by and liabilities to the Contractor for anything done or furnished for or relating to or affecting the work under the contract.
84. **NO LIMITATION OF LIABILITY** The mention of any specific duty or liability of the Contractor in any part of the specification shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor.
85. **PRESERVATION OF MONUMENTS AND TREES** The Contractor shall be responsible for the preservation of all public and private property, trees, monuments, highway signs, markers, fences, and curbs or other appurtenances, and shall use every precaution to prevent damage or injury thereto. Any expense necessary to provide adequate protection, whether such designated item be on or off the right-of-way, shall be assumed by the Contractor.
86. **PUBLIC ACCESS** The Contractor shall at all times conduct the work in such a manner as to insure the least obstruction to traffic practicable. The convenience and safety of the general public and the residents along the improvement shall be provided for in an adequate and satisfactory manner. Fire hydrants shall be kept accessible to fire apparatus at all times. Handicap access shall remain accessible.
87. **HAZARDOUS AND TOXIC SUBSTANCES** Manufacturers and distributors are required by Federal "Hazard Communication" provision (29 CFR 1910.1200 ), and the Maryland "Access to Information About Hazardous and Toxic Substances" law to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The Contractor must comply with these laws and must provide the City with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of services or contemporaneous with the delivery of goods.
88. **MAINTENANCE OF VEHICULAR TRAFFIC (if applicable)** Unless otherwise directed by the Project Manager, traffic must be maintained on all roadways within the construction area continuously or with the least amount of interruption during the construction period necessary to minimize accidents and accident severity and maintain safety while at the same time minimizing inconvenience to the traveling public and the Contractor. The Project Manager shall have the exclusive right to order a road to be closed or to remain open. No equipment will be stored or permitted to stand within the limits of the roadway right-of-way where traffic must be maintained. Any earth dropped on the surface of the existing road shall be removed immediately to avoid possible hazardous conditions. The Contractor shall prepare and submit a Traffic Control Plan (TCP) for the Project Manager's review, revision, and approval, at least ten days before beginning work, unless otherwise directed.

All Traffic Control Devices shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), latest edition (and all revisions). With the approved TCP implemented, the Contractor will be permitted to work with the following provisions: All traffic lanes must be restored at the end of each day unless specifically authorized otherwise, in advance, by the Project Manager:

The City reserves the right to modify or expand on the methods of traffic control specified and to restrict working hours if, in the opinion of the Project Manager, the Contractor's operations are a detriment to traffic during rush hour periods.

Signs on fixed supports shall be mounted on two posts. Signs mounted on portable supports are suitable for temporary conditions. During periods of partial shutdown, or extended periods when no work is being performed, the Contractor shall remove or adequately cover all construction signs as directed by the Project Manager.

The Contractor shall be responsible for removing, storing, covering, and resetting all existing traffic signs and delineators that become inapplicable and will confuse traffic during the various stages of construction, the cost of which shall be included in the price for Maintenance of Traffic or in the absence of such a pay item it shall be accomplished at no additional compensation, as incidental to the contract. Any signs lost or damaged will be replaced by the Contractor at its expense.

The Contractor shall provide, maintain in new condition, and move when necessary or directed all traffic control devices used for the guidance and protection of vehicles.

The Contractor shall be responsible for providing the appropriate signs to reflect varying traffic patterns prior to the commencement of a new stage of construction.

Traffic must be safely maintained at all times throughout the entire length of the project. No additional compensation shall be paid to the contractor for traffic maintenance, even if the contract time exceeds the contractually specified completion date or working days.

When required lane shifts are implemented, existing painted lane markings no longer applicable shall be removed to the satisfaction of the Project Manager.

Temporary crash cushions are to be installed as shown on the Plans. Unless otherwise specified, sand containers shall be used. The crash cushions shall conform to Subsection 104.10 of the MDSHA Specifications.

Crash cushions shall be reset to reflect changing traffic patterns caused by different stages of Traffic Control. The crash cushions shall be reset at locations shown on the Plans or as directed by the Project Manager.

Should any of the sand container components be damaged during the resetting of the system or during the course of the project, the Contractor shall replace the damaged components at its own expense.

The Contractor shall have flaggers on this Project for the purpose of controlling traffic while maneuvering heavy equipment. This may require a temporary lane closure in any of the specified Traffic Control Phases. These temporary lane shutdowns shall be kept to a minimum and the normal traffic pattern for the Traffic Phase shall be restored as quickly as possible. The Contractor shall comply with Section B-20 of the MUTCD regarding flagger signing.

Prior to stopping work each day the Contractor will be required to reshape all graded areas and eliminate all drop-offs not protected by barriers by filling with compacted stone at maximum of 8:1 slope.

All barriers and barricades shall be adequately illuminated at night, as specified herein, and all lights for this purpose shall be kept operative from sunset to sunrise.

No work shall be commenced in any stage of construction until the barriers and barricades for that stage, indicated on the Plans, or as specified by the Project Manager, are completely in place. The Contractor will be solely responsible for all accidents and damages to any persons and property resulting from its operations. Compliance with prescribed precautions contained herein or in the MDSHA Specifications or Manual On Uniform Traffic and Control shall not relieve the Contractor of its primary responsibility to take all necessary measures to protect and safeguard the work, nor relieve the Contractor from any responsibilities prescribed by GP-7 of the January 2001 MDSHA Standard Specifications for Construction and Materials.

The Contractor shall notify and obtain approval in writing from the Project Manager, at least 48 hours before changing any Traffic Control Phase.

Any construction materials or debris dropped on the roadway surface shall be removed immediately to avoid possible hazardous conditions.

Materials The Contractor shall provide, maintain in first class condition, replace and move when necessary or directed all materials, devices, flagging, etc., required to maintain traffic in accordance with the Traffic Control Plans or as directed by the Project Manager. Reference is made to the latest edition of the MUTCD, wherein all such items are fully described with regard to use, application, warranties, size, color, placement, etc., and wherein typical traffic control device layouts are shown, as all such devices and techniques planned for use on this project shall strictly conform to the Manual's request except as noted on the Plans.

When any of the following items have been established on the Plans or as directed by the Project Manager, the Specifications will be adhered to in accordance with the respective sections.

Lights, Warnings, Etc: - All banners and imitation barrels shall be adequately illuminated at night, and all lights for this purpose shall be kept operative from sunset to sunrise.

Steady burning warning lights shall be used to delineate channelization through and around obstructions in a construction or maintenance area, on detour curves, on lane closures, and in other similar conditions (MUTCD 6E-4, 6E-5). Flashing warning lights shall be the means for identifying a particular and individual hazard and shall not be used in sequence, in clusters, or for delineation (MUTCD: 6E-5, 6E-6).

Where noted on the plans the first two (2) warning signs shall include a "High Level Warning Device." In addition to the flags the signs shall also be equipped with a Type "B" High Intensity Flag Warning Light. This device must meet the requirements of MUTCD 6C-11 and 6E-5. The device shall be incidental to the Temporary Traffic Sign item if provided for, otherwise the costs shall be considered incidental and no special compensation will be paid.

Barriers: Temporary concrete barriers shall be installed on the roadway approaches as shown on the plans or as approved in writing.

Any permanent facilities damaged as a result of anchoring temporary concrete barriers (anchor holes, etc.) shall be repaired to the satisfaction of the Project Manager using an epoxy grout or other material as may be specified by the Project Manager. Epoxy grout shall consist of sand and epoxy, mixed by volume according to manufacturer's recommendations.

Method of Measurement and Basis of Payment: All work and materials required under the TCP not covered or specified as a pay item on the price proposal form will be included in the lump sum price

bid for Maintenance of Traffic. In the absence of such an item the Contractor agrees that there will be no special compensation paid for maintenance of vehicular traffic as described above and the cost shall be considered incidental to the contract and compensated as part of other contract bid item(s).

89. **PARKING, STORAGE AND STAGING AREAS** Parking, storage and staging areas for the Contractor's use during the Project must have prior approval of the Project 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 seed and mulch in these areas.
90. **PEDESTRIAN TRAFFIC** Pedestrians shall be safeguarded by the use of signs lights, barricades and barriers as shown on the traffic control plan and/or directed by the Project Manager. Pedestrian traffic shall be maintained at all times unless specifically authorized otherwise, in advance, by the Project Manager. The Contractor shall submit a pedestrian traffic safety plan in accordance with the MUTCD, incorporating safety measures and other provisions to fully implement the intent of this paragraph. All work and materials required to prepare and implement the pedestrian traffic safety plan shall be considered incidental to the contract and there shall be no special compensation paid for this item unless special pay items are included in the Price Proposal page. No additional compensation shall be paid for maintenance of vehicular and pedestrian traffic if for whatever reason the project time extends beyond the contract specified completion date or working days.
91. **HANDICAP ACCESS** Where handicap access exists within the line of work under this contract it will be the contractor's responsibility to maintain said access during the life of this contract. This service is considered to be incidental to this contract and no special compensation will be paid for this service unless provided on the Price Proposal page.
92. **TOILET FACILITIES** Toilet facilities meeting MOSHA standards shall be provided at the job site for all projects exceeding \$100,000 in value and at all other job sites when directed by the City. No special compensation shall be paid unless specifically provided for in the Price Proposal page of this solicitation.
93. **STAKEOUT-CONSTRUCTION CONTROL** Survey construction control provided by the City shall be limited to the baseline with stations not over 100 feet, and the elevation of the top of each marked point. P.C.s, P.T.s, P.I.s, P.V.T.s, and at least one point on the tangent beyond the end of each curve will be staked. The Contractor shall request baseline stakeout a minimum of five days in advance of construction. Stakeout data other than stated above will be furnished by the construction Contractor per MDSHA Section 815 for structures, otherwise per WSSC specs. section 01000(H) and as described in detail below and in these specifications. The City's responsibility for stakeout for the entire project shall be limited to that data described above and this shall be provided only once. The Contractor shall preserve or otherwise ensure adequate survey controls exist throughout the life of the contract.

Surveys and stakeout shall be accomplished by the Contractor as outlined above and in conformance with WSSC specifications Section 01000-10-1 l(H), entitled "Construction Stakeout By Contractor."

The provisions therein are primarily for pipeline stakeout. The Contractor's responsibilities under this contract are hereby expanded to include, in addition to pipeline stakeout, similar responsibilities for all phases of stakeout necessary to construct all facilities under this contract including but not limited to clearing and grubbing excavation, pavement, curbs and gutters, storm drainage pipes and facilities, culverts, structures, storm water management facilities, street lights, traffic signal conduits and components, noise walls, retaining walls, ditches and sediment control features.

The stakeout and survey record data shall be preserved and turned over to the City for filing following completion of specific components of work.

Method of Measurement and Payment Generally, stakeout shall be considered incidental to the contract and no special compensation shall be paid, unless a specific pay item is included in the contract Price Proposal page of this contract. Where payment is provided, progress payments for stakeout shall be made based on the percentage resulting from the price bid for stakeout divided by the total bid, multiplied by the monthly payment exclusive of the stakeout payment, except the final payment shall be adjusted as necessary to equal the total price bid for stakeout.

Grade Sheet by Contractor: Grade sheets showing hub and design elevations for roadway, water mains, drainage structures and piping, walks, lights, infiltration facilities clearing/grubbing, excavation, and related components will be provided by the construction Contractor at least 8 hours in advance of construction and will be subject to approval by the Project Manager. Stakeout for curb and gutter in all vertical and horizontal curves is to be at intervals of 25 feet or less unless otherwise specifically authorized by the Project Manager. This work is considered incidental to the contract and no extra compensation will be paid.

94. **DEBRIS** Under no circumstance will any open fires be permitted within the City of Rockville. All debris will be removed and hauled from site (except when otherwise specifically authorized in the bid document) and disposed in accordance with Local, State and Federal laws in effect at the disposal site. No special compensation will be paid as all costs for off-site disposal shall be included in the applicable bid prices and considered incidental to the contract.
95. **CLEAN UP** In addition to any provisions regarding clean up in the bid document, clean up, including the restoration of areas of construction, shall proceed as quickly as is practicable. The period between construction and final clean up shall normally not exceed one week. If at any time during the course of the work the cleaning operation in any given area becomes delinquent in the opinion of the Project Manager he may order that construction be stopped until such cleaning is completed. Any such order shall not extend the Final Completion date under this contract. Unless otherwise indicated, all materials razed, demolished, or otherwise removed from the work site shall become the property of the Contractor and shall be disposed of legally and properly off site at his expense.

Upon Final Completion of the work and before acceptance and final payment shall be made, the Contractor shall clean and remove from the street, footways, lawns, and adjacent property, all surplus and discarded materials, rubbish and temporary structures, restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall leave the work area in a neat and presentable condition throughout the entire length of the project under contract.

If the Contractor fails to clean up at Final Completion of the work, the City may do so and the cost thereof shall be charged to the Contractor.

## ATTACHMENT B

### INVITATION FOR BIDS #28-25 POTOMAC VALLEY ROAD SIDEWALK PROJECT

#### **SECTION III: SPECIAL TERMS AND CONDITIONS**

These Special Provisions are hereby made a part of the contract. In case of conflict with the terms and conditions or the Specifications of the City of Rockville, Montgomery County Government, the Washington Suburban Sanitary Commission, the Maryland State Highway Administration, the Maryland Department of the Environment or the Montgomery Soil Conservation District, the Special Provisions shall govern.

#### **POINT OF CONTACT**

To ensure fair consideration for all Bidders, the City prohibits communication to or with any department, elected official or employee during the submission process, other than the Procurement Division, regarding the requirements for this submittal. Any such contact may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

All inquiries concerning clarifications of this solicitation or for additional information shall be submitted via the City's Collaboration Portal.

All responses to questions/clarifications will be sent to all prospective Bidders in the form of a written addendum. Material changes, if any, to the scope of work, or bid procedures will also be transmitted by written addendum.

#### **MINIMUM QUALIFICATION REQUIREMENTS**

At a minimum, Bidders must provide written evidence (through references) of five (5) years prior experience with the scope of work as detailed in the specifications.

If the bidder intends to subcontract any or part of the work, then the bidder must identify and include references for each qualified subcontractor, together with a description of the proposed subcontract work. This evidence shall be submitted with the bid, or the City, at its discretion, may determine the bid to be unresponsive. The City reserves the right to require references for such subcontractors.

The City shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform the work and reserves the right to request additional information. The right is reserved to reject any bid where an investigation of the evidence or information submitted by such Bidder does not satisfy the City that the Bidder is qualified to properly carry out the terms of the Bid Document.

#### **ESTIMATED QUANTITIES**

No warranty is given or implied by the City as to any components listed in this Bid and are considered to be estimates for the purpose of information only. The City reserves the right to accept all or any part of the bid and to increase or decrease quantities of Bidder's bid to meet additional or reduced requirements of the City.

#### **ADDITIONAL ITEMS/DUTIES**

The City may require additional items/duties of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items/duties, and shall provide the City prices on such additional items or duties based upon a formula or method which is the same or similar to that used in establishing the prices in the bid. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to purchase those items from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

### **NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES**

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

### **EXCEPTIONS**

An exception is any condition, limitation, restriction, term or other deviation from the requirements of the Invitation for Bids that is a condition of the bidder's bid or that the bidder expects to become part of a contract with the City. Bidders are strongly discouraged from taking exceptions to the requirements of the Invitation for Bids. Exceptions may result in the City declaring the bidder's bid to be non-responsive. Any exceptions taken must refer to the specific language of the Invitation for Bids to which the bidder objects and must be included with the bid on a separate page. The City shall be entitled to assume that the absence of any exceptions constitutes the bidder's willingness to comply with all requirements of all parts of the Invitation for Bids.

### **COMPLETE INFORMATION REQUIRED ON BID FORM**

All bids must be submitted on the attached Bid Form with all sections completed. To be considered a valid bid, the bid form pages and required forms must be returned, properly completed, as outlined in the General Conditions.

### **INSURANCE REQUIREMENTS**

Prior to execution of the contract by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor's insurance shall be primary.

The Contractor must electronically submit to the Procurement Division a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

<b>Type of Insurance</b>	<b>Amounts of Insurance</b>	<b>Endorsements and Provisions</b>
<b>1. Workers' Compensation</b> <b>2. Employers' Liability</b>	Bodily Injury by Accident: \$100,000 each accident  Bodily Injury by Disease: \$500,000 policy limits  Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: <i>WC 00 03 13 Waiver of Our Rights to Recover From Others</i> <b>Endorsement – signed and dated.</b>
<b>3. Commercial General Liability</b>  a. Bodily Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of

<b>Type of Insurance</b>	<b>Amounts of Insurance</b>	<b>Endorsements and Provisions</b>
b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury		cancellation or material change in coverage. <b>CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.</b>
<b>4. Automobile Liability</b>  a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. <b>Form CA20 48 02 99 form to be both signed and dated.</b>
<b>5. Excess/Umbrella Liability</b>	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
<b>6. Professional Liability (if applicable)</b>	Each Occurrence/Aggregate: \$1,000,000	

### **POLICY CANCELLATION**

No change, cancellation or non-renewal shall be made in any insurance coverage without thirty (30) days written notice to the City's Procurement Division. The Contractor shall electronically furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

### **ADDITIONAL INSURED**

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods, and services provided under the contract. Additionally, the Mayor and Council of Rockville must be named as additional insured on the Contractor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

### **SUBCONTRACTORS**

If applicable, all subcontractors shall meet the requirements of this section before commencing work. In addition, the Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Example:



Certificate Holder  
*The Mayor and Council of Rockville*  
City Hall  
111 Maryland Avenue  
Rockville, MD. 20850

### **COOPERATIVE PROCUREMENT**

The Contractor may extend all of the terms, conditions, specifications, and unit or other prices of any award resulting from this solicitation to any and all other public bodies, subdivisions, school districts, community colleges, colleges, and universities. The City assumes no authority, liability or obligation, on behalf of any other public entity that may use any contract resulting from this solicitation.

### **LICENSE AND SUPPORT AGREEMENTS**

In the event a bidder or manufacturer requires an agreement to be signed the agreement must be returned with the bid for review prior to any subsequent award. The City reserves the right to refuse consideration of an agreement and may hold the bidder to any agreement entered into as a result of a purchase order being issued as a result of this IFB without prior knowledge that the bidder and/or manufacturer will require an additional document, contract or agreement to be executed.

### **CONTRACT TERM**

This contract will begin 10 working days from the date of issuance of a notice to proceed. All work shall be completed within 200 calendar days of the date of issuance of the notice to proceed.

### **NOTICE TO PROCEED AND COMPLETION SCHEDULE**

The contractually specified completion date and time shown herein below is to be strictly adhered to unless authorized or directed otherwise in writing by the Chief, Construction Management Division. The completion date, where specified, has an allowance for inclement weather and holidays. Time extensions for unusual conditions causing project delays not covered in these special provisions will be subject to the conditions covered under the GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS; however, no compensation above that indicated herein for specific items shall be paid to the Contractor for any delay, regardless of the source of delay.

The Contractor shall provide a bar-chart schedule at the Project Kick-Off Meeting or at such time as directed by the Chief, Construction Management, but not more than once per month or with any change order. In addition, the contractor shall verbally provide updates to the Project Inspector as requested.

### **CONSTRUCTION WORK HOURS**

Work is permitted between 7:00 am to 5:00 pm, Monday through Friday. Working outside of these hours must first be approved by the City. Closing lanes on any street, other than secondary residential (generally 26' in width) shall be limited to 9:00 am to 3:30 pm Monday through Friday. No work shall be permitted outside these hours unless written approval is obtained from the Chief, Construction Management Division or his designee. This also applies to construction related activities such as dewatering or pumping where construction crews may not be on site.

### **CONTRACT DOCUMENTS**

In addition to the requirements of GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, Item No. 40, in the case of discrepancies in the Contract Documents and need for interpretation, the documents shall be given precedence in the following order:

- Change Orders
- Addenda
- Drawings

- Special Provisions
- Technical Specifications
- General Conditions and Instructions to Bidders (City of Rockville)
- Standard Details by others
- City of Rockville Standard Details for Construction
- Applicable Standards listed below

#### **APPLICABLE STANDARDS**

As a minimum standard of quality workmanship, all work is to comply with the latest provisions and recommendation of the following documents in the following order of precedence. In the event of conflict, the City's determination shall govern.

- City of Rockville Standards and Details for Construction, dated January 1988.
- Washington Suburban Sanitary Commission, General Conditions and Standard Specifications, latest edition.
- Current Montgomery County Department of Public Works and Transportation Design Standards
- Current Montgomery County Department of Permitting Services, Water Resources Division, Standard Details
- MSHA "Standard Specifications for Construction and Materials" dated May 2017 including all errata and addenda thereto and additions included in these special provisions.
- MDE, WMA and SCS 2011 Maryland Standards and Specifications for Soil Erosion and Sediment Control
- American Society for Testing and Materials, "ASTM Standards", latest edition.
- American Water Works Association Standards (AWWA Standards), latest edition
- American Association of State Highway and Transportation Officials, "AASHTO Standards", latest edition
- American Concrete Institute (ACI) Standards, latest edition.

#### **PERMITS**

The Contractor is responsible for implementation and compliance with all conditions of all permits as listed below:

- City of Rockville Forestry Permit- This City permit is issued by the Department of Community Planning & Development Services and is attached in Appendix B;
- City of Rockville Sediment Control Permit- This City permit is issued by the Department of Public Works and is attached in Appendix B;
- City of Rockville Stormwater Management Permit- This City permit is issued by the Department of Public Works and is attached in Appendix B;

The Contractor is responsible for all reporting, inspection requests, documentation and notifications associated with these permits. Compensation for implementation of the requirements of the above permits is to be included in appropriate bid items and no special compensation will be made.

#### **PROJECT KICK-OFF MEETING AND PRE-CONSTRUCTION MEETINGS**

Upon issuance of the Notice to Proceed, the City may arrange a project kick-off meeting with all appropriate City staff and the Contractor. This will be an office based meeting to review the project requirements. The City will decide which City staff will attend. The Contractor shall arrange any pre- construction meetings required by associated permits. These pre-construction meetings shall be held on the project site between the Contractor, the design engineer's representative, and appropriate City staff, including the Chief, Construction Management, Project Inspector, Sediment Control Inspector, and Engineering Project Manager.

### **EMERGENCY CONTACT INFORMATION**

The Contractor shall provide the name(s) and phone number(s) of a representative(s) of the Contractor who can be reached in case of an emergency. This shall be submitted to the City prior to the start of construction.

### **PUBLIC UTILITIES**

Comply with MDSHA Specifications under Sections GP 5.05, and GP 7.17 regarding public utilities.

It shall be the Contractor's responsibility to cooperate to the fullest extent possible with the utility owners in their work of adjusting the existing utilities to suit the proposed construction under this contract. All utilities, unless provided for on the contract drawings, shall be relocated or constructed by their respective owners.

The location of existing utilities shown on the plans and profiles are approximate only and it shall be the Contractor's responsibility to determine the exact location of the utilities prior to commencing work in all areas of possible conflict. All test pits must be completed in coordination with the City and the affected utility companies. The existence of utilities other than those shown on the plans is not known. If, during construction operations, the Contractor should encounter additional utilities, he shall immediately notify the City and take all necessary and proper steps to protect the continuance of service of such facilities. The Contractor shall notify the utility owner and City when previously unknown or different utilities are encountered. The Contractor shall support and protect existing utilities whether or not shown on the plans at no additional cost to the City. The Contractor shall not receive compensation for the temporary relocation of or temporary installation of utilities that are constructed for the convenience of the Contractor.

In case of any damage to utilities by the Contractor, either above or below ground, the owner shall be immediately notified. The Contractor shall arrange for restoration of such utilities to a condition satisfactory to the utility company at the Contractor's entire cost and expense.

The Contractor shall take into consideration when preparing his bid the costs associated with the coordination during construction with various utility companies for any relocation or installation by the utility companies which may be necessary in areas within, or adjacent to, the limits of his contract. No additional compensation or time extensions will be allowed the Contractor for work interruptions, changes in construction sequences, changes in methods of handling excavation and drainage, and changes in types of equipment used, made necessary by others performing work within, or adjacent to, the limits of this contract. The contract time as stated in this contract includes the time needed for utility adjustments and no extension of time will be granted for delays caused by utility adjustments. All other expenses likely to be incurred by the Contractor as a result of working around and protecting utilities, as well as cooperating with the owners of same during the relocating of such facilities, will not be measured or compensated for under any stipulated pay item.

### **CONTACTS**

The following utility companies and City departments may be affected by this project. It shall be the Contractor's responsibility to notify all utilities and/or City departments and coordinate his construction operations with them to avoid unnecessary delays.

- City of Rockville Forestry Division Ms. Paula Perez 240-314-8705
- City of Rockville  
Chief, Construction Management  
Dan Stevens 240-314-8552
- City of Rockville  
Operations & Maintenance Superintendent

- Mr. John Holida 240 -314-8576
- City of Rockville Project Inspector Mr. Dan Stevens 240-314-8552
- City of Rockville Sediment Control Inspector Heather Gewandter 8873 240-314-8873
- City of Rockville  
Traffic and Transportation Project Manager  
Ms. Jennifer Wang  
240-314-8506
- City of Rockville Water and Sewer Utilities 240-314-8567
- MISS UTILITY  
1-800-257-7777 or 811
- Transcontinental Gas  
410-465-0960
- Comcast Cable TV  
301-938-4325
- Verizon
- Washington Gas
- Washington Suburban Sanitary Commission  
301-206-8396
- Pepco  
301-670-8700

For Locations of Utilities, call "MISS UTILITY", at 811, 1-800-257-7777 or <http://www.missutility.net/>  
Before interfering with any utility service, the Contractor shall notify the affected utility companies and affected property owners in advance, and coordinate any required service interruption with the owner and City. For any water service shut-down, the Contractor must provide at least 21 calendar days' notice such that the City can provide proper notification.

The Contractor shall be responsible for contracting Miss Utility for the location of all utilities prior to the start of work.

### **PROTECTION OF WORK, PROPERTY AND PERSONS**

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with this project. All necessary precautions shall be taken: to prevent injury to the Contractor's employees and other persons who may be affected by the project; to prevent damage to or loss of materials or equipment incorporated into the project; and to protect other property at or adjacent to the site including but not limited to trees, shrubs, lawns, walks, fences, pavements, roadways, utilities, structures, buildings, playgrounds and park facilities not designated for removal, relocation, or replacement in the course of construction; to provide warning signs as directed by the City for personnel and the public. Costs associated with this work are incidental to the work and no specific payments will be made.

### **SITE ACCESS**

Access to the site is by public streets and thoroughfares. After the completion of the project, all roads, driveways, parking lots, sidewalks, landscaping, fences, utilities, structures, buildings, lawns and other facilities not designated for removal, relocation or replacement that are damaged by the Contractor's actions shall be restored to the same condition or better. Prior to any construction activities, it is the Contractor's responsibility to document any existing damage or conditions indicative of substandard facilities. Costs associated with this work shall be included with the appropriate Pay Item.

Access to parks, easements across private property and other City-owned property in wooded areas must be coordinated with the City and the private property owners prior to the Contractor entering the property.

### **ACCESS TO ADJACENT PROPERTIES**

Access must be maintained to all properties abutting this project at all times. All work affecting private properties is to be coordinated with the property owner by the Contractor. The Contractor shall maintain access to private driveways at all times unless specifically approved in advance by the City.

### **ENTERING PRIVATE PROPERTY TO PERFORM WORK**

The Contractor is to carefully examine the plans provided to ensure a clear understanding of the private property limits and work limits. Under no circumstances is the Contractor to enter beyond the specified limits or perform any work that affects private property without advance notice to and permission from the private owner and the City.

### **PRESERVATION AND RESTORATION OF PROPERTY, & MONUMENTS**

The Contractor is to carefully examine the plans provided with the contract drawings to ensure a clear understanding of the private property limits and work limits. The Contractor shall not enter upon private property for any purpose without first obtaining permission from the City and written permission from the property owner. The Contractor shall be responsible for the preservation of all public and private property, including but not limited to plants (trees, shrubs, and seasonal vegetation), lawns, walks, fences, pavements, roadways, utilities, structures, buildings, playgrounds and park facilities not designated for removal, relocation, or replacement, along and adjacent to the work areas, and shall use every precaution necessary to prevent damage or injury thereto. The Contractor shall take suitable precaution to prevent damage to underground or overhead public utility structures and must protect carefully from disturbances or damages all land monuments and property markers until the Project Inspector has witnessed or otherwise referenced their locations. All disturbed monuments and markers must be reset to their correct location by the Contractor at no additional compensation.

The Contractor shall be responsible for all damages or injury to public or private property of any character during the prosecution of the work, resulting from any act, omission, neglect or misconduct in his manner or method of executing said work satisfactorily, or due to the non-execution of said work, or at any time due to defective work or materials. When or where any direct or indirect damage or injury is done to public or private property or on account of any act, omission, neglect or misconduct in the execution of the work or in consequence of the non-execution thereof on the part of the Contractor, the Contractor must restore, at its own expense, such property to a condition similar or equal to rebuilding or otherwise restoring as may be directed by the City, or he shall make good such damage or injury in an acceptable manner. In case of the failure on the part of the Contractor to restore such property in a reasonable amount of time, or make good such damage or injury the City may, upon 24 hours' notice, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due the Contractor under this Contract. City crews or another Contractor may accomplish said work.

After the completion of the project, all plants (trees, shrubs, and seasonal vegetation), lawns, walks, fences, pavements, roadways, utilities, structures, buildings, playgrounds and park facilities and other facilities not designated for removal, relocation or replacement that are damaged by the Contractor's actions shall be restored to the same condition or better. Prior to any construction activities, it is the Contractor's responsibility to document any existing damage or conditions indicative of substandard facilities. The Contractor shall provide pre-project photographs or videotape of the project work areas to the DPW Project Inspector. Costs associated with this work are incidental to the work and no specific payments will be made.

All of the requirements outlined above shall be considered incidental to this contract and no special compensation shall be paid.

### **SITE CONDITIONS**

The Contractor shall visit each work site prior to performing the work to verify the existing conditions.

### **CONTRACTORS STAGING AND STORAGE**

The Contractor will establish temporary staging areas as approved by the City. Cleanup of each staging area shall occur daily. Contractor shall cover topsoil, stone, and aggregate stockpiles with tarps to prevent sedimentation of the street.

Submit a sketch (a marked up set of plans is acceptable) and brief description for approval by the Chief, Construction Management showing the location of equipment and materials, location of portable sanitary toilet, and means and methods to protect pedestrians and existing public facilities (including trees) within the area as shown on the plans. This plan may have to be approved by the City Forester, if any grassed or tree areas will be utilized.

There shall be no payment for this work. It shall be considered incidental to the contract.

### **TEMPORARY UTILITIES**

The Contractor shall pay all fees, obtain necessary permits, and have meters installed for temporary utilities as may be required for the prosecution of this contract. As needed, the Contractor through direct local arrangements must obtain temporary electric service for the purpose of this contract with the electric company, PEPCO. The Contractor shall furnish and install all necessary temporary service drops, wiring, connections, etc., necessary for temporary service required by the Contractor. All costs associated with any temporary electric service required by the Contractor are considered incidental to other pertinent pay items. This item shall not be measured for payment.

The Contractor shall, at the beginning of the project, provide on the premises suitable temporary sanitary toilet facilities in accordance with the GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS. The City shall approve the location of the sanitary toilet.

### **CONSTRUCTION STAKEOUT AND AS-BUILTS**

Construction Stakeout shall be in accordance with Section 107 of the Maryland Department of Transportation, State Highway Administration's Standard Specifications for Construction and Materials, dated May 2017, with the following exceptions:

The Contractor shall perform all construction stakeouts. The Contractor shall complete project as shown on approved plans. The City will not provide any construction stakeout for this project. Contractors are to use benchmark and layout information as shown on the plans. Construction stake out and as-builts do not need to be completed by a licensed surveyor.

The Contractor shall provide as-built information. One set of redline as-builts shall be maintained and kept on-site at all times. Any deviations from approved plans shall be marked, in red, on the as-builts. As-built information shall consist of any deviation to the approved plan such as grading limits, slopes, pipe invert elevations, types/length/height of restoration features, and any modifications to typical details. As-built requirements do not include any topographic survey.

Upon completion of project, submit as-builts for approval. Retainage shall not be released until as-builts are approved. The costs for stakeout shall be per the pay item and the cost for as-builts shall be considered incidental to the work and no specific payments will be made.

A copy of the Department of Public Works As-built Plan Requirements is attached in Appendix C. The City will provide an electronic CAD file of the plans for the Contractor. The Contractor must complete an agreement for receipt of the electronic file.

### **AERIAL ELECTRIC LINES**

The Contractor shall be aware that State law requires that a 10-foot radial clearance shall be maintained for all construction equipment and materials in relation to electric lines carrying 750 volts or more. Because the State law is more stringent than the Federal laws, the State law shall be considered the minimal distance.

### **NOISE CONTROL MEASURES**

All work must comply with the noise ordinance requirements for Montgomery County. A copy of the ordinance enforced by the Department of Environmental Protection (DEP) is attached to these contract documents in Appendix A for observation and compliance. With City approval, the Contractor may request a waiver through Montgomery County. The Contractor is fully responsible to submit the request and comply with any conditions of the waiver approval. The Contractor shall consider the processing time of this request, which includes a public notice element, when scheduling their work.

### **WATER POLLUTION CONTROL MEASURES**

The Contractor shall not discharge or permit discharge into the waters, canals, ditches, or drainage system any fuels, oil, bitumen, garbage, sewage or other materials which may be harmful to fish, wildlife or vegetation or that may be detrimental to outdoor recreation. The Contractor shall be responsible for investigation and complying with all applicable federal, state and local laws and regulations governing pollution of water. All work under this Contract shall be performed in such a manner that objectionable conditions will not be created in waters through or adjacent to the project areas.

### **AIR POLLUTION CONTROL MEASURES**

All fine-grained, loose materials hauled to or from this project shall be covered to prevent spillage and blowing. Material, which is not covered after notification by the City, will not be accepted for use on this project. This material will not be included in measurement for payment.

Burning will not be permitted.

### **ENVIRONMENTAL PROTECTION MEASURES**

Impervious barriers, (i.e., plastic, metal drip pans, etc.) shall be placed under any compressors, generators, welding machines, etc., to prevent oils, solvents, organic compounds, or other contaminants from leaching into the soil. Any oils, solvents, organic compounds, or contaminants spilled on the site during the process of the work shall be immediately removed and cleaned up by the Contractor. Any earth contaminated by a spill shall also be removed and replaced with new certified clean material to the satisfaction of the City and the Maryland Department of the Environment (MDE). If the City has to remove the oils, solvents, organic compounds, contaminants, or earth, the City may deduct the costs of removal and clean up from the total contract amount owed the Contractor.

### **EROSION AND SEDIMENT CONTROLS**

The Contractor is responsible for adhering to the City's laws and ordinances regarding sediment control. The Contractor shall be responsible for coordinating all work, and for notifying the City:

- Upon installation of all erosion and sediment control devices to schedule a "Notice to Proceed" inspection prior to commencing work.
- Prior to removing sediment control devices; and
- Upon completion of final grading, establishment of ground covers and approved land stabilization.
- During the progression of all work, the Contractor shall make periodic inspections and maintain sediment control devices, including cleaning and routine maintenance as directed or necessary, to insure that the intended purpose is accomplished. Under no circumstances shall sediment be allowed to enter private properties, stormdrains, or City waterways.

When directed in the field by the Project Inspector, the Contractor shall be required to make adjustments in location and/or increase or decrease quantities of sediment control measures and provide temporary stabilization measures.

All sediment control measures shall be installed and maintained as shown on the Contract Documents, approved plans and details per latest City of Rockville Standards, Maryland Department of the Environment's 2011 Maryland Standards and Specifications for Soil Erosion and Sediment Control, in compliance with the MDE/WMA Notice of Intent (NOI) General Permit for construction activities, and as directed by the Project Inspector. Please refer to Maryland Department of Transportation, State Highway Administration's Specifications entitled, "Standard Specifications for Construction and Material" dated May 2017, revisions thereof, or additions thereto. Comply with MSHA specifications section 308.02 Material and section 308.03 Construction.

Furnish and install temporary erosion and sediment controls. The Contractor is to protect the integrity of the erosion control measures installed. The erosion control measures shall be provided until such times as the temporary ground cover is sufficiently developed and the Project Inspector gives written authorization to remove said measures. The Contractor shall comply with all local, state and federal laws, ordinances, and regulations pertaining to erosion, sediment and pollution control, including those promulgated by the State of Maryland, and shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses resulting from such work.

The Contractor shall have an employee present on site at all times who has met the requirements for certification of the Responsible Personnel training in erosion and sediment control according Maryland State Law. This employee shall have sufficient authority to install, maintain, adjust or otherwise implement approved sediment control measures.

The Contractor shall take all measures to control erosion and sedimentation at construction site, including borrow and waste areas and temporary access roads, and at off-site areas especially vulnerable to damage from erosion and sedimentation. All erosion and sediment control measures will be subject to approval by the City. All erosion and sediment control measures shall be implemented prior to any construction occurring. All temporary erosion and sediment control measures shall be removed within thirty (30) days after completion of construction and establishment of permanent erosion control.

Work shall be scheduled so that areas subject to erosion are exposed for the shortest possible time. Only those trees, shrubs and grasses shall be removed that are necessary for construction as designated by the forest conservation plan and/or approved plans; those remaining shall be protected to preserve their aesthetic and erosion control values. Temporary on-site structures and buildings shall be located to preserve the existing landscape and to minimize erosion, including that from construction traffic. If practicable, work shall be scheduled in seasons when erosion is less of a hazard, particularly for sites with steep slopes and erodible soils.

Temporary protection shall be required for disturbed areas until final grading is completed and permanent vegetation is established, and shall consist of planting temporary grass cover or other vegetation when feasible. Other short-term protection shall include covering disturbed areas, stockpiles, and topsoil piles with a mulch of hay, straw or wood chips, stabilizing with netting, or covering with plastic sheets. Graded slopes and fills shall be limited to an angle and to lengths that will maintain stability and allow easy maintenance. Construction equipment shall not be operated in a way to make the land more susceptible to erosion, such as leaving tracks up and down slopes. Access roads shall be located and constructed so as to prevent erosion.

Controls for surface water runoff shall be constructed as early as possible to prevent the formation of gullies or rills. These controls shall be maintained during the entire construction period or until permanent storm



drains/revetments are completed. Diversion channels or berms, slope drains, flow barriers, dikes or other structures, which retard or spread water flow, shall control runoff. Compacted embankments, ditches, furrows or temporary diversions across slopes shall be provided to intercept runoff before it reaches erodible areas. Diversions and drains shall be directed into stabilized areas where the discharge can be spread out and dissipated.

If unusually intense storms cause planned control measures to fail, prompt restoration and cleanup of sediment deposits shall be made, including damage to adjacent property. If construction is delayed or shut down, temporary cover of exposed and disturbed areas shall be provided.

### **FOREST AND TREE CONSERVATION REQUIREMENTS**

The Contractor shall complete all forest and tree conservation requirements according to the approved contract documents:

- To protect and maintain existing forested areas and/or individual significant trees as provided by the contract documents and any directives of the City Forester.
- Promptly replace any existing trees designated to remain that are damaged or destroyed in the course of development.
- To plant the trees in accordance with the specifications of the Approved Plan.
- Perform all site preparation, including removal of pavements, structures, and inclusion of soil amendments, PRIOR to installing plantings.

Special attention must be given the existing landscape features and special care taken to protect the natural surroundings. The roots of such trees or shrubbery will not be cut unnecessarily. The Contractor will be required to root prune the tree roots, which extend into grading limits and/or from trees intended to be left in an undamaged state or otherwise prevent damage to roots of trees. No road machinery of any description, which might throw off gas or smoke in such volume as to damage vegetation, shall be allowed to stand under such trees or shrubbery.

Any tree that in the opinion of the City, may be defaced, bruised, injured or otherwise damaged by the Contractor's equipment or operations must be protected prior to the start of work by means acceptable to the City. Contractor must verify all saved trees prior to construction. Prior to commencing construction, all tree protection techniques must be approved by the City Forester's office.

Any tree, or landscape features scarred or damaged by the Contractor's operations must be removed, correctively pruned, restored or replaced as nearly as possible to the original conditions, as required by the Project Inspector and at the Contractor's expense. No ropes, cables or guys are to be fastened to or attached to any nearby trees for anchorage or in lieu of placing of dead men.

### **CARE OF WATER DURING CONSTRUCTION**

The Contractor shall furnish, install, test, operate, monitor, and maintain dewatering systems of sufficient scope, size, and capacity to control water flow into excavations and permit construction to proceed on dry, stable sub-grades. Dewatering operations shall be maintained to ensure erosion control, stability of excavations and constructed slopes, prevent excavation from flooding, and prevent damage to sub-grades and permanent structures.

The Contractor shall provide a suitable watercourse (i.e. fire hose, etc.) to direct the flow of water so as to have minimal impact upon the environment, private property, roadway and pedestrian traffic. Any damage caused by discharge of water is the responsibility of the Contractor. The Contractor shall not discharge any water so as to cause sediment to reach any storm drain inlet or water course.

The Contractor shall provide shoring, bracing and cofferdams during construction as necessary to protect personnel, structures and equipment. No special payment will be made for shoring, bracing or cofferdams.

The Contractor is responsible for ensuring the safety of his employees and sub-contractors, and for complying with all applicable provisions of Maryland Occupational Safety and Health Administration.

The Contractor shall protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by dewatering operations. The Contractor shall provide an adequate system to lower and control water to permit excavation, construction of structures, and placement of fill materials on dry sub-grades. The Contractor shall install sufficient dewatering equipment to drain water-bearing strata above and below bottom of ponds and other excavations.

Work areas shall be dewatered in a manner that avoids endangering public health, property, and portions of work under construction or completed. The Contractor shall provide sumps, sedimentation tanks, dewatering basins or non-woven dewatering bags as required by the Project Inspector. Standby equipment shall be provided on-site, installed and available for immediate operation, to maintain dewatering on continuous basis if any part of the system becomes inadequate or fails. If dewatering requirements are not satisfied due to inadequacy or failure of dewatering system, the Contractor shall restore damaged structures and foundation soils at no additional expense to the City. The Contractor shall remove all dewatering systems from project site on completion of dewatering.

#### **DAILY CLEAN-UP**

The Contractor shall at all times keep the work areas clean and orderly and shall promptly remove all waste and rubbish. The daily debris shall be collected in covered containers and disposed of in proper fashion. All directions from authorized public officials having jurisdiction over health and safety shall be obeyed. The site will be “broom cleaned” at the end of each working shift. Open excavations may not be left unattended. Site must be secured each night.

The Contractor shall clean every street upon which any work has been performed under this contract on a daily basis. The cleanup shall be accomplished by use of a vacuum assisted sweeper truck, manual (push) broom sweeping or other method as directed and or approved by the Project Inspector. Under no circumstance shall the contractor use compressed air or jet water sprays for cleanup purposes.

#### **SAMPLING AND TESTING OF MATERIALS**

Unless provided elsewhere in the contract documents, all required sampling and material testing shall be the responsibility of the Contractor. No separate payment will be made and the costs shall be incidental to the appropriate pay item.

The City reserves the right to test all materials and construction separate from and in addition to the specific requirements dictated in this contract. Testing shall be generally limited to:

- Taking and/or collecting samples of soil and/or other backfill materials for proctor tests;
- Performing proctor tests in a lab;
- Performing compaction tests on site;
- Taking concrete cylinder samples and testing compression strength;
- Asphalt sampling and compaction testing.

Employment of a testing agency in no way relieves the Contractor of his responsibility and obligation to comply with all aspects of this contract and to perform all work in a proper, acceptable and workman like manner and doing all such work in full compliance with these contract documents.

#### **SUBMITTALS OF MATERIALS**

The Contractor shall submit two (2) copies of all delivery tickets, shop drawings, inspection, testing or certification reports, obtained approvals or permits, and other submittals required for this project to Chief, Construction Management.

### **INSPECTION AND CERTIFICATION**

All materials shall be subject to inspection or test by the City prior to installation and no previous certification or inspection shall bar rejection if the material is found to be inferior, damaged or defective. The certification requirements may be waived for any or all of the materials at the discretion of the City.

### **INSPECTION AND REPAIRS**

The City reserves the right to inspect any and all work either in progress or completed. All work shall be inspected prior to backfill. Any portion of the work that is backfilled prior to inspection shall be uncovered at the contractor's expense to enable the Project Inspector to adequately inspect. If the work is found to be unsatisfactory or in conflict with the provisions in these specifications the City may hold back payment for work completed. The Chief, Construction Management will give written notification of the unsatisfactory work to the contractor. The Contractor shall have no more than 10 days to correct the condition.

### **CONTRACTOR SUPERVISION**

The Contractor shall supervise and direct all work under the contract. A qualified individual shall be designated in writing to act on behalf of the Contractor. This individual shall be present on the site at all times as required to perform adequate supervision and coordination of the work, including work performed by subcontractors.

### **CONTRACTOR'S EMPLOYEES**

Contractor's employees are to present a professional appearance, shall be neat, clean, well groomed, courteous, and conduct themselves in a respectable manner while performing duties and while on City and/or private property.

The Contractor's employees shall conduct themselves in a professional manner. They shall minimize their impacts to the surrounding properties, including when they arrive to the site, take breaks, eat lunch and depart the site. Contractor's employees shall be respectful and polite to inquiries from residents or individuals not associated with the project. Any inquiries beyond basic information should be referred to the City. The Contractor shall inform the City of any inquiries that occur that is beyond providing basic information.

The Contractor shall provide the City with a listing of all personnel assigned to the contract. In addition, the Contractor shall provide a listing of names, and emergency telephone numbers of supervisory personnel assigned to the contract. It will be the Contractor's responsibility to keep this list up to date.

The City reserves the right to request that the contractor remove any employee if it is determined that services are not being performed in accordance with the terms and conditions of the contract.

### **SUB-CONTRACTORS**

The Contractor shall have the right to sub-contract, but shall be fully responsible and cannot be relieved of any liability under this contract on account of any sub-contractor. All sub-contracting must have prior written City approval. The City reserves the right to approve or reject any sub-contractor.

Nothing contained in the contract documents shall create any contractual relationship between the owner and any subcontractor or sub-subcontractor. Vendors who will subcontract the delivery, installation, or any other portion of the work herein described will submit, prior to construction, the following information:

A description of the items to be subcontracted, and the subcontractor's name, address, and telephone number. During the life of the contract, the Contractor shall provide the name, nature, and extent of all subcontractors.

Subcontractors shall be considered an agent of the Contractor, who shall be held fully accountable for all of the subcontractor services, labor, and materials relative to the contract.

### **CHANGES IN WORK**

If an event arises which the contractor considers may result in the addition, deletion or modification to the contract, the Contractor shall notify the City prior to commencing work under that change.

All such changes, or additional work must be authorized in writing by the Purchasing Agent prior to starting such work.

### **INVOICES AND PAYMENT**

The Contractor shall submit a detailed invoice to the Chief, Construction Management Division, for payment at the end of each month for all work completed and accepted by the City during that month. The Contractor shall attach to each monthly invoice, all required documentation of testing results.

### **LANDSCAPING WARRANTY BOND**

The Contractor shall provide a warranty bond for all landscaping provided in pay item 5004 to 5005. Bond shall be in the amount equivalent to the total bid for pay item 5004 to 5005. The bond shall be posted at the completion and acceptance of the entire project. Bond shall be in effect for two years. Bond should guarantee 100 percent survival rate on all trees 2" and larger and guarantee 85% percent survival rate on other landscaping. Retainage will not be released until this bond is received and approved by the City Attorney's Office. Cost of bonds will not be paid separately but shall be incidental to the amount of the tree planting item 5004 to 5005.

### **TECHNICAL CONTACT/PROJECT MANAGER**

Jennifer Wang, P.E., PMP – Senior Transportation Engineer  
City Hall  
Department of Public Works  
111 Maryland Avenue  
Rockville, MD 20850  
Telephone 240-314-8506  
Email: [jwang@rockvillemd.gov](mailto:jwang@rockvillemd.gov)

**INVITATION FOR BIDS #28-25  
POTOMAC VALLEY ROAD SIDEWALK PROJECT**

**ATTACHMENT C**

**SECTION IV**

**TECHNICAL  
SPECIFICATIONS/SCOPE OF  
WORK**

POTOMAC VALLEY RD  
SIDEWALK EXTENSION

TECHNICAL SPECIFICATIONS

The following professional certification  
pertains to the technical specifications, items,  
and estimated quantities for the W. Gude Drive  
Sidewalk Extension project.

Professional Certification:

I hereby certify that these documents were  
prepared or approved by me, and that I am a  
duly licensed professional engineer under the  
Laws of the State of Maryland.

Maryland License No.: 39917

Expiration Date: 1/18/27



A handwritten signature in cursive script, reading "Seth Darlington".

## TECHNICAL SPECIFICATIONS

All work on this project shall conform to the Maryland Department of Transportation State Highway Administration's (MSHA) Standard Specifications for Construction and Materials dated 2023, revisions thereof or additions thereto (special provision inserts included).

This project has been designed in accordance with the requirements of the 2010 Americans with Disabilities Act (ADA) Standards for Accessible Design. It shall be the responsibility of the Contractor to construct all facilities within ADA regulations regardless of construction tolerances.

### **CONSTRUCTION STAKEOUT AND AS-BUILTS**

Construction stakeout shall be in accordance with Section 107 of the Maryland Department of Transportation, State Highway Administration's Standard Specifications for Construction and Materials, dated 2023, with the following exceptions:

The Contractor shall perform all construction stakeouts. The Contractor shall complete project as shown on approved plans. The City will not provide any construction stakeout for this project. Contractor shall use benchmark and layout information as shown on the plans.

The Contractor shall provide as-built information. One set of redline as-builts shall be maintained and kept onsite at all times. Any deviations from approved plans shall be marked, in red, on the as-builts.

As-built information (horizontal and vertical) shall be provided for all new facilities. All as-built information shall be blocked in and shown as thus.

Upon completion of project, submit as-builts for approval. Retainage shall not be released until as-builts are approved. The costs for as-builts shall be included in the appropriate pay item associated with the proposed construction. There shall be no separate compensation for this work.

Method of Measurement and Payment Generally, stakeout shall be considered incidental to the contract and no special compensation shall be paid, unless a specific pay item is included in the contract Price Proposal page of this contract. Where payment is provided, progress payments for stakeout shall be made based on the percentage resulting from the price bid for stakeout divided by the total bid, multiplied by the monthly payment exclusive of the stakeout payment, except the final payment shall be adjusted as necessary to equal the total price bid for stakeout.

Grade Sheet by Contractor: Grade sheets showing hub and design elevations for roadway, water mains, drainage structures and piping, walks, lights, infiltration facilities clearing/grubbing, excavation, and related components will be provided by the construction Contractor at least 8 hours in advance of construction and will be subject to approval by the Project Manager. Stakeout for curb and gutter in all vertical and horizontal curves shall be at intervals of 10 feet or less unless otherwise specifically authorized by the Project Manager. This work is considered incidental to the contract and no extra compensation will be paid.

### **TESTING OF MATERIALS**

The City reserves the right to test installed or delivered materials for compliance with the contract documents. The Contractor will accommodate the City testing needs, and replace non-compliant work at no additional cost. Testing may include:

- Taking and / or collecting samples of soil or other backfill materials for proctor tests,
- Performing material lab tests,

- Performing compaction tests on site,
- Taking concrete cylinder samples and testing compression strength.

## **TRAFFIC CONTROL**

Unless otherwise directed by the Project Manager, traffic must be maintained on all roadways within the construction area continuously or with the least amount of interruption during the construction period necessary to minimize accidents and accident severity and maintain safety while at the same time minimizing inconvenience to the traveling public and the Contractor. The Project Manager shall have the exclusive right to order a road to be closed or to remain open. No equipment will be stored or permitted to stand within the limits of the roadway right-of-way where traffic must be maintained. Any earth dropped on the surface of the existing road shall be removed immediately to avoid possible hazardous conditions. The Contractor shall prepare and submit a Traffic Control Plan (TCP) for the Project Manager's review, revision, and approval, at least ten days before beginning work, unless otherwise directed. The Traffic Control Plan (TCP) shall be prepared in accordance with the latest edition of the Manual on Uniform Traffic Control Devices, U.S. Department of Transportation Work Zone Traffic Control. Plans should be prepared to scale on minimum 8 ½" by 11" sheets. Plans should address each phase of work required.

The person responsible for preparation of this plan shall have at least one year of experience completing Traffic Control Plans for projects of similar scope. Documentation of experience and the name of the plan preparer shall be submitted with the TCP. The TCP should delineate expected duration of each phase of traffic impact.

Steel plates shall be utilized to cover unfinished work areas. Steel plates shall be recessed and flush with adjacent paving. Saw cut all edges to correspond to dimensions of plates to be utilized. City Inspector shall approve the use and placement of all recessed plates. There shall be no specific payment for steel plates and shall be considered incidental to the appropriate pay item.

All Traffic Control Devices shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), latest edition (and all revisions). With the approved TCP implemented, the Contractor will be permitted to work with the following provisions: Lane closures may only be utilized between the hours of 9am and 3:30 pm, Monday through Friday. Lane closures shall be in accordance with MDSHA standard details, unless otherwise approved by the Project Manager. All traffic lanes must be restored at the end of each day unless specifically authorized otherwise, in advance, by the Project Manager.

The City reserves the right to modify or expand on the methods of traffic control specified and to restrict working hours if, in the opinion of the Project Manager, the Contractor's operations are a detriment to traffic during rush hour periods.

Signs on fixed supports shall be mounted on two posts. Signs mounted on portable supports are suitable for temporary conditions. During periods of partial shutdown, or extended periods when no work is being performed, the Contractor shall remove or adequately cover all construction signs as directed by the Project Manager.

The Contractor shall be responsible for removing, storing, covering, and resetting all existing traffic signs and delineators that become inapplicable and will confuse traffic during the various stages of construction, the cost of which shall be included in the price for Maintenance of Traffic or in the absence of such a pay item it shall be accomplished at no additional compensation, as incidental to the contract. Any signs lost or damaged will be replaced by the Contractor at its expense.



The Contractor shall provide, maintain in new condition, and move when necessary or directed all traffic control devices used for the guidance and protection of vehicles.

The Contractor shall be responsible for providing the appropriate signs to reflect varying traffic patterns prior to the commencement of a new stage of construction.

Traffic must be safely maintained at all times throughout the entire length of the project. No additional compensation shall be paid to the contractor for traffic maintenance, even if the contract time exceeds the contractually specified completion date or working days.

When required lane shifts are implemented, existing painted lane markings no longer applicable shall be removed to the satisfaction of the Project Manager.

Temporary crash cushions shall be installed as shown on the Plans. Unless otherwise specified, sand containers shall be used. The crash cushions shall conform to Subsection 104.10 of the MDSHA Specifications.

Crash cushions shall be reset to reflect changing traffic patterns caused by different stages of Traffic Control. The crash cushions shall be reset at locations shown on the Plans or as directed by the Project Manager.

Should any of the sand container components be damaged during the resetting of the system or during the course of the project, the Contractor shall replace the damaged components at its own expense.

The Contractor shall have flaggers on this Project for the purpose of controlling traffic while maneuvering heavy equipment. This may require a temporary lane closure in any of the specified Traffic Control Phases. These temporary lane shutdowns shall be kept to a minimum and the normal traffic pattern for the Traffic Phase shall be restored as quickly as possible. The Contractor shall comply with Section B-20 of the MUTCD regarding flagger signing.

Prior to stopping work each day the Contractor will be required to reshape all graded areas and eliminate all drop-offs not protected by barriers by filling with compacted stone at maximum of 8:1 slope.

All barriers and barricades shall be adequately illuminated at night, as specified herein, and all lights for this purpose shall be kept operative from sunset to sunrise.

No work shall be commenced in any stage of construction until the barriers and barricades for that stage, indicated on the Plans, or as specified by the Project Manager, are completely in place. The Contractor will be solely responsible for all accidents and damages to any persons and property resulting from its operations. Compliance with prescribed precautions contained herein or in the MDSHA Specifications or Manual On Uniform Traffic and Control shall not relieve the Contractor of its primary responsibility to take all necessary measures to protect and safeguard the work, nor relieve the Contractor from any responsibilities prescribed by GP-7 of the 2023 MDSHA Standard Specifications for Construction and Materials.

The Contractor shall notify and obtain approval in writing from the Project Manager, at least 48 hours before changing any Traffic Control Phase.

Any construction materials or debris dropped on the roadway surface shall be removed immediately to avoid possible hazardous conditions.

**Materials:** The Contractor shall provide, maintain in first class condition, replace and move when necessary or directed all materials, devices, flagging, etc., required to maintain traffic in accordance with the Traffic Control Plans or as directed by the Project Manager. Reference is made to the latest edition of the MUTCD, wherein all such items are fully described with regard to use, application, warranties, size, color, placement, etc., and wherein typical traffic control device layouts are shown, as all such devices and techniques planned for use on this project shall strictly conform to the Manual's request except as noted on the Plans.

When any of the following items have been established on the Plans or as directed by the Project Manager, the Specifications will be adhered to in accordance with the respective sections.

**Lights, Warnings, Etc:** - All banners and imitation barrels shall be adequately illuminated at night, and all lights for this purpose shall be kept operative from sunset to sunrise.

Steady burning warning lights shall be used to delineate channelization through and around obstructions in a construction or maintenance area, on detour curves, on lane closures, and in other similar conditions (MUTCD 6E-4, 6E-5). Flashing warning lights shall be the means for identifying a particular and individual hazard and shall not be used in sequence, in clusters, or for delineation (MUTCD: 6E-5, 6E-6).

Where noted on the plans the first two (2) warning signs shall include a "High Level Warning Device." In addition to the flags the signs shall also be equipped with a Type "B" High Intensity Flag Warning Light. This device must meet the requirements of MUTCD 6C-11 and 6E-5. The device shall be incidental to the Temporary Traffic Sign item if provided for, otherwise the costs shall be considered incidental and no special compensation will be paid.

**Barriers:** Temporary concrete barriers shall be installed on the roadway approaches as shown on the plans or as approved in writing.

Any permanent facilities damaged as a result of anchoring temporary concrete barriers (anchor holes. etc.) shall be repaired to the satisfaction of the Project Manager using an epoxy grout or other material as may be specified by the Project Manager. Epoxy grout shall consist of sand and epoxy, mixed by volume according to manufacturer's recommendations.

**Method of Measurement and Basis of Payment:** All work and materials required under the TCP not covered or specified as a pay item on the price proposal form will be included in the lump sum price bid for Maintenance of Traffic. In the absence of such an item the Contractor agrees that there will be no special compensation paid for maintenance of vehicular traffic as described above and the cost shall be considered incidental to the contract and compensated as part of other contract bid item(s).

### **EROSION AND SEDIMENT CONTROLS**

All erosion and sediment controls shall be constructed according to the contract documents, approved plans, and the Maryland Department of the Environment's 2011 Maryland Standards and Specifications for Soil and Erosion Control. The contractor shall implement and maintain the controls as directed by the City Inspector.

The Contractor shall furnish and install erosion and sediment control and protect the integrity of the erosion control measures installed. The erosion control measures shall be provided until such times

as the ground cover is sufficiently developed. The Contractor shall comply with all local, state and federal laws, ordinances, and regulations pertaining to erosion, sediment and pollution control, including those promulgated by the State of Maryland, and shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses resulting from such work.

During construction, the Contractor shall make periodic inspections and maintain sediment control structures, including cleaning silt fences as directed to insure that the intended purpose is accomplished. Under no circumstances shall sediment be allowed to enter onto private properties.

The Contractor shall have an employee present on site at all times who has met the requirements for certification of responsible personnel in erosion and sediment control according Maryland State Law (Green Card). This employee shall have sufficient authority to install, maintain, adjust or otherwise implement approved sediment control measures.

The Contractor shall take all measures to control erosion and sedimentation at construction site, including borrow and waste areas and temporary access roads, and at off-site areas especially vulnerable to damage from erosion and sedimentation. All erosion and sediment control measures will be subject to approval by the City. All erosion and sediment control measures shall be implemented prior to any construction occurring.

Work shall be scheduled so that areas subject to erosion are exposed for the shortest possible time. Only those trees, shrubs and grasses shall be removed that are necessary for construction as designated by the plans; those remaining shall be protected to preserve their aesthetic and erosion control values. Temporary on-site structures and buildings shall be located to preserve the existing landscape and to minimize erosion, including that from construction traffic. If practicable, work shall be scheduled in seasons when erosion is less of a hazard, particularly for sites with steep slopes and erodible soils.

Temporary protection shall be required for disturbed areas until final grading is completed and permanent vegetation is established, and shall consist of planting temporary grass cover or other vegetation when feasible.

Other short-term protection shall include covering disturbed areas and topsoil piles with a mulch of hay, straw or wood chips, stabilizing with netting, or covering with plastic sheets. Graded slopes and fills shall be limited to an angle and to lengths that will maintain stability and allow easy maintenance. Construction equipment shall not be operated in a way to make the land more susceptible to erosion, such as leaving tracks up and down slopes.

Access roads shall be located and constructed so as to prevent erosion. There shall be no specific pay item for temporary stabilization and it shall be considered incidental to the contract.

Controls for surface water runoff shall be constructed as early as possible to prevent the formation of gullies or rills. These controls shall be maintained during the entire construction period or until permanent storm drains are completed. Runoff shall be controlled by diversion channels or berms, slope drains, flow barriers, dikes or other structures, which retard or spread its flow. Compacted embankments; ditches, furrows or temporary diversions across slopes shall be provided to intercept runoff before it reaches erodible areas. Diversions and drains shall be directed into stabilized areas where the discharge can be spread out and dissipated. There shall be no specific pay item for diversions and surface water controls and it shall be considered incidental to the contract.

If unusually intense storms cause planned control measures to fail, prompt restoration and cleanup of sediment deposits shall be made, including damage to adjacent property. If construction is delayed or shut down, temporary cover of exposed and disturbed areas shall be provided.

### **SITE WORK**

All demolition, removal, and disposal shall be performed according to the contract documents, approved plans and all applicable Federal, State and local laws, regulations and guidelines. Demolition shall generally be limited to removal of existing asphalt, concrete or structures and pipe as delineated and/or directed by the City Inspector in the field. Generally, these materials are to be disposed of legally by the contractor. The Contractor shall cut all existing asphalt and/or concrete surfaces with a power saw, such as a carborundum saw or diamond core drill, in such a manner as to create a tight, neat, straight water sealed joint. No “jackhammering” or tearing of the existing surfaces will be allowed. The Contractor shall protect all adjacent surfaces as necessary.

Saw cut existing asphalt or concrete according to Section 522.03 of Portland Cement Concrete Pavement Repairs and Section 505.03.02 Hot Mix Asphalt Patches of the Maryland Department of Transportation, State Highway Administration, Standard Specifications for Construction and Materials, dated 2017 and all addenda thereto.

All sawcuts shall be to the full depth of the curb and gutter, sidewalk or pavement being cut.

The Contractor shall perform work so adjacent structures, equipment, paving and materials, which are to remain, shall not be damaged. If damage occurs, the Contractor shall repair or replace the adjacent structures, equipment, paving and materials as directed by the City. Existing utilities damaged by demolition shall be replaced with the same material and quality as the existing utilities. Before construction begins, the Contractor shall inspect existing structures, equipment and paving that will remain in-place within and adjacent to the work area for existing defects and damage found during this inspection.

The Contractor shall perform the work in a manner that will not damage parts of the structure or facility not intended for removal. If, in the opinion of the City, the method of construction used may endanger or damage parts of the structure or affect the satisfactory operation of the facilities, promptly change the method when so notified by the City. Perform all cutting required regardless of whether such cutting is specifically indicated.

Examine the existing structures and make an estimate of cutting required and other conditions to be encountered in order to accomplish the work. No blasting will be permitted.

All equipment and materials within the limits of the construction, designated for removal, shall become the property of the Contractor.

Provide warning signs as required, for personnel and the public.

### **MAINTAIN EXISTING UTILITIES**

The Contractor is required to contact Miss Utility at 1-800-257-7777 at least 72 hours before excavating in the vicinity of public utilities.

Before interfering with any utility service, the Contractor is to notify the affected utility companies. Notify all property owners, in advance, and coordinate any required service interruption with the owner and City Inspector including but not limited to electric, sanitary sewer, cable TV, and gas.

## **CARE OF WATER DURING CONSTRUCTION**

The Contractor shall be responsible for dewatering all areas where necessary to perform work under this contract. All work shall be carried out in areas free from excessive water. The Contractor shall use necessary pumping and other equipment required for removal of water from the work for maintaining the excavations, foundation, and other parts of the work free from water as required or directed by the City for constructing the work. Removed water shall be directed to an approved sediment control device. After having served their purpose, all temporary protective works shall be removed or leveled and graded to the extent required to prevent obstruction in any degree whatsoever of the flow of water. Furnishing, installing and maintaining all dewatering is incidental to this contract with no special compensation made for this work.

## **MOBILIZATION**

This work shall consist of the construction preparatory operations, including the movement of personnel and equipment to the project site and the establishment of the Contractor's offices, buildings, and other facilities necessary to begin work as specified in Section 108 of the MSHA Standard Specifications. Mobilization will not be measured but will be paid for at the contract lump sum price.

## **CONSTRUCTION STAKEOUT**

The Contractor shall furnish, place, maintain construction layout stakes as specified in the CONSTRUCTION STAKEOUT AND AS-BUILTS section of the Technical Specifications. Construction Stakeout will not be measured but will be paid for at the contract lump sum price.

## **MAINTENANCE OF TRAFFIC**

The Contractor shall maintain traffic safely and efficiently through and around the area affected by the work throughout the duration of the contract as specified in Section 104.02 of the MSHA Standard Specifications and the TRAFFIC CONTROL section of the Technical Specifications. Maintenance of Traffic shall include any temporary facilities for access including temporary lighting, temporary signs, construction fencing, or any other temporary facility required. Maintenance of Traffic will not be measured but will be paid for at the contract lump sum price.

## **CLEARING AND GRUBBING**

Complete all clearing and grubbing as shown on the plans and/or contract documents or as directed by the City. All cleared and grubbed materials shall be legally disposed of off-site. Stumps for trees greater than 8" DBH shall be removed by grinding. Stumps shall also be ground if stump excavation will disturb existing facilities or private property, which is intended to remain. Stumps shall be ground a minimum one foot below subgrade to the satisfaction of the City. Trees within the LOD, but NOT marked on the contract documents as to be removed shall be protected using standard practice, or as directed by the engineer. Trees within the LOD, and marked as to be removed, shall be felled and the stump shall be removed as detailed above. Clearing and Grubbing will be paid for at the contract lump sum price.

## **EXCAVATION**

Contractor shall perform excavation as specified in the Contract Documents or as directed by the Engineer and as specified in Sections 201 and 402 of the MSHA Standard Specifications. Excavation will not be measured, but will be incidental to the related installed work, including utilities, sidewalk and retaining walls.

## **FILL**

Contractor shall furnish and install borrow as specified in the Contract Documents or as directed by the Engineer and as specified in Section 203 of the MSHA Standard Specifications. Fill will not be

measured, but will be incidental to the related installed work, including utilities, sidewalk and retaining walls.

**CURB INLET PROTECTION**  
**MEDIAN SUMP INLET PROTECTION**  
**CONCRETE WASHOUT STRUCTURE**

Contractor shall furnish and install inlet protection and concrete washout structure as specified in the Contract Documents or as directed by the Engineer at the contract unit price per each, as specified in Section 308 of the MSHA Standard Specifications.

**SILT FENCE**  
**FILTER LOG**

Contractor shall furnish and install silt fence and filter log as specified in the Contract Documents or as directed by the Engineer at the contract unit price per linear foot, as specified in Section 308 of the MSHA Standard Specifications.

**ADJUST EXISTING INLET / HANDBOX/ MANHOLE**  
**RECONSTRUCT EXISTING INLET**

Contractor shall modify existing storm drain inlets as specified in the Contract Documents or as directed by the Engineer at the contract unit price as specified in Section 305 of the MSHA Standard Specifications. Inlet modifications shall be measured and paid at the Contract unit price per each.

**FURNISH AND INSTALL INLET PROTECTION**

Contractor shall furnish and install inlet protection as specified in the Contract Documents or as directed by the Engineer at the contract unit price per each, as specified in Section 308 of the MSHA Standard Specifications.

**OVERDRAIN CLEANOUT**

Contractor shall furnish and install overdrain and underdrain cleanouts as specified in the Contract Documents or as directed by the Engineer at the contract unit price as specified in Section 306 of the MSHA Standard Specifications. Overdrain cleanouts shall be measured and paid at the Contract unit price per each.

**4" PERFORATED PVC OVERDRAIN PIPE & FITTINGS**  
**4" SOLID PVC UNDERDRAIN PIPE & FITTINGS**

Contractor shall furnish and install overdrain and underdrain as specified in the Contract Documents or as directed by the Engineer at the contract unit price as specified in Section 306 of the MSHA Standard Specifications. Inlet modifications for underdrain connections shall meet MSHA standards. PVC pipe and fittings shall be measured and paid at the Contract unit price per linear foot.

**SHA TYPE K DOUBLE OPENING INLET**

Contractor shall furnish and install storm drain inlets as specified in the Contract Documents or as directed by the Engineer at the contract unit price as specified in Section 305 of the MSHA Standard Specifications. Inlets shall be measured and paid at the Contract unit price per each.

**MODULAR BLOCK RETAINING WALL**

Contractor shall furnish and install modular block retaining wall according to the Contract Documents and Section 450 of the MSHA Standard Specifications or as directed by the Engineer.

1. Wall System: The proposed wall system is a segmental block gravity wall bearing on a crushed stone leveling pad on suitable embankment soil. A wall system that requires geogrid

reinforcement behind the wall would conflict with the permeable sidewalk details and is therefore an unacceptable alternative.

2. Specifications: SHA Specifications Dated July 2023, revisions thereof and additions thereto and special provisions for materials and construction. AASHTO LRFD Bridge Design Specifications, 8th Edition, Including all interim specifications.
3. Loading: The contractor shall design the wall per AASHTO LRFD requirements and recommendations. Loads on the wall for design shall be per AASHTO LRFD specifications, including a 250 pounds per square foot (PSF) surcharge loading.
4. The contractor is responsible for designing and detailing the proposed retaining wall, including geotechnical engineering and subsurface exploration (i.e., soil borings) if necessary. The contractor's geotechnical engineer, through a subsurface soil exploration program, will determine the maximum allowable soil bearing pressure for the base block and the wall shall be designed and base block sized to maintain a soil bearing pressure below this limit, satisfy all factor of safety requirements for overturning and sliding, and meet the wall manufacturer's recommendations. Submit shop drawings, engineering calculations, and final design signed and sealed by a professional engineer to the City for review and acceptance.
5. The depth of the segmental blocks for the gravity wall will vary per the contractor's design and the manufacturer's recommendations for the varying wall heights, retained soil conditions, and allowable soil bearing pressures.
6. The height of the gravity retaining wall varies; see the plan and elevation drawing for more information.
7. The approximate location of steps in wall elevations are shown on these drawings. The actual step locations may vary based on the exact dimensions of the segmental blocks used; however, the minimum block embedment specified shall always be maintained. The base block of the gravity wall shall be embedded below the proposed grade a minimum of 24 inches or per the wall manufacturer's recommendations, whichever is greater.
8. Maximum wall batter is 4 degrees or 1" setback per block course.
9. Only one manufacturer and type of wall shall be used for the entire length of the wall. The wall shall be consistent in appearance for its entire length.
10. The block wall shall have an architectural finish and color staining. Final color and texture to be selected by the City after the contract is awarded.
11. All locations where the blocks are exposed shall have an architectural finish. A cap block, top block unit, or double-faced block shall be used along the top for an architectural finish where exposed; and end/corner blocks shall be used at above grade steps to provide an architectural finish to the end face of the wall.
12. Payment: Payment for Retaining Wall No. 1 shall be lump sum for the entire wall complete in place. Payment shall be inclusive of all work and materials, including design. The railing mounted on top of the retaining wall shall be paid as a separate item.

### **ADA HANDRAIL SYSTEM**

Contractor shall furnish and install steel ADA handrail system in accordance with the most recent accessibility guidelines of the 2010 Americans with Disabilities Act (ADA) Standards for Accessible Design, as specified in the Contract Documents or as directed by the Engineer at the contract unit price per linear foot. The price shall include anchorage system, paint, expansion joints, and incidentals to furnish and install galvanized steel handrail system.

### **6" GRADED AGGREGATE BASE (57 STONE)**

Contractor shall furnish and install aggregate base course using graded aggregate as specified in the Contract Documents or as directed by the Engineer as specified in Section 501 of the MSHA

Standard Specifications. Aggregate Base Course will not be measured, but will be incidental to the related installed work, including curb, pervious sidewalk, and retaining walls.

### **CURB**

STANDARD TYPE "A" CURB & GUTTER - MC-100.01

DEPRESSED CURB ENTRANCE

12" CONCRETE BACKER CURB

18" CONCRETE BACKER CURB

Contractor shall furnish and install concrete curb and concrete combination curb and gutter as specified in the Contract Documents or as directed by the Engineer at the contract unit price per linear foot as specified in Section 602 of the MSHA Standard Specifications. The cost of the removal existing curb or combination curb and gutter that will be replaced with new curb or combination curb and gutter will be incidental to the Contract unit price for the new item. The cost of sawcutting existing HMA or concrete pavement, placement of the 6-inch Aggregate Base course beneath the finished curb and gutter, reinforcement, placement of plain Portland cement concrete mix 9 or HMA base for slot backfill, placing HMA pavement surface for slot finishing shall all be incidental to the unit price for the new item.

### **4 INCH CONCRETE SIDEWALK**

Contractor shall furnish and install 4" concrete sidewalks and sidewalk ramps in accordance with the most recent accessibility guidelines of the Americans with Disabilities Act (ADA) as specified in the Contract Documents or as directed by the Engineer at the contract unit price per square foot as specified in Section 603 of the MSHA Standard Specifications. The cost of the removal of existing sidewalk or sidewalk ramps that will be replaced with new sidewalk or sidewalk ramps will be incidental to the Contract unit price for the new sidewalk.

### **PERVIOUS CONCRETE SIDEWALK**

#### **POROUS FLEXIBLE PAVEMENT**

Contractor shall furnish and install 4" pervious concrete sidewalks and Porous Flexible Pavement in accordance with the most recent accessibility guidelines of the Americans with Disabilities Act (ADA) as specified in the Contract Documents or as directed by the Engineer at the contract unit price per square foot as specified in Section 603 of the MSHA Standard Specifications. Payment shall include all pervious concrete, concrete for check dams, aggregate base, filter fabric, excavation, backfill, disposal of excess or unsuitable material, forms, reinforcement when specified, joints, sealer, compaction, curing, finishing, and for all material, labor, equipment, tools, and incidentals necessary to complete the work.

Company specializing in performing work the installation of pervious concrete shall have a minimum two years documented experience. The pavement crew supervisor shall be certified by the NRMCA as Pervious Concrete "Installer" and shall be on-site during any placement of pervious concrete. At least two additional NRMCA Certified "Technicians" shall be part of the pavement crew. Contractor shall provide these certifications to the City before work on the pervious concrete can begin.

Aggregate base shall be specified on the plans and in Section 901 of the MSHA Standard Specifications. Portland Cement Concrete and Related Products shall be as specified in Section 902 of the MSHA Standard Specifications. Pervious Concrete sidewalk shall be in accordance with SHA Mix "PC", and check dam concrete shall be in accordance with SHA Mix 3.

Construction shall be in accordance with Section 603.03 of the MSHA Standard Specifications, and the following:



1. Verify stripped subgrade is acceptable and ready to support paving and imposed loads. Verify that the gradients and elevations of the base are correct.
2. Permeable Non-Woven Geotextile Filter Fabric shall be installed on the sidewalls of the cleaned excavated section, and pinned to be held in place temporarily while installing stone and concrete.
3. AASHTO No 2 Stone Base: Place stone base in excavated section. Thickness of the aggregate base shall not be less than 12 inches, or greater than 18", as specified on the plans.
4. AASHTO No 57 Stone Capping Layer: Placed and tamped to 2" thick.
5. Concrete Preparation: Moisten capping layer to minimize absorption of water from fresh concrete.
6. Concrete Forming: Place and secure forms to correct location, dimension, profile and gradient. Assemble formwork to permit easy stripping and dismantling without damaging concrete.
7. Placing Concrete: Place concrete continuously over the full width of the panel and between predetermined construction joints. Do not break or interrupt successive pours such that cold joints occur.
8. Concrete Finishing: Pervious concrete requires specific equipment for compaction and jointing. Rolling compaction shall be achieved using a hydraulically actuated rotating tube screed. Small areas may be compacted using a plate compactor that has a surface area of at least 2 square feet and exerts a minimum vertical pressure of 10 psi on the pavement surface through the use of a temporary 3/4-inch plywood cover. Contraction joints shall be formed by using a rolling joint tool or by saw cutting per ACI recommendations. Tooled jointing can be used using the new deeper bladed hand jointers.
9. Concrete Curing: Place surface evaporation retarder and sheet materials on exposed concrete surfaces immediately after finishing. Sheet materials are to remain in-place a minimum of 7 days.
10. Joint Sealing: Separate pavement from vertical surfaces (isolate joint) with 6 mil poly or construction paper.
11. Performance: Project is accepted for production when mix design, unit weight, field testing and test panel evaluation are performed satisfactorily. After core samples are taken during field quality control testing, if any section does not pass, then the section shall be removed and replaced at no additional cost to the Owner.
12. Protection: Immediately after placement, protect pavement from premature drying, excessive hot or cold temperatures, and mechanical injury. Do not permit vehicular traffic over pavement for 14 days minimum after finishing. Protect the pervious concrete from contamination by debris and other fine particles until project completion through the use of sheet materials and barricades or other methods acceptable to the Owner.

### **DETECTABLE WARNING SURFACE**

Contractor shall furnish and install cast-in-place detectable warning surfaces in accordance with the most recent accessibility guidelines of the 2010 Americans with Disabilities Act (ADA) Standards for Accessible Design, as specified in the Contract Documents or as directed by the Engineer at the contract unit price per square foot as specified in Section 611 of the MSHA Standard Specifications. The detectable warning surface material shall be in accordance with Special Provision Insert Section 925 of the MSHA Standard Specifications. The type of detectable warning surface shall be Type I, Cast-In-Place, and shall conform to the MSHA requirements and specifications. The cost of the removal of existing sidewalk or detectable warning surfaces that will be replaced with new cast-in-place detectable warning surfaces will be incidental to the Contract unit price for the new detectable warning surface.

### **7 OR 9 INCH CONCRETE DRIVEWAY PAVEMENT**

#### **COMMERCIAL/MIXED-USE DRIVEWAY APRON WITH BUFFER (CM-1.1)**

#### **SINGLE FAMILY/TOWNHOUSE DRIVEWAY APRON WITH BUFFER (SF-1.1)**

Contractor shall furnish and install 7 OR 9" concrete driveway pavement in accordance with the most recent accessibility guidelines of the Americans with Disabilities Act (ADA) as specified in the Contract Documents or as directed by the Engineer at the contract unit price per square foot as specified in Section 520 of the MSHA Standard Specifications. The cost of the removal of existing pavement that will be replaced with new pavement will be incidental to the Contract unit price for the new pavement.

#### **PLACING SALVAGED TOPSOIL 2 INCH DEPTH**

Contractor shall salvage and place topsoil as specified in the Contract Documents or as directed by the Engineer at the contract unit price per square yard as specified in Section 701 of the MSHA Standard Specifications. The cost of salvaging topsoil will be incidental to the Contract unit price for the placement.

#### **TURFGRASS ESTABLISHMENT**

Contractor perform work outlined in the Contract documents, or as directed by the Engineer at the contract unit price per square yard as specified in Section 705 of the MSHA Standard Specifications.

#### **TREE REMOVAL**

Contractor shall remove trees as specified in the Contract Documents or as direction by the Engineer at the contract unit price per each. Work shall be in accordance with Section 714 of the MSHA Standard Specifications.

#### **TREE PLANTING**

Contractor shall plant trees as specified in the Contract Documents or as directed by the Engineer at the contract unit price per each. Work shall be in accordance with Section 710 of the MSHA Standard Specifications.

#### **LANDSCAPING**

Contractor shall furnish and install landscaping trees, shrubs, and groundcover as specified in the Contract Documents or as directed by the Engineer at the unit price per each. The price shall include furnishing plantings in good health, planting, staking, root pruning, deer protection, watering, and fertilizing necessary to establish plantings in good health.

#### **ROOT PRUNING**

Contractor shall perform root pruning as specified in the Contract Documents or as directed by the Engineer at the contract unit price per linear foot.

#### **TREE PROTECTION FENCE**

Contractor shall install and remove tree protection fence as specified in the Contract Documents or as directed by the Engineer at the contract unit price per linear foot.

#### **RELOCATE EXISTING LIGHT POLE AND LUMINAIRE**

##### **RELOCATE GUYWIRE**

##### **RELOCATE POLE**

Contractor shall remove and reset on a new foundation existing light poles and luminaires as specified in the Contract Documents or as directed by the Engineer at the contract unit price per each. Work shall be in accordance with Section 808 of the MSHA Standard Specifications.

#### **REMOVE AND DISPOSE EXISTING LIGHT POLE AND LUMINAIRE**

Contractor shall remove and dispose existing light poles and luminaires as specified in the Contract Documents or as directed by the Engineer at the contract unit price per each.

#### **FURNISH AND INSTALL LIGHT POLE AND LUMINAIRE**

Contractor shall furnish and install on a new foundation light poles and luminaires as specified in the Contract Documents or as directed by the Engineer at the contract unit price per each. Work shall be in accordance with Section 808 of the MSHA Standard Specifications.

#### **CONCRETE FOR LIGHT FOUNDATION**

Contractor shall furnish and install concrete foundations for installing lighting poles as specified in the Contract Documents or as directed by the Engineer at the contract unit price per cubic yard as specified in Section 801 of the MSHA Standard Specifications. Concrete shall be SHA Mix 3.

#### **2" SCHEDULE 40 PVC CONDUIT – TRENCHED OR BORED**

#### **4" SCHEDULE 40 PVC CONDUIT – TRENCHED OR BORED**

#### **2x4" SCHEDULE 40 PVC CONDUIT – TRENCHED OR BORED**

#### **2x4" SCHEDULE 40 PVC CONDUIT – TRENCHED – CONCRETE ENCASED**

Contractor shall furnish and install 2" and 4" Schedule 40 Rigid PVC electrical trenching or bored conduit and fittings as specified in the Contract Documents or as directed by the Engineer at the contract unit price per linear foot as specified in Section 805 and 809 of the MSHA Standard Specifications.

#### **NO. 6 AWG STRANDED BARE COPPER GROUND WIRE**

#### **GROUND ROD – 3/4" INCH DIAMETER, 10 FOOT LENGTH**

Contractor shall furnish and install additional grounding systems, which includes ground wire and ground rods, as specified in the Contract Documents or as directed by the Engineer. No. 6 AWG Stranded Copper Ground Wire shall be paid for at the contract unit price per linear foot as specified in Section 804 and 810, and Ground Rod – 3/4" Diameter, 10' Length shall be paid for at the contract unit price per each as specified in Section 804 of the MSHA Standard Specifications.

#### **ELECTRICAL CABLE - 1 CONDUCTOR NO. 10 AWG**

Contractor shall furnish and install 1-Conductor 10 AWG electrical cable and associated connectors as specified in the Contract Documents or as directed by the Engineer at the contract unit price per linear foot as specified in Section 810 and 820 of the MSHA Standard Specifications.

#### **FURNISH AND INSTALL ELECTRICAL SPLICE BOX**

Contractor shall furnish and install electrical splice boxes as specified in the Contract Documents or as directed by the Engineer at the contract unit price per each as specified in Section 811 of the MSHA Standard Specifications.

#### **DISPOSE OF LIGHTING FOUNDATION**

Contractor shall remove and dispose of existing concrete light pole foundations as specified in the Contract Documents or as directed by the Engineer at the contract unit price per each.

#### **FURNISH AND INSTALL GROUND MOUNTED SIGNS**

Contractor shall furnish and install signs as specified in the Contract Documents or as directed by the Engineer at the contract unit price per square foot. Work shall be in accordance with Section 813 of the MSHA Standard Specifications.

#### **REMOVE EXISTING GROUND MOUNTED SIGNS**

Contractor shall remove and dispose signs as specified in the Contract Documents or as directed by the Engineer at the contract unit price per square foot. Work shall be in accordance with Section 813 of the MSHA Standard Specifications.

**RELOCATE EXISTING GROUND MOUNTED SIGNS**

Contractor shall remove and reset signs on a new post as specified in the Contract Documents or as directed by the Engineer at the contract unit price per square foot. Work shall be in accordance with Section 813 of the MSHA Standard Specifications.

**INVITATION FOR BIDS #28-25  
POTOMAC VALLEY ROAD SIDEWALK PROJECT**

**ATTACHMENT D**

# **SECTION VII**

# **APPENDICES**

## APPENDIX A

### MONTGOMERY COUNTY NOISE ORDINANCE Notice to Contractors

The Montgomery County Council recently enacted a comprehensive revision to the County Noise Control Ordinance ([Chapter 31B, Montgomery County Code](#)), including changes to the provisions concerning noise from construction activities.

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#### GENERAL ORDINANCE STANDARDS

(Non-construction related)

Maximum allowable sound levels, measured at the nearest receiving property line, are 65 dBA (A-weighted decibels) during daytime hours and 55 dBA during nighttime hours, for residential receiving properties (67 dBA daytime and 62 dBA nighttime for non-residential receiving property). Mixed Use Zones are considered residential.

"Daytime" means from 7 a.m. to 9 p.m. weekdays and 9 a.m. to 9 p.m. weekends and holidays.

"Nighttime" means from 9 p.m. to 7 a.m. weekdays and 9 p.m. to 9 a.m. weekends and holidays.

"Receiving Property" means any property where people live or work and where noise is heard.

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#### CONSTRUCTION EXEMPTION AND STANDARDS

"Construction" means temporary activities directly associated with site preparation, assembly, erection, repair, alteration, or demolition of structures or roadways. Construction Noise levels must be measured on a receiving property, but no closer than 50' from the noise source.

From 7 a.m. to 5 p.m. Weekdays, Construction Noise Levels must not exceed:

75 dBA without a "Noise Suppression Plan".

85 dBA with a "Noise Suppression Plan".

"Noise Suppression Plan" means a written plan to use the most effective noise suppression equipment, materials, and methods appropriate and reasonably available for a particular type of construction.

At all times other than 7 a.m. to 5 p.m. weekdays, the general standards specified above must be met.

For example: Assuming a residential or mixed-use receiving property, construction noise levels from 5 p.m. to 9 p.m. weekdays and from 9 a.m. to 9 p.m. weekends and holidays must not exceed 65 dBA. From 9 p.m. to 7 a.m. weekdays and 9 a.m. on weekends and holidays, the standard is 55 dBA (this is unchanged from the previous ordinance).

Construction activities are also subject to the "Noise Disturbance" provisions of the Ordinance. Examples of Noise Disturbances are delivering materials or equipment, or loading or unloading in a residential area, or operating construction equipment with audible back-up warning devices during Nighttime Hours.

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### Summary - Construction Noise

Measured at nearest receiving property, but no closer than 50' from the noise source.

Weekdays (Monday - Friday), 7 a.m. to 5 p.m.

Without Suppression Plan: 75 dBA

With Suppression Plan: 85 dBA

5 p.m. to 9 p.m. : 65 dBA

9 p.m. to 7 a.m. : 55 dBA

Saturday, Sunday, Holidays

9 a.m. to 9 p.m.: 65 dBA

9 p.m. to 9 a.m.: 55 dBA

In the majority of circumstances in the County, the Receiving Property will be considered residential. In cases where the nearest receiving properties are non-residential, the standards will be 67 dBA/Daytime and 62 dBA/Nighttime, except from 7 a.m. to 5 p.m. weekdays, when the higher construction exemption prevails.

While a Noise Disturbance, as defined by the Ordinance, could conceivably occur at any time, it is most likely to happen during the Nighttime Hours. The most common complaint involves back-up beepers, and can be avoided by employing lawful alternatives to audible devices.

The Department of Environmental Protection is currently developing Regulations for Noise Suppression Plans, as required by the revised Ordinance. In general, such plans will involve equipment selection and maintenance, scheduling and reasonable care in planning and conducting operations. Often, noise suppression measures can be fabricated on-site using materials at hand.

As a point of reference, two persons, speaking in normal tones of voice at a distance of three feet, will generate about 63 dBA between them. Therefore, normal, fully intelligible conversation would be possible at the receiving property line of a site generating 65 dBA or less. By comparison, for normal, intelligible speech at a distance of about ten feet between speakers, the background sound would have to be 55 dBA or less.

Most equipment manufacturers, and especially those who produce or market in Europe or Asia, will have detailed noise performance specifications for their products. Many also provide silencing packages, both design and retrofit.

Copies of the revised Ordinance will be mailed upon request. If there are any questions or comments, please do not hesitate to contact the [Office of Environmental Policy and Compliance](#) at 240-777-7770.

# Appendix B

## FORESTRY PERMIT

PERMIT #: **FTP2022-00002**

DATE OF ISSUE: 03/28/22

EXPIRATION DATE: 3/28/2024

PERMITEE: **CITY OF ROCKVILLE - DPW**

ADDRESS: **111 MARYLAND AVENUE  
ROCKVILLE MD 20850**

PHONE: **Primary:**

Project Name: **W GUDE DRIVE**

SUBDIVISION: **RIGHT-OF-WAY**

SITE ADDRESS: **W GUDE DR**

LOT: **0000** BLK: **000**

### PROJECT DESCRIPTION:

NRI/FSD & FCP for W. Gude Drive sidewalk extension for installation of five foot wide sidewalk on north side of W. Gude Drive from Frederick Road to Watkins Pond Blvd

### THIS PROJECT REQUIRES THE FOLLOWING:

**PRECONSTRUCTION MEETING**

**SIGNIFICANT TREE REMOVAL**

**ROOT PRUNING**

**TREE PRUNING**

**AERATION SYSTEM**

**TREE PROTECTION FENCE**

**TREE PROTECTION SIGNAGE**

**PERMANENT PROTECTION FENCE**

**PREPLANTING MEETING**

**SIGNIFICANT TREE PLANTING**

**ON-SITE PLANTING**

**OFF SITE PLANTING**

**POST PLANTING INSPECTION**

**POST CONSTRUCTION MEETING**

**TWO YEAR WARRANTY**

**FIVE YEAR WARRANTY**

**FOREST CONSERVATION EASEMENT**

**TREE COVENANTS**

**OTHER**

### CONDITIONS:

1. Project must be constructed in accordance with Tree Save Plan and Landscape Plans approved on 3/28/2022.
2. You must notify MISS UTILITY at 1-800-257-7777, 811, or at [www.missutility.net](http://www.missutility.net) at least 48 hours prior to construction.
3. Schedule a pre-construction meeting with the Forestry Inspector, Natasha Shangold (240 314-8233 or [nshangold@rockvillemd.gov](mailto:nshangold@rockvillemd.gov)) and the Senior Sediment and Erosion Inspector, Arthur Simpson (240 314-8879 or [asimpson@rockvillemd.gov](mailto:asimpson@rockvillemd.gov)). The ISA certified arborist/MD LTE must be present. You must provide at least 48 hours notice before meeting and the limits of disturbance must be staked prior to the meeting. No clearing, grading, or tree removals may be done prior to this meeting. No installation of tree protection fence or sediment control devices may be installed prior to this meeting.
4. All tree work, including removals, tree protection measures, and stress reduction measures shall be performed by an arborist who is both a Maryland Licensed Tree Expert (LTE) and an ISA Certified Arborist. Proof of these certifications must be provided to the Forestry Inspector.
5. Provide any additional tree save measures as directed by the Forestry Inspector.
6. The applicant is required to schedule a pre planting meeting with the Forestry Inspector prior to installing any plant material. The tree locations must be staked in the field prior to this meeting.
7. All landscape material must be installed per the approved Landscape and Forest Conservation Plan. No substitutions are permitted without prior written permission of the City Forester.
8. Apply approved wildlife protection to newly planted trees as directed by the Forestry Inspector.
9. Pursuant to Section 10.5-34 of the Forest and Tree Preservation Ordinance (FTPO), a fine in the amount of \$1,000 may be imposed for each violation. Each day the violation continues is a separate violation. In addition, a stop work order may be issued until the violation has been abated and the fine has been paid or an appeal has been filed pursuant to Section 10.5-35 of the FTPO. Additional punitive measures as stated under Section 10.5-34 of the FTPO may be imposed.
10. All work covered by permit must be completed by the expiration date which is two years from date of issuance. Requests for extensions must be submitted in writing to the City Forester 30 days prior to the permit expiration date justifying the permit extension.

THIS PERMIT AUTHORIZES THE ABOVE DESCRIBED CONSTRUCTION SUBJECT TO ALL APPLICABLE LAWS, REGULATIONS, TERMS, AND CONDITIONS HEREIN AND ELSEWHERE

APPROVED:

Shaun Patrick Ryan

Principal Planner - Landscape Architect

03/28/22

REV: FFTPPRM 03/28/22

MFD 03/28/22



# FORESTRY PERMIT

PERMIT #: **FTP2022-00002**

DATE OF ISSUE: 03/28/22  
EXPIRATION DATE: 3/28/2024

PERMITEE: **CITY OF ROCKVILLE - DPW**  
ADDRESS: **111 MARYLAND AVENUE**  
**ROCKVILLE MD 20850**

PHONE: **Primary:**

Project Name: **W GUDE DRIVE**  
SUBDIVISION: **RIGHT-OF-WAY**

SITE ADDRESS: **W GUDE DR**  
LOT: **0000** BLK: **000**

**PROJECT DESCRIPTION:**

NRI/FSD & FCP for W. Gude Drive sidewalk extension for installation of five foot wide sidewalk on north side of W. Gude Drive from Frederick Road to Watkins Pond Blvd

ENGINEER: **Primary:**  
ADDRESS: (W) (H) (F)

PHONE:

ESTIMATED COST OF WORK:	PERMIT FEES:	AMOUNT OF SECURITY:
PLANTING:	Pre FCP \$0.00	PLANTING:
OTHER:	Frst. Conservation Rev \$0.00	OTHER:
	Permit Fee \$0.00	BOND:
		L OF C:
		CASH:
	TOTAL FEES: \$0.00	OTHER:

THIS PERMIT AUTHORIZES THE ABOVE DESCRIBED CONSTRUCTION SUBJECT TO ALL  
APPLICABLE LAWS, REGULATIONS, TERMS, AND CONDITIONS HEREIN AND ELSEWHERE

APPROVED: Shaun Patrick Ryan  03/28/22  
Principal Planner - Landscape Architect

REV: FFTPPRM 03/28/22 MFD 03/28/22

SEDIMENT CONTROL PERMIT (SCP)

PERMIT#: SCP2021-00006 DATE OF ISSUE: 11/09/2022  
DATE OF EXPIRATION: 11/9/2024  
PWK PERMIT:  
TYPE OF SEDIMENT CONTROL PERMIT: SC

SITE ADDRESS: W GUDE DR  
SUBDIV: RIGHT-OF-WAY LOT: 0000 BLK: 000  
TYPE OF WORK: Sediment control for sidewalk improvements along north side of W Gude Dr  
between  
Watkins Pond Blvd and MD 355 (Frederick Rd)  
CONDITIONS:

This permit authorizes the above described construction subject to all applicable laws, regulations, terms and conditions herein and elsewhere.

Approved: Craig Simoneau 11/09/2022  
Director of Public Works

rev: fscp2pmt 11/09/2022 SKM 11/09/2022  
SKM Staff Contact

# SEDIMENT CONTROL PERMIT (SCP)

PERMIT#: SCP2021-00006

DATE OF ISSUE: 11/09/2022

DATE OF EXPIRATION: 11/9/2024

PWK PERMIT:

TYPE OF SEDIMENT CONTROL PERMIT: SC

SITE ADDRESS: W GUDE DR

SUBDIV: RIGHT-OF-WAY LOT: 0000 BLK: 000

1. This permit is for sediment control only for construction of sidewalk, ramps, retaining walls, replacement driveway aprons, and stormwater facilities in public right-of-way along the north side of W Gude Drive. All work must comply with the approved plans dated 11/07/2022 and all plan revisions that must be reviewed and approved by the City including field changes.
2. The permittee must schedule a pre-construction meeting with a minimum notice of 48 hours prior to meeting. Only one pre-construction meeting is necessary when multiple permits for the same project are issued. Failure to schedule a pre-construction meeting may result in the issuance of fines, revocation of permit(s) and/or the posting of a stop work order. The following representatives must be invited:

- City Project Inspector, Mike Hershelman at 240-314-8543 (mhershelman@rockvillemd.gov)
- City Stormwater Management Inspector, Ethan Chappell at 240-314-8541 (echappell@rockvillemd.gov)
- City Sediment and Erosion Control Inspector, Arthur Simpson at 240-314-8873 (asimpson@rockvillemd.gov)
- City Forester, Paula Perez at 240-314-8705 (pperez@rockvillemd.gov) and City Forestry Inspector, Natasha Shangold at 240-314-8205 (nshangold@rockvillemd.gov)
- City Project Engineer, Jennifer Wang at 240-314-8506 (jwang@rockvillemd.gov)
- Any Agency Issuing a Permit
- Utility Companies
- Permittee, Owner, or Owner's Representative
- General Contractor
- Site Engineer

Limits of disturbance and tree protection fencing locations must be staked and flagged prior to the pre-construction meeting. The following items must be discussed, as needed, during the pre-construction meeting:

- Elements that require construction inspection, as determined by the City Inspector, must be completed during normal working hours, Monday through Friday, 7:00 am to 3:00 pm.
- Existing SWM facilities downstream of project
- SWM Construction Inspection and As-built process

3. A copy of the permit MUST be on the job-site.

This permit authorizes the above described construction subject to all applicable laws, regulations, terms and conditions herein and elsewhere.

Approved:

*Craig Simoneau*

Director of Public Works

11/09/2022

rev: fscp2pmt 11/09/2022

SKM 11/09/2022  
SKM Staff Contact

# SEDIMENT CONTROL PERMIT (SCP)

PERMIT#: SCP2021-00006

DATE OF ISSUE: 11/09/2022

DATE OF EXPIRATION: 11/9/2024

PWK PERMIT:

TYPE OF SEDIMENT CONTROL PERMIT: SC

SITE ADDRESS: W GUDE DR

SUBDIV: RIGHT-OF-WAY LOT: 0000 BLK: 000

4. Contractor must contact MISS UTILITY at 811, 1 800 257-7777, or [www.missutility.net](http://www.missutility.net) for marking of existing utilities. MISS UTILITY requires two full business days notice. Existing utilities must be marked prior to the pre-construction meeting.
5. Comply with all direction provided by the City Forester at Pre-Construction meeting. No separate forestry permit is required and the contractor may work under the City Roadside Tree permit. Location of trees to be planted and planting soil must be approved by the City Forester prior to planting.
6. Contractor must provide any additional sediment control measures as directed by the City Inspector.
7. Construction shall only disturb that area which can be completed and stabilized by the end of each working day. For areas to be paved, stabilization shall be the application of stone base. For areas to be vegetatively stabilized: permanent seed and soil stabilization matting or sod for all steep slopes, channels and swales; and permanent seed and mulch for all other areas. Any areas which cannot be stabilized by the end of each working day must have silt fence installed on the downslope side. In areas where existing trees are to be protected, filter logs shall be used instead of silt fence.
8. If required, the contractor must supply the Chief, Construction Management, with lab results (from a Maryland State Certified Lab) to confirm that all construction work and materials comply with project specifications. This includes acceptable certification for compaction and backfill.
9. Any damage to public improvements must be repaired or replaced in accordance with City standards at the direction of the City Project Inspector.
10. Contractor must provide suitable parking locations for employees. Parking is not allowed on private property without permission of the property owner.
11. Contractor is to comply with the Montgomery County Noise Ordinance. Apply for a waiver if needed.
12. All work covered by this permit must be completed by the expiration date which is two (2) years from date of permit issuance. Requests for permit extensions must be submitted in writing to the Department of Public Works 30 days prior to the expiration date, justifying the extension in accordance with Chapter 19, Section 29.

This permit authorizes the above described construction subject to all applicable laws, regulations, terms and conditions herein and elsewhere.

Approved: Craig Simoneau 11/09/2022  
Director of Public Works

rev: fscp2pmt 11/09/2022

SKM 11/09/2022  
SKM Staff Contact

SEDIMENT CONTROL PERMIT (SCP)

PERMIT#: SCP2021-00006 DATE OF ISSUE: 11/09/2022  
DATE OF EXPIRATION: 11/9/2024  
PWK PERMIT:  
TYPE OF SEDIMENT CONTROL PERMIT: SC

SITE ADDRESS: W GUDE DR  
SUBDIV: RIGHT-OF-WAY LOT: 0000 BLK: 000

WATER SHED: WAT TOTAL AREA OF PROPERTY: 36,448  
FLOODPLAIN VARIANCE REQ'D: N TOTAL AREA TO BE DISTURBED: 36,448  
USE PERMIT NUMBER: TOTAL IMPERVIOUSNESS PROPOSED: 14,050

(INCLUDE 30' CONTIGUOUS RIGHTS OF WAY)

ESTIMATED COST OF WORK:	PERMIT FEES:	AMOUNT OF SECURITY:
S/C:	TOTAL FEES	S/C:  BOND: L OF C: CASH:

OWNER/DEVELOPER: CITY OF ROCKVILLE  
ADDRESS: 111 MARYLAND AVENUE  
ROCKVILLE MD 20850  
DAYTIME PHONE:

This permit authorizes the above described construction subject to all applicable laws, regulations, terms and conditions herein and elsewhere.

Approved: Craig Simoneau 11/09/2022  
Director of Public Works

rev: fscp2pmt 11/09/2022 SKM 11/09/2022  
SKM Staff Contact

STORMWATER MANAGEMENT PERMIT (SMP)

PERMIT#: SMP2021-00009 DATE OF ISSUE: 11/09/2022  
DATE OF EXPIRATION: 11/9/2024  
PWK PERMIT: SCP2021-00006  
SCP PERMIT:

SITE ADDRESS: W GUDE DR  
SUBDIV: RIGHT-OF-WAY LOT: 0000 BLK: 000

This permit is for the Stormwater Management Facilities checked below:

- Surface Sand Filter

Underground Sand Filter

Perimeter Sand Filter

Bioretention

Underground Concrete Vault

Underground Pipe

Micropool ED

Wet Pond

Wet ED Pond

Multiple Pond

Dry ED Pond
- Infiltration

MDE - Approved Proprietary

Filtering System (see notes)

Shallow Wetland

ED Wetland

Pond/Wetland System

Swale (Dry/Wet)

Non Structural

☒ Monetary Contribution

☒ Other

FACILITIES:		TOTAL AREA OF PROPERTY:		36,448.00			
<u>Facility</u>	<u>Drainage</u>	<u>Impervious</u>		<u>Recharge</u>	<u>Quality</u>	<u>Quantity</u>	<u>Quantity</u>
<u>Type</u>	<u>Area</u>	<u>Area</u>	<u>Ownership</u>	<u>Volume</u>	<u>(WQv)</u>	<u>(Cpv)</u>	<u>(Qp)</u>
Other	0.17	0.17	Public	No	Yes	Yes	No

This permit authorizes the above described construction subject to all applicable laws, regulations, terms and conditions herein and elsewhere.

Approved: 

Craig Simoneau

 11/09/2022  
Director of Public Works

rev: fsmpprmt 11/09/2022 SKM 11/09/2022  
SKM Staff Contact

## STORMWATER MANAGEMENT PERMIT (SMP)

PERMIT#: **SMP2021-00009**DATE OF ISSUE: **11/09/2022**DATE OF EXPIRATION: **11/9/2024**

PWK PERMIT: SCP2021-00006

SCP PERMIT:

SITE ADDRESS: **W GUDE DR**SUBDIV: **RIGHT-OF-WAY**LOT: **0000**BLK: **000**

## CONDITIONS:

1. **This permit is for the construction of stormwater management facilities associated with the West Gude Drive Sidewalk Project to include approximately 1,465 LF of permeable pavement. All work must comply with the approved plans dated 11/07/2022 including any subsequent plan revisions. Plan revisions, including field changes, must be approved by the Rockville Department of Public Works.**

This permit authorizes the above described construction subject to all applicable laws, regulations, terms and conditions herein and elsewhere.

Approved:

*Craig Simoneau*

11/09/2022

\_\_\_\_\_  
Director of Public Works

rev: fsmpprmt 11/09/2022

SKM 11/09/2022  
SKM Staff Contact

**STORMWATER MANAGEMENT PERMIT (SMP)**PERMIT#: **SMP2021-00009**DATE OF ISSUE: **11/09/2022**DATE OF EXPIRATION: **11/9/2024**PWK PERMIT: **SCP2021-00006**

SCP PERMIT:

SITE ADDRESS: **W GUDE DR**SUBDIV: **RIGHT-OF-WAY**LOT: **0000**BLK: **000**

2. The permittee must schedule a pre-construction meeting with a minimum notice of 48 hours prior to meeting. Only one pre-construction meeting is necessary when multiple permits for the same project are issued. Failure to schedule a pre-construction meeting may result in the issuance of fines, revocation of permit(s) and/or the posting of a stop work order. The following representatives must be invited:

- City Project Inspector, Mike Hershelman at 240-314-8543 (mhershelman@rockvillemd.gov)
- City Stormwater Management Inspector, Ethan Chappell at 240-314-8541 (echappell@rockvillemd.gov)
- City Sediment and Erosion Control Inspector, Arthur Simpson at 240-314-8873 (asimpson@rockvillemd.gov)
- City Forester, Paula Perez at 240-314-8705 (pperez@rockvillemd.gov) and City Forestry Inspector, Natasha Shangold at 240-314-8205 (nshangold@rockvillemd.gov)
- City Project Engineer, Jennifer Wang at 240-314-8506 (jwang@rockvillemd.gov)
- Any Agency Issuing a Permit
- Utility Companies
- Permittee, Owner, or Owner's Representative
- General Contractor
- Site Engineer

Limits of disturbance and tree protection fencing locations must be staked and flagged prior to the pre-construction meeting. The following items must be discussed, as needed, during the pre-construction meeting:

This permit authorizes the above described construction subject to all applicable laws, regulations, terms and conditions herein and elsewhere.

Approved:

*Craig Simoneau*

11/09/2022

Director of Public Works

rev: fsmpprmt 11/09/2022

SKM 11/09/2022  
SKM Staff Contact



# STORMWATER MANAGEMENT PERMIT (SMP)

PERMIT#: **SMP2021-00009**

DATE OF ISSUE: **11/09/2022**  
DATE OF EXPIRATION: **11/9/2024**

PWK PERMIT: **SCP2021-00006**

SCP PERMIT:

SITE ADDRESS: **W GUDE DR**

SUBDIV: **RIGHT-OF-WAY**

LOT: **0000**

BLK: **000**

**- SWM Construction Inspection and As-built process**

3. Permittee must contact MISS UTILITY at 811, 1 800 257-7777, or [www.missutility.net](http://www.missutility.net) for marking of existing utilities. MISS UTILITY requires two full business days notice. Existing utilities must be marked prior to the pre-construction meeting.
4. Comply with all conditions per SCP2021-00006 and the approved SCP plans dated 11/07/2022.
5. Comply with all conditions from City Forester, FSD and FCP plans, and FTP2022-00002 permit.
6. Shop drawings must be prepared and stamped by a licensed Maryland Professional Engineer prior to fabrication. The Professional Engineer who stamps the design plans must approve the shop drawings for conformance to the approved design. Provide three (3) copies of approved shop drawings to the City prior to construction.
7. See technical specifications for pervious concrete requirements including but not limited to submittals, qualifications, products and execution.
8. Contractor to comply with procedure and required inspections per MDE's Permeable Pavement/Reinforced Turf Inspection Checklist. Elements that require construction inspection, as determined by the City Project Inspector, must be completed during normal working hours, Monday through Friday, 7:00 am to 3:00 pm.
9. Contractor is to comply with the Montgomery County Noise Ordinance. Apply for a waiver if needed.

This permit authorizes the above described construction subject to all applicable laws, regulations, terms and conditions herein and elsewhere.

Approved:

*Craig Simoneau*

11/09/2022

Director of Public Works

rev: fsmpprmt 11/09/2022

SKM 11/09/2022  
SKM Staff Contact

STORMWATER MANAGEMENT PERMIT (SMP)

PERMIT#: SMP2021-00009

DATE OF ISSUE: 11/09/2022  
DATE OF EXPIRATION: 11/9/2024

PWK PERMIT: SCP2021-00006  
SCP PERMIT:

SITE ADDRESS: W GUDE DR

SUBDIV: RIGHT-OF-WAY LOT: 0000 BLK: 000

- 10. Prior to bond release, on-site grading must demonstrate safe conveyance of stormwater per the approved plan.
- 11. A copy of the permit MUST be on the job-site.
- 12. If required, permittee must supply the Chief of Construction Management with lab results (from a Maryland State Certified Lab) to confirm that all construction materials and work comply with project specifications. This includes acceptable certification for compaction and backfill.
- 13. Any damage to public improvements including street trees must be repaired or replaced in accordance with City standards at the direction of the City Project Inspector.
- 14. Contractor shall provide stormwater management as-built plan information in accordance with the project specifications prior to release by the City. Stormwater management as-built plans, material tickets, and a scanned copy of the as-built, sealed by a licensed Maryland Professional Engineer or Professional Land Surveyor, must be submitted and approved by the City prior to release of the permit and bond. The as-built of the stormwater management facilities must include at a minimum: the bottom elevation; critical dimensions; volume; pipe size, material and invert; and outlet structure opening dimensions and elevations.

In order to establish an infiltration rate baseline to be used during maintenance inspections, as-built plans for porous concrete shall include the results and locations of the most current version of ASTM C1701- Standard Test Method for Infiltration Rate on In-Place Porous Concrete. As-built plans for interlocking permeable pavers shall include the results and locations of the most current version of ASTM C1781 - Standard Test Method for Surface Infiltration Rate of Permeable Unit Pavement Systems. As-built plans for porous asphalt shall include the results and location of a test method pre-approved by the City of Rockville.

This permit authorizes the above described construction subject to all applicable laws, regulations, terms and conditions herein and elsewhere.

Approved: Craig Simoneau 11/09/2022  
Director of Public Works

rev: fsmpprmt 11/09/2022 SKM 11/09/2022  
SKM Staff Contact

STORMWATER MANAGEMENT PERMIT (SMP)

PERMIT#: SMP2021-00009 DATE OF ISSUE: 11/09/2022  
DATE OF EXPIRATION: 11/9/2024  
PWK PERMIT: SCP2021-00006  
SCP PERMIT:

SITE ADDRESS: W GUDE DR  
SUBDIV: RIGHT-OF-WAY LOT: 0000 BLK: 000

15. All work covered by this permit must be completed by the expiration date which is two (2) years from date of permit issuance. Requests for extensions must be submitted in writing to the Department of Public Works 30 days prior to the permit expiration date justifying the permit extension in accordance with Chapter 19, Section 29.

WATER SHED: Watts Branch  
FLOODPLAIN VARIANCE REQ'D: N TOTAL DRAINAGE AREA : 36,448.00  
USE PERMIT NUMBER: TOTAL IMPERVIOUSNESS PROPOSED: 14,050.00

ESTIMATED COST

OF WORK:	PERMIT FEES:	AMOUNT OF SECURITY:
SMP:	Monetary Contribution F \$6,400.00	SMP:
	TOTAL FEES: \$6,400.00	BOND: LOF C: CASH:

This permit authorizes the above described construction subject to all applicable laws, regulations, terms and conditions herein and elsewhere.

Approved: Craig Simoneau 11/09/2022  
Director of Public Works

rev: fsmpprmt 11/09/2022 SKM 11/09/2022  
SKM Staff Contact

## STORMWATER MANAGEMENT PERMIT (SMP)

PERMIT#: **SMP2021-00009**DATE OF ISSUE: **11/09/2022**DATE OF EXPIRATION: **11/9/2024**PWK PERMIT: **SCP2021-00006**

SCP PERMIT:

SITE ADDRESS: **W GUDE DR**SUBDIV: **RIGHT-OF-WAY**LOT: **0000**BLK: **000**PROPERTY OWNER: **CITY OF ROCKVILLE**  
ADDRESS: **111 MARYLAND AVENUE**  
**ROCKVILLE MD 20850**

DAYTIME PHONE:

This permit authorizes the above described construction subject to all applicable laws, regulations, terms and conditions herein and elsewhere.

Approved:

*Craig Simoneau*

11/09/2022

\_\_\_\_\_  
Director of Public Works

rev: fsmpprmt 11/09/2022

SKM 11/09/2022  
SKM Staff Contact



Department of Public Works  
111 Maryland Avenue, Rockville, MD 20850-2364

## As-Built Plan Requirements

1. All entities who construct public water or sewer lines, storm drainage systems, bike paths, sidewalks or streets to be maintained by the City of Rockville must submit an "As-built" set of construction drawings for approval as a part of the City's acceptance process. Additionally, entities constructing any stormwater management or stream restoration facilities must submit an "As-Built" set of construction drawings. The initial submittal shall be three (3) sets of "red-lined" marked up prints, which should be delivered to the Department of Public Works counter at City Hall (Attn: Don Jackson, Engineering Technician). This submittal shall include recorded copies of any public easements required with the project.
2. The As-Built drawings shall clearly show any changes or variations from the approved design. Horizontal variations greater than 1.0 foot should be shown dimensionally or through plus stations. Horizontal variations greater than 10.0 feet should also show the graphic relocation of the object. Vertical elevation variations greater than 0.1 feet shall be provided for all shown design elevations. A benchmark elevation and benchmark description and location shall also be provided on each plan sheet.
3. As-Built plans for a surface SWM facility shall include the following additional information.
  - a) Length, width, slope information and depth or contours (1 foot intervals) of the pond area along with a verification of the original design volume.
  - b) A benchmark on the riser, inlet headwall, or other approved location.
  - c) Revised design computations verifying the functionality of the pond. Computations shall be submitted directly to the DPW project engineer, along with an additional paper copy of the As-Built plans.
  - d) The grading/storage volumes must be approved by DPW prior to landscaping/planting. All plantings must be added to the As-Built plans after plant installation. As-Built plans will not be approved without required plantings.

NOTE: As-Built data, which shows that the constructed facility varies from the original design storage elevations by greater than or equal to 10%, will have to be corrected (reggraded) prior to submission for review unless storage is verified. All constructed features not previously approved on the original construction drawings may have to be modified at the City's discretion.

4. All As-Built information shall be blocked in and shown on the original construction drawings and shall be blocked in as thus 386.25.
5. The As-Built Certificate (shown on the following page) shall be signed and sealed by a MD professional engineer or a MD professional land surveyor and shall appear on the cover sheet of the As-Built Plan set. All sheets included in the permit set must be submitted in the final as-built set.
6. The City's inspector and project engineer will review the As-Built information. The design engineer will be notified to submit mylars for As-Built approval once all changes have been satisfactorily shown. The As-Built information shall preferably be shown on the original construction drawings (i.e., the original mylars with the permit approval stamp and original P.E. seal). Placing As-Built information upon a scanned image or other reproduction of the original construction drawings is acceptable so long as the quality, integrity, and legibility of the original drawings are substantially preserved without undue compromise. As-Built drawings will be scanned by the City for archiving, so both the As-Built and original information must be sufficiently discernible. The As Built plan set shall be submitted to Department of Public Works Engineering Division (Attn: Don Jackson, Engineering Technician) for signature and shall contain the same red-lined information as approved in the As-Built review. No paper prints, paper or mylar sepias will be accepted.

### **AS-BUILT CERTIFICATE**

I hereby certify that the information shown on this record drawing is an accurate and complete representation of data established from field information obtained under the direction of a Professional Land Surveyor or a Professional Engineer, and that the physical dimensions or elevations shown thus 37.55' are as-built information and the facility was constructed according to the approved plans, except as otherwise noted hereon.

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Name

---

License #

---

Title

---

Date

**INVITATION FOR BIDS #28-25  
POTOMAC VALLEY ROAD SIDEWALK PROJECT**

**ATTACHMENT E**

# **SECTION VIII**

# **DRAWINGS**

DESCRIPTION

SHEET NO.

TITLE SHEET

1

TYPICAL SECTIONS & DETAILS

2

STANDARD DETAILS

3

GEOMETRIC LAYOUT & CONSTRUCTION STAKEOUT

4

CIVIL PLANS

5-7

LANDSCAPE NOTES, DETAILS AND PLANS

8-11

STORMWATER MANAGEMENT PLANS

12-13

EROSION & SEDIMENT NOTES, DETAILS AND PLANS

14-16

CITY OF ROCKVILLE GENERAL NOTES: (NOV 2016)

1. THE APPLICANT IS THE ENTITY FOR WHICH THE CITY OF ROCKVILLE DEPARTMENT OF PUBLIC WORKS (DPW) HAS ISSUED A PERMIT. FOR DPW PROJECTS WHERE A PERMIT IS NOT APPLICABLE, THE ENTITY FOR WHICH THE CITY CONTRACT IS ISSUED SHALL BE CONSIDERED THE APPLICANT IN THESE NOTES. THE APPLICANT IS RESPONSIBLE FOR CITY INSPECTORS, AGENTS, SUBCONTRACTORS, OR OTHER ENTITIES COMPLETING WORK UNDER THIS PERMIT AND/OR APPROVED PLAN.

2. THE APPLICANT MUST ARRANGE A PRE-CONSTRUCTION MEETING PRIOR TO COMMENCING ANY WORK. PROVIDE AT LEAST 48 HOURS OF NOTICE TO THE FOLLOWING: CITY PROJECT INSPECTOR LISTED IN THE PERMIT, CITY FORESTRY INSPECTOR AT 240-314-8713, IF REQUIRED BY EITHER A DPW AND/OR FORESTRY PERMIT, OR DPW SEDIMENT CONTROL INSPECTOR AT 240-314-8879, IF REQUIRED BY PERMIT.

3. THE APPLICANT MUST CONTACT MISS UTILITY AT 1-800-257-7777 OR 410-781-1111 OR MISS UTILITY NET SO THAT UTILITIES ARE MARKED PRIOR TO HOLDING ANY PRE-CONSTRUCTION MEETING.

4. INFORMATION CONCERNING EXISTING UNDERGROUND UTILITIES WAS OBTAINED FROM AVAILABLE RECORDS. THE CONTRACTOR MUST DETERMINE THE EXACT LOCATION AND ELEVATION OF EXISTING UTILITIES BY DIGGING TEST PITS AT THE UTILITY CROSSING WELL IN ADVANCE OF TRENCHING. IF CLEARANCE IS LESS THAN SHOWN ON THIS PLAN, CONTACT THE PROFESSIONAL ENGINEER WHO STAMPED THE DESIGN PLANS BEFORE PROCEEDING WITH CONSTRUCTION.

5. MAINTAIN A MINIMUM ONE-FOOT VERTICAL CLEARANCE BETWEEN ALL CITY UTILITIES CROSSING ANY OTHER UTILITY. UNLESS OTHERWISE NOTED, MAINTAIN A FIVE-FOOT HORIZONTAL CLEARANCE WITHIN BETWEEN A CITY UTILITY WITH ANY OTHER UTILITY OR STRUCTURE. THE ONLY EXCEPTION IS THAT THESE SHALL BE A TEN-FOOT HORIZONTAL CLEARANCE BETWEEN CITY WATER AND SEWER MAINS.

6. AT THE END OF EACH DAY, ALL TRENCHES SHALL BE BACKFILLED. ALL EQUIPMENT SECURED AND THE AREA LEFT IN A SAFE CONDITION. STEEL PLATES ARE ALLOWED TO REMAIN NO LONGER THAN SEVEN DAYS. PLATES ARE TO BE NOTCHED (RECESSED) AND PINNED TO THE ROADWAY. PLATES MUST BE LARGE ENOUGH TO ALLOW A MINIMUM OF ONE-FOOT BEARING ON ALL FOUR SIDES OF THE PAVEMENT SURROUNDING THE EXCAVATION. THE STEEL PLATE REQUIREMENTS ONLY APPLY TO PUBLIC STREETS.

7. THE PUBLIC ROAD UTILITY PATCH SHALL BE IN ACCORDANCE WITH CITY STANDARD DETAIL M90, CONTAINED HEREIN, OR AS SHOWN ON THE PLANS. ALL TRENCHES IN PUBLIC STREETS SHALL BE FILLED WITH COMPACTED GRADED AGGREGATE BASE (GAB) FROM BELOW THE PAVEMENT TO THE TOP OF THE PIPE EMBEDED ZONE OR TO A DEPTH OF FIVE-FEET, WHICHEVER IS LESS.

8. DPW NORMAL WORKING HOURS ARE MONDAY THROUGH FRIDAY, EXCEPT HOLIDAYS, FROM 7 A.M. TO 5 P.M. THE CITY OBSERVES THE FOLLOWING HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING'S BIRTHDAY, PRESIDENT'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERAN'S DAY, THANKSGIVING DAY, THANKSGIVING FRIDAY AND CHRISTMAS DAY, AND ALL DAYS OF GENERAL AND CONGRESSIONAL ELECTIONS THROUGHOUT THE STATE. THE CONTRACTOR WILL NOT BE PERMITTED TO CLOSE LANES OR DO ANY WORK THAT REQUIRES THE SERVICES OF THE CITY FORCES. OUTSIDE OF THE NORMAL WORKING HOURS, UNLESS AUTHORIZED BY DPW IN WRITING, THE CONTRACTOR WITH WRITTEN PERMISSION OF DPW MAY BE PERMITTED TO WORK OUTSIDE OF THE NORMAL WORK HOURS FOR CLEAN-UP ACTIVITIES OR OTHER SUCH ITEMS THAT DO NOT ADVERSELY IMPACT TRAFFIC, RESIDENTS OR CITY SERVICE.

9. TRAFFIC MUST BE MAINTAINED ON ALL ROADWAYS WITHIN THE CONSTRUCTION AREA AS DIRECTED BY DPW. NO LANE CLOSURE SHALL BE PERMITTED BETWEEN 7:00-9:00 A.M. OR 3:30-6:00 P.M. MONDAY THROUGH FRIDAY. AN EXCEPTION IS THAT LANE CLOSURES ARE PERMITTED ON SECONDARY RESIDENTIAL STREETS AT ANY TIME DURING NORMAL WORKING HOURS. DEPLOYMENT AND DESIGN OF ALL TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). IF REQUIRED, TRAFFIC CONTROL PLANS SHALL BE REVIEWED AND APPROVED BY THE CHIEF OF THE TRAFFIC AND TRANSPORTATION DIVISION. DPW MAY SUSPEND LANE CLOSURE OR OTHER TRAFFIC CONTROLS AT ANY TIME DURING OR IN ADVANCE OF AN INCIDENT WEATHER EVENTS.

10. SHEETING AND SHORING IS THE TOTAL RESPONSIBILITY OF THE APPLICANT. A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF MARYLAND SHALL SEAL THESE DRAWINGS. PROVIDE THREE COPIES TO DPW FOR INFORMATIONAL PURPOSES ONLY.

11. IN ADDITION TO ALL CITY PERMITS, THE APPLICANT IS RESPONSIBLE TO ENSURE THAT ALL NECESSARY FEDERAL, STATE AND/OR MONTGOMERY COUNTY APPROVALS AND/OR PERMITS HAVE BEEN OBTAINED IN ASSOCIATION WITH THIS APPROVED PLAN.

12. SHOP DRAWINGS MUST BE PREPARED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF MARYLAND PRIOR TO FABRICATION. THE PROFESSIONAL ENGINEER WHO SEALED THE DESIGN PLANS (BUT NOT THE SHOP DRAWINGS) MUST APPROVE THE SHOP DRAWINGS FOR CONFORMANCE TO CONSTRUCTION. ALL PIPES AND STRUCTURES IN PAVED AREAS SHALL BE DESIGNED FOR HS-20 VEHICLES LOADING.

13. UPON COMPLETION OF CONSTRUCTION, THE APPLICANT SHALL PROVIDE THREE SETS OF RED LINED AS-BUILT PRINTS (24"x36") FOR REVIEW AND APPROVAL BY THE CITY. THE DRAWINGS MUST CONTAIN THE ORIGINAL APPROVAL SIGNATURES AND PROFESSIONAL ENGINEER'S SEAL AND SIGNATURE. THE SCANNED IMAGE OF THE ORIGINAL MYLAR IS ACCEPTABLE. THE AS-BUILT SHALL BE SEALED BY A PROFESSIONAL SURVEYOR, AS APPROPRIATE AND MUST BE LICENSED BY THE STATE OF MARYLAND. THE SEAL SHALL NOTE THAT IT IS ONLY FOR THE AS-BUILT AND SHALL INCLUDE AN AS-BUILT CERTIFICATION TO THE CITY. UPON RECEIPT OF WRITTEN APPROVAL, THE APPLICANT SHALL PROVIDE APPROVED AS-BUILT MYLAR DRAWING ALONG WITH THE ORIGINAL MYLARS (WITH ALL ORIGINAL SIGNATURES) TO CITY PRIOR TO THE RELEASE OF THE PERMIT.

14. THE APPLICANT MUST COMPLY WITH THE MONTGOMERY COUNTY NOISE CONTROL ORDINANCE. PLEASE REFER TO THE MONTGOMERY COUNTY DEPARTMENT OF ENVIRONMENTAL PROTECTION AT 240-777-7770. [ASKDEPMONTGOMERYCOUNTY.GOV](mailto:ASKDEPMONTGOMERYCOUNTY.GOV), OR [WWW.MONTGOMERYCOUNTY.GOV/DEP](http://WWW.MONTGOMERYCOUNTY.GOV/DEP).

CITY OF ROCKVILLE, MD

DEPARTMENT OF PUBLIC WORKS

POTOMAC VALLEY ROAD

SIDEWALK

STANDARD SPECIFICATIONS BOOK,  
BOOK OF STANDARDS AND MUTCD

ALL WORK ON THIS PROJECT SHALL CONFORM TO THE MARYLAND DEPARTMENT OF TRANSPORTATION, STATE HIGHWAY ADMINISTRATION'S (SHA) SPECIFICATIONS ENTITLED: STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS DATED JULY 2020. REVISIONS THEREOF OR ADDITIONS THERETO; THE SPECIAL PROVISIONS INCLUDED IN THE INVITATION FOR BIDS BOOK; AND THE LATEST MARYLAND MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MD-MUTCD).

MAINTENANCE OF TRAFFIC NOTES

FOLLOW SHA WORK ZONE TEMPORARY TRAFFIC CONTROL STANDARDS AND SPECIAL PROVISIONS FOR MOT. MAINTAIN PEDESTRIAN ACCESSIBILITY AT ALL TIMES.

RIGHT OF WAY

RIGHT OF WAY LINES SHOWN ON THESE PLANS ARE FOR ASSISTANCE IN INTERPRETING THE PLANS AND ARE NOT OFFICIAL FOR FEE RIGHT OF WAY INFORMATION. SEE APPROPRIATE RIGHT OF WAY PLATS.

UTILITIES

THE LOCATION OF UTILITIES SHOWN ON THE PLANS ARE FOR INFORMATION AND GUIDANCE ONLY. NO GUARANTEE IS MADE OF THE ACCURACY OF SAID LOCATIONS. THE CONTRACTOR IS RESPONSIBLE TO LOCATE, DELINEATE, AND AVOID ALL EXISTING UTILITIES.

TOPOGRAPHIC SURVEY

THIS PROJECT IS ORIENTATED TO THE MARYLAND STATE PLANE COORDINATE SYSTEM NAD 83/91, AND NAVD 88. BASE TOPOGRAPHIC INFORMATION AND PROJECT LIMIT WAS ESTABLISHED FROM FIELD SURVEY CONDUCTED IN APRIL 2020. GIS MAPPING SHOWN OUTSIDE THE PROJECT LIMIT OF DISTURBANCE WAS ESTABLISHED FROM AS-BUILTS PROVIDED BY THE CITY OF ROCKVILLE, AND AERIAL IMAGERY.

100%  
DESIGN

OWNER/DEVELOPER CERTIFICATION

I/WE HEREBY CERTIFY THAT ANY CLEARING, GRADING, CONSTRUCTION OR DEVELOPMENT, OR ALL OF THESE, WILL BE DONE PURSUANT TO THIS PLAN AND THAT RESPONSIBLE PERSONNEL INVOLVED IN THE CONSTRUCTION PROJECT WILL HAVE A CERTIFICATION OF TRAINING AT A DEPARTMENT OF THE ENVIRONMENT APPROVED TRAINING PROGRAM FOR THE CONTROL OF SEDIMENT AND EROSION BEFORE BEGINNING OF THE PROJECT AND THAT APPLICABLE SEDIMENT CONTROL CONDITIONS AND REQUIREMENTS OF THE CITY OF ROCKVILLE AND THE STATE OF MARYLAND AND ITS AGENCIES ARE HEREBY MADE PART OF THIS PLAN.  
SIGNATURE: \_\_\_\_\_  
PRINTED NAME AND TITLE: \_\_\_\_\_  
DATE: 02/12/2025

DESIGN AND QUANTITIES CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE LATEST MARYLAND STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL, AND THE ORDINANCE OF THE ROCKVILLE CITY CODE. THE ESTIMATE TOTAL AMOUNT OF EXCAVATION AND FILL HAS BEEN COMPUTED TO BE 10 CUBIC YARDS OF EXCAVATION AND 63 CUBIC YARDS OF FILL AND THE TOTAL AREA TO BE DISTURBED AS SHOWN ON THESE PLANS HAS BEEN DETERMINED TO BE 15,352 SQUARE FEET OF WHICH 15,352 IS ON-SITE PROPOSED DISTURBANCE RIGHT-OF-WAY, THE IMPERVIOUS AREA SUBJECT TO STORMWATER MANAGEMENT SHOWN ON THIS PLAN IS 0.14 ACRES OF WHICH 0.14 IS ON-SITE IMPERVIOUS AREA WITHIN THE RIGHT-OF-WAY.  
SIGNATURE: \_\_\_\_\_  
PRINTED NAME AND TITLE: SETH DABLINGTON, P.E.  
DATE: 02/12/2025  
TITLE & LICENSE NUMBER: 39917

VICINITY MAP

SCALE = 1"= 100'

CONVENTIONAL SIGNS

PROPOSED MEDIAN BARRIER

ELECTRICAL HAND BOX - SIGNALS

FLOW LINE

STATE, COUNTY OR CITY LINES

PROPOSED TRAFFIC BARRIER

EXISTING TRAFFIC BARRIER

PROPOSED FENCE LINE

EXISTING FENCE LINE

RIGHT OF WAY LINE

EXISTING ROADWAY

RAILROAD

BASE LINE OR SURVEY LINE

FIRE HYDRANT

HISTORIC BOUNDARY

WATERS OF THE U.S.

PROPOSED PIPE / CULVERT

EXISTING PIPE / CULVERT

EXISTING DROP INLET

UTILITY POLE

WETLAND

WETLAND BUFFER

WATERS OF THE U.S.

HEDGE / TREE LINE

BUSH / TREE

CONIFEROUS TREE

GROUND ELEVATION

GRADE ELEVATION

PROFESSIONAL CERTIFICATION:

I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed Professional Engineer under the laws of the State of Maryland, License No. 39917, Expiration Date: 11/8/2027.

Seth Dablington

NAME

DEPARTMENT OF PUBLIC WORKS

CITY OF ROCKVILLE

111 MARYLAND AVE. ROCKVILLE, MARYLAND

DESIGN PLAN APPROVAL

AS BUILT PLAN APPROVAL

TITLE SHEET

CHIEF, CONSTRUCTION MANAGEMENT

APPROVAL DATE

POTOMAC VALLEY ROAD  
SIDEWALK EXTENSION

Election District No. (4 or 9) City of Rockville, Maryland

DATE: JANUARY 2025

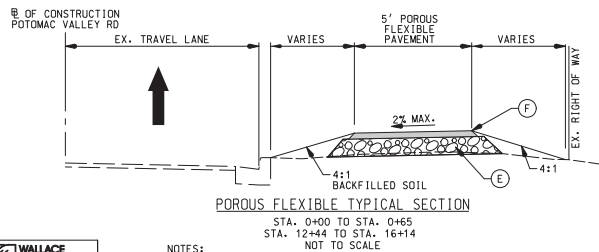
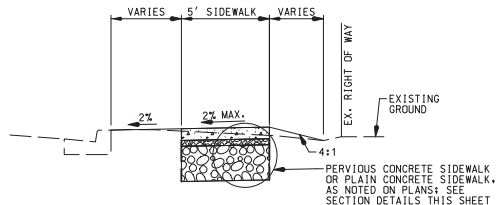
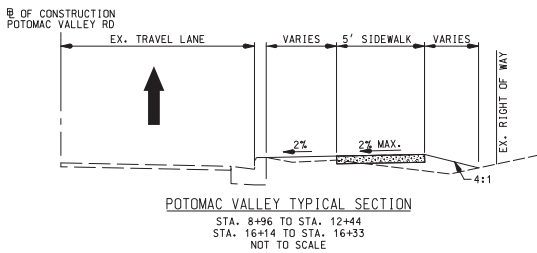
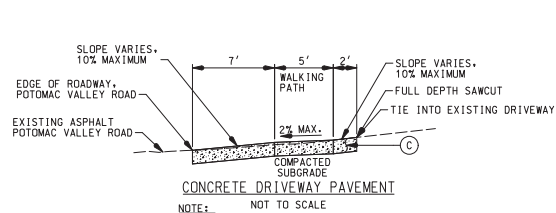
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SHEET NO. 1 OF 16

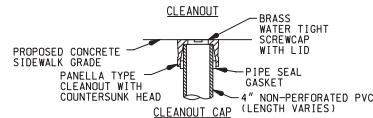
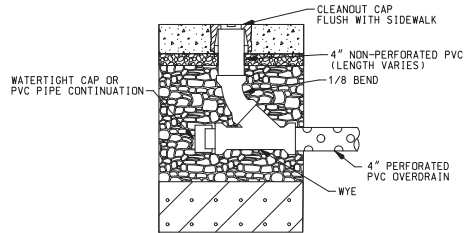
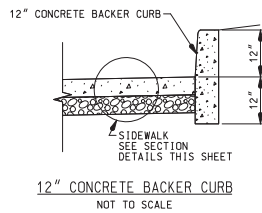
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102 of 117

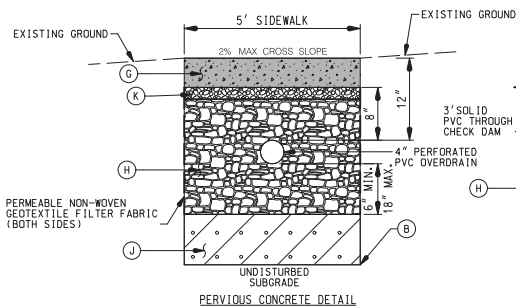




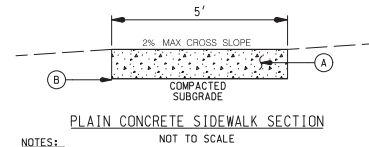
- NOTES:
1. THE DESIGN INTENT IS TO LIMIT DISTURBANCE TO TREE ROOTS, BY PLACING FILL OVER THE EXISTING GROUND.
  2. CONTRACTOR SHALL GRUB AND REMOVE GRASS, AND PLACE FILL ON EXISTING GROUND. NO EXCAVATION IN THESE AREAS.
  3. POROUS FLEXIBLE PAVEMENT SHALL BE FLEXI-PAVE OR APPROVED EQUAL, AND INSTALLED PER MANUFACTURER RECOMMENDATIONS.



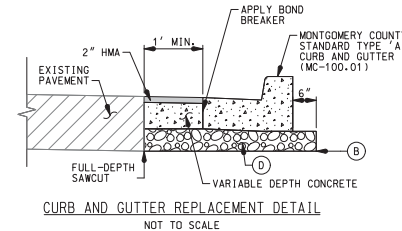
**CLEANOUT DETAIL**  
NOT TO SCALE



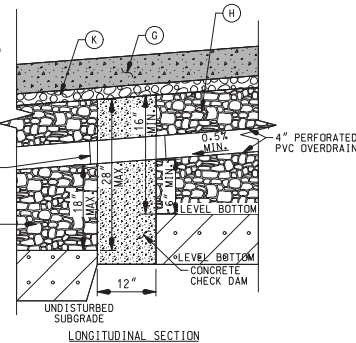
- NOTES:
1. PLACE PREFORMED EXPANSION JOINT MATERIAL BETWEEN PROPOSED PLAIN CONCRETE SIDEWALK AND PERVIOUS CONCRETE SIDEWALK.
  2. SEAL JOINT WITH SELF-LEVELING POLYURETHANE JOINT SEAL.
  3. INSTALL CHECK DAMS AT 50-100 FT INTERVALS OR AS DETERMINED BY THE CONTRACTOR BASED ON SITE CONDITIONS.



- NOTES:
1. PLACE PREFORMED EXPANSION JOINT MATERIAL BETWEEN PROPOSED PLAIN CONCRETE SIDEWALK AND PERVIOUS CONCRETE SIDEWALK.
  2. SEAL JOINT WITH SELF-LEVELING POLYURETHANE JOINT SEAL.



- CURB AND GUTTER REPLACEMENT NOTES:
1. 2" HMA AND VARIABLE DEPTH CONCRETE FOR SLOT BACKFILL SHALL BE INCIDENTAL TO CURB AND GUTTER REPLACEMENT



**DETAIL LEGEND**

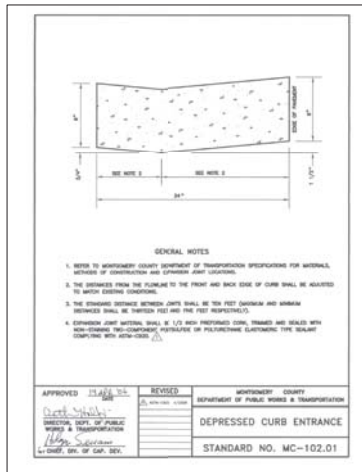
- (A) 4" CONCRETE SIDEWALK
- (B) LIMITS OF EXCAVATION
- (C) 9" PLAIN CONCRETE
- (D) 6" BASE COURSE USING GRADED AGGREGATE (COST INCIDENTAL TO PRICE FOR CURB & GUTTER)
- (E) 4-6" RECYCLED 57 STONE
- (F) 2" PERVIOUS FLEXIBLE PAVEMENT
- (G) 4" PERVIOUS CONCRETE
- (H) 16" MIN. NO. 2 STONE
- (I) VARIABLE DEPTH HMA SUPERPAVE, 19.0MM FOR BASE, PG 64-22, LEVEL 2 (FOR SLOT BACKFILL, INCIDENTAL TO CURB AND GUTTER)
- (J) 6" ASTM C-33 FINE AGGREGATE CONCRETE SAND
- (K) 2" NO. 57 STONE

**PERVIOUS SIDEWALK NOTES:**

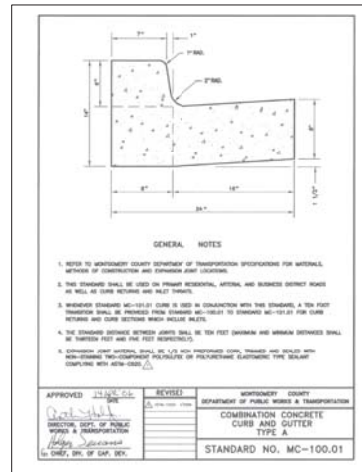
1. CONTRACTOR SHALL INSTALL PERVIOUS CONCRETE SIDEWALK PER SPECIFICATIONS.
2. CONCRETE JOINTS TO BE INSTALLED EVERY 8' MINIMUM.
3. 6" MIN. OF STONE IS REQUIRED BELOW OVERDRAIN PIPE. 12" MINIMUM COVER FROM TOP OF SIDEWALK TO TOP OF OVERDRAIN PIPE. 6" MINIMUM BETWEEN BOTTOM OF SIDEWALK CONCRETE AND TOP OF OVERDRAIN PIPE.
4. SUBGRADE BOTTOM MUST BE LEVEL. INSTALL STEPS AS NEEDED TO MAINTAIN MINIMUM 16 INCHES MINIMUM DEPTH OF AGGREGATE. CHECK DAM (PORTLAND CEMENT CONCRETE MIX NO. 3) AND STEPS SHALL BE INSTALLED AT 28 INCHES MAXIMUM DEPTH OF AGGREGATE. SEE LONGITUDINAL SECTION.
5. CONSTRUCTION SPECIFICATIONS SHALL MEET MDE STORMWATER DESIGN MANUAL APPENDIX B-4. PERMEABLE PAVEMENT SPECIFICATIONS FROM MONTGOMERY COUNTY DPS.
6. CONTRACTOR SHALL INSTALL 4" CLEANOUTS FOR OVERDRAIN, WITH FLUSH CAP SET IN SIDEWALK CONCRETE. CLEANOUTS SHALL BE PLACED AT THE UPSTREAM END OF THE OVERDRAIN, AT BENDS GREATER THAN 45°, AND AT A MAXIMUM OF 200 FEET SPACING BETWEEN.



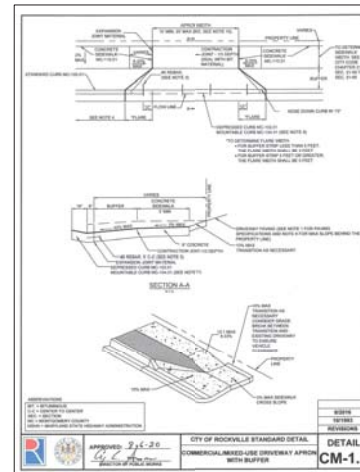
 DEPARTMENT OF PUBLIC WORKS CITY OF ROCKVILLE 111 MARYLAND AVE. ROCKVILLE, MARYLAND	DESIGN PLAN APPROVAL PWD# XXXXX-XXXXX SC# XXXXX-XXXXX REVIEWED BY APPROVAL DATE	AS BUILT PLAN APPROVAL APPROVAL DATE	TYPICAL SECTIONS & DETAILS POTOMAC VALLEY ROAD SIDEWALK EXTENSION Election District No. (4 or 9) City of Rockville, Maryland	DATE SUBMITTED JANUARY 2025 IFB XX-XX	SCALE NOT TO SCALE	SHEET NO. 2 OF 16	FILE #
	APPROVAL OF REVISIONS AFTER INITIAL PLAN APPROVAL NO. DESCRIPTION OF REVISION P.E. INITIAL DATE DFW DATE						



DETAIL A - DEPRESSED CURB ENTRANCE  
MONTGOMERY COUNTY STANDARD NO. MC-102.01



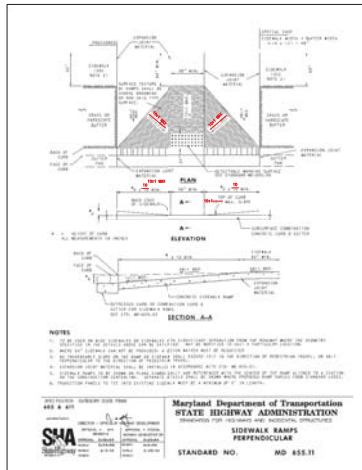
DETAIL B - TYPE 'A' COMBINATION  
CONCRETE CURB & GUTTER  
MONTGOMERY COUNTY STANDARD NO. MC-100.01



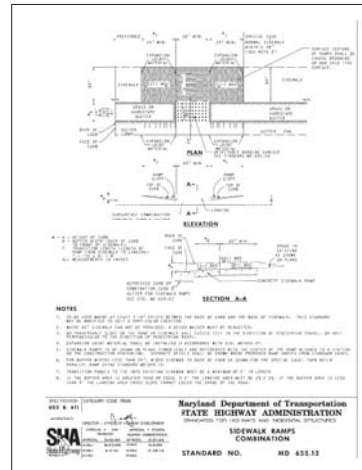
DETAIL C - COMMERCIAL/ MIXED-USE  
DRIVEWAY APRON WITH BUFFER  
CITY OF ROCKVILLE STANDARD NO. CM-1.1



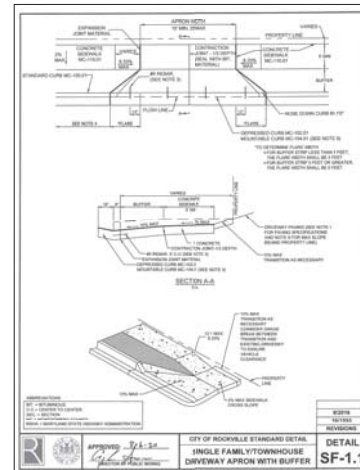
DETAIL D - COMMERCIAL/ MIXED-USE  
DRIVEWAY APRON WITH BUFFER  
CITY OF ROCKVILLE STANDARD NO. CM-1.2



DETAIL E - SIDEWALK RAMPS PERPENDICULAR  
STANDARD NO. MD 655.11



DETAIL F - SIDEWALK RAMPS COMBINATION  
STANDARD NO. MD 655.13



DETAIL G - SINGLE FAMILY/TOWNHOUSE  
DRIVEWAY APRON WITH BUFFER  
CITY OF ROCKVILLE STANDARD NO. SF-1.1



DETAIL H - SINGLE FAMILY/TOWNHOUSE  
DRIVEWAY APRON WITH BUFFER  
CITY OF ROCKVILLE STANDARD NO. SF-1.2

- NOTE:
1. WHEN SIDE FLARE IS NOT PART OF THE WALKING PATH, THE SLOPE MAY BE GREATER THAN 12:1
  2. SIDE FLARES FOR THIS PROJECT HAVE BEEN DESIGNED TO BE 2' WIDE AT THE CURB.
  3. SIDE FLARES PER PROWAVE HAVE BEEN UPDATED TO 10:1 MAX.



DEPARTMENT OF PUBLIC WORKS  
CITY OF  
**ROCKVILLE**  
111 MARYLAND AVE. ROCKVILLE, MARYLAND

DESIGN PLAN APPROVAL  
PWA# XXXXX-XXXXX SCP# XXXXX-XXXXX  
SMP# XXXXX-XXXXX REVIEWED BY XX  
DIRECTOR OF PUBLIC WORKS APPROVAL DATE

AS BUILT PLAN APPROVAL  
STANDARD DETAILS PLAN  
Election District No. (4 or 9) City of Rockville, Maryland

POTOMAC VALLEY ROAD  
SIDEWALK EXTENSION  
Election District No. (4 or 9) City of Rockville, Maryland

APPROVAL OF REVISIONS AFTER INITIAL PLAN APPROVAL  
DATE SUBMITTED: JANUARY 2025  
SCALE: NOT TO SCALE  
SHEET NO. 3 OF 16  
FILE #



SIDEWALK	
235 S.F.	4" CONCRETE SIDEWALK
284 S.F.	POROUS FLEXIBLE PAVING
1085 S.F.	PERVIOUS CONCRETE SIDEWALK
187 S.F.	7" CONCRETE DRIVEWAY APRON (SF-LI)
16 S.F.	DETECTABLE WARNING SURFACE

CURB AND GUTTER	
35 L.F.	DEPRESSED CURB ENTRANCE MC-102.01
18 L.F.	TYPE 'A' CURB - ANY HEIGHT

UTILITIES	
2 EA.	RELOCATE EXISTING GROUND MOUNTED SIGN

#### NOTES:

1. ALL DISTURBED AREA, AS SHOWN ON THE PLANS, SHALL BE STABILIZED BY THE END OF EACH WORK DAY USING NO. 57 STONE. NO AREA SHALL BE DISTURBED THAT CANNOT BE STABILIZED BY THE END OF EACH WORK DAY.
2. CROSSWALK SHALL BE ALIGNED WITH THE PROPOSED CURB RAMP, AND THE EDGE OF PROPOSED CROSSWALK MARKINGS SHALL ENCLOSE THE ENTIRE WIDTH OF THE CURB RAMP.
3. SIDEWALK WIDTH SHALL BE 5' MINIMUM, UNLESS OTHERWISE NOTED.
4. SLOPE FOR LANDING AREA SHALL BE 48:1 MAXIMUM IN ALL DIRECTIONS.

LEGEND	
	4" CONCRETE SIDEWALK
	PROPOSED FULL DEPTH RECONSTRUCTION
	7-9" CONCRETE DRIVEWAY APRON
	PERVIOUS CONCRETE SIDEWALK
	POROUS FLEXIBLE PAVEMENT
	PROPOSED DETECTABLE WARNING SURFACE
	REMOVAL OF PAVEMENT
	PROPOSED CURB AND GUTTER
	EXISTING CURB AND GUTTER
	REMOVE TREE
	LOD - LIMIT OF DISTURBANCE
	C - PROPOSED TOP OF CUT
	F - PROPOSED TOE OF FILL

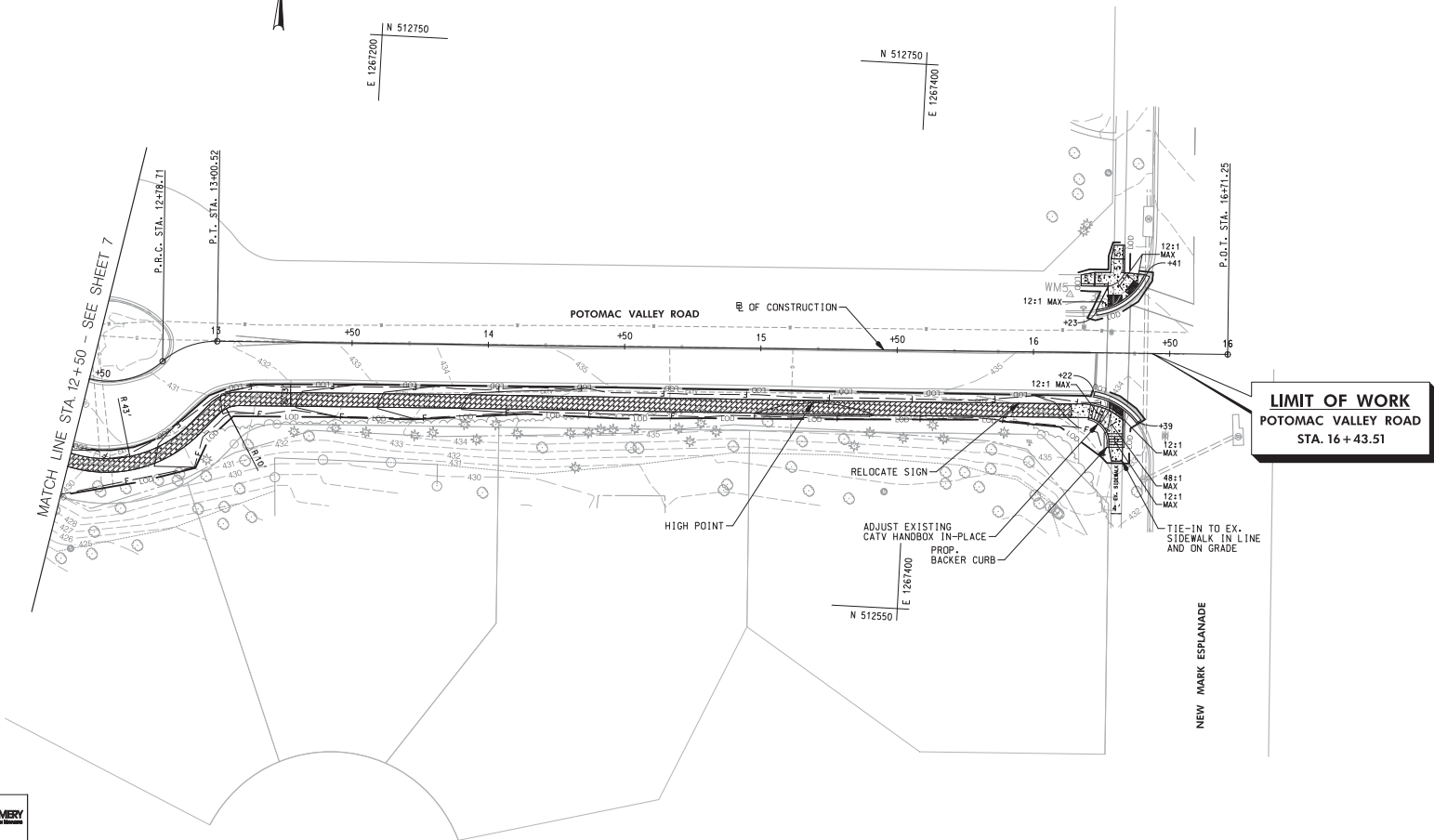
**WALLACE MONTGOMERY**  
 CIVIL ENGINEERING  
 1111 Rockville Pike, Suite 200  
 Rockville, MD 20850  
 (301) 761-1000  
 www.wallacemontgomery.com

BEFORE BEGINNING CONSTRUCTION  
 CONTACT  
 "MISS UTILITY"  
 WWW.MISSUTILITY.NET  
 OR  
 1-800-251-7777  
 24 HOURS  
 AT LEAST 48 HOURS  
 PRIOR TO CONSTRUCTION

 DEPARTMENT OF PUBLIC WORKS CITY OF <b>ROCKVILLE</b> 111 MARYLAND AVE. ROCKVILLE, MARYLAND	DESIGN PLAN APPROVAL _____ P.W.# XXXXX-XXXXX SCP# XXXXX-XXXXX REVIEWED BY _____ DMP# XXXXX-XXXXX DIRECTOR OF PUBLIC WORKS APPROVAL DATE _____		AS BUILT PLAN APPROVAL _____ CHIEF, CONSTRUCTION MANAGEMENT APPROVAL DATE _____		CIVIL PLAN POTOMAC VALLEY ROAD SIDEWALK EXTENSION Election District No. (4 or 9) City of Rockville, Maryland	DATE SUBMITTED: JANUARY 2025	SCALE 1"=20'	SHEET NO. 5 OF 16	FILE #																																																							
	APPROVAL OF REVISIONS AFTER INITIAL PLAN APPROVAL <table border="1"> <thead> <tr> <th>NO.</th> <th>DESCRIPTION OF REVISION</th> <th>P.E. INITIAL</th> <th>DATE</th> <th>DPW</th> <th>DATE</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>					NO.	DESCRIPTION OF REVISION	P.E. INITIAL	DATE	DPW	DATE																																																					
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SIDEWALK	
400 S.F.	4" CONCRETE SIDEWALK
1878 S.F.	POROUS FLEXIBLE PAVEMENT
40 S.F.	DETECTABLE WARNING SURFACE

CURB AND GUTTER	
11 L.F.	STANDARD TYPE 'A' CURB & GUTTER (MC-100.01)
32 L.F.	DEPRESSED CURB ENTRANCE (MC-102.01)
36 L.F.	TYPE 'A' CURB - ANY HEIGHT














UTILITIES	
1 EA.	ADJUST EXISTING HANDBOX

NOTES:

1. ALL DISTURBED AREA, AS SHOWN ON THE PLANS, SHALL BE STABILIZED BY THE END OF EACH WORK DAY USING NO. 57 STONE. NO AREA SHALL BE DISTURBED THAT CANNOT BE STABILIZED BY THE END OF EACH WORK DAY.
2. CROSSLAPK SHALL BE ALIGNED WITH THE PROPOSED CURB RAMP, AND THE EDGE OF PROPOSED CROSSLAPK MARKINGS SHALL ENCLOSE THE ENTIRE WIDTH OF THE CURB RAMP.
3. SIDEWALK WIDTH SHALL BE 5' MINIMUM, UNLESS OTHERWISE NOTED.
4. SLOPE FOR LANDING AREA SHALL BE 4:1 MAXIMUM IN ALL DIRECTIONS.
5. PROVIDE TREE TRIMMING FROM APPROX. 15-400 TO 16-25.

**LIMIT OF WORK**  
POTOMAC VALLEY ROAD  
STA. 16 + 43.51

### LEGEND

	4" CONCRETE SIDEWALK
	PROPOSED FULL DEPTH RECONSTRUCTION
	7-9" CONCRETE DRIVEWAY APRON
	PERVIOUS CONCRETE SIDEWALK
	POROUS FLEXIBLE PAVEMENT
	PROPOSED DETECTABLE WARNING SURFACE
	REMOVAL OF PAVEMENT
	PROPOSED CURB AND GUTTER
	EXISTING CURB AND GUTTER
	REMOVE TREE
	— L D — LIMIT OF DISTURBANCE
	— C — PROPOSED TOP OF CUT
	— F — PROPOSED TOE OF FILL



NO.	DESCRIPTION OF REVISION	P.E. INITIAL	DATE	DPW	DATE

APPROVAL OF REVISIONS AFTER INITIAL PLAN APPROVAL				
DATE SUBMITTED: JANUARY 2025	SCALE 1"=20'	SHEET		FILE
		NO. <u>7</u>		
IFB XX-XX		OF <u>16</u>		

2.7.1 THE PROJECT IS LOCATED IN POTOMAC VALLEY, MD, MONTGOMERY COUNTY, LATITUDE IS 39°07'27"N, LONGITUDE IS 77°09'55"W. 2.7.2 THE PROJECT IS LOCATED WITHIN THE POTOMAC RIVER MD, CROWNED LARVAE B-0407G AND THE C&N JOHN CREEK C&N WATERSHED 5-0407G #021402027, DATA PROVIDED FROM MONTGOMERY COUNTY GIS DATABASE, CREDIT: MDE, MD BAP. 2.7.3 THE ENHIVE STUDY AREA WITHIN PUBLIC RIGHT OF WAY OWNED BY MONTGOMERY COUNTY DEPARTMENT OF TRANSPORTATION, 4.00 WATER BODIES TRAVERSE THE PROJECT, HOWEVER, THE PROJECT DRAINS TO C&N JOHN CREEK AND AN UNNAMED TRIBUTARY TO WATTS BRANCH (BOTH USE CLASS -LP, DATA PROVIDED FROM MONTGOMERY COUNTY GIS DATABASE, CREDIT: MDE, MD BAP). 2.7.4 THE PROJECT IS NOT KNOWN TO HAVE A SPA OR PMA. 2.7.5 THERE ARE NO KNOWN PERENNIAL INTERMITTENT OR EPHEMERAL STREAMS WITHIN 50 FEET OF THE SUBJECT PROPERTY, THERE ARE NO WETLAND OR WETLAND BUFFERS WITHIN THE PROJECT AREA AS EVIDENCED BY THE MONTGOMERY COUNTY GIS DATABASE, CREDIT: MDE, MD BAP. 2.7.6 THE PROJECT SITE IS NOT ENCLOSED BY A 100 YEAR FLOODPLAIN, THE SUBJECT PROPERTY IS LOCATED ON FEMA FIRM MAP 240501033030, DATA PROVIDED FROM MONTGOMERY COUNTY GIS DATABASE, CREDIT: MDE, MD BAP. 8.0, NO PAIR, (THREATENED, OR ENDANGERED (ITE) SPECIES) WERE OBSERVED DURING SITE VISITS BY FLOYDA TEETER STAFF, A LETTER REQUESTING CONFORMATION FROM MARYLAND DEPARTMENT OF NATURAL RESOURCES (DAW) WILDLIFE AND HERITAGE DIVISION HAS BEEN SUBMITTED. 9.00 SLOPES 15% OR STEEPER ARE PRESENT WITHIN THE PROJECT LIMITS. 10.00 CULTURAL OR HISTORIC RESOURCES WERE IDENTIFIED DURING SITE VISITS AND HAS BEEN CONFIRMED THROUGH CONSULTING THE LOCAL/STATE ATLAS OF HISTORICAL RESOURCES ON MONTGOMERY COUNTY'S ONLINE DATA PORTAL AND CONFIRMED THAT THERE ARE NO KNOWN CULTURAL OR HISTORICAL RESOURCES LOCATED IN THE STUDY AREA, OR WITHIN 100 FEET THEREOF. 11.00 ANIMAL SPECIES OBSERVED IN SMALL TO MODERATE AMOUNTS WITHIN THE PROJECT AREA INCLUDE: ENGLISH SPY, PORCELAIN BIRD, FLYCATCHER. 12.00 FIELDWORK WAS CONDUCTED BY FLOYDA TEETER STAFF JULY 2021 AND AUGUST 2023 WITH OVERSIGHT FROM MEGAN MARTEL, ENHANCE LANDSCAPE ARCHITECT. TREE D.B.H. WAS MEASURED USING FORESTRY DAMPETER TAPE. 13.00 THERE ARE NO FOREST STANDS PRESENT WITHIN THE PROJECT LIMITS OF DISTURBANCE, EXISTING INDIVIDUAL TREES OBSERVED DURING SITE VISITS DID NOT QUALIFY AS A CHAMPION OR 75% SIZE OF CURRENT STATE CHAMPION.

RECEIVED 1998

may provide additional direction based on the conditions, unknown circumstances, or approved revision.

4. **Assessment** has been carried out by the project and you can provide evidence to demonstrate the following:  
 a) **Assessment** is conducted, the remedial is appropriate to following a Market Based Health Index of Application  
 b) **Assessment** is conducted and adequate action prioritisation measures taken with the following objectives: remedial  
 c) **Assessment** is conducted and adequate action prioritisation measures taken with the following objectives: remedial  
 d) **Assessment** is conducted and adequate action prioritisation measures taken with the following objectives: remedial  
 e) **Assessment** is conducted and adequate action prioritisation measures taken with the following objectives: remedial  
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 w) **Assessment** is conducted and adequate action prioritisation measures taken with the following objectives: remedial  
 x) **Assessment** is conducted and adequate action prioritisation measures taken with the following objectives: remedial  
 y) **Assessment** is conducted and adequate action prioritisation measures taken with the following objectives: remedial  
 z) **Assessment** is conducted and adequate action prioritisation measures taken with the following objectives: remedial

2. If a prelisting meeting is required before installation of landscaping, afforestation, or reforestation, the applicant must schedule an in-office prelisting meeting with the City Forestry Inspector. Attendees must include the Forester, Wildlife Commission, and Forestry Supervisor. Fees and details shall conform to the current edition of the American Standard for Nursery Stock (ANSI Z60.1).

- [illegible]

- [illegible]

3. When an organic matter content between 4 and 6%.

- [illegible]

inspections, the inspection must include the following, landscape contractor and monthly inspection. The maintenance and warranty period will begin with the 72 calendar inspection has accepted all plantings.

Rules will be required to plant quality and proper planting in accordance with City specifications and nursery standards. Once the maintenance period has begun, the applicant is responsible for maintaining plant health in accordance with the Urban Waters and Maintenance Agreement.

Monthly inspections will be conducted throughout the warranty period and the applicant will be notified in writing when corrective measures are required. Failure to complete the corrective measures by the given date may result in fees being assessed, penalties assessed or suspension of warranty period or other punitive measures.

- 8. Each maintenance task includes an activity, but not necessarily by themselves:
  - a. Identify existing water use in buildings and various measures to save. Determine the % of 'excess' water (20 gal./sq. ft.) (accumulated during natural rainfall) available for weekly watering.
  - b. Create a watering schedule to maintain the maintenance plan as necessary.
  - c. Watering is required by law.
  - d. Timing of watering, lightening of watering, watering of plants to prevent water or drought problem.
  - e. Watering and applying products to other plants to prevent damage from insects and disease.
  - f. Insufficient watering can cause plants to die. Insufficient watering can cause, as symptoms, destruction or destruction of the watering system.
  - g. Insufficient watering of plants and trees, limited damage caused by the plant (or) (insufficient watering) can be followed by the production of water (or) (insufficient watering) of lower quality water.
- 9. Identify, measure and control water use and measure plant species during the maintenance plan for the satisfaction of the city (or) (insufficient watering).
- 10. Insufficient watering of plants to prevent any additional damage.
- 11. Insufficient watering of plants to prevent any additional damage.
- 12. Insufficient watering of plants to prevent any additional damage.

5. The City of Honolulu estimates a total of 10 million and a quarter pounds for certain activities on the City's website. The State of Maryland estimates a revenue gain of \$1. The Honolulu Chair, *Honolulu and Tourism Management Plan to the City of Honolulu* (Honolulu: Honolulu and Tourism Management, 2008), 10.

- a. Narrative analysis plan including the features, types, and content of raw textual and numerical observations to be collected.
  - b. Narrative treatment measures and methods of content by patient type.
  - c. Timing and frequency of measures by patient type.
  - d. Plan for coding and/or planning follow-up management/evaluation treatment.
  - e. Proposed update type and location for including narrative application verification updates.
  - f. Proposed timeline for completion of the study.
4. Information is impossible for complying with EMT, PRA, and other government agency regulation as well as obtaining group provides have their respective approvals. The primary investigator must be notified 48 hours in advance prior to commencing any use of treatment.
5. The research teaming will perform periodic assessments of the association and improve treatments throughout the learning and implementation period. The association will be required to conduct prior of treatment.

SOILS CHART									
STIMULS	NAME	SLOPE	# Factor	HYDROLOGIC	MINERAL CAPABILITY	BIOMAT PROBABILITY	COMMENTS	PHASE APPLICABLE	DEFINITION
26	Clayey silt-loam	1-5%	0.21	8	low	Yes	very strong, wet, drained soils on uplands	Yes	No
27	Clayey silt-loam	0-1%	0.21	8	low	No	very strong, wet, drained soils on uplands	Yes	No

EXISTING TREE IMPACT CHART					
NO.	COMMON NAME	SCIENTIFIC NAME	DBH (Inches)	CONDITION	CANOPY AREA (SF)
1-01	Black locust	<i>Robinia pseudoacacia</i>	13.3	Good	1,258
1-02	Sourwood	<i>Acer negundo</i>	10	Good	707
<b>TOTAL AREA OF TREE REMOVAL</b>					<b>1,965</b>
CANOPY AREA CALCULATED AT A RADIUS OF 1.5' X DBH					

Page 5 of 8

Page 5 of 8


THE FOLLOWING EXEMPTION IS BEING REQUESTED:

STATE FOREST CONSERVATION TECHNICAL MANUAL SECTION 4.1 STATES LINEAR PROJECTS SUCH AS THIS ARE EXEMPT FROM THE REQUIREMENT TO PREPARE A FOREST CONSERVATION PLAN AS:

THE PROPOSED DISTURBANCE AREA IS LESS THAN 40 FEET WIDE AND 120,000 SQUARE FEET IN AREA AND NO PRIORITY FOREST OR PRIORITY RETENTION AREAS ARE DISTURBED

NO SPECIMEN TREES, CHAMPION TREES, OR TREES WITHIN 75% OF DBH SIZE OF A STATE RECORDED CHAMPION TREE WILL BE IMPACTED BY CONSTRUCTION OF THIS PROJECT

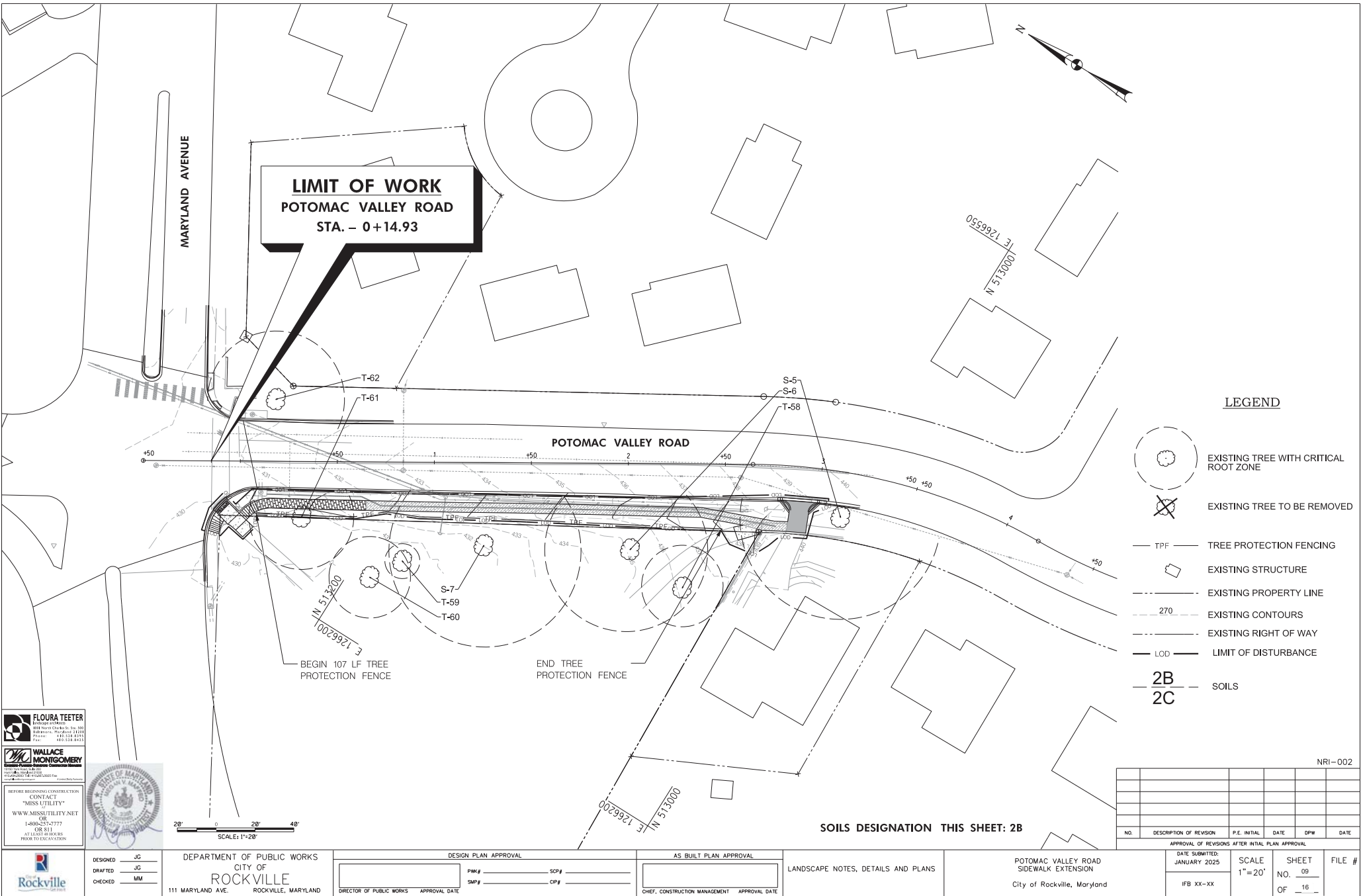
IN ORDER TO CONSTRUCT THE SIDEWALK IMPROVEMENTS, A TOTAL OF 2 INDIVIDUAL TREES HAVE BEEN IDENTIFIED FOR REMOVAL WITHIN THE LIMIT OF DISTURBANCE. THE CALCULATED CANOPY AREA OF IMPACTED TREES TOTALS 1,995 SF, AS SHOWN IN THE EXISTING TREE IMPACT CHART ON THIS SHEET.

	<table><tr><td>DESIGNED</td><td><u>JG</u></td></tr><tr><td>DRAFTED</td><td><u>JG</u></td></tr><tr><td>CHECKED</td><td><u>MM</u></td></tr></table>	DESIGNED	<u>JG</u>	DRAFTED	<u>JG</u>	CHECKED	<u>MM</u>	<div>DEPARTMENT OF PUBLIC WORKS CITY OF <b>ROCKVILLE</b> 111 MARYLAND AVE.      ROCKVILLE, MARYLAND</div>
DESIGNED	<u>JG</u>							
DRAFTED	<u>JG</u>							
CHECKED	<u>MM</u>							

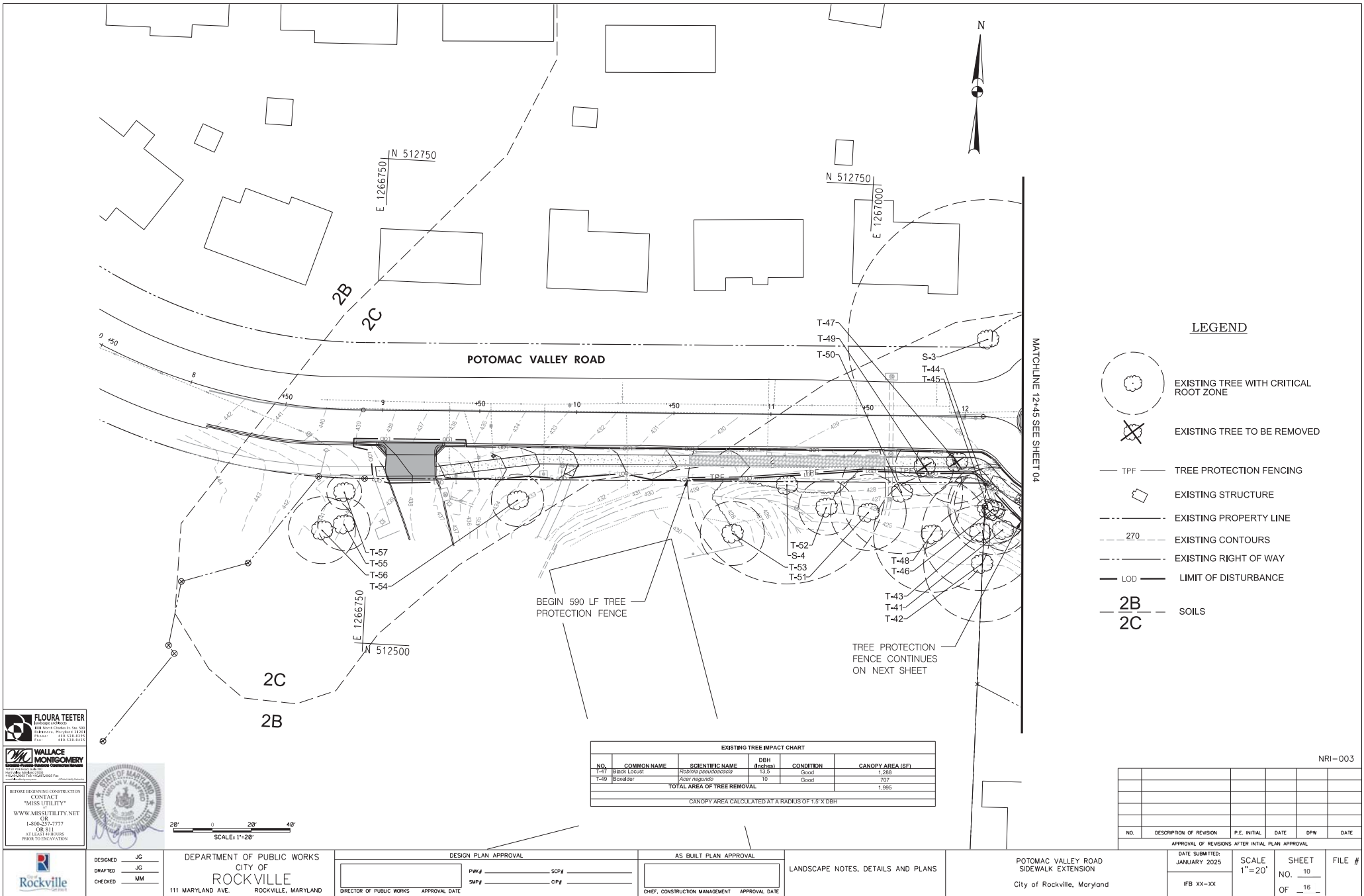
DESIGN PLAN APPROVAL		AS BUILT PLAN APPROVAL	
<div style="border: 1px solid black; height: 40px; width: 100%;"></div>	PWK # _____ SCP # _____ SMP # _____ CIP # _____	<div style="border: 1px solid black; height: 40px; width: 100%;"></div>	_____ _____
	DIRECTOR OF PUBLIC WORKS      APPROVAL DATE		CHIEF, CONSTRUCTION MANAGEMENT      APPROVAL DATE

LANDSCAPE NOTES, DETAILS AND PLANS

POTOMAC VALLEY ROAD  
SIDEWALK EXTENSION  
City of Rockville, Maryland





LEGEND

- EXISTING TREE WITH CRITICAL ROOT ZONE
- EXISTING TREE TO BE REMOVED
- TPF TREE PROTECTION FENCING
- EXISTING STRUCTURE
- EXISTING PROPERTY LINE
- 270 EXISTING CONTOURS
- EXISTING RIGHT OF WAY
- LOD LIMIT OF DISTURBANCE
- 2B 2C SOILS

EXISTING TREE IMPACT CHART					
NO.	COMMON NAME	SCIENTIFIC NAME	DBH (Inches)	CONDITION	CANOPY AREA (SF)
T-47	Black Locust	<i>Rhodopa pseudocarpus</i>	13.5	Good	1,288
T-48	Boxelder	<i>Acer negundo</i>	10	Good	707
TOTAL AREA OF TREE REMOVAL					1,995
CANOPY AREA CALCULATED AT A RADIUS OF 1.5' X DBH					

NRI-003

NO.	DESCRIPTION OF REVISION	P.E. INITIAL	DATE	DPW	DATE

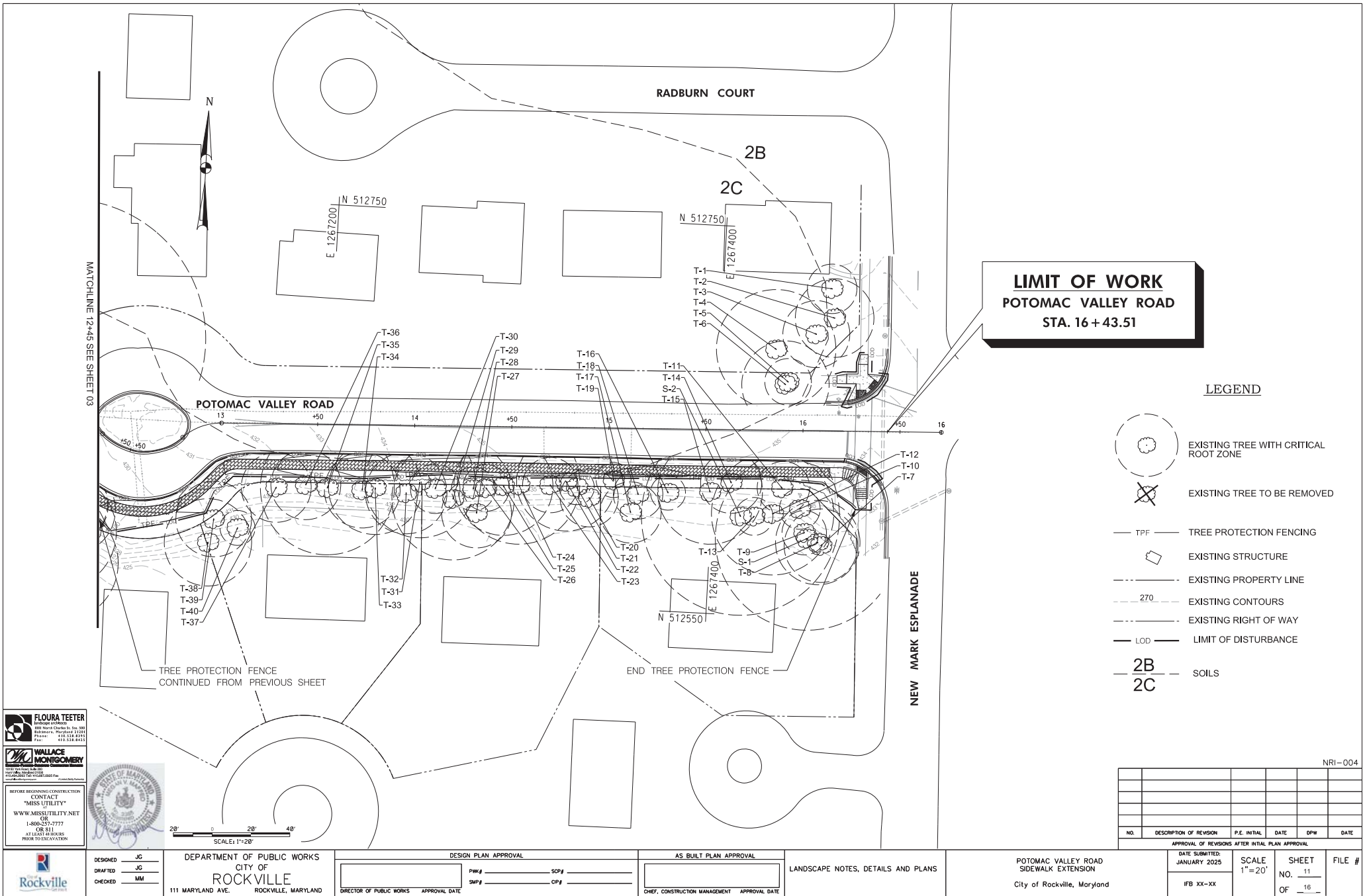
**FLOURA TEETER**  
Principal Engineer  
100 North Charles St., Ste. 200  
Baltimore, Maryland 21201  
Phone: 410-528-8455  
Fax: 410-528-8455

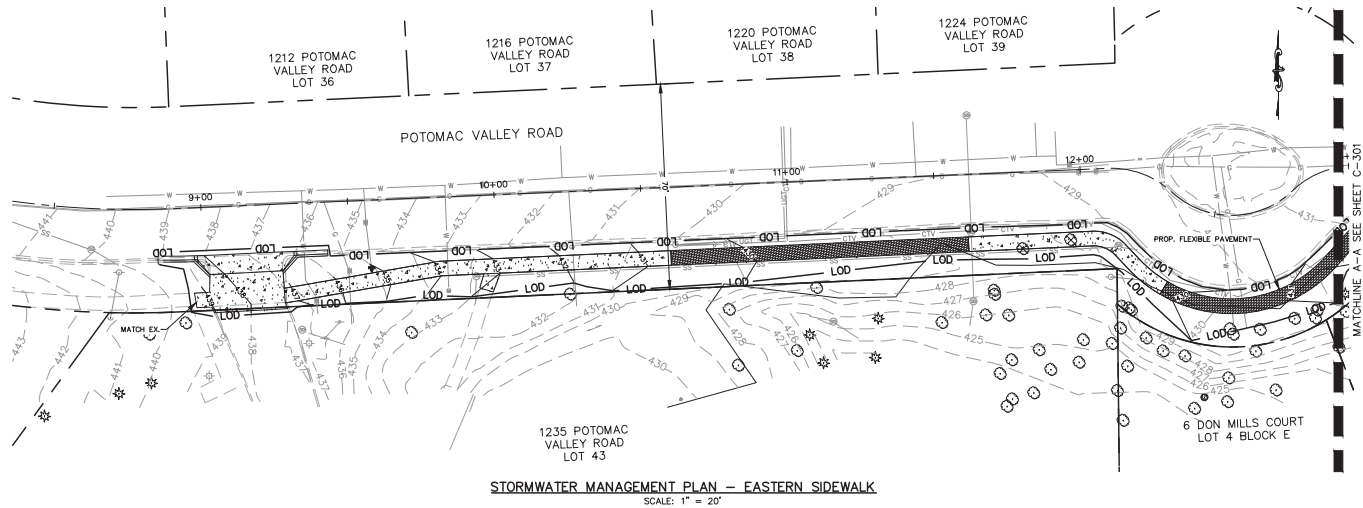
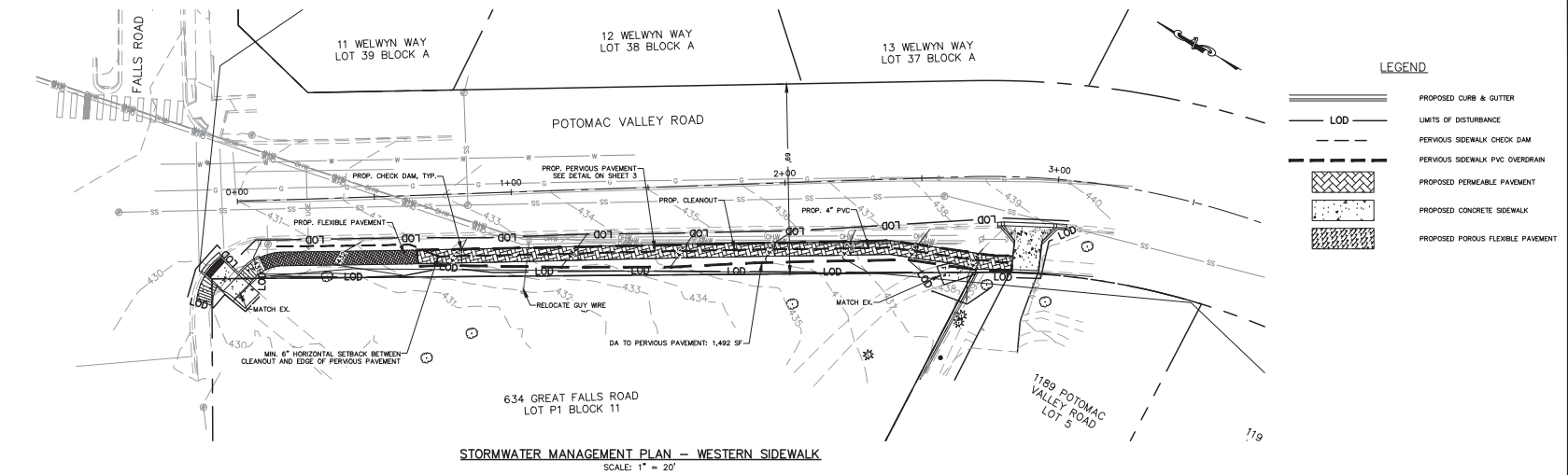
**WALLACE MONTGOMERY**  
Principal Engineer  
100 North Charles St., Ste. 200  
Baltimore, Maryland 21201  
Phone: 410-528-8455  
Fax: 410-528-8455

BEFORE BEGINNING CONSTRUCTION  
CONTACT  
"MISS UTILITY"  
WWW.MISSUTILITY.NET  
OR  
1-800-251-7777  
FOR ALL  
AT LEAST 48 HOURS  
PRIOR TO CONSTRUCTION



	DESIGNED: JG	DEPARTMENT OF PUBLIC WORKS		DESIGN PLAN APPROVAL		AS BUILT PLAN APPROVAL		LANDSCAPE NOTES, DETAILS AND PLANS	POTOMAC VALLEY ROAD SIDEWALK EXTENSION City of Rockville, Maryland	DATE SUBMITTED: JANUARY 2025	SCALE 1"=20'	SHEET NO. 10 OF 16	FILE #
	DRAFTED: JG	CITY OF ROCKVILLE		PWW# _____ SCP# _____		_____							
	CHECKED: MM	111 MARYLAND AVE. ROCKVILLE, MARYLAND		SMF# _____ CIP# _____		_____							
		DIRECTOR OF PUBLIC WORKS		APPROVAL DATE		CHIEF, CONSTRUCTION MANAGEMENT		APPROVAL DATE					





**PROFESSIONAL CERTIFICATION:**  
I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed Professional Engineer under the laws of the State of Maryland, License No. 31188, Expiration Date: 1/27/2027.

JASON AZAR  
NAME

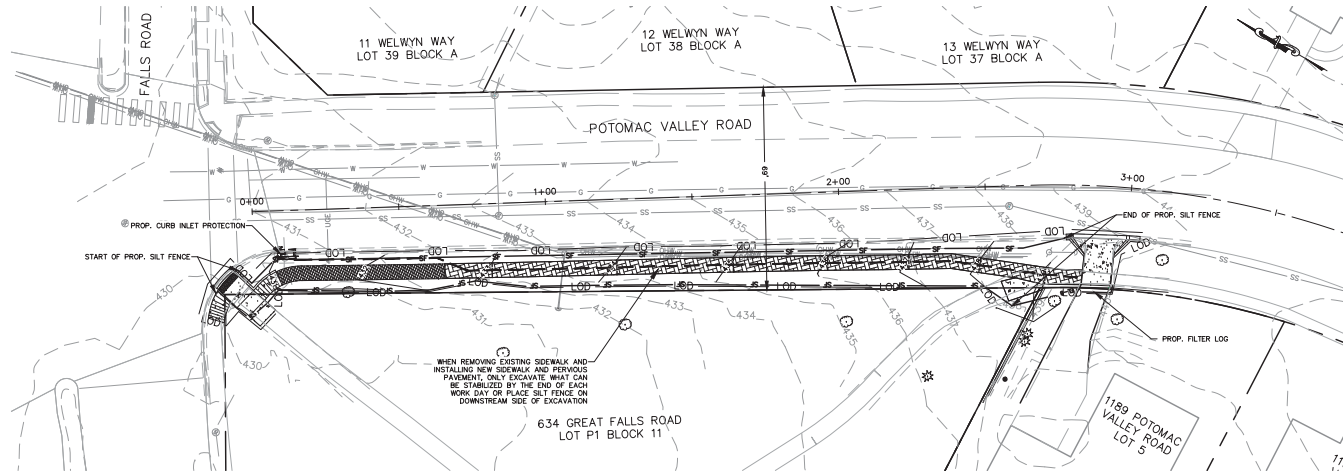


APPROVAL OF REVISIONS AFTER INITIAL PLAN APPROVAL				
NO.	DESCRIPTION OF REVISION	P.E. INITIAL	DATE	DATE

 DEPARTMENT OF PUBLIC WORKS CITY OF <b>ROCKVILLE</b> 111 MARYLAND AVE. ROCKVILLE, MARYLAND	DESIGNED <u>SL</u> DRAFTED <u>MS</u> CHECKED <u>JA</u>	DESIGN PLAN APPROVAL _____ P.W.# _____ S.O.P.# _____ S.M.P.# _____ REVIEWED BY _____ DIRECTOR OF PUBLIC WORKS APPROVAL DATE _____	AS BUILT PLAN APPROVAL _____ CHIEF, CONSTRUCTION MANAGEMENT APPROVAL DATE _____	STORMWATER MANAGEMENT PLAN	POTOMAC VALLEY ROAD SIDEWALK EXTENSION Election District No. 4 City of Rockville, Maryland	DATE SUBMITTED: FEBRUARY 2025	SCALE 1"=20'	SHEET NO. 12 OF 16	FILE #
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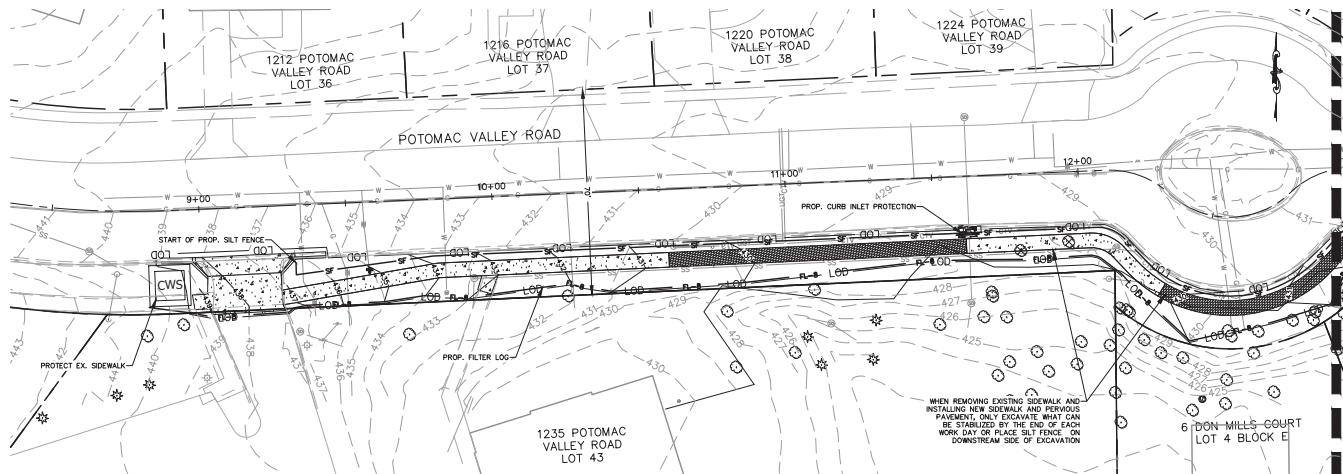
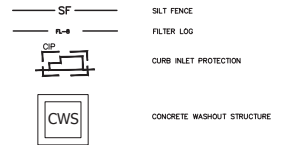


SOIL BOUNDARY NOTE:  
ALL SOIL WITHIN THE  
SHOWN AREA IS  
GLENELG SILT LOAM  
(HSG "B")



EROSION AND SEDIMENT CONTROL PLAN  
SCALE: 1" = 20'

# LEGEND



EROSION AND SEDIMENT CONTROL PLAN  
SCALE: 1" = 20'

THIS PLAN IS FOR EROSION  
AND SEDIMENT CONTROL ONLY



PROFESSIONAL CERTIFICATION:  
I hereby certify that these documents  
were prepared or approved by me, and  
that I am a duly licensed Professional  
Engineer under the laws of the State  
of Maryland, License No. 30188  
Expiration Date: 1/27/2027

JASON AZAR  
NAME



NO.	DESCRIPTION OF REVISION	P.E. INITIAL	DATE	OPW	DATE

APPROVAL OF REVISIONS AFTER INITIAL PLAN APPROVAL

DATE SUBMITTED:	SCALE	SHEET	FILE #
FEBRUARY 2025	1"=20'	NO. 14	
		OF 16	

DEPARTMENT OF PUBLIC WORKS  
CITY OF  
ROCKVILLE  
111 MARYLAND AVE. ROCKVILLE, MARYLAND

DESIGNED: SL  
DRAFTED: MS  
CHECKED: JA

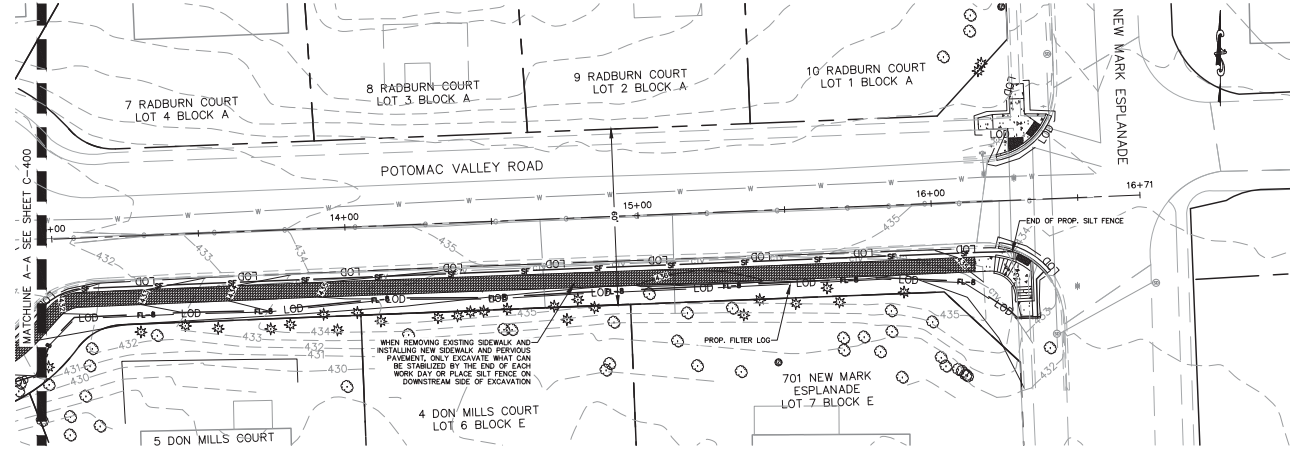
DESIGN PLAN APPROVAL  
P.W.#      S.O.P.#  
S.M.P.#      REVIEWED BY: \*  
DIRECTOR OF PUBLIC WORKS      APPROVAL DATE:     

AS BUILT PLAN APPROVAL  
CHIEF, CONSTRUCTION MANAGEMENT      APPROVAL DATE:     

EROSION & SEDIMENT  
CONTROL PLAN

POTOMAC VALLEY ROAD  
SIDEWALK EXTENSION  
Election District No. 4      City of Rockville, Maryland

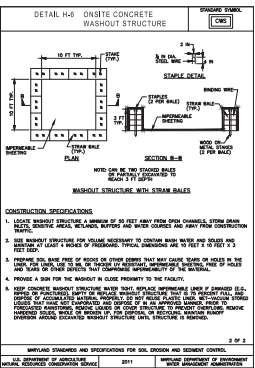
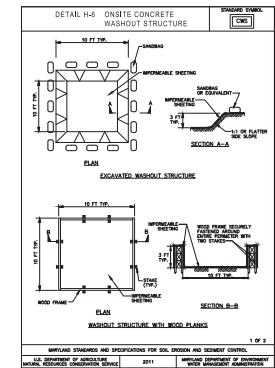
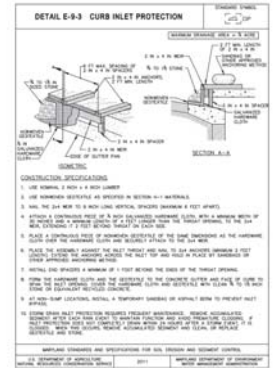
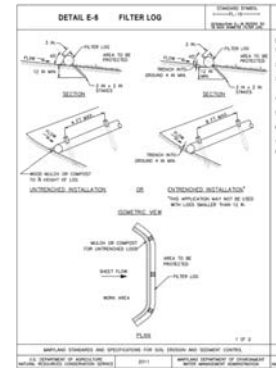
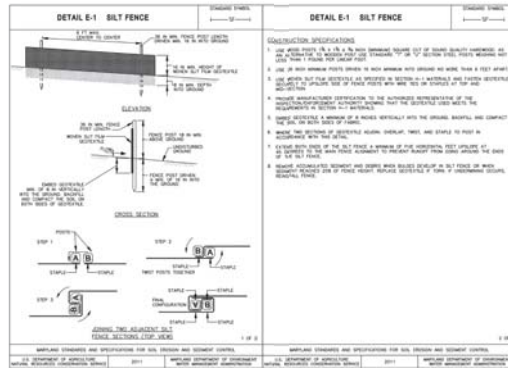
SOIL BOUNDARY NOTE:  
ALL SOIL WITHIN THE  
SHOWN AREA IS  
GLENELG SILT LOAM  
(HSG "B")



**EROSION AND SEDIMENT CONTROL PLAN**  
SCALE: 1" = 20'

**LEGEND**

- SF SILT FENCE
- FL-F FILTER LOG
- CP CURB INLET PROTECTION



THIS PLAN IS FOR EROSION  
AND SEDIMENT CONTROL ONLY

**CLARK & ASSOCIATES**  
Clark & Associates, Inc.  
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Rockville, MD 20854  
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Fax: 301-584-1112  
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**WALLACE MONTGOMERY**  
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Fax: 301-584-1112  
www.wallacemontgomery.com

BEFORE BEGINNING CONSTRUCTION  
CONTACT  
"MISS UTILITY"  
WWW.MISSUTILITY.NET  
OR  
1-800-251-7777  
OR 811  
AT LEAST 48 HOURS  
PRIOR TO EXCAVATION

<b>DEPARTMENT OF PUBLIC WORKS</b> <b>CITY OF ROCKVILLE</b> 111 MARYLAND AVE. ROCKVILLE, MARYLAND		DESIGNED: SL DRAFTED: MS CHECKED: JA	DESIGN PLAN APPROVAL P.W.# _____ S.O.P.# _____ D.M.P.# _____ REVIEWED BY: _____ DIRECTOR OF PUBLIC WORKS APPROVAL DATE: _____	AS BUILT PLAN APPROVAL CHIEF, CONSTRUCTION MANAGEMENT APPROVAL DATE: _____	<b>EROSION &amp; SEDIMENT CONTROL PLAN</b>	<b>POTOMAC VALLEY ROAD SIDEWALK EXTENSION</b> Election District No. 4 City of Rockville, Maryland	DATE SUBMITTED: FEBRUARY 2025 SCALE: 1"=20' SHEET NO. 15 OF 16	FILE #
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EROSION AND SEDIMENT CONTROL NOTES: (NOV 2016)

1. THE APPLICANT MUST OBTAIN INSPECTION AND APPROVAL BY THE CITY OF ROCKVILLE DEPARTMENT OF PUBLIC WORKS (DPW) AT THE FOLLOWING POINTS:
- A. AT THE REQUIRED PRECONSTRUCTION MEETINGS.
- B. FOLLOWING INSTALLATION OF SEDIMENT CONTROL MEASURES AND PRIOR TO ANY OTHER LAND DISTURBANCE ACTIVITY.
- C. DURING THE INSTALLATION OF SEDIMENT BASIN OR STORMWATER MANAGEMENT STRUCTURE AT THE DISTURBED INSPECTION POINTS (SEE INSPECTION CHECKLIST ON PLAN). NOTIFICATION PRIOR TO COMMENCING CONSTRUCTION IS MANDATORY.
- D. PRIOR TO REMOVAL OR MODIFICATION OF ANY SEDIMENT CONTROL DEVICES.
- E. PRIOR TO FINAL ACCEPTANCE.
2. ALL EROSION CONTROL MEASURES ARE TO BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH APPLICABLE PUBLISHED STANDARDS AND SPECIFICATIONS AND THE MOST CURRENT "MARYLAND STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL."
3. THE APPLICANT SHALL CONSTRUCT ALL EROSION AND SEDIMENT CONTROL MEASURES PER THE APPROVED PLAN AND CONSTRUCTION SEQUENCE. SHALL HAVE THEM INSPECTED AND APPROVED BY DPW PRIOR TO BEGINNING ANY OTHER LAND DISTURBANCES. SHALL ENSURE THAT ALL RUNOFF FROM DISTURBED AREAS IS DIRECTED TO THE SEDIMENT CONTROL DEVICES AND SHALL NOT REMOVE ANY EROSION OR SEDIMENT CONTROL MEASURES WITHOUT PRIOR PERMISSION FROM DPW.
4. ANY REQUEST FOR CHANGES TO THE APPROVED SEDIMENT CONTROL PLAN OR SEQUENCE OF CONSTRUCTION MUST BE SUBMITTED TO THE DPW SEDIMENT CONTROL INSPECTOR AND APPROVED BEFORE IMPLEMENTING CHANGES. MAJOR CHANGES WILL REQUIRE A PLAN REVISION.
5. THE APPLICANT SHALL PROTECT ALL POINTS OF CONSTRUCTION INGRESS AND EGRESS TO PREVENT THE DEPOSITION OF MATERIALS ONTO TRAVELLED PUBLIC THROUGHDWARE(S). ALL MATERIALS DEPOSITED ONTO PUBLIC THROUGHDWARE(S) SHALL BE REMOVED IMMEDIATELY.
6. THE APPLICANT SHALL INSPECT DAILY AND MAINTAIN CONTINUOUSLY IN EFFECTIVE OPERATING CONDITION ALL EROSION AND SEDIMENT CONTROL MEASURES UNTIL SUCH TIME AS THEY ARE REMOVED WITH PRIOR PERMISSION FROM THE DPW SEDIMENT CONTROL INSPECTOR.
7. ALL SEDIMENT BASINS, TRAP EMBANKMENTS, SNALES, PERIMETER DIKES AND PERMANENT SLOPES STEEPER OR EQUAL TO 3:1 SHALL BE STABILIZED WITH SOD, SEED AND ANCHORED STRAW MULCH OR OTHER APPROVED STABILIZATION MEASURES. WITHIN SEVEN CALENDAR DAYS OF ESTABLISHMENT, ALL AREAS DISTURBED OUTSIDE OF THE PERIMETER SEDIMENT CONTROL SYSTEM MUST BE VEGETATED AND STABILIZED IMMEDIATELY. MAINTENANCE MUST BE PERFORMED AS NECESSARY TO ENSURE CONTINUED STABILIZATION. RE-STABILIZATION OR OVERSEEDING WILL BE REQUIRED, IF NECESSARY.
8. THE APPLICANT SHALL APPLY SOD, SEED AND ANCHORED STRAW MULCH, OR OTHER APPROVED STABILIZATION MEASURES TO ALL DISTURBED AREAS WITHIN SEVEN (7) CALENDAR DAYS AFTER STRIPPING AND GRADING ACTIVITIES HAVE CEASED ON THAT AREA. MAINTENANCE SHALL BE PERFORMED AS NECESSARY TO ENSURE CONTINUED STABILIZATION. OTHER ACTIVE CONSTRUCTION AREAS THAT ARE NOT BEING ACTIVELY GRADED (I.E., ROUTES FOR CONSTRUCTION VEHICLES WITHIN A SITE) MAY BE REQUIRED TO BE STABILIZED AT THE DISCRETION OF THE INSPECTOR. STOCKPILES, WHICH HAVE NOT BEEN USED FOR SEVEN (7) CALENDAR DATES SHALL BE STABILIZED THROUGH THE APPLICATION OF SOD, SEED, AND ANCHORED STRAW MULCH, OR OTHER APPROVED STABILIZATION METHODS.
9. PRIOR TO REMOVAL OF SEDIMENT CONTROL MEASURES, THE APPLICANT SHALL STABILIZE ALL CONTRIBUTORY DISTURBED AREA USING SOD OR AN APPROVED PERMANENT SEED MIXTURE WITH REQUIRED SOIL AMENDMENTS AND AN APPROVED ANCHORED MULCH. WOOD FIBER MULCH MAY ONLY BE USED IN SEEDING SEASON TO PROMOTE SHEET FLOW DRAINAGE. AREAS BROUGHT TO FINISHED GRADE DURING THE SEEDING SEASON SHALL BE PERMANENTLY STABILIZED WITHIN SEVEN (7) CALENDAR DAYS OF ESTABLISHMENT. WHEN PROPERTY IS BROUGHT TO FINISHED GRADE DURING THE MONTHS OF NOVEMBER THROUGH FEBRUARY, AND PERMANENT STABILIZATION IS FOUND TO BE IMPRACTICAL, APPROVED TEMPORARY SEED AND STRAW ANCHORED MULCH SHALL BE APPLIED TO DISTURBED AREAS. THE FINAL PERMANENT STABILIZATION OF SUCH PROPERTY SHALL BE COMPLETED PRIOR TO THE FOLLOWING APRIL 15.
10. THE SITE WORK, MATERIALS, APPROVED SEDIMENT CONTROL AND STORMWATER MANAGEMENT PLANS, AND ANY REQUIRED TEST REPORTS SHALL BE AVAILABLE, AT THE SITE FOR INSPECTION BY DULY AUTHORIZED OFFICIALS OF THE CITY OF ROCKVILLE.
11. SURFACE DRAINAGE FLOWS OVER UNSTABILIZED CUT AND FILL SLOPES SHALL BE CONTROLLED BY EITHER PREVENTING DRAINAGE FLOWS FROM TRAVERSING THE SLOPES OR BY INSTALLING MECHANICAL DEVICES TO LOWER THE WATER DOWNSLOPE WITHOUT CAUSING EROSION. DIKES SHALL BE INSTALLED AND MAINTAINED AT THE TOP OF CUT OR FILL SLOPES UNTIL THE SLOPE AND DRAINAGE AREA TO IT ARE FULLY STABILIZED, AT WHICH TIME THEY MUST BE REMOVED AND FINAL GRADING DONE TO PROMOTE SHEET FLOW DRAINAGE. MECHANICAL DEVICES MUST BE PROVIDED AT POINTS OF CONCENTRATED FLOW WHERE EROSION IS LIKELY TO OCCUR.
12. PERMANENT SNALES OR OTHER POINTS OF CONCENTRATED WATER FLOW SHALL BE STABILIZED WITH SOD OR SEED WITH APPROVED EROSION CONTROL MATTING OR BY OTHER APPROVED STABILIZATION MEASURES.
13. TEMPORARY SEDIMENT CONTROL DEVICES SHALL BE REMOVED, WITH PERMISSION OF DPW, WITHIN 30 CALENDAR DAYS FOLLOWING ESTABLISHMENT OF PERMANENT STABILIZATION IN ALL CONTRIBUTORY DRAINAGE AREAS. IF ESTABLISHMENT IS NOT FULL AND UNIFORM AS DETERMINED BY THE DPW SEDIMENT CONTROL INSPECTOR, OVERSEEDING WILL BE REQUIRED. STORMWATER MANAGEMENT STRUCTURES USED TEMPORARILY FOR SEDIMENT CONTROL SHALL BE CONVERTED TO THE PERMANENT CONFIGURATION WITHIN THIS TIME PERIOD AS WELL.
14. NO PERMANENT CUT OR FILL SLOPE WITH A GRADIENT STEEPER THAN 3:1 WILL BE PERMITTED IN LAWN MAINTENANCE AREAS. A SLOPE GRADIENT OF UP TO 2:1 WILL BE PERMITTED IN AREAS THAT ARE NOT TO BE MAINTAINED PROVIDED THAT THOSE AREAS ARE INDICATED ON THE EROSION AND SEDIMENT CONTROL PLAN WITH A LOW-MAINTENANCE GROUND COVER SPECIFIED FOR PERMANENT STABILIZATION. SLOPE GRADIENT STEEPER THAN 2:1 WILL NOT BE PERMITTED WITH VEGETATIVE STABILIZATION.
15. THE APPLICANT SHALL INSTALL A SPLASH BLOCK AT THE BOTTOM OF EACH DOWNSPOUT UNLESS THE DOWNSPOUT IS CONNECTED BY A DRAIN LINE TO AN ACCEPTABLE OUTLET.
16. ALL WATER PUMPED FROM AN EXCAVATION DURING CONSTRUCTION SHALL BE PUMPED EITHER TO SEDIMENT TANKS AND/OR SEDIMENT TRAPS. NO WATER WILL BE PUMPED TO THE STORM DRAIN SYSTEM OR SNALE. DE-WATERING SHALL BE PERFORMED IN ACCORDANCE WITH THE MOST CURRENT MARYLAND STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL.
17. FOR FINISHED GRADING, THE APPLICANT SHALL PROVIDE ADEQUATE DRAINAGE SLOPES SO AS TO: (1) PREVENT WATER FROM STANDING ON THE SURFACE OF LANS MORE THAN 24 HOURS AFTER THE END OF A RAINFALL, EXCEPT IN DESIGNATED DRAINAGE COURSES AND SNALE FLOW AREAS WHICH MAY DRAIN AS LONG AS 48 HOURS AFTER THE END OF A RAINFALL, AND (2) PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDING FOUNDATIONS OR OPENINGS.
18. SEDIMENT TRAPS OR BASINS ARE NOT PERMITTED WITHIN 20-FEET OF A BUILDING, WHICH EXISTS OR IS UNDER CONSTRUCTION. NO BUILDING MAY BE CONSTRUCTED WITHIN 20-FEET OF A SEDIMENT TRAP OR BASIN.
19. ALL INLET IN NON-SUMP AREAS SHALL HAVE ASPHALT BERMS INSTALLED AT THE TIME OF BASE PAVING TO DIRECT RUNOFF TO INLETS.
20. THE DPW SEDIMENT CONTROL INSPECTOR HAS THE OPTION OF REQUIRING ADDITIONAL SEDIMENT CONTROL MEASURES, IF DEEMED NECESSARY.
21. ALL TRAP ELEVATIONS ARE RELATIVE TO THE OUTLET ELEVATION, WHICH MUST BE ON EXISTING UNDISTURBED GROUND.
22. NO CONSTRUCTION VEHICLES SHALL BE DRIVEN WITHIN THE FOOTPRINT OF THE PERMEABLE PAVEMENT. CONTRACTOR TO STABILIZE PERMEABLE PAVEMENT AREAS AT THE END OF EACH WORK DAY.

23. VEGETATIVE STABILIZATION SHALL BE PERFORMED IN ACCORDANCE WITH THE MOST CURRENT MARYLAND STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL.
24. TEMPORARY SEDIMENT TRAPS(S) SHALL BE CLEANED OUT AND RESTORED TO THE ORIGINAL DIMENSIONS WHEN SEDIMENT HAS ACCUMULATED TO A POINT ONE-HALF THE DEPTH BETWEEN THE OUTLET GRESS AND THE BOTTOM OF THE TRAP.
25. SEDIMENT REMOVED FROM TRAPS SHALL BE PLACED AND STABILIZED IN APPROVED AREAS IN SUCH A MANNER THAT IT DOES NOT FLOOD EXISTING OR PROPOSED STORM DRAINAGE SYSTEMS OR AREAS ALREADY STABILIZED. SEDIMENT SHALL NOT BE PLACED WITHIN A FLOOD PLAIN OR WETLAND PLAIN OR WETLAND.
26. ALL SEDIMENT BASINS AND TRAPS MUST BE SURROUNDED WITH A WELDED WIRE SAFETY FENCE. THE FENCE MUST BE AT LEAST 42-INCHES HIGH, HAVE POSTS SPACED NO FARTHER APART THAN EIGHT-FEET, HAVE MESH OPENINGS NO GREATER THAN TWO-INCHES IN WIDTH AND FOUR-INCHES IN HEIGHT WITH A MINIMUM OF 14 GAUGE WIRE. SAFETY FENCE MUST BE MAINTAINED IN GOOD CONDITION AT ALL TIMES.
27. OFF-SITE SPILL OR BORROW AREAS MUST HAVE APPROVED SEDIMENT CONTROL PLANS.
28. PROTECT ALL TREES TO BE PRESERVED DURING CONSTRUCTION IN ACCORDANCE WITH THE APPROVED FOREST CONSERVATION PLAN.
29. THE APPLICANT IS RESPONSIBLE FOR ALL ACTIONS OF CONTRACTOR AND SUBCONTRACTORS, INCLUDING REPAIRING DAMAGE TO SEDIMENT CONTROL DEVICES AND EXISTING INFRASTRUCTURE.
30. THE APPLICANT SHALL COMPLY WITH ALL PROVISIONS OF THE MPDES CONSTRUCTION DISCHARGE PERMIT. A COPY OF THE PERMIT AND ALL REQUIRED REPORTS SHALL BE AVAILABLE ON SITE AT ALL TIMES.

GEOTECHNICAL NOTES: (NOV 2016)

1. THE APPLICANT SHALL BE RESPONSIBLE FOR ALL SUBGRADE INSPECTION AND SOIL COMPACTION TESTING ASSOCIATED WITH ANY WORK WITHIN A CITY RIGHT-OF-WAY, PRIVATE PROPERTY SUBJECT TO A PUBLIC ACCESS EASEMENT, OR PRIVATE PROPERTY SUBJECT FOR PUBLIC UTILITIES OR PUBLIC IMPROVEMENTS AND/OR ANY WORK ASSOCIATED WITH A SEDIMENT CONTROL FACILITY, OR STORMWATER MANAGEMENT PRACTICE. THIS WORK SHALL BE COMPLETED BY OR UNDER THE SUPERVISION OF A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF MARYLAND. FOR THE PURPOSES OF THESE NOTES AND ASSOCIATED PLANS, THIS ENGINEER SHALL BE REFERRED TO AS THE GEOTECHNICAL ENGINEER AND SHALL BE AN INDEPENDENT FIRM FROM THE APPLICANT.
2. ANY PLANS SUBJECT TO MRCPS-ND POND CODE 378 STANDARDS/SPECIFICATIONS, AS SHOWN ON THE PLANS, SHALL SUPERSEDE THESE NOTES WHEN THESE NOTES ARE LESS STRINGENT OR IN CASE OF CONFLICT, ANY REFERENCE TO THE ENGINEER 378 STANDARDS SHALL BE THE PROFESSIONAL ENGINEER WHO STAMPED AND SEALED THE DESIGN PLANS. ANY REFERENCE TO THE GEOTECHNICAL ENGINEER SHALL BE THE GEOTECHNICAL ENGINEER AS DEFINED ABOVE OR THE GEOTECHNICAL ENGINEER WHO COMPLETED CERTAIN ASPECTS OF THE POND DESIGN.
3. ALL INSPECTIONS, TESTS, SUPPORTING DATA, REPORTS, AND CERTIFICATIONS SHALL BE PROVIDED TO THE CITY OF ROCKVILLE DEPARTMENT OF PUBLIC WORKS (DPW) AND THE GEOTECHNICAL ENGINEER. DAILY INSPECTION REPORTS, IF REQUESTED BY THE CITY, CAN BE PROVIDED WITHOUT BEING IMMEDIATELY SEALED BY THE GEOTECHNICAL ENGINEER. THESE REPORTS SHALL BE COMPILED, REVIEWED, SEALED AND THEN SUBMITTED TO DPW AT A LATER DATE AS REQUESTED BY THE CITY.
4. THE GEOTECHNICAL ENGINEER SHALL APPROVE ALL FILL MATERIALS THAT ARE USED FOR THE PROJECT. THE GEOTECHNICAL ENGINEER SHALL OBTAIN SAMPLES OF PROPOSED FILL MATERIALS AND PERFORM ALL REQUIRED TESTING TO DETERMINE THAT FILL MATERIALS ARE IN CONFORMANCE WITH THIS PLAN.
5. THE GEOTECHNICAL ENGINEER SHALL PROVIDE A REPORT THAT CERTIFIES THE SUBGRADE PREPARATION AND BACKFILL OF THE SLOPES SHALL BE A MINIMUM OF 100 POUNDS PER CUBIC FOOT FOR THE MAXIMUM DRY DENSITY ACCORDING TO AASHTO T-180, METHOD C2 AND SHALL NOT HAVE A LIQUID LIMIT GREATER THAN 30 NOR A PLASTICITY INDEX GREATER THAN SIX ACCORDING TO ASTM D-518. ALL OTHER MATERIALS SHALL MEET THE REQUIREMENTS STATED IN CATEGORY 3 OF THE LATEST EDITION OF THE MARYLAND STATE HIGHWAY ADMINISTRATION (MSHA) STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS.
6. FILL AND BACKFILL MATERIAL SHALL BE FREE FROM ORGANICS, FROZEN MATERIAL, ROCKS/STONES GREATER THAN ONE AND A HALF INCHES IN ANY DIMENSION, WASTE METAL PRODUCT, UNSORTLY DEBRIS, TOXIC MATERIAL OR OTHER DELETERIOUS MATERIALS. THE APPLICANT SHALL SCARIFY EACH LIFT WITH A SHEEPSFOOT ROLLER OR CLAY TO MINIMUM DEPTH OF TWO-INCHES PRIOR TO PLACING THE NEXT LIFT. THE APPLICANT SHALL SCARIFY EMBANKMENTS PARALLEL WITH THE CENTERLINE OF THE DAM CORE AND PERPENDICULAR TO THE PRINCIPAL SPILLWAYS. BEDDING SHALL BE PROVIDED IN ACCORDANCE WITH DETAILS INDICATED ON THE CONSTRUCTION DRAWINGS, AT NO TIME DURING THE BACKFILLING OPERATION SHALL DRIVEN EQUIPMENT BE ALLOWED TO OPERATE DEEPER THAN FOUR-FOOT, MEASURED HORIZONTALLY, TO ANY PART OF A STRUCTURE. UNDER NO CIRCUMSTANCES SHALL THE APPLICANT DRIVE EQUIPMENT OVER ANY PART OF A CORRUPTED METAL PIPE UNLESS THERE IS A COMPACTED FILL OF 24-INCHES OR GREATER OVER THE STRUCTURE OR PIPE.
7. COMPACT THE MATERIAL THAT IS ONE FOOT BELOW THE TOP OF SUBGRADE TO AT LEAST 92 PERCENT OF THE MAXIMUM DRY DENSITY PER AASHTO T-180. COMPACT THE TOP ONE FOOT TO AT LEAST 97 PERCENT OF THE MAXIMUM DRY DENSITY. WHEN NECESSARY, ADD WATER OR DRY THE LAYER IN ORDER TO COMPACT TO THE REQUIRED DENSITY. GENERALLY THE MATERIAL SHALL BE WITHIN TWO PERCENT OF THE OPTIMUM MOISTURE CONTENT BUT MAY BE OUTSIDE OF THIS RANGE IF APPROVED BY THE GEOTECHNICAL ENGINEER.
8. FILL AND BACKFILL MATERIALS MUST COMPLETELY FILL ALL SPACES UNDER AND ADJACENT TO THE STRUCTURE OR PIPE. FOR STORMWATER MANAGEMENT EMBANKMENTS, THE APPLICANT SHALL SCARIFY EACH LIFT WITH A SHEEPSFOOT ROLLER OR CLAY TO MINIMUM DEPTH OF TWO-INCHES PRIOR TO PLACING THE NEXT LIFT. THE APPLICANT SHALL SCARIFY EMBANKMENTS PARALLEL WITH THE CENTERLINE OF THE DAM CORE AND PERPENDICULAR TO THE PRINCIPAL SPILLWAYS. BEDDING SHALL BE PROVIDED IN ACCORDANCE WITH DETAILS INDICATED ON THE CONSTRUCTION DRAWINGS, AT NO TIME DURING THE BACKFILLING OPERATION SHALL DRIVEN EQUIPMENT BE ALLOWED TO OPERATE DEEPER THAN FOUR-FOOT, MEASURED HORIZONTALLY, TO ANY PART OF A STRUCTURE. UNDER NO CIRCUMSTANCES SHALL THE APPLICANT DRIVE EQUIPMENT OVER ANY PART OF A CORRUPTED METAL PIPE UNLESS THERE IS A COMPACTED FILL OF 24-INCHES OR GREATER OVER THE STRUCTURE OR PIPE.
9. AT A MINIMUM, COMPACTION TESTS SHALL BE COMPLETED FOR EVERY LIFT OF FILL OR BACKFILL. THE TESTING FREQUENCY SHALL BE AT LEAST ONCE PER 150 LINEAR FEET OF TRENCH OR ONCE PER 1,500 SQUARE FEET OF FILL. AT A MINIMUM, THERE SHALL BE AT LEAST ONE COMPACTION TEST PER LIFT AND AT LEAST TWO COMPACTION TESTS PER DAY. THE GEOTECHNICAL ENGINEER SHALL SUPPLY DPW WITH CERTIFIED COMPACTION TEST RESULTS, INCLUDING CERTIFICATION OF PIPE BEDDING SUBGRADE AND FILL SUBGRADE.
10. PRIOR TO PLACING ANY ROADWAY FILL ON EXISTING GRADES (ORIGINAL GRADE AFTER TOPSOIL HAS BEEN STRIPPED, FILL PREPARED BY OTHERS OUTSIDE OF THIS PLAN OR FILL NOT PREPARED UNDER THE SUPERVISION OF THE GEOTECHNICAL ENGINEER), SCARIFY THE MINIMUM TOP EIGHT-INCHES OF SOIL MATERIAL. COMPACT THIS LAYER TO THE COMPACTION REQUIREMENTS IN THESE NOTES. PROOF-ROLL THIS COMPACTED LAYER USING FULLY LOADED DUMP TRUCK (MINIMUM 20 TON PAYLOAD CAPACITY). THE GEOTECHNICAL ENGINEER SHALL INSPECT THE PROOF-ROLLING AND DETERMINE IF THE PROOF-ROLLING IS ACCEPTABLE OR IF THERE ARE AREAS THAT REQUIRE REMEDIATION. SUBGRADE AREAS THAT FAIL PROOF-ROLLING SHALL BE REMEDIATED TO THE SATISFACTION OF THE GEOTECHNICAL ENGINEER BY EITHER OF THE FOLLOWING METHODS:
- A. SCARIFYING, MOISTURE CONDITIONING, AND RE-COMPACTION OF THE SUBGRADE MATERIALS.
- B. UNDERCUTTING SOFT OF UNSUITABLE AREAS OF SUBGRADE AND BACKFILLING WITH COMPACTED SELECT BORROW (MSHA DESIGNATION 516).
- C. UNDERCUTTING OF SOFT OR UNSUITABLE AREAS OF SUBGRADE AND PLACING A LAYER OF GEOTEXTILE COVERED BY MSHA 57 COARSE AGGREGATE (TABLE 901A).

DPW MAY APPROVE AN ALTERNATE APPROACH FOR SOIL REMEDIATION/IMPROVEMENT IF IT IS RECOMMENDED AND SEALED BY THE GEOTECHNICAL ENGINEER.

11. EXCEPT WHEN SPECIFIED, DO NOT PLACE LAYERS EXCEEDING EIGHT-INCHES UN-COMPACTED DEPTH. PLACE THE MATERIAL IN HORIZONTAL LAYERS ACROSS THE FULL WIDTH OF THE EMBANKMENT. PERFORM ALL ROLLING IN A LONGITUDINAL DIRECTION ALONG THE EMBANKMENT. BEGIN AT THE OUTER EDGES AND PROGRESS TOWARDS THE CENTER. VARY THE TRAVEL PATHS OF TRAFFIC AND EQUIPMENT OVER THE WIDTH OF THE EMBANKMENT TO AID IN OBTAINING UNIFORM COMPACTION.
12. UNIFORMLY GRADE AREAS TO A SMOOTH SURFACE, FREE OF IRREGULAR SURFACE CHANGES. GRADE AND PREPARE THE SUBGRADE SECTION TO THE LINES, GRADES, CROSS SECTIONS AND/OR ELEVATIONS SHOWN ON THE PLANS. AT ALL TIMES, MAINTAIN THE SUBGRADE SURFACE IN SUCH CONDITION AS TO READILY DRAIN.
13. DO NOT PLACE BACKFILL OR FILL SOIL MATERIAL ON SURFACES THAT ARE MUDDY, FROZEN, OR CONTAIN FROST OR ICE. VEHICULAR AND EQUIPMENT TRAFFIC SHALL BE DISTRIBUTED ACROSS THE PREPARED SURFACE IN SUCH A MANNER AS TO PREVENT DISTURBANCE. REPAIR ANY DAMAGE TO THE PREPARED SUBGRADE TO THE SATISFACTION OF THE GEOTECHNICAL ENGINEER. THE GEOTECHNICAL ENGINEER MUST APPROVE THE STORAGE OR STOCKPILING OF HEAVY LOADS ON A ROADWAY SUBGRADE.

14. UNSUITABLE EXISTING FILL, SOFT OR LOOSE NATURAL SOILS, ORGANIC MATERIAL, AND RUBBLE SHALL BE STRIPPED TO APPROVED GRADES AS DETERMINED BY THE GEOTECHNICAL ENGINEER.
15. PROTECT ALL STRUCTURES AND UTILITIES FROM ANY DAMAGE IN THE HANDLING, PROCESSING OR COMPACTING OF EMBANKMENT OR BACKFILL MATERIAL. EXERCISE CAUTION NEAR ARCHES, RETAINING WALLS, CULVERTS AND UTILITY TRENCHES TO PREVENT UNDESIRABLE STRAIN OR MOVEMENT. THE GEOTECHNICAL ENGINEER MAY REQUIRE THE USE OF SPECIALLY SELECTED MATERIAL TO PROTECT STRUCTURES TO PROTECT AGAINST DAMAGE. DO NOT USE ROCK GREATER THAN ONE AND A HALF INCHES IN ANY DIMENSION ADJACENT TO STRUCTURES.
16. WHEN PLACING AND COMPACTING EMBANKMENT ON HILLSIDES OR AGAINST EXISTING EMBANKMENT, CONTINUOUSLY BENCH THE SLOPES WHERE THE SLOPE IS STEEPER THAN 4:1 WHEN MEASURED AT RIGHT ANGLES TO THE ROADWAY OR EMBANKMENT CENTERLINE. PERFORM THE BENCHING OPERATION AS THE EMBANKMENT IS CONSTRUCTED IN LAYERS. MAINTAIN A BENCH WIDTH OF AT LEAST FIVE-FEET. BENCH EACH HORIZONTAL CUT AT THE INTERSECTION OF THE ORIGINAL GROUND AND THE VERTICAL SIDES OF THE PREVIOUS CUT. IF THE MATERIAL CUT FROM THE BENCHES MEETS FILL REQUIREMENTS, COMPACT THIS MATERIAL ALONG WITH THE NEW EMBANKMENT MATERIAL.
17. WHEN PLACING FILL OVER EXISTING PAVEMENT, THOROUGHLY BREAK UP, SCARIFY, OR REMOVE THE PAVEMENT AS SPECIFIED OR AS DIRECTED BY THE GEOTECHNICAL ENGINEER.
18. PRIOR TO THE PLACEMENT OF ASPHALT PAVEMENT, PROOF-ROLL THE COMPACTED GRADED AGGREGATE BASE (GAB) LAYER USING A FULLY LOADED DUMP TRUCK (MINIMUM 20 TON PAYLOAD CAPACITY). THE GEOTECHNICAL ENGINEER SHALL INSPECT THE PROOF-ROLLING AND DETERMINE IF THE GAB IS ACCEPTABLE OR IF THERE ARE AREAS THAT REQUIRE REMEDIATION. GAB AREAS THAT FAIL PROOF-ROLLING SHALL BE REMEDIATED TO THE SATISFACTION OF THE GEOTECHNICAL ENGINEER BY EITHER OF THE FOLLOWING METHODS:
- A. SCARIFYING, MOISTURE CONDITIONING, AND RE-COMPACTION OF THE GAB MATERIALS.
- B. UNDERCUTTING SOFT OF UNSUITABLE AREAS OF GAB AND REPLACING WITH COMPACTED GAB.

DPW MAY APPROVE AN ALTERNATE APPROACH FOR GAB REMEDIATION/IMPROVEMENT IF IT IS RECOMMENDED AND SEALED BY THE GEOTECHNICAL ENGINEER. THE GEOTECHNICAL ENGINEER SHALL PROVIDE A SEALED APPROVAL OF THE GAB PRIOR TO PLACEMENT OF ASPHALT. DPW MAY ACCEPT AN ORAL OR EMAIL APPROVAL WHILE THE FINAL APPROVAL AND REPORTS ARE BEING COMPILED AND COMPLETED.

STABILIZATION NOTE:

FOLLOWING INITIAL SOIL DISTURBANCE OR RE-DISTURBANCE, PERMANENT OR TEMPORARY STABILIZATION WILL BE COMPLETED WITHIN:

THREE CALENDAR DAYS AS TO THE SURFACE OF ALL PERIMETER CONTROLS, DIKES, SNALES, DITCHES, PERIMETER SLOPES, AND ALL SLOPES GREATER THAN 3 HORIZONTAL TO 1 VERTICAL (3:1).

SEVEN CALENDAR DAYS AS TO ALL OTHER DISTURBED OR GRADED AREAS ON THE DEVELOPMENT PROJECT NOT UNDER ACTIVE GRADING.

MAINTENANCE WILL BE PERFORMED, AS NECESSARY, TO ENSURE THAT THE STABILIZED AREAS CONTINUOUSLY MEET THE APPROPRIATE REQUIREMENTS OF THE CURRENT MOE AND CITY STANDARDS AND SPECIFICATIONS.

STANDARD SEQUENCE OF CONSTRUCTION:

1. PRIOR TO CLEARING ANY TREES, GRADING OR INSTALLING SEDIMENT CONTROL MEASURES, A PRE-CONSTRUCTION MEETING MUST BE CONDUCTED ON SITE WITH THE CITY OF ROCKVILLE SEDIMENT AND EROSION CONTROL INSPECTOR, ARTHUR SIMPSON (240-314-8879) THE CITY FORESTRY INSPECTOR, NATASHA SHANGOLD (240-314-8205), AND THE CITY PUBLIC WORKS INSPECTOR AT LEAST 48 HOURS NOTICE IS REQUIRED.
2. THE PERMITTEE MUST CONTACT MISS UTILITY AT 1-800-257-7777 AT LEAST 48 HOURS BEFORE COMMENCING ANY LAND DISTURBING ACTIVITY. ALL UTILITIES MUST BE MARKED PRIOR TO HOLDING THE PRE-CONSTRUCTION MEETING.
3. THE LIMITS OF DISTURBANCE AND THE TREE SAVE MEASURES, IF APPLICABLE, MUST BE FIELD MARKED PRIOR TO THE PRE-CONSTRUCTION MEETING. INSTALLATION OF SEDIMENT CONTROL MEASURES, CONSTRUCTION, OR OTHER LAND DISTURBING ACTIVITIES.
4. THE PERMITTEE MUST OBTAIN WRITTEN APPROVAL FROM THE CITY OF ROCKVILLE SEDIMENT CONTROL INSPECTOR, CERTIFYING THAT THE LIMITS OF DISTURBANCE ARE CORRECTLY MARKED AND INSTALLED PRIOR TO COMMENCING ANY CLEARING.
5. INSTALL THE SILT FENCE OR FILTER LOG AND INLET PROTECTION. THE SEDIMENT CONTROL INSPECTOR MAY REQUIRE PLACEMENT OF ADDITIONAL SILT FENCE OR OTHER SEDIMENT CONTROL MEASURE ON THE SITE AS DEEMED NECESSARY.
6. OBTAIN APPROVAL FROM THE CITY OF ROCKVILLE SEDIMENT CONTROL INSPECTOR FOR THE ESC MEASURES PRIOR TO PERFORMING ANY FURTHER CONSTRUCTION ACTIVITIES. REQUEST NOTICE TO PROCEED INSPECTION FROM CITY INSPECTORS(I).
7. DEMOLISH NOTES SIDEWALK SECTIONS AND RAMPS ALONG POTOMAC VALLEY ROAD.
8. INSTALL NEW SIDEWALK.
9. PERMANENTLY STABILIZE ANY REMAINING DISTURBED AREAS WITH SOD.
10. OBTAIN PERMISSION FROM THE SEDIMENT CONTROL INSPECTOR AND FORESTRY INSPECTOR TO REMOVE SEDIMENT CONTROL AND TREE PROTECTION DEVICES.
11. REMOVE REMAINING SEDIMENT CONTROL DEVICES AND PERMANENTLY STABILIZE AREAS IMMEDIATELY.

TASKS MAY BE PERFORMED OUT OF ORDER OR CONCURRENTLY WITH PRIOR APPROVAL FROM THE CITY OF ROCKVILLE SEDIMENT CONTROL INSPECTOR.



DESIGN PLAN APPROVAL		AS BUILT PLAN APPROVAL	
FWK XXXX-XXXX	SWP XXXX-XXXX	FWK XXXX-XXXX	SWP XXXX-XXXX
DMP XXXX-XXXX		REVIEWED BY	REVIEWED BY
		XX	
DIRECTOR OF PUBLIC WORKS	APPROVAL DATE	CHIEF, CONSTRUCTION MANAGEMENT	APPROVAL DATE

EROSION AND SEDIMENT CONTROL NOTES AND DETAILS



POTOMAC VALLEY ROAD  
SIDEWALK EXTENSION  
Election District No. (4 or 9) City of Rockville, Maryland

APPROVAL OF REVISIONS AFTER INITIAL PLAN APPROVAL				
NO.	DESCRIPTION OF REVISION	P.E. INITIAL	DATE	DPW
APPROVAL OF REVISIONS AFTER INITIAL PLAN APPROVAL				
DATE: JANUARY 2025		SCALE	SHEET NO. 16	FILE #
IFB XX-XX		N.T.S.	OF 16	



CITY OF ROCKVILLE  
ROCKVILLE, MARYLAND

**Addendum #1**  
**Invitation for Bid (IFB) No. 28-25**  
**POTOMAC VALLEY ROAD SIDEWALK PROJECT**  
**June 11, 2025**

**ATTENTION ALL BIDDERS:**

The following addendum is being issued to amend and clarify certain information contained in the above named IFB. All information contained herein is binding on all Bidders who respond to this IFB. Specific parts of the IFB have been amended. Bidders are required to acknowledge receipt of the addendum by signing in the appropriate space at the end of the addendum. Failure to do so may subject your bid to disqualification. No provided answer to a question may in and of itself change any requirement of the IFB. The following revisions /deletions / additions are listed below; new language has been double underlined and marked in red bold (ex: **new language**) and language deleted has been marked with a double strikeout (ex. ~~language deleted~~).

**QUESTIONS AND ANSWERS**

- Q1. Where are materials such as stone base to be staged during the project? Can it be staged along Potomac Valley Rd, provided they are immediately moved into place on the sidewalk?
- A1. **Any materials that will be used completely in the same day can be placed on Potomac Valley Road as long as traffic is maintained. Materials that need to be staged along the road for multiple days would have to be discussed with city for impacts on traffic.**



**ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME IN THE INVITATION FOR BID (IFB).**

**Additionally, please be sure to submit all required forms with your bid per this addendum and the solicitation instructions.**

**ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 1 BY SIGNING BELOW AND RETURNING A COPY OF THE ADDENDUM WITH YOUR BID OR ACKNOWLEDGING IN YOUR BID.**

**ISSUED BY: TJ Ellison, Principal Buyer, 6/11/2025**

**NAME OF BIDDER: \_\_\_\_\_**

**BID DUE DATE: 2:00 P.M. (EST), TUESDAY, JUNE 24, 2025**



City of Rockville  
Rockville, Maryland

## INVITATION FOR BIDS #28-25

### POTOMAC VALLEY ROAD SIDEWALK PROJECT MWCOG Contract No. 19-064

**Bids Due by 2:00 P.M. EST  
TUESDAY, JUNE 24, 2025**

ISSUED BY:

TJ Ellison, CPPB  
Procurement Department  
City of Rockville, City Hall  
111 Maryland Avenue, 1st Floor  
Rockville, Maryland 20850  
Phone: (240) 314-8436  
Fax: (240) 314-8439

ISSUED ON: May 23, 2025

Any individual with a disability who would like to receive the information in this publication in another form may contact the ADA Coordinator at 240-314-8100, TDD 240-314-8137

**MFD-V Outreach Program**

**It is the intent of the City of Rockville to increase opportunities for minority, female, disabled or veteran (MFD-V) owned businesses to compete effectively at supplying goods, equipment, and services to the City, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economical considerations, including subcontracting or mentoring opportunities. Suggested changes and MFD-V enhancements to this solicitation's requirements for possible consideration and/or inclusion in future solicitations are strongly encouraged. Any questions regarding MFD-V outreach or questions/concerns regarding the City's bidding process should be addressed to [procurement@rockvillemd.gov](mailto:procurement@rockvillemd.gov) or 240-314-8430.**

**5% Bid Bond Required**

City of Rockville

IFB #28-25  
POTOMAC VALLEY ROAD SIDEWALK PROJECT

Submittal Checklist and Signature

**This page must be completed and submitted with your bid. Failure to submit this page shall deem your bid non-responsive.**

✓

Responses shall be submitted electronically via the City's Collaboration Portal no later than the due date and time as shown in this solicitation.

Contract Insight - Collaboration Portal (rockvillemd.gov)

✓

Did an authorized company representative sign the bottom portion of this of this page?

✓

Has a copy of a bid bond in the amount of 5% of the total bid been attached to this submittal?

✓

Did an authorized representative complete Section V: Bid Pricing?

✓

Did an authorized representative sign the Affidavit form?

✓

If you are an entity (limited liability partnerships, corporations, limited partnerships, limited liability companies, limited liability limited partnerships, business trusts, real estate investment trust and trade name filings), is the legal name of your company listed with the State of Maryland Department of Assessments and Taxation and in good standing? You may check by going to

<https://dat.maryland.gov/Pages/default.aspx>

✓

Did you check the City's Collaboration Portal for any addenda and include a signed copy of each with your response?

**Note: The City will no longer generate check payments to awarded vendors. Electronic payments will only be issued. If your company is selected, you shall be required to complete and submit an ACH application prior to award of a contract/purchase order.**

PAYMENT TERMS: NET 30 DELIVERY: 30 DAYS AFTER RECEIPT OF ORDER

PROMPT PAYMENT DISCOUNT: 0 % FOR PAYMENT WITHIN 30 DAYS

COMPANY LEGAL NAME: Olney Masonry, Corporation

ADDRESS: 6701 Ammendale Road Beltville, MD 20705

SUBMITTED BY: [Signature]  
SIGN YOUR NAME

6/24/25  
DATE

Miguel Passariello  
PRINT YOUR NAME

TELEPHONE# 301-937-3200 FAX# 301-937-4366

E-MAIL ADDRESS: miguel@olneymasonry.com FEDERAL ID#/OR SS# 52-1567372

**For informational purposes only** – Is your company certified as a Minority, Female, Disabled, or Veteran-Owned (MFD-V) business: ☒ yes ☐ no ☐ I choose not to respond



CITY OF ROCKVILLE  
ROCKVILLE, MARYLAND

**Addendum #1**  
**Invitation for Bid (IFB) No. 28-25**  
**POTOMAC VALLEY ROAD SIDEWALK PROJECT**  
**June 11, 2025**

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**QUESTIONS AND ANSWERS**

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**Additionally, please be sure to submit all required forms with your bid per this addendum and the solicitation instructions.**

**ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 1 BY SIGNING BELOW AND RETURNING A COPY OF THE ADDENDUM WITH YOUR BID OR ACKNOWLEDGING IN YOUR BID.**

**ISSUED BY: TJ Ellison, Principal Buyer, 6/11/2025**

**NAME OF BIDDER: Olney Masonry, Corporation**

**BID DUE DATE: 2:00 P.M. (EST), TUESDAY, JUNE 24, 2025**

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310

### Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Olney Masonry Corporation

6701 Ammendale Road Beltsville, MD 20705

as Principal, hereinafter called the Principal, and Western Surety Company

151 N. Franklin Street Chicago, IL 60606

a corporation duly organized under the laws of the State of SD

as Surety, hereinafter called the Surety, are held and firmly bound unto Mayor and Council of Rockville

111 Maryland Avenue Rockville, MD

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5% ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Potomac Valley Road Sidewalk Project; IFB # 28-25

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 24th day of June, 2025

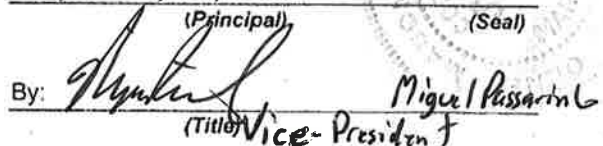
  
(Witness)

Olney Masonry Corporation

(Principal)

(Seal)

By:

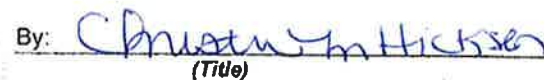
  
(Title) Vice-President

Western Surety Company

(Surety)

(Seal)

By:

  
(Title)

Christine M. Hickson, Attorney-in-fact

Surety Phone No. 312-822-5000

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Christine M. Hickson - Individually**

of Columbia, MD, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

Surety Bond No: Bid Bond  
Principal: Olney Masonry Corporation  
Obligee: Mayor and Council of Rockville

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney pursuant to the authority hereby given, are hereby ratified and confirmed

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of January, 2024



WESTERN SURETY COMPANY

*Larry Kasten*

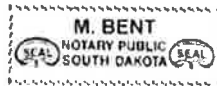
Larry Kasten, Vice President

State of South Dakota  
County of Minnehaha

On this 10th day of January, 2024, before me personally came Larry Kasten, to me known, who being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota, that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument, that he knows the seal of said corporation, that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation

My commission expires

March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney heremabov set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 24th day of June, 2025.



WESTERN SURETY COMPANY

*Paula Kolsrud*

Paula Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

RESOLVED, That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic formatted corporate seal, each to be considered the act and deed of the Company.

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

**INVITATION FOR BIDS #28-25  
POTOMAC VALLEY ROAD SIDEWALK PROJECT**

**SECTION V**

**BID PRICING FORM**



COMPLETE AND RETURN WITH BID

**INVITATION FOR BIDS #28-25  
POTOMAC VALLEY ROAD SIDEWALK PROJECT**

**SECTION V: BID PRICING FORM**

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE BID SUBMITTAL. FAILURE TO SUBMIT THIS FORM SHALL DEEM THE BIDDER NON-RESPONSIVE.**

IN ACCORDANCE WITH ALL TERMS, SPECIFICATIONS AND REQUIREMENTS, WE PROPOSE TO FURNISH ALL LABOR, EQUIPMENT, MATERIALS AND SERVICES AND THE PERFORMANCE OF ALL WORK NECESSARY FOR THE PROJECT. PROVIDE PRICING BELOW TO INCLUDE OVERHEAD, PROFIT, TAXES, INSURANCE AND OTHER APPLICABLE FEES AND COSTS. ALTERATIONS TO THIS FORM OR BID ALTERNATES (UNLESS OTHERWISE SPECIFIED) ARE NOT ACCEPTABLE. LINE ITEMS LEFT BLANK OR MARKED "\$0" SHALL DEEM THIS BID NON-RESPONSIVE.

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
1001	MAINTENANCE OF TRAFFIC	Lump Sum	1	36,000.00	36,000.00
1002	CONSTRUCTION STAKEOUT	Lump Sum	1	36,000.00	36,000.00
1003	MOBILIZATION	Lump Sum	1	8,500.00	8,500.00
1004	COMMON BORROW	CY	42	85.00	3,570.00
3001	INLET PROTECTION	EA	3	375.00	1,125.00
6001	STANDARD TYPE "A" CURB & GUTTER - MC-100.01	Linear Feet	70	50.00	3,500.00
6002	DEPRESSED CURB ENTRANCE (MC-102.01)	Linear Feet	65	50.00	3,250.00
6003	4" PLAIN CONCRETE SIDEWALK	Square Feet	1720	15.00	25,800.00
6004	4" PERVIOUS CONCRETE SIDEWALK	Square Feet	1085	35.00	37,975.00
ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
6005	DETECTABLE WARNING SURFACE	Square Feet	56	50.00	2,800.00

6006	7" CONCRETE DRIVEWAY APRON (SF-1.1)	Square Feet	187	20.00	3,740.00
6007	9" CONCRETE DRIVEWAY APRON (CM-1.1)	Square Feet	528	22.00	11,616.00
6011	TYPE "A" CURB - ANY HEIGHT	Linear Feet	54	55.00	2,970.00
6012	POROUS FLEXIBLE PAVING	Square Feet	2731	25.00	68,275.00
6013	6 INCH GRADED AGGREGATE BASE COURSE (57 STONE)	Square Yard	1973	17.50	34,527.50
7001	PLACING SALVAGED TOPSOIL 2 INCH DEPTH	Square Yard	335	5.00	1,675.00
7002	TURFGRASS ESTABLISHMENT	Square Yard	880	5.00	4,400.00
7003	TREE REMOVAL	Each	2	1,800.00	3,600.00
7004	TREE PLANTING	Each	2	1,000.00	2,000.00
7005	ROOT PRUNING	Linear Feet	0		
8001	RELOCATE EXISTING GROUND MOUNTED SIGNS	Each	2	150.00	300.00
8003	FURNISH AND INSTALL GROUND MOUNTED SIGNS	Each	0		
8004	RELOCATE GUYWIRE	Each	1	1,500.00	1,500.00
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>EST QTY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
8005	ADJUST EXISTING MANHOLE/HANDBOX	Each	5	1,500.00	7,500.00
8006	ADJUST EXISTING FIRE HYDRANT	Each	1	15,000.00	15,000.00
8007	ADJUST EXISTING INLET	Each	1	1,500.00	1,500.00

8008	RELOCATE POLE	Each	0		
GRAND TOTAL					317,123.50

GRAND TOTAL IN WORDS Three Hundred Seventeen Thousand One Hundred  
Twenty-Three Dollars Fifty Cents (\$ 317,123.50 )

**EXCEPTIONS**

All exceptions taken to the specifications contained in this document must be clearly indicated in the space provided below. Unless noted as an exception, the bidder will be held responsible for providing each component or standard called for.

The City Manager for the City of Rockville, Maryland retains the exclusive right to approve or reject any exception taken to the specifications contained in this bid. It is hereby agreed that if this bid is rejected due to an exception taken to a specification by the bidder, the rejection taken will be final and no further action may be taken.

Do you claim an exception to any specification to this bid? If yes, please explain.

No

**CONTRACT DURATION**

This contract will begin **10** working days from the date of issuance of a notice to proceed. All work, excluding landscaping, shall be completed within **200** calendar days of the date of issuance of the notice to proceed.

Confirm your ability to meet the above schedule. ☒ YES ☐ NO

***This bid and its Firm Fixed Prices shall remain valid through November 27, 2025 for acceptance by the City.***

The City of Rockville reserves the right to reject any or all bids, offer or proposals, to waive informalities, and to accept all or any part of any bid, offer proposal as they may deem to be in the best interest of the City of Rockville.

I hereby certify that I have read and understand the requirements of this Invitation for Bid 28-25 and, that I, as the Bidder, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this Invitation For Bid.

COMPLETE AND RETURN WITH BID

## ATTACHMENT A

### AFFIDAVIT

I hereby affirm that: I am the Vice-President and the duly authorized representative of the firm of Olney Masonry Corporation whose address is 6701 Armmendale Road Beltsville, MD 20705 and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I further affirm:

### AFFIDAVIT OF QUALIFICATION TO CONTRACT WITH A PUBLIC BODY

1. Except as described in Paragraph 2 below, neither I nor the above firm no, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the state, including any bi-county or multi-county entity), has:

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:

- (1) bribery, attempted bribery, or conspiracy to bribe.
- (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
- (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
- (4) a criminal violation of an anti-trust statute.
- (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
- (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- (7) conspiracy to commit any of the foregoing.

B. pled nolo contendere to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

2. [State "none," or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any]. NONE

3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from contracting with a public body under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I acknowledge that this Affidavit is to be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded and take any other appropriate action.

### NON—COLLUSION AFFIDAVIT

1. Am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

2. Such bid is genuine and is not a collusive or sham bid

3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of these affidavits are true and correct.

Signature and

Title

Vice-President

Date

6/24/2025

COMPLETE AND RETURN WITH BID

ATTACHMENT B

INVITATION FOR BID #28-25  
POTOMAC VALLEY ROAD SIDEWALK PROJECT

CITY OF ROCKVILLE BIDDER REFERENCE FORM

The City of Rockville reserves the right to reject bids from any company not meeting the minimum qualifications. The Bidder shall be a competent and experienced contractor with an established reputation within the community performing the type of work required for this contract. The bidder shall have performed similar work for a minimum period of five (5) years. Indicate below a listing of three recent projects completed by your firm that can substantiate past work performance and experience in the type of work required for this contract. The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request.

1. Company Name City of Gaithersburg  
Address: 800 Rabbitt Rd Gaithersburg, MD 20878  
Contact Person: Sean Sorandres Current phone #: 240-805-1293  
Email Address: Sean.sorandres@gaithersburgmd.gov  
Contract Amount: 2,355,631.2 Name of your project supervisor: Nuno Passaric L  
Description of Work Performed: HMA Paving, Grinding, Stripping, Concrete C&G, S.W + Aprons  
Storm Drain

2. Company Name Prince George's County DPW + T  
Address: 9400 Peppercorn Place #400, Largo, MD 20774  
Contact Person: Adam Jiroun Current phone #: 301-324-2897  
Email Address: amjiroun@co.pg.md.us  
Contract Amount: \$11,000,000 Name of your project supervisor: Miguel Passaric L  
Description of Work Performed: Storm Drain, HMA Paving + Grinding,  
R&R C&G S.W Aprons

3. Company Name Frederick County  
Address: 355 Montevue Lane #200 Frederick MD 21702  
Contact Person: Brandon Henderson Current phone #: 301-600-355-69  
Email Address: BHenderson@FrederickCountyMD.gov  
Contract Amount: 1,600,000 Name of your project supervisor: Justin Passaric L  
Description of Work Performed: R&R C&G, S.W + Aprons, HMA Patching

COMPLETE AND RETURN WITH BID

4. Company Name Anne Arundel County  
Address: 2255 Riva Road, Annapolis, MD  
Contact Person: Blake Lightcap Current phone #: 410-222-7973  
Email Address: pwlight00@aacounty.org  
Contract Amount: 3,500,000 Name of your project supervisor: Justin Passarile  
Description of Work Performed: HMA Paving + Grinding, Utilitie Rehab, etc, S.W.  
Aprons, Storm Drain

5. Company Name City of Rockville  
Address: 850 Avery Road, Rockville, MD  
Contact Person: Michael Hershelman Current phone #: 240-314-8543  
Email Address: mhershelman@rockvillemd.gov  
Contract Amount: 1,100,000 Name of your project supervisor: Miguel Passarile  
Description of Work Performed: Pervious Concrete, Retaining Walls, Handrail, Electrical Poles  
Concrete Sidewalk, Tree Removal, Tree Planting

COMPLETE AND RETURN WITH BID