



City of Rockville
Rockville, Maryland

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES FOR NORTH STONESTREET AVENUE SIDEWALK IMPROVEMENTS (TRANSPORTATION ALTERNATIVES PROGRAM) PURSUANT TO REQUEST FOR PROPOSAL #05-23

This Contract for Professional Engineering Services for North Stonestreet Avenue Sidewalk Improvements (Transportation Alternatives Program) entered into pursuant to Request for Proposal #05-23 (the “**Contract**”) is entered into as of the ____ day of _____, 2025, by and between **the Mayor and Council of Rockville**, a body politic and municipal corporation of the State of Maryland (the “**Mayor and Council**” or “**City**”), acting through the City Manager, and **Mead & Hunt, Inc.**, a Wisconsin Corporation with its principal office at 2440 DEMING WAY MIDDLETON WI 53562, registered to do business in Maryland with its corporate agent **COGENCY GLOBAL INC.**, located at 1519 YORK ROAD LUTHERVILLE MD 21093, (the “**Contractor**”). The Mayor and Council and the Contractor are the “**Parties**” to this Contract.

RECITALS

1. On June 16, 2023, pursuant to Section 17-62 of the City of Rockville Code, the City released Request for Proposal #05-23 (the “**RFP**”) to establish a contract for Professional Engineering Services for North Stonestreet Avenue Sidewalk Improvements (Transportation Alternatives Program).
2. The City released one Addendum to the RFP over the course of the solicitation for this project.
3. The RFP and Addendum #1 are referred to as “**Attachment A**.”
4. The Project Description in **Attachment A** explains that the City is seeking professional engineering services to design improvements in support of the Stonestreet Avenue Corridor Redevelopment project. The project consists of improving pedestrian and bicycle connections to the Rockville Metro State along Park Road (between North Stonestreet Avenue and South Stonestreet Avenue) and North Stonestreet Avenue (between Park Road and Lincoln Avenue). Improvements include wider sidewalks, bike lanes, and associated traffic signal modifications.

5. Funding for this project includes Federal funding from the Transportation Alternative Program. Pursuant to a memorandum of understanding between the City and the Maryland State Highway Administration, the City will manage the project, and the State will have administrative oversight. Due to the funding and the oversight process, the project is subject to Federal and State regulations, standards, specification, and guidance.
6. By the close of the RFP on August 22, 2023, at 2:00 pm, the City received multiple responsive proposals. The Contractor was chosen as the entity with the best proposal.
7. The Contractor's Bid Proposal Form, including correspondence relating to that Proposal responsive to the RFP are together referred to as "**Attachment B.**"

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. **Order of Precedence.** This Contract prevails in the event of any inconsistency between this Contract and any attachments. The requirements stated in Attachment A control in the event of any inconsistency between Attachments A and B.

II. CONTRACT TERM

- A. **Term.** This Contract shall be effective from the Effective Date noted above, through December 31, 2026. This Contract may be extended pursuant to Paragraph II.C.
- B. **Renewal.** Subject to appropriations by the Mayor and Council and satisfactory service by Contractor, the City Manager, on behalf of the Mayor and Council, may renew the Contract for up to two additional one-year terms.
- C. **Extension.** Subject to appropriations by the Mayor and Council and satisfactory performance by the Contractor, the City Manager, on behalf of Mayor and Council, may extend the Contract for any reason for a period up to but not to exceed 12 months.

III. CONTRACT PRICE

- A. **Price.** Subject to Sections 21 and, 28, and 29 of the General Conditions “Attachment 3” referenced in **Attachment A**, which is fully incorporated into this Contract, Contractor agrees to provide the professional engineering services services at the costs in the Response of August 9, 2024, to the Best and Final Offer Letter from the City. The August 9, 2024, letter is attached to **Attachment B** (also fully incorporated into this Contract). The cost for each service includes all labor, equipment, materials, and services pursuant to the terms and conditions in **Attachment A**. The total price for all labor, equipment, materials, and services to be performed under this Contract shall not exceed \$686,972.02 for the term of this Contract.
- B. **Cost Reduction Recommendations.** Contractor must provide year over year cost reduction recommendations if this Contract is extended or renewed pursuant to Paragraphs II.B and C.
- C. **Price Decreases.** Price decreases are acceptable at any time, need not be verifiable, and are required should the Contractor, or anyone providing materials to the Contractor for use for the services described in this Contract, experience a decrease in costs associated with the execution of the contract.
- D. **Price Adjustments.** Price increases from Contractor relating to increased labor costs, or Contractor’s producer, processor, or manufacturer for any or all items may be considered at renewal. The request is subject to approval by the “**Purchasing Agent**”, which shall be the Director of Procurement or the Director’s designee. The request must be submitted in writing at least 60 days before the renewal term and shall be accompanied by supporting documentation. The increased contract unit price shall not apply to orders received by the Contractor before the effective date of the approved increased contract unit price. The Mayor and Council may cancel, without liability to either party, any portion of the contract affected by the requested increase and any materials, supplies or services undelivered at the time of such cancellation. The request for a change in the price shall include at a minimum; (1) the cause for the adjustment; (2) proposed effective date (minimum of 60 days); and (3) the amount of the change requested with documentation to support the requested adjustment (i.e. appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U) change in manufacturer's price, etc.). The price adjustments shall adhere to City of Rockville Code Section 17-40.
- E. **Price Discounts.** Should Contractor, at any time during the life of the Contract, sell materials of similar quality to another customer, or advertise special discounts or sales, at a price below those quoted within the Contract, the lowest discounted prices shall be offered to the Mayor and Council.

IV. SCOPE OF WORK & MATERIALS

- A. **Scope of Work.** The terms and conditions of **Attachment A** are fully incorporated into this Contract. Contractor agrees to perform all work under this Contract pursuant to, and to otherwise comply with, the terms and conditions of **Attachment A**, fully incorporated into this Contract.

- B. **Materials.** The materials used by Contractor for work under this contract shall meet all requirements established by the Federal government, the State, and the City to ensure fitness for purpose and compliance with applicable legal and technical standards for the work performed under this Contract.

V. PAYMENT

- A. **Acceptance and Payment.** The City shall make payment to Contractor pursuant to Sections 17-18 in Attachment 3, General Conditions and Instructions, attached to **Attachment A**.
- B. **ACH Payment Process.** Contractor may choose to use the City's ACH Payment Process identified in Section 18 in Attachment 3, General Conditions and Instructions, attached to **Attachment A**.
- C. **Invoices.** In addition to the requirements of **Attachment A**, 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. All such invoices will be paid promptly by the City unless any items are disputed in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

VI. CONTRACTOR QUALIFICATIONS

- A. **Requirements.** Contractor represents that it and its employees, and any subcontractors used on this project and chosen by Contractor meet all the qualifications and professional licensing requirements required for the project including any Federal and State requirements.
- B. **Subcontracting.** If subcontracting is permissible, it must be consistent with **Attachment A** and applicable Federal and State requirements for this project.

VII. INSURANCE AND BONDING

- A. **Insurance Required.** Prior to execution of this Contract, Contractor must obtain at its 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.

Contractor will be required to maintain for the life of the Contract and to furnish the City evidence of insurance as follows:

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. <i>Workers' Compensation</i> 2. Employers' Liability	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 Endorsement – signed and dated.</i>
3. Commercial General Liability a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.
4. Automobile Liability 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. Form CA20 48 02 99 form to be both signed and dated.
5. Excess/Umbrella Liability	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.
6. Professional Liability (if applicable)	Each Occurrence/Aggregate: \$1,000,000	

- B. **Policy Cancellation.** No change, cancellation or non-renewal shall be made in any insurance coverage without 30 days written notice to the City's Procurement Division. Contractor shall electronically furnish a new certificate prior to any change or cancellation date. The failure of 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.
- C. **Additional Insured.** The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be included as an additional insured on 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 included as additional insured on 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.
- D. **Subcontractors.** Any subcontractors used by the Contractor shall also be fully insured and said insurance shall be the same as the insurance required for the Contractor.

- E. **Bonding.** The Contractor and any subcontractors used for this project shall maintain any and all payment and performance bonds required by Federal and State law.

VIII. TERMINATION

- A. **Termination for Cause.** If Contractor shall persistently or repeatedly refuse or shall fail, except in case where extension of time is provided, to supply enough properly skilled workmen or proper materials or disregard law, ordinances, or the instructions of the Mayor and Council or otherwise be guilty of substantial violation of any provision of this Contract, then the City Manager on behalf of the Mayor and Council may, without prejudice to any other right or remedy, and after giving Contractor reasonable notice, terminate this Contract.

Additionally, the Contract may be cancelled or annulled by the City Manager on behalf of the Mayor and Council in whole or in part by written notice of default to Contractor upon nonperformance or violation of Contract terms and the work may be purchased on the open market similar to those so terminated. In either event, Contractor (or its surety) shall be liable to the City for costs to the Mayor and Council in excess of the defaulted Contract prices.

The Contract may also be terminated for cause pursuant to **Attachment A.**

- B. **Termination for Convenience.** The performance of work or services under this Contract may be terminated in whole or part, upon 30 calendar days' written notice when the City Manager on behalf of the Mayor and Council determines that such termination is in its best interest. The Mayor and Council shall be liable only for those accepted goods and/or services furnished prior to the effective date of such termination. This Contract may also be terminated if the Mayor and Council does not appropriate funds for this Contract. If the Contractor is terminating for Convenience, the Contractor must give the City no less than 90 days' notice of the intent to terminate. The parties may negotiate a different amount of time for notice if such negotiations are reduced to writing and signed by both parties.

IX. ADDITIONAL TERMS AND CONDITIONS

- A. **Tax Exemption.** The City is exempt from the payment of any audit or any Maryland sales tax.
- B. **Sensitive Documents.** 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 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 store in a

secure manner. After such records are no longer need for record purposes, the records shall be destroyed or returned to the City.

Where services require 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:
<http://www.rockvillemd.gov/documentcenter/view/74>

- C. **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.
- D. **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 free as part of the Finance Department's efforts to improve customer services.
- E. **Personnel**. Principal or key personnel included in the proposal may not be substituted without written approval of the City. Replacements for key personnel under the Contract must have equivalent professional qualifications and experience as those individuals listed in the proposal. The Contractor must submit written professional qualifications and experience for approval within 10 working days prior to replacement for City review and approval or rejection.
- F. **Delivery**. All time limits stated in the Contract are of the essence. 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 Contractor, notwithstanding that such materials/workmanship have been previously overlooked and accepted.
- G. **Travel Time**. No payment for travel time to or from the job site shall be charged. Charges begin when Contractor arrives at each job site and end when Contractor leaves the job site.
- H. **Delays/Extension of Time**. If Contractor is delayed in the delivery of the supplies, equipment or services by any act or neglect of 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 if warranted.

All claims for extensions must be a written notice sent to the Purchasing Agent within 10 calendar days after the date when such alleged cause for extension of time occurred. All such claims shall state specifically the amount of the delay Contractor believes to have suffered. If statement is not received within the prescribed time the claim shall be forfeited and invalidated.

- I. **Abandonment, Dissolution.** A Contractor who abandons or defaults on the work on this Contract and causes this Contract to be re-bid will not be considered in future bids for the same type of work unless the scope of the work is significantly changed. Written notification of changes to company name, address, telephone number, etc., shall be provided to the City as soon as possible but not later than 30 days from date of change.
- J. **Changes.** The City, without invalidating the Contract, may order written changes in the scope of work consisting of additions, deletions or modification with the Contract sum and time being adjusted accordingly. All such changes shall be made in writing by the Purchasing Agent.

Costs shall be limited to the following: cost of materials, cost of labor and additional costs of supervision and field office personnel directly attributable to the change. The cost or credit to the City from a change in the scope of work shall be determined by mutual agreement. The Contractor shall do all work that may be required to complete the work contemplated at the unit prices or lump sum to be agreed upon. No alterations or variables in the terms of the Contract shall be valid or binding upon the City unless made in writing and signed by the City.

- K. **Extra Costs.** If Contractor claims that any instructions in the Contract documents or otherwise involve extra compensation or extension of time, a written protest must be submitted to the Purchasing Agent within 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.
- L. **Guarantee.** All guarantees and warranties required shall be furnished by Contractor and shall be delivered to the Contract Administrator (e.g. other required documents, operating manuals, maintenance manuals/schedules, etc.) before final payment is made.

Contractor guarantees that the items conform to the design and specifications and to drawings, samples or other descriptions referred to in this document. Contractor further guarantees the items will be free from defects in materials and workmanship, latent or patent and are suitable for the intended purpose as far as Contractor knows or has reason to know. The guarantee contained in this Contract shall remain in full force and effect for

a minimum of one year after initial delivery to the City unless another effective period is specified.

- M. **Defective Supplies/Service.** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by Contractor. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by Contractor under the Contract. Without additional compensation, Contractor shall correct or revise any errors, omissions, or other deficiencies in all products of its efforts and other services provided. This shall include resolving any deficiencies arising out of the acts or omissions of Contractor found during or after the course of the services performed by or for Contractor under this Agreement, regardless of the Mayor and Council having knowledge of or condoning/accepting the products or the services. Correction of such deficiencies shall be at no cost to the Mayor and Council.
- N. **Legal Requirements.** All materials, equipment, supplies and services shall conform to applicable Federal, State, County, and City laws, statutes, rules, and regulations. Contractor shall observe and comply with all Federal, State, County, and City laws, statutes, rules and regulations that affect the work to be done under this Contract.
- O. **Legal Notices. 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
Telephone: (240) 314-8283

With a Copy to: Robert E. Dawson, City Attorney
Email: RDawson@rockvillemd.gov
Telephone: (240) 314-8150
Jeff Mihelich, City Manager
Email: JMihelich@rockvillemd.gov
Telephone: (240) 314-8100

To the Contractor:

Attention: Legal Department, Mead & Hunt Inc.
6737 W. Washington Street, Suite 3500
West Allis, Wisconsin 53214
Telephone: (414) 291-8840
Email: notices@meadhunt.com

Notices for day-to-day management of the Contract shall be established by the parties and communicated in writing to each other. The parties may revise such notices in writing as needed.

- P. **Choice of Law & Venue.** 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.
- Q. **Authority of the City Manager in Disputes.** Any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by this Contract 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, the Contractor shall proceed diligently with performance under the Contract. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to the City Procurement Ordinance.
- R. **Indemnification.** 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, whether caused by negligence or carelessness on part of Contractor, or contractors or agents of Contractor.
- S. **No Limitation of Liability.** The mention of any specific duty or liability of Contractor in any part of the specification shall not be construed as a limitation or restriction upon any general liability or duty imposed upon Contractor.
- T. **Proprietary Information.** The Mayor and Council agree, to the extent permitted by law, to hold all material and information belonging to Contractor, which it deems to be confidential, in strictest confidence. Contractor agrees to hold all material and information belonging to the Mayor and Council or the City's agents in strictest confidence and not to make use of this information other than for the performance of contractual obligations, to release it only to employees requiring such information. Reasonable precautions will be exercised for the protection of any proprietary data included in the proposal. Material information may be required to be released in accordance with Public Information Act laws.

- U. **Miscellaneous.** The Mayor and Council and Contractor each bind themselves, their partners, successors, assign and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the Contract. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due hereunder without the previous written consent of the Mayor and Council. Written notice shall 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.

Duties and obligations imposed by the Contract and the rights and remedies available thereunder 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.

- V. **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 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 or any member or employee of a Commission, Board, or Corporation controlled or appointed by the Mayor and Council 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, under oath, answers to any interrogatories related to a possible conflict of interest.

- W. **Equal Employment Opportunity.** 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.

- X. **Language.** If applicable, the Contractor shall appoint one or more crew members or supervisors to act as liaison with the City Manager or his designee and emergency service personnel. All liaisons shall be fluently multi-lingual in English and Contractor's employees' language(s), and at least one liaison shall be present at each work site at all times when any of Contractor's employees or agents are at the site.
- Y. **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.
- Z. **Subletting or Assignment of Contract.** The Mayor and Council and 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. Neither party to the Contract shall sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion, or of the work provided for in this Contract, or of their right, title or interest in the Contract to any person, firm or corporation without the written consent of the other party, nor shall Contractor assign any monies due or to become due under this Contract without the previous written consent of the Mayor and Council.
- AA. **Ownership of Documents.** Any and all deliverables, including but not limited to reports, specifications, blueprints, plans, negatives, electronic files and documents, as well as any other documents prepared by Contractor in the performance of its obligations under the Contract shall be the exclusive property of the City. Contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Contractor's obligations under the Contract without the prior written consent of City. Documents and materials developed by Contractor under the Contract shall be the property of the Mayor and Council; however, Contractor may retain file copies, which cannot be used without prior written consent of the Mayor and Council. The Mayor and Council agree that Contractor shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when Contractor is not the firm of record.
- BB. **Additional Items.** The Mayor and Council may require additional items/duties of a similar nature, but not specifically listed in the Contract. Contractor agrees to provide such

items/duties and shall provide the Mayor and Council 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 Mayor and Council, and the situation cannot be resolved to the satisfaction of the Mayor and Council, the Mayor and Council reserve the right to purchase those items from other vendors, or to cancel the Contract upon giving Contractor 30 days written notice.

- CC. **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.
- DD. **Cooperative Procurement.** 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 Mayor and Council assume no authority, liability or obligation, on behalf of any other public entity that may use any contract resulting from this solicitation.
- EE. **Entire Agreement.** This Contract 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.

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

[SIGNATURES ON FOLLOWING PAGE]

[ENTITY’S PROPER LEGAL NAME],.

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

****Contractor must enter the exact name of the business.**

THE MAYOR AND COUNCIL OF ROCKVILLE

By _____
Jeff Mihelich, City Manager

Robert Dawson, City Attorney for the City of Rockville
Approved as to form and legality



City of Rockville
Rockville, Maryland

REQUEST FOR PROPOSAL 05-23
Professional Engineering Services
North Stonestreet Avenue Sidewalk Improvements
(Transportation Alternatives Program)

Proposals Due by 2:00 P.M. EST, Tuesday, August 22, 2023

ISSUED BY:
TJ Ellison, CPPB
Principal Buyer
Procurement Division
City of Rockville, City Hall
111 Maryland Avenue
Rockville, Maryland 20850
Phone: (240) 314-8436
Fax: (240) 314-8439

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

In accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Offerors that the City of Rockville will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this Request for Proposal and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Consultants interested in submitting a technical proposal must comply with the SPECIAL PROVISIONS AFFIRMATIVE ACTION REQUIREMENTS UTILIZATION OF DISADVANTAGED BUSINESSES ENTERPRISE THE SURFACE TRANSPORTATION AND RELOCATION ASSISTANCE ACT OF 1987 AND ISTEA OF 1991 FOR FEDERAL-AID CONSULTANT AGREEMENTS (See Attachment 6 of the MDOT SHA Request for Proposal located at <https://www.roads.maryland.gov/ohd/RFPAGuidelines.pdf>), TEA 21 of 1998, MAP 21 OF 2012, FAST ACT 2015, AND INFRASTRUCTURE INVESTMENT JOBS ACT 2021. All Offerors shall comply with policies and guidelines established in State of Maryland Federal Disadvantaged Business Enterprise Program Manual, MDOT Office of Minority Business Enterprise, June 2012, Revised March 2015, April 2018, March 2021 (see https://www.mdot.maryland.gov/mbe_docs/DBE_Manual.pdf).

City of Rockville 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. Suggested changes and MFD-V enhancements to this solicitation's requirements for possible consideration and/or inclusion in future solicitations are encouraged. Any questions regarding MFD-V outreach or questions/concerns regarding the City's bidding process should be addressed to Pat Ryan, pryan@rockvillemd.gov or 240-314-8434.

**CITY OF ROCKVILLE
ROCKVILLE, MARYLAND
REQUEST FOR PROPOSAL 05-23
North Stonestreet Avenue Sidewalk Improvements**

RECEIPT AND HANDLING OF PROPOSALS

Sealed proposals will be received electronically via a City designated bid/proposal receipt software solution until **2:00 P.M. EST, Tuesday, August 22, 2023**. The offeror assumes full responsibility for the timely delivery of a proposal via the designated solution. Proposals delivered in any other fashion will not be considered. Properly submitted proposals will be opened in a virtual environment after the time set for receipt of proposals.

Submission of a proposal electronically is consent by the bidder to conduct any or all elements of the procurement by electronic means, in accordance with the terms of this request for proposals.

The RFP documents will be made public via the City's Collaboration Portal and eMarylandMarketplaceAdvantage, however, proposals will only be accepted electronically via the City's Collaboration Portal.

Proposals presented after the proposal receiving deadline will not be accepted for any reason. The official time clock for receiving proposals will be that of the City's third party software solution provider's located at Rockville City Hall.

ATTENTION: OFFERORS ARE HEREBY NOTIFIED THAT THE CITY'S THIRD PARTY SOFTWARE SOLUTION PROVIDER'S COMPUTER SERVER TIME MAY DIFFER FROM THAT OF OTHER ELECTRONIC DEVICES, COMPUTER SOFTWARE AND COMPUTER HARDWARE THAT MAY BE USED TO ELECTRONICALLY SUBMIT THE PROPOSAL. OFFERORS ARE RESPONSIBLE FOR ALLOWING ADEQUATE TIME TO SUCCESSFULLY DELIVER THE PROPOSAL TO THE REQUIRED ELECTRONIC LOCATION BY THE REQUIRED TIME.

In accordance with Chapter 17 of the City's Procurement Ordinance, competitive sealed proposals are not publicly opened or otherwise handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the evaluation process. The proposals, except for information identified by the offeror as proprietary, shall be open for public inspection after the contract award.

REQUEST FOR PROPOSALS (RFP) DOCUMENTS

The RFP documents are available via the City's Collaboration Portal and via eMarylandMarketplaceAdvantage under BPM038414:

[Contract Insight - Collaboration Portal \(rockvillemd.gov\)](https://rockvillemd.gov/contract-insight-collaboration-portal)

<https://emma.maryland.gov/>

PRE-PROPOSAL MEETING

A virtual, telepresence pre-proposal meeting will be held on Tuesday, June 27, 2023, AT 2 P.M. EST. Offerors must register below in order to attend the meeting. This meeting is not mandatory; however, offerors are strongly encouraged to attend. Individuals interested in viewing the vicinity of the work are encouraged to do so independently, and in a socially distanced manner, prior to the pre-proposal meeting. Offerors shall assume complete responsibility and liability for any and all visits. Egress on private property is discouraged.

Register for Virtual Pre-Proposal Meeting Here: [Register](#)

SUBMITTAL OF QUESTIONS, MODIFICATIONS AND ADDENDUM

Technical and contractual questions pertaining to this RFP may be directed to **TJ Ellison, CPPB, Principal Buyer**, via the [City's Collaboration Portal](#) no later than **Friday, July 28, 2023 BY 2 P.M. EST**. Oral answers to questions relative to interpretation of requirements or the proposal process will not be binding on the City.

To ensure fair consideration for all offerors, any interpretation made to prospective offerors will be expressed in the form of an addendum to the requirements, if such information is deemed necessary for the preparation of proposals or if the lack of such information would be detrimental to the uninformed offeror. Such addendums, if issued, will be posted at the City's Collaboration Portal listed below and in the eMarylandMarketplaceAdvantage portal under BPM038414:

[Contract Insight - Collaboration Portal \(rockvillemd.gov\)](#)

<https://emma.maryland.gov/>

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

SITE LOCATION

All work sites are located in the City of Rockville, Montgomery County, Maryland.

PROJECT DESCRIPTION

The City of Rockville, in Montgomery County MD, is seeking professional engineering services to design improvements in support of the Stonestreet Avenue Corridor Redevelopment. The project consists of improving pedestrian and bicycle connections to the Rockville Metro Station along Park Road (between North Stonestreet Avenue and South Stonestreet Avenue) and N. Stonestreet Ave (between Park Road and Lincoln Avenue). Improvement will include wider sidewalks and bike lanes, as well as associated traffic signal modifications.

Proposals are being requested from qualified firms with considerable experience in sidewalk design and improvements, development of construction documents, preparation of exhibits/presentations for public outreach activities, management of environmental processes and preparation of environmental documents, development of construction cost estimates/schedules, management of right of way/title search processes, preparation of construction documents specifications/design drawings, participation in development and design of federally funded projects.

It is anticipated that design work will begin November, 2023 and will need to be completed by November 2024. The process may be extended, depending on the public outreach and comments received, along with any applicable Federal and State mandatory review requirements.

Funding for this project is provided primarily by the portion of the federal Transportation Alternative Program (TAP). The MOU "P02108 M-1" signed on April 26, 2021 between THE Maryland State Highway Administration (MDOT SHA) and the CITY OF ROCKVILLE for North Stonestreet Avenue Sidewalk Improvements. Project shall be managed by the City of Rockville. SHA will provide administrative oversight of all project activities, and will review milestone submittals, and need to provide approval to advertise the project for construction. Engineering services provided shall be in accordance with Federal and Maryland State Highway Administration (S.H.A) "Specifications for Consulting Engineers' Services".

All elements of project scope subject to federal, state regulation, standards, specification & guidance.

AWARD

Upon receipt of technical proposals, the City of Rockville shall rate and rank the proposals on the basis of the evaluation factors published in the Request for Proposal and select the offeror whose professional qualifications and proposed services are deemed most meritorious. The City will then review the selected offeror's price proposal, after which, negotiations shall then be conducted, with the offeror. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. If price negotiations with the offeror ranked first are not successful, negotiations shall be formally terminated and negotiations conducted with the offeror ranked second most meritorious, and so on, until such a contract can be negotiated at a fair and reasonable price.

NOTICE TO OFFERORS

"Pursuant to 7-201 et seq of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, MD 21201 before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation." Proposers must supply with their proposals their US Treasury Department Employer's Identification Number as such number is shown on their Employer's Quarterly Federal Tax Return (US Treasury Department Form No. 941). Companies located outside Maryland should call 1-410-767-1006, or e-mail: charterhelp@dat.state.md.us. All firms, including Joint Ventures, must be in good standing with the Maryland Department of Assessments and Taxation at the time of submittal. Foreign corporations may also qualify for an equivalent certificate of good standing through the Maryland Department of Assessments and Taxation at <http://www.dat.state.md.us/SDAT%20Forms/forcp.pdf>.

QUALIFICATIONS TO CONTRACT WITH PUBLIC BODY

Proposers must be qualified to propose in the state in accordance with Section 16-202 of the State Finance and Procurement Article of the Annotated Code of Maryland which states that any person convicted of bribery, attempted bribery, or conspiracy to bribe committed in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

EXPENSES ASSOCIATED WITH RESPONSE

The City of Rockville will not be responsible for any expenses incurred by a firm in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

REJECTION OF PROPOSALS

The City reserves the right to reject any or all proposals in part or in full and to waive any technicalities or informalities as may best serve the interests of the City.

DISABILITY INFORMATION

Any individuals with disabilities who would like to receive the information in this document in another form may contact the ADA Coordinator at (240) 314-8100; TDD (240) 314-8137.

W-9 FORM REQUIRED

Successful respondents are required to complete and submit a W-9 Form. The W-9 form can be accessed at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3>. It is the successful respondent's responsibility to act upon this instruction for submitting a W-9 form. The City will not be able to process payments if this form is not completed and submitted to the Procurement Division.

North Stonestreet Avenue Sidewalk Improvements RFP Key Information Summary Sheet

RFP Number: 05-23

RFP Issue Date: Friday, June 16th, 2023

RFP Contact: TJ Ellison, CPPB, Principal Buyer;
Procurement Division
City of Rockville, City Hall
111 Maryland Avenue
Rockville, Maryland 20850
Phone: (240) 314-8436
Fax: (240) 314-8439

Submittals are to be Sent to: [Submit Electronic Proposal Packet Here](#)

Pre-Submittal Conference: Tuesday, June 27, 2023 at 2 P.M. EST

Closing Date and Time: Tuesday, August 22, 2023 at 2 P.M. EST,

**Qualified Disadvantaged Business Enterprises (DBE) as
well as in-State and out-of-State Consultants are
Encouraged to Respond to this Solicitation**

A DBE goal of 10% has been assigned for this project.

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FEDERAL AND STATE OF MARYLAND GENERAL CONDITIONS

CITY OF ROCKVILLE, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C §§ 200d to 200d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this Project advertisement, MDOT certified Disadvantaged Business Enterprises (DBE) will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, age, sex, English proficiency, income level or disability in consideration for an award (23 CFR § 200, 49 CFR § 21 and 26). Consultants interested in submitting a Proposal must comply with the SPECIAL PROVISIONS AFFIRMATIVE ACTION REQUIREMENTS UTILIZATION OF DISADVANTAGED BUSINESSES ENTERPRISE THE SURFACE TRANSPORTATION AND RELOCATION ASSISTANCE ACT OF 1987 AND ISTEA OF 1991 FOR FEDERAL-AID CONSULTANT AGREEMENTS (See Attachment 6, page 45, of the MDOT SHA Request for Proposal located at <https://www.roads.maryland.gov/ohd/RFPAGuidelines.pdf>), TEA 21 of 1998, MAP 21 OF 2012, FAST ACT 2015, AND INFRASTRUCTURE INVESTMENT JOBS ACT 2021. All Offerors shall comply with policies and guidelines established in State of Maryland Federal Disadvantaged Business Enterprise Program Manual, MDOT Office of Minority Business Enterprise, June 2012, Revised March 2015, April 2018, March 2021 (see https://www.mdot.maryland.gov/mbe_docs/DBE_Manual.pdf). CITY OF ROCKVILLE hereby notifies all bidders/offerors that in regard to any contract entered into pursuant to this advertisement, whenever the term “disadvantaged” and “minority” is used, it is understood to include women. The terms “disadvantaged” and “minority” include certified female owned businesses, which will be afforded full opportunity to submit bids in response to this notice and will not be subjected to discrimination on the basis of race, color, sex or national origin in consideration for an award. It is the goal of CITY OF ROCKVILLE that disadvantaged business enterprises participate in all federal-aid contracts. Each contract will be evaluated for the placement of a goal for DBE participation on a contract-by-contract basis. MDOT certified DBE firms are encouraged to respond to this solicitation.

Pursuant to 49 CFR 26.29 a provision must be placed in every USDOT-assisted contract requiring prime contractors to promptly pay subcontractors for satisfactory performance on their contracts no later than 30 days from receipt of each payment that MDOT makes to the prime contractor. To the extent that it is not inconsistent with federal law, all prime contractors shall also comply with all Maryland laws and regulations regarding the prompt payment to subcontractors.

In accordance with 49 CFR §26.13, each contract between the CITY OF ROCKVILLE and the contractor and each subcontract the prime contractor signs with a subcontractor, must include the following assurance “The contractor, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as CITY OF ROCKVILLE deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.”

Indirect cost rates shall be established in accordance with 23 CFR 172.11 (b)(1) and the City shall perform an evaluation of a consultant's or subconsultant's audited indirect cost rate prior to acceptance and application of the rate to contracts administered by the recipient or its subrecipients.

As per State Finance and Procurement Article 17-701 – 17-707 of the Annotated Code of Maryland, the firms selected for a given contract will be required to provide Certification Regarding Investments in Iran. Furthermore, selected firms must comply with the State of Maryland Executive Order 01.01.2017.25 Prohibiting Discriminatory Boycotts of Israel

State procurement.

1 BACKGROUND AND PROJECT DESCRIPTION:

The City of Rockville Department of Public Works (DPW) is seeking professional engineering services to design improvements in support of the Stonestreet Avenue Corridor Redevelopment. The project consists of improving pedestrian and bicycle connections to the Rockville Metro Station along Park Road (between North Stonestreet Avenue and South Stonestreet Avenue) and N. Stonestreet Ave (between Park Road and Lincoln Avenue). Improvement will include wider sidewalks and bike lanes.

This project supports the Stonestreet Corridor Redevelopment Plan initiated by the City's Community Planning and Development Services Department. Details of the N. Stonestreet Avenue comprehensive master plan amendment can be found at the following website: <https://www.rockvillemd.gov/2004/Stonestreet-Corridor>. Design for this project shall include curbs and gutters, pavement, drainage, possible utility relocation, right-of-way establishment and property acquisition service-stormwater management, sidewalks, street lighting, signage, landscaping, and traffic signal modifications. Incorporation of modern environmental site design (ESD) techniques into the roadway sections is essential. In addition to these design services the project will also require Right-of-Way acquisition services consisting of property title searches and appraisals.

2 SCOPE OF WORK:

The plans, design process and deliverables must meet Maryland Department of Transportation State CITY OF ROCKVILLE ("MDOT-SHA") Engineering/Design standards and Transportation Alternative Program (TAP) guidance. Please see the MDOT-SHA TAP Manual and MDOT-SHA *Development Guide for Local Public Agencies and Other Sub-Recipients of Federal Funds* for more information.

The procurement process for this project will follow Competitive Negotiation/Qualifications Based Selection procedures and is subject to both Federal and State regulations as well as City and other local requirements.

2.1 Services necessary for this project will include, but may not be limited to:

2.1.1 Topographic and Boundary Surveys

Detailed survey must show all existing conditions and features. Refer to "Figure 1" for the survey project limits. In addition to all features within the limits, at least the first inlets upstream and downstream of the project limits on N. Stonestreet Avenue, S. Stonestreet Avenue and Park Road should be surveyed. Survey services to be provided shall include the preparation and submittal of utility information request letters to any and all utility companies who may have existing facilities within the project limits. It may be necessary to coordinate beyond the initial letter with utility companies in order to collect utility information. The design should account for all utilities to allow for planning and coordinating possible relocations during the design phase.

The Consultant will need to enter adjacent private property to obtain survey information for this project. Consultant is responsible for notifying affected residents via a door hanger or other written notification 48 hours prior to accessing private property. Written notification shall include a phone number and email contact for residents who wish to 'opt out' and deny the Consultant access to their property. Consultant shall also attempt to notify residents the day of surveying by knocking on the door prior to entering the private property for surveying. The Consultant shall provide the City with a plan or list of those properties to be notified.

Survey shall contain the following:

- 1) Horizontal control is to conform to Maryland State Plane Coordinate System NAD 1983/1991.
- 2) Vertical control is to conform to US Coast and Geodetic Survey mean sea level datum of 1988 (NAVD 1988).
- 3) Must include proposed and existing public right-of-way and easement lines; as well as property lines, legal

- property description, addresses, and property owners.
- 4) Road features (curb and gutter lines, pavement edges, medians, pavement markings, crosswalks, roadway signs, street lights, speed bumps, sidewalks, guard rails, signal poles, signal boxes, signal loops, handicap ramps, driveways, aprons and lead walks, bus stop signs and pads, etc.)
 - 5) Field locate existing utilities (including, but not limited to, water lines and valves, water meters, fire hydrant, sewer lines, manholes, cleanouts, water and sewer house connections, storm drain pipes and inlets, gas lines and valves, power poles, guy wires, overhead wires, telephone and/or cable boxes, etc.)
 - 6) All other features (fences, steps, walls, hand rails, etc.)
 - 7) Elevations and topography must be based upon a field run survey;
 - 8) Existing contours at 1 foot intervals;
 - 9) Provide a minimum of two (2) benchmarks along N. Stonestreet Avenue, and a minimum of two (2) benchmarks along Park Road (outside of the project LOD) with horizontal and vertical control for construction and stakeout by others;
 - 10) Subsurface Utility Engineering Quality Level B, as defined here:
<http://www.fhwa.dot.gov/programadmin/sueindex.htm>
 - 11) Must have all existing utility feature alignments and inverts.
 - 12) All surface utilities (valves, valve boxes, manholes, inlet, etc.) must have top elevations and inlet size of throat.
 - 13) Sanitary Sewer and Storm Drain Systems must have field recorded invert elevations in and out, pipe size and material type.
 - 14) Miss Utility must be called to locate all non-City utilities (gas, electric, phone, cable, etc.) prior to field surveying.
 - 15) Rockville Maintenance (240-314-8570) must be called to locate all City utilities (water, sewer, and storm drain) a minimum 48 hours prior to field surveying.
 - 16) Survey services to be provided shall include the preparation and submittal of utility information request letters to all utility companies who have existing or known proposed facilities within the project limits. Copies of the letters shall be provided to the City.
 - 17) Test Pits will be required for all potential utility crossings and the appropriate permits must be obtained from either the City of Rockville Department of Public Works or the Maryland State Highway Administration. Test pits shall be priced per each to be conducted. Approximately 10 test pits are expected within the project limits.
 - 18) Surveys must be completed and signed by a Professional Land Surveyor, duly registered in the State of Maryland.
 - 19) Environmental features (trees, shrubs, etc.) and existing landscaping (planting islands, etc.) per City Environmental Guidelines
 - 20) All trees within the survey limits or with critical root zones within the expected limits of disturbance are to be located with size and species.
 - i). Trees shall be identified and organized on a "Tree Summary Sheet with the following details: size, species, critical root zone, and condition rating.
 - ii). Trees shall be numbered so they correspond to the locations shown on the plans.
 - iii). 1" of DBH equals 1.5' of critical root zone radius (CRZ).
 - iv). Condition rating means an assessment of a tree's structural integrity and state of health in accordance with the latest edition of the Council of Tree and landscape Appraisers Guide for Plant Appraisal.
 - v). Tree survey shall be in accordance with the City of Rockville Forest and Tree Preservation Ordinance & Forest Conservation Manual.
 - 21) Digital files shall be provided to the City in CADD format; current CADD system is AutoCAD Civil 3D 2014.
 - 22) Use standard base sheets provided by the City to plot final drawing at 20 scale.

2.1.2. Design Plans:

2.1.2.1. Natural Resource Inventory (NRI)/ Forest Stand Delineation (FSD)

- a) Perform a Natural Resources Inventory/Forest Stand Delineation (NRI/FSD) including a jurisdictional wetland delineation on natural areas potentially affected by project construction and construction routes

including a minimum of 25 feet beyond the limit of disturbance. Study limits shall include all trees whose critical root zone will lie within the limits of disturbance or where the critical root zone overlaps the limits of disturbance. Utilize the base mapping provided by the City as well as the information compiled in Task A, as appropriate. The NRI/FSD shall be prepared in accordance with the requirements of the FTPO, the Forest Conservation Manual and Environmental Guidelines. The City Forester shall approve the NRI/FSD. Information can be found on the City's website <http://www.rockvillemd.gov/index.aspx?NID=1066> under the NRI/FSD and Forestry links.

- b) The Forest Conservation Plan (FCP) shall be prepared in accordance with the requirements of the FTPO, Rockville Forest Conservation Manual and the City of Rockville Environmental Guidelines. Please refer to the FTPO (including associated applications) and Rockville Forest Conservation Manual which are available on the City website.
- c) A licensed Maryland Forester, Maryland Registered Landscape Architect or Qualified Professional in accordance with the Maryland Forest Conservation Act, must prepare the Natural Resources Inventory/Forest Stand Delineation (NRI/FSD) before the 30% design submission and Forest Conservation Plan (FCP) for the 65% design submission.

2.1.2.2. Stormwater Management Plan (SWM)

- a) Combined Storm Water Management Concept: The consultant shall prepare and submit a combined Pre-Application and Development SWM Concept, in accordance with Chapter 19 of the City Code, including the requirement to provide SWM via Environmental Site Design (ESD) to the Maximum Extent Practicable (MEP). The SWM concept shall be developed utilizing the following assumptions:
 - i. The project will be considered a "Redevelopment" for SWM Ordinance purposes.
 - ii. SWM must be provided for the new and replaced impervious area within the projects Limit of Disturbance
 - iii. Minimum SWM Criteria: Water Quality Volume (WQv); Channel Protection Volume (Cpv); Overbank Flood Protection Volume (Qp10)
 - iv. SWM must be provided in accordance with priorities established by the code in Sec. 19-44. ESD is the first priority, followed by a structural water quality system and then Alternatives as described in Sec. 19-50, including monetary contribution.
 - v. It is acceptable to provide a justification if there is not adequate space (vertical or horizontal) within the right-of-way for ESD measures. The concept should present measures to treat the target PE but a minimum of 1-inch must be treated by ESD measures, structural systems, alternatives or a combination of the three.

Minimum SWM requirements shall be established by the City of Rockville, Chief of Engineering in conjunction with the review and approval of the Combined SWM Concept.

- b) Storm Water Management Plans: Based on the approved SWM Concept, the consultant shall prepare detailed SWM plans and specifications for review and approval by DPW Engineering Division. Design should be based on MDE 2000 SWM Design Manual, and must meet Rockville regulation, criteria and standards.

2.1.2.3. Grade Establishment and Details

The plans shall utilize the City's standard notes, borders, and details when applicable. The design shall include the roadway alignment and all associated proposed grading due to the improvements along N. Stonestreet Avenue and Park Road. Roadway alignment modifications are possible to accommodate the sidewalk width and proper lane widths due to the preservation of the trees, the conflicts of the existing utilities or other constructability issues. It is anticipated that curb / gutter and storm drain modifications/extensions will be necessary as part of the project. All elements should be considered and included as part of the scope of work. Should modular block retaining walls be recommended to assist with grading, the wall design shall be included in the scope of work. The plans shall provide details for all restoration to include the repair of driveway aprons, curb and gutter, pavements, and all disturbed areas. All impacts to trees, landscaping, utilities, or any other appurtenances shall be noted in the plans with instruction to the contractor. Limits of disturbance shall be included and will be based on the proposed grading. Attention must be placed on existing utilities to effectively plan the design around their locations, or alternatively to coordinate relocation of utilities with utility companies during the design process. The plans must be prepared and sealed by a Professional Engineer, licensed in the state of Maryland.

2.1.2.4. Storm Drain Plans and Details

The consultant shall prepare a drainage area map that includes all areas, right-of-way and offsite, which drain through the project limits. A survey of the existing storm drain system shall be conducted and a safe conveyance study shall be performed. The survey limits shall be extended beyond the project area, as needed, to acquire the necessary information on the existing storm drain system. The additional survey shall only provide enough information to perform the storm drain conveyance study. The existing storm drain system shall be evaluated to determine if it safely and adequately conveys the proposed 10-year storm event to a stable outfall. If any portion of the existing storm drain system is inadequate to safely convey the drainage, storm drain capacity improvements shall be designed. Any new storm drainage system must be designed to provide safe conveyance of all flow in accordance with Montgomery County Storm Drain Criteria, including adequate inlet spacing, sizing, spread, and stable discharge area. Consultant shall include in the design the storm drain pipe computations and the spread computations and analysis of the 10 and 25 year Hydraulic Grade Line (HGL). For purposes of this proposal, assume that no downstream improvements are required. All necessary storm drain computations shall be submitted as a design study and report.

2.1.2.5. Erosion and Sediment Control Plan

This plan shall include limit of disturbance, sediment control measures, as necessary, (stabilized construction entrance, silt fence, earth dikes, inlet protection, etc.), sequence of construction, location of staging areas, sediment control notes and details. Sequencing to include construction access, phasing, staging and detailed description of steps to complete the project. This plan needs the owner/developer certifications and must be coordinated with the Forest Conservation Plan and utilize the same scale.

2.1.2.6. Maintenance of Traffic Plan

- a) Plans shall address the flow of traffic (vehicular, transit, pedestrians, and bicyclists) during construction according to the construction phasing and detours. Plan shall be in accordance with the latest edition of the MD MUTCD.
- b) Plan shall include the proposed construction access to site and include a site utilization plan (stockpiles, employee parking, etc.)
- c) Pedestrian and vehicular access to adjacent buildings and properties must be maintained throughout construction.

2.1.2.7. Signing and Marking Plans

The plan must specify and show all traffic related signs, traffic control devices, and Pavement markings in accordance with the latest edition of the MD MUTCD.

2.1.2.8. Streetscape/Landscape Plan

The plan shall show utility/streetlight pole locations and existing/planned tree locations with suggested improvements, including all proposed landscaping for this project and parking meter locations. Details for streetlights and parking meters will be provided by City of Rockville. The following landscape related information shall also be provided:

- a) The limits of disturbance including staging areas, locations of sediment control measures and tree protection fence, proposed grading, utility relocations, any other improvements proposed by the project (signs, aprons, etc.).
- b) Graphically show all existing trees from the Tree Survey and all tree removals with an "X".
- c) Tree mitigation measures such as root pruning, crown elevating, etc., as applicable, for trees to be saved.
- d) An updated tree table showing the disposition as either "save" or "remove" for all trees shown on the Tree Survey as well as the number of replacement trees owed (right of way trees replaced at 1:1, private trees replaced per the City's Forest and Tree Preservation Ordinance).
- e) Show tree replacement planting locations and a plant list with specific tree types and sizes (2.5" caliper for shade and ornamental trees and 7-8' high for evergreen trees) for all replacement trees owed. Project team will need to consult with city for species preferences.

2.1.2.9. Right-of-Way Establishment

- a) Plans: The Consultant shall develop Right-of-Way plans for the sections of N. Stonestreet Avenue from Park Road to Lincoln Avenue, Park Road from N. Stonestreet Avenue to S. Stonestreet Avenue and the intersection at Park Road and S. Stonestreet Avenue. Right-of-way delineation and establishment is an

important part of this project. Documentation provided shall include parcel delineation, production of right-of-way plats and/or easements, determination of existing easements, and title search, especially in areas where land acquisition/take is expected.

- b) Plats showing easements and takes for the project: All easements and right-of-way takes shall be detailed on plat drawings. The Consultant shall prepare roadway plats for the sections in which N. Stonestreet Avenue, S. Stonestreet Avenue and Park Road right-of-way has not been dedicated to public use by plat. Temporary easements shall be shown on a separate plan. The consultant shall prepare documentary evidence of fee ownership, easement interests, or rights of entry for all properties to be worked upon or entered as part of this project, in the City of Rockville's name, in accordance with Federal and State requirements.
- c) The consultant shall quote the right of way establishment service per property parcel with the unit rate assume approximately 15 properties will be required within the project limits.

2.1.2.10. Traffic Signal Plan with Geotechnical Evaluation

- a) The Consultant shall develop preliminary traffic signal plan for the intersection at S. Stonestreet Ave and Park Road based on the survey and field investigation, which includes mast arm poles, pedestrian equipment, detection, and the cabinet.
- b) The Consultant shall develop temporary traffic signal plans and traffic signal modification plans as needed at the intersection of N. Stonestreet Avenue / Park Road and S. Stonestreet Avenue / Park Road.
- c) The Traffic Signal Plans will be developed meeting current MD MUTCD and SHA requirements. The reconstruction of the intersection at S. Stonestreet Avenue and Park Road will include a traffic signal cabinet, mast arm poles, breakaway pedestal poles, LED traffic signal heads, LED countdown pedestrian signal heads, audible pedestrian pushbuttons, LED roadway lighting, video detection cameras, signs, and intersection geometry design. Based on existing overhead utilities, special mast arms may be required to meet NEC overhead clearance requirements. Additional emphasis will be placed on pedestrian and bicycle safety. Proposed sidewalk ramps meeting current ADA standards will be installed for each crossing. Accessible pedestrian signals meeting Rockville and SHA standards will be provided for all signalized crossings.
- d) Geotechnical Evaluation: Geotechnical evaluation shall be performed for proposed traffic signal pole locations. The task shall cover a site reconnaissance; Soils report; 2 in-situ infiltration tests – 15 feet deep. Copies of all test reports shall be submitted to the City of Rockville.

2.1.2.11. Property Acquisition Services

- a) Consultant shall assist the City in limited acquisition of private property services for properties that may be located in the proposed right-of-way.
- b) Services shall include title search and appraisals
- c) These services shall be priced per parcel to be acquired. Approximately 15 parcels are expected within the project limits.
- d) All property acquisition services shall comply with Federal Regulations regarding Right-of-Way acquisition 49 CFR Part 24 subpart B at <https://www.ecfr.gov/current/title-49/subtitle-A/part-24?toc=1>.
- e) The property appraisals shall take place before the 90% design phase.

2.1.3. Meetings

The consultant and the necessary project members must be present for all meetings. Approximately seven meetings will be held. The tentative list of meetings is as follows:

1. Kickoff meeting and possible field walk
2. 30% Design Review
3. Community meeting to present the concept design to the public and discuss impacts
4. 60% Design Review
5. 90% Design Review
6. Pre-Bid Meeting
7. Pre-construction Meeting

The consultant shall prepare a full size set of the preliminary plan sheets and up to three other 24"x36" exhibits for the community meeting to assist in explaining the concept to the community.

2.1.4. Permits

Prior to advertising the project for bids, the Consultant shall apply for and obtain all permits required by Federal, State, City of Rockville, or local authorities, including but not limited to, Erosion and Sediment Control, Roadside Tree Permit/FCA Compliance, Stormwater Management, Critical Areas, Utility Permits, Traffic Control Plans, and any required permit issued by the MD SHA District 3 Office of Construction, if any part of the project is located within or along MD SHA right-of-way.

The Consultant shall obtain all required permits, including preparing and submitting necessary information to support the permit application. The City Department of Public Works will review, approve, and issue the sediment control and stormwater management permits. The City Forester must approve the NRI/FSD, landscaping plans, and forest conservation plans. The City Forester will issue a Forestry permit.

Regulatory agencies outside of the City include but are not limited to Maryland Historic Trust, Maryland Department of the Environment (MDE), Maryland Department of Natural Resources (DNR), Army Corps of Engineers (ACE) and the Maryland Soil Conservation District. The Consultant shall attend any and all meetings required by the outside regulatory agencies. There is no separate payment for attending these meetings. Permits shall be submitted as required to maintain design schedule, to the extent possible. The Consultant/Engineer shall prepare and submit a response to regulatory agency comments within two weeks (14) days after such comments are received.

If any established design standard cannot be met after due diligence, the Consultant must prepare a request for design exception for the concurrence and approval of the agencies in charge.

2.1.5. Cost Estimates and Schedule

The Consultant shall develop construction cost estimates and plan submission schedules at the 30%, 60%, 90%, and 100% design phases. Engineer's Estimate shall be required at the completion of the design phase. Consultant must prepare Engineer's Estimate itemizing all construction pay items and shall correspond directly to the pay items in the bid documents as shown in attachment 5.

Work shall begin within ten (10) days following receipt of a Purchase Order by the Consultant. The anticipated project schedule is as follows:

Submit Proposal	08-22-2023
Contract Award/Issue Purchase Order/Begin Project	On or about 11-22-2023
Submittal One (Survey, Tree Survey/NRI, 30% Design,)	16 weeks for design
➤ Six-week City / State review ends	
➤ Community Meeting	
Submittal Two (60% Design)	12 weeks for design
➤ Six-week City / State review ends	
➤ Approval of SWM Concept	
Submittal Three (90% Design)	12 weeks for design
➤ Six-week City / State review ends	
Submittal Four (Final Design)	12 weeks for design
➤ Six-week City /State review ends	

2.1.6. Technical Specifications and Bid Documents

- a) The Consultant shall prepare a set of reproducible comprehensive design drawings and construction

specifications suitable for public bidding. These specifications shall address all technical and/or construction specifications and shall include pay item descriptions required in order to complete the project.

- b) As applicable, the technical specifications should be in accordance with the following specifications and standards, listed below, including all subsequent addenda, amendments, and errata:
 - i. Maryland Department of Transportation, State Highway Administration, “Standard Specifications for Construction and Materials”, latest edition. MDSHA Book of Standards for Highway and Incidental Structures
 - ii. Montgomery County Department of Transportation, “Montgomery County Road Construction Code and Standard Specifications”
 - iii. Standard Specifications of WSSC dated July 2013, or latest edition
 - iv. Montgomery County Department of Transportation, “Design Standards” August 1991, or latest edition
 - v. Maryland Department of the Environment “2011 Standards and Specifications Soil Erosion and Sediment Control.”
 - vi. Maryland Department of Transportation, State Highway Administration, “Maryland Manual on Uniform Traffic Control Devices for Streets and Highways”, latest edition
 - vii. Montgomery County Noise Ordinance
 - viii. The City of Rockville Code
 - ix. MDOT SHA Specifications for Consulting Engineers' Services Volume II
- c) Format will be provided to the Consultant
- d) The contract documents and drawings will be reproduced and provided for bidding by the Consultant in mylar and electronic format, including CAD files.
- e) The Consultant shall also prepare a description of pay items, bid tabulation, and itemized construction estimate sealed by a Professional Engineer licensed in the State of Maryland.
- f) The construction contract shall be a unit cost contract.
- g) The pay item description shall include unit of measurement, and clearly delineate the items to be included to construct the project.
- h) The bid tabulation will be the actual table used by prospective bidders to complete the construction bid.
- i) The construction estimate format shall match the bid tabulation.
- j) The City will be responsible for the standard terms and conditions, as well as any special provisions, which do not need to be sealed. The City will provide a sample specification to the consultant after issuance of the purchase order. The City will work with the consultant to prepare the Invitation for Bid Documents.

2.2 Expected Deliverables:

The Consultant shall provide professional survey and engineering services, which shall include construction plans, technical specifications, engineer’s estimates, environmental documents, permitting, reports, and right-of-way establishment, title reports and appraisal reports to aid in right-of-way acquisition.

The first step shall be to conduct a feasibility study to evaluate how the desired section from the Stonestreet Corridor Redevelopment Plan shall be placed within the existing right-of-way. The study shall include possible alignments, and shall identify all impacts to existing infrastructure and right-of-way needs associated with these alignments. Following the approval of the preliminary alignment set forth in the feasibility study, engineering design shall be submitted to the City for review.

In general, the submission stages for the engineering design phase are listed below and the consultant is required to specify, in the proposal, detailed content of design sheets or documents that will be submitted at each stage:

30% Design submission shall include the completed survey mapping (existing conditions, including all property lines, curb lines, sidewalks, bike lanes, ramps, utilities, inverts and elevations), technical survey and preliminary design and reports, entire roadway and roadside improvements including horizontal alignment and vertical profile, drainage area map, drainage computations, forest stand delineation (NRI/FSD), drawings showing the foot print of the wetlands, storm water computations, storm drain plans, path alignments, fence locations, general landscaping zones and buffers (species, heights and number), erosion and sediment control (sediment control measures, sequence of construction details), right-of-way delineation, preliminary transportation management, plan and construction detour plans. City and SHA approval of this submittal will allow the consultant to proceed with the 60% design. The 30% design should include the following items:

- Topographic base map, along with the property line survey, and the identification of utilities with concept alignments
- Copies of correspondence to/from the utility companies
- Tree Survey/ NRI

Public meeting will be held after 30% design.

60% Design submission shall include detailed engineering of the roadway and roadside improvements, storm water computations, storm drain plan and profiles (alignments, abandonment, pipe and structure schedules), construction specifications (standard notes, special provisions, cost and schedule estimates, pay items and descriptions), roadway alignments and pavement sections, landscaping, lighting, forest conservation plan (significant tree replacements), final erosion and sediment control plans, right-of-way plans and plats showing easements and takes required to complete project, and if applicable, retaining wall design. City and SHA approval of this submittal will allow the consultant to proceed with the 90% design. The 60% design should include the following items:

- Proposed sidewalk alignment including all proposed grading
- Limits of Disturbance delineated per the proposed grading
- Preliminary estimate of tree removals shown graphically
- Combined SWM Concept
- Preliminary Sediment Control Plan
- Preliminary construction cost estimate

City approval of SWM Concept is necessary for the Consultant to proceed with the 90% design.

90% Design Submission shall include the completed construction specifications, detailed engineering of the roadway and roadside improvements, final storm water computations, storm drain plan and profiles (final alignments, abandonment, pipe and structure schedules), detailed cost estimate, roadway alignments and pavement sections, landscaping, forest conservation plan (significant tree replacements), final erosion and sediment control plans, right-of-way plans showing easements and takes required to complete project, and if applicable, final retaining wall design. SHA and City comments and approval of this submittal will allow the consultant to prepare the 100% design. This submission shall include all elements mentioned in the scope of engineering services as listed under section 2.1 design requirements together with environment documents and permits. In addition, it shall address all issues and comments raised by City staff and the Community. SHA and City approval of this submittal will allow the consultant to complete the project and finalize the design package. The 90% design should include the following items:

- Comments responses to the City, SHA, and public meeting
- Final sidewalk alignment including all grading impacts
- Tree Save, Removal and Replacement Plan/Landscape Plan
- Stormwater Management Construction Plan
- Sediment Control Construction Plan
- All relevant notes and details
- Construction cost estimate
- Technical specifications and descriptions of pay items.

Final Design Submission shall include final plans, specifications, and estimates (PS&E package) which is suitable for MDSHA and Rockville's bidding process for federally funded projects. The final design package shall include the following:

- Sealed mylar plan set
- Sealed technical specifications and descriptions of pay items
- Sealed final construction cost estimate

2.3 Deliverables:

The Consultant shall develop acceptable design and construction documents for the project that satisfy all project objectives, including costs, funding available, construction phasing, and safety. The documents shall meet AASHTO, Maryland SHA, City of Rockville, and all other applicable guidelines and codes. The design and construction of the roadway shall ensure that accessibility to individuals with physical disabilities is provided, in accordance with Federal and State ADA requirements.

The construction of the Stonestreet Avenue Corridor improvement shall be divided into two phases as shown on the Figure 1. Project Limit and Phase Map.

- Phase I: Intersection modifications at both N. Stonestreet Avenue / Park Road and S. Stonestreet Avenue / Park Road with Park Road Roadway Improvement
- Phase II: N. Stonestreet Avenue Roadway Improvement

The intersection modifications and Park Road improvement (Phase I) shall conform to the concept plan provided in Figure 2 Intersection Reconstruction at S. Stonestreet Ave and Park Road Improvement. The N. Stonestreet Avenue roadway improvement (Phase II) shall conform to the typical sections provided in Figure 3 Typical Cross Section on N. Stonestreet Ave. However, if deviations are proposed by the Consultant, they shall be identified at the 30% Design review meeting.

2.4 Anticipated Schedule:

Work shall begin within 10 days following acceptance of award by the Consultant and all design work shall be completed within 12 months. Within 10 months, 90% design shall be complete. Work on 90% design shall not commence until all right-of-way acquisition is complete. In no case will design proceed past 90% without right-of-way acquisition finalized, in case changes are necessary.

The Consultant shall submit a schedule for the design, including 30%, 60%, 90% and final plan (approval for PS&E) submittals. The schedule is due within one week after notification that the quote and proposal is accepted by the City. The Consultant shall submit progress reports to the City with each monthly invoice.

Figure 1. Project Limit and Phase Map

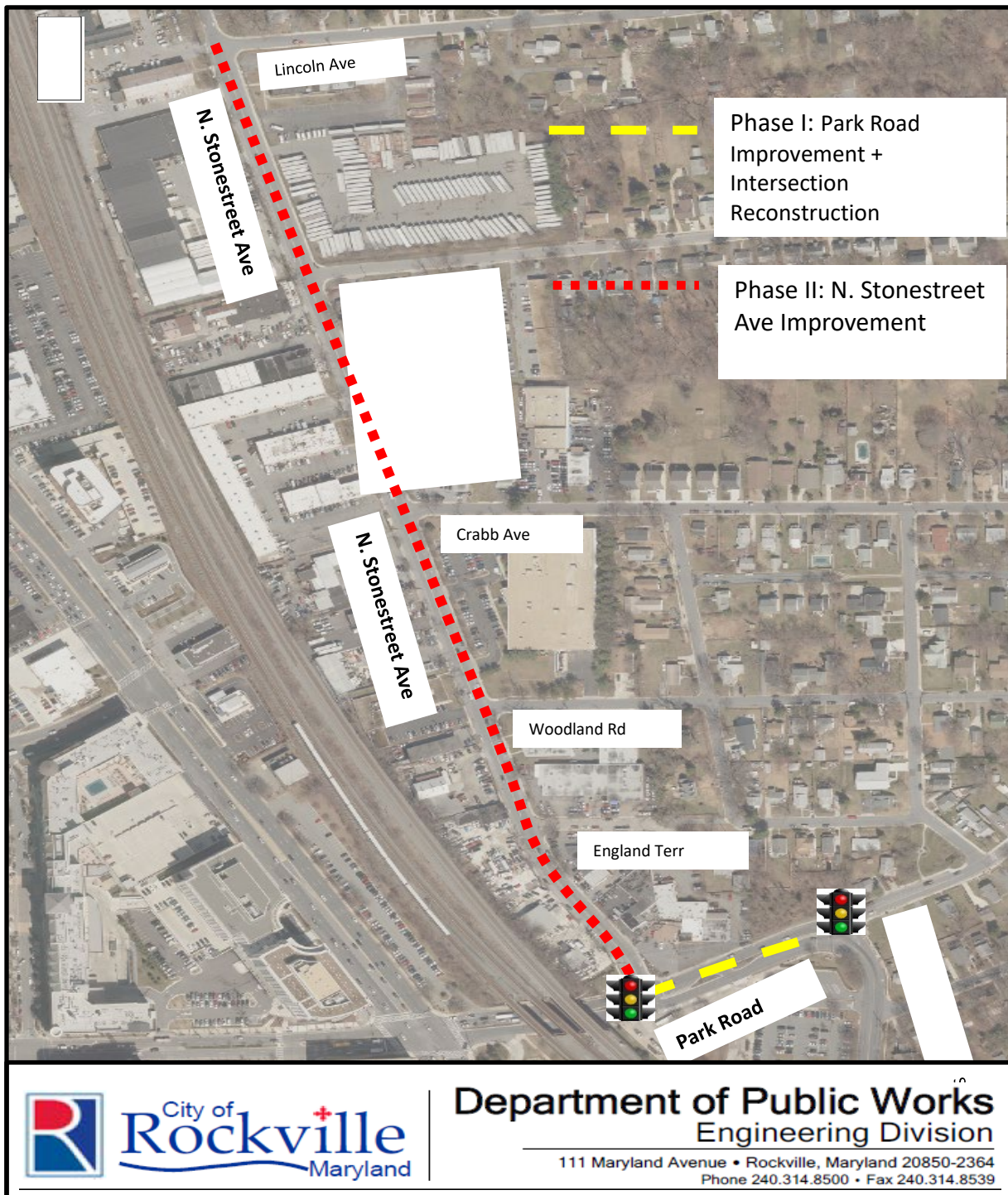
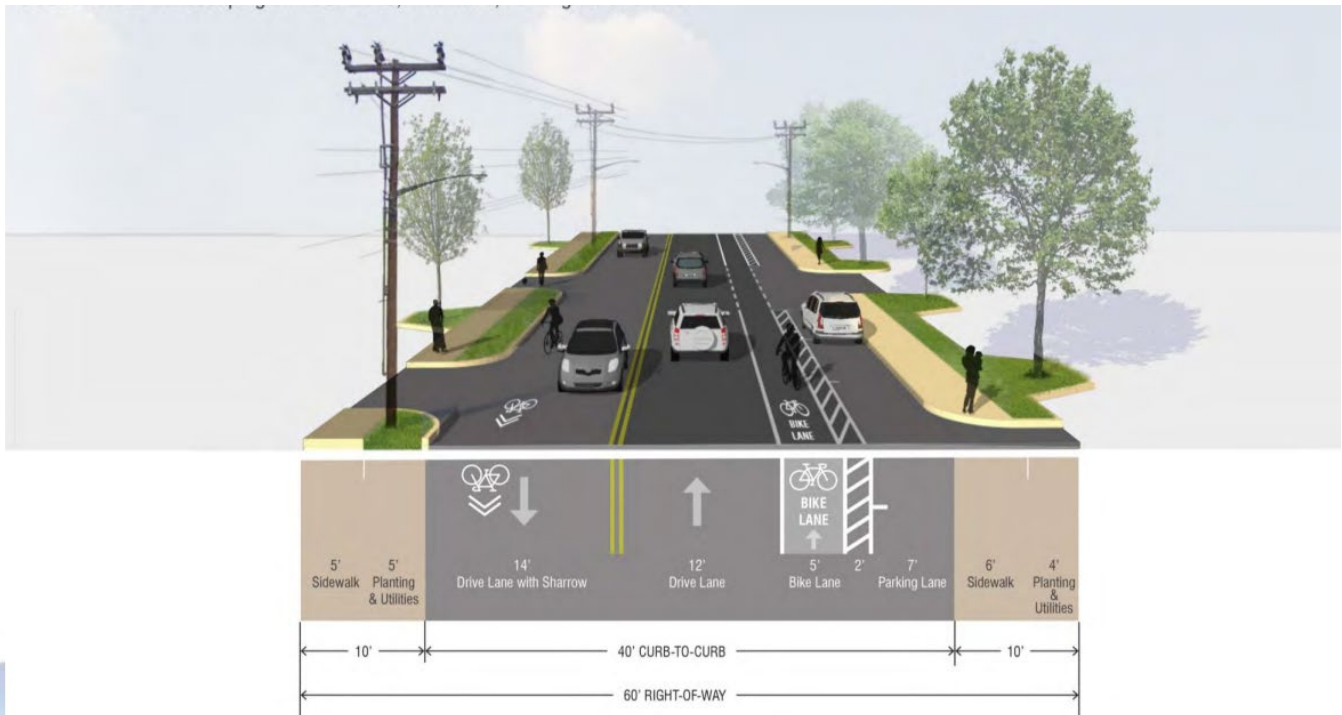


Figure 2. Intersection Reconstruction at S. Stonestreet Ave and Park Road Improvement



Figure 3. Typical Cross Section on N. Stonestreet Ave



3 REQUIRED QUALIFICATIONS

The Consultant shall provide a complete list of proposed personnel that will be assigned to the project, including sub-contractors, which will include all relevant qualifications and experience. The personnel presented in the proposal shall be the personnel that will be working on the project for the entire duration. This includes the personnel from sub-contractors. If any changes are made to the personnel assigned to the project, a written request

must be submitted to the City including all relevant qualifications and experience of the substitute. The substitute shall have experience and qualifications equal to that of the originally assigned personnel.

The Consultant shall submit a narrative describing their qualifications and any previous projects with similar scope that have been successfully completed. A minimum of three (3) years of experience performing similar design work as this task order with the City of Rockville or other local government agencies/ municipalities is needed. There is a 10% DBE/MBE goal for this project.

4 PAYMENT:

Payment is expected to be on a monthly, with the following units the basis for payment:

- 6.3.1 Professional Engineering Survey Service
- 6.3.2 Natural Resources Inventory Report and NRI/FSD Plan
- 6.3.3 Full 30% Design Plan set
- 6.3.4 Full 60% Design Plan set
- 6.3.5 Full 90% Design Plan set
- 6.3.6 Right-of-Way Establishment
- 6.3.7 Forest Conservation and Planting Plan
- 6.3.8 Final Design Plan set
- 6.3.9 Public Outreach
- 6.3.10 Traffic Signal Modification Plan with Geotechnical Evaluation
- 6.3.11 Property Acquisition Services
- 6.3.12 Permits

5 TECHNICAL PROPOSAL:

The Technical Proposal submitted by a consultant shall deal specifically with the scope of services to be performed, the work plan to be used, the key staff to be assigned, an estimate of man hour distribution (expressed in percents) to perform all project services, a complete description of the proposed computer services, letters of commitment from subcontractors, minority participation, ~~if required~~, and relevant financial and insurance information. The page limit for the technical Proposal is: 200. Therefore, the Technical Proposal shall include, as a minimum, the following eight (8) distinct parts:

- I. **Scope of Services** - The consultant shall set forth their understanding of what work is to be accomplished. Specific reference must be made to all laws, regulations, specifications and policy that apply. The proposal should be summarized sufficiently to demonstrate the consultant's understanding of the services and deliverables expected. Special requirements of the project (e.g. maintenance of traffic, etc.) should be discussed and any unique circumstances or suggestions should be presented. The project should be reviewed in the field, and any resulting conclusions presented. The consultant shall set forth that any proposed subcontractor(s) has a clear understanding of that work which the subcontractor(s) will be performing.
- II. **Work Plan** - The consultant shall set forth how he proposes to accomplish the scope of services. Specifically, the consultant shall address the methodology, techniques and processes he proposes to use as well as, discuss general staffing devoted to the projects and the strategies/processes for completing the Task Order. This section shall also contain work schedules and completion times. Maximum three (3) pages in Length.
- III. **Key Staff** - Key Staff is defined as the productive staff who have major project responsibilities. On the first page of this section the consultant shall indicate the key staff anticipated to be assigned to the project. Following each key staff individual listed, the consultant shall set forth the specific responsibilities of each individual within the project. The consultant shall submit a one (1) page resume for each key staff individual, showing both general experience and specific experience related to the subject project.

The consultant may show an organization chart of proposed personnel in this Section. The consultant may also include in this section a listing of support personnel proposed, including items such as names, degrees, registrations and expertise, limited to three (3) lines for each individual. Resumes of support personnel are not to be included.

- IV. **Time Estimate** – The consultant shall set forth the percentages of time proposed per classification of employee, per task or per work function, etc., to the degree necessary to adequately respond to the RFP. Man-hours are not to be shown in the technical proposals. Total percentages shall add up to 100%. A column of percentages of time estimated for each classification are to be shown for the prime consultant, for each subcontractor proposed, and one (1) column showing totals of all firms which are to add up to 100%. When multiple firms are used, the total for each firm must add up to something less than 100%.
- V. **Computer/CADD Section** - The consultant shall document all proposed computer/CADD services for the proposed project.
- VI. **Subcontractors** - If the consultant proposes subcontractors to perform services, a clear statement of commitment from each proposed subcontractor to the consultant must be included in the Technical Proposal. The commitment shall include a definitive statement of the services to be performed and who will have management authority.

- VII. **DBE/MBE/WBE Compliance** –
As per the MDOT promulgated Maryland Minority Business Enterprise/Federal Disadvantaged Business Enterprise Program - Revised March 2000, the term Minority Business Enterprise (MBE) is used for state funded projects and the term Disadvantaged Business Enterprise (DBE) is used for federally funded projects.

The consultant shall meet the established mandatory 10% DBE goal by either their own forces or approved DBE subcontractor(s). Technical Proposals will provide a listing of all of the proposed MDOT certified DBE firms, associated MDOT Certification Numbers, and the name and contact information for the DBE Consultant Liaison Officer. Bidders must complete and provide MDOT DBE Form A – Certified DBE Utilization and Fair Solicitation Affidavit for Federally-Funded Contracts and MDOT Form B – DBE Participation Schedule for Federally-Funded Contracts. (Attachment 1). These documents will not count toward the page limit).

- VIII. **Financial Capacity and Insurance** - In this Section, the consultant must include a letter addressed to the City of Rockville setting forth evidence, in the form of a declarative statement(s), that:

- 1) The consultant has the financial capacity to provide the services, and
- 2) The consultant has measures of protection for the State against errors and omissions.

Please see attachment 4 for City's detailed insurance requirements.

Section VIII of the Technical Proposal must also include a copy of the consultant's current certificate(s) of insurance, which should contain, as a minimum, the following:

- 1) Carrier (Name and Address)
- 2) Type of Insurance (to address each of the four (4) required areas)
- 3) Amounts of Coverage (including Deductible(s))
- 4) Period(s) covered by Insurance
- 5) Any exclusions

Failure of the consultant to submit satisfactorily to these requirements and failure to address all four (4) areas of insurance required shall result in the City of Rockville rejecting the Technical Proposal.

The consultant shall prepare a letter of transmittal, as a part of the Technical Proposal, to transmit the Technical Proposal to the City of Rockville. This letter shall be signed by the person or persons required to legally bind the consultant to the proposal.

The Technical Proposal transmittal letter shall specifically state that the consultant shall complete all Project services, within the proposed time estimate, to the satisfaction of the City of Rockville. Also, any justification or explanatory material relevant to the Technical Proposal shall be set forth in this letter. The letter shall be concise and not repeat any of the detailed information found elsewhere in the Technical Proposal.

The Technical Proposal shall be structured to the following outline:

- Title Page
- Transmittal Letter
- Table of Contents
- Scope of Services
- Work Plan
- Key Staff
- Time Estimate
- Computer/CADD
- Federally Funded Contracts Certified DBE Utilization and Fair Solicitation Affidavit (Attachment 1)
- Federally Funded Contracts DBE /Participation Schedule (Attachment 2)
- Financial Capacity and Insurance (Attachment 4)
- Certification for Contracts, Grants, Loans, and Cooperative Agreements (Attachment 5)
- References (Attachment 6)
- City of Rockville Maryland Affidavit Form (Attachment 7)
- Respondent's Questionnaire (Attachment 8)

All proposal forms and documents as required by this RFP must be electronically filled out, signed (electronic signature is acceptable) and submitted via one combined pdf document using the hyperlink provided directly below. Two (2) separate electronic submittals shall be included to provide one (1) original version and one (1) redacted version of your proposal:

Submit Electronic Proposal Packet Here: [SUBMIT](#)

At a minimum the file name of the pdf document must contain the RFP Number, Offeror's Name and Proposal Due Date.

In accordance with Public Information/Proprietary/Confidential Information, Paragraph 13 "Privileged Information and Work Product", it is the responsibility of the Consultant to clearly identify each part of its submittal that is confidential commercial or financial information by stamping the bottom right-hand corner of each pertinent page with one-inch bold face letters stating the words "confidential" or "proprietary". Consultants must submit a flash drive containing the entire, identical version of the submittal (this electronic copy shall be **one (1)** complete file), as well as one redacted version of the same submittal.

The Consultant agrees that any portion of the proposal that is not stamped as proprietary or confidential will be deemed not to be proprietary or confidential. The Consultant shall include a written statement as to the basis for considering the marked pages confidential. A general statement of confidentiality that is not appropriately referenced to a specific section of the solicitation will not be sufficient to warrant protection by the City. Failure of the Consultant to appropriately designate confidential information in this manner will relieve the City of any obligation to protect this information as confidential.

6 EVALUATION OF PROPOSALS:

The procurement methods and procedures follow 23CFR172 and the Brooks Act, which require open competition by advertising, evaluation, ranking, selecting and negotiating contracts based on demonstrated competence and qualifications for the type of engineering and design services being procured and at a fair and reasonable price.

The criteria for evaluation and scoring are as following:

- 1) Approach and Work Plan: It includes the consultant's recommended approach and work plan regarding the services relates to the scope of work, such as how the consultant plan to meet the needs of the Task Order, the general staffing and the relative effort that each staff member will devote to projects as well as the firm's strategies and processes for completing the Task Order.
- 2) Completion Time: The contract term is for a period of twelve (12) months. The schedule provided under section

2.1.5 is maximum completion time for this task. The schedule should assume a review time of 6 weeks for milestone submittals, 1 week for data requests, and 2 weeks' notice for full team meetings. A contractor that can meet the proposed schedule will score 10%. A contractor that cannot meet the schedule will score 0%.

3) Qualifications

Other than a minimum of five (5) years of experience performing similar design work as this task order is the requirement, the City will consider

- a) The organizational structure of the project design team for this task;
- b) The resumes of all assigned managers and key staff with their education/ professional experience/certifications/licenses/length of time employed and/or whether or not the team member is a subcontractor;
- c) A list of three (3) projects completed within the past five (5) years that best illustrate the consultant capabilities as they relate to the required task order, including description, scope, project and cost. These projects should also demonstrate local work experience, as well as, knowledge of local regulations and conditions.
- d) Information on delivery of projects on time and within budget to include design cost (estimated vs. actual), execution time (contract vs. actual), construction cost (estimated vs. actual),
- e) Any additional information the consultant wish to call to the City's attention with respect to the consultant qualifications.
- f) Please specify similar qualifications for all proposed significant subcontractors.

4) Available Resources: It refers to the consultant's overall current workload, and anticipated workload if awarded this task order to include current production capability, as well as the company's philosophy and approach to managing workload and assigning resources.

5) Experience

Describe in detail your firm's experience with similar task orders. Provide a list of three (3) projects completed within the past five (5) years that best illustrate your firm's capabilities as they relate to the required task order, including description, scope, project and cost. These projects should also demonstrate local work experience, as well as, knowledge of local regulations and conditions. Include information on delivery of projects on time and within budget to include design cost (estimated vs. actual), execution time (contract vs. actual), construction cost (estimated vs. actual), as well as, any problems encountered, and the solutions devised.

6) Reference

Provide a list or describe representative clients currently or recently served focusing on clients similar in size and complexity to this Task Order. Provide the name, address, telephone number, contact person, scope of services and/or project description and cost of at least three (3) specific references (preferably local governments such as the City of Gaithersburg, Montgomery County, WSSC, etc.) your firm has served; preferably those in which the members of your proposed project team provided the same or similar services as requested in this Task Order. One of these references are to be for current, unfinished projects. One of these references are to be for completed projects not to exceed five (5) years in age.

The overall score is weighted as following:

	Evaluation Criteria	Weight
1.	Approach and Work Plan	45%
2.	Completion Time	10%
3.	Qualifications	10%
4.	Available Resources	15%
5.	Experience	10%
6	Reference	10%
TOTAL		100%

Qualified evaluation committee composed of agency staff will review the responses and score them according

to the criteria identified below. After proposals have been reviewed, the evaluation committee will independently evaluate the proposals within each category and select the team based on their overall score within the competitive range established.

The City will only select one Consultant for each Task Order award and reserves the right to reject any or all quote/proposals in part or in full and to waive any technicalities or informalities as best serves the interests of the City. The City will comply with regulations at 23CFR172(a)(1)(i-iv) by using the competitive negotiation procurement procedure. Upon completion of the qualifications-based evaluation and ranking of proposals, the city will initiate negotiations with the most highly qualified firm to arrive at a fair and reasonable compensation for the solicited services. If the city and most highly qualified firm are unable to negotiate a fair and reasonable contract, the agency may formally terminate negotiations and undertake negotiations with the next most qualified firm, continuing the process until an agreement is reached. The information and answers provided by firms in the technical proposal will be used to rate and rank the competing firms. In evaluating a firm's overall experience and competence to perform the stated work, the evaluation committee may rely on additional resources beyond the information provided by the firm. The City may enter into discussions with at least three of the most highly qualified consultants to clarify the technical approach, qualifications, and capabilities provided in response to the RFP. Discussions may be written, by telephone, video conference, or by oral presentation/interview.

Based on the recommendations of the Evaluation Committee, the Mayor of the City of Rockville or Mayor and City Council in partnership, will make the final selection of a firm eligible for award.

7 NEGOTIATION AND AWARD

Competitive Negotiation [Qualifications-based selection (QBS)] – 23 CFR 172.7(a)(1), requires open competition by advertising, evaluation, ranking, selecting, and negotiating contracts based on demonstrated competence and qualifications for the type of engineering and design services being procured, and at a fair and reasonable price.

<https://www.fhwa.dot.gov/federal-aidessentials/companionresources/14conservices.pdf>

Consultant Services - Design - Federal Highway Administration (dot.gov)

The process for negotiation of the contract shall comply with the requirements codified in [40 U.S.C. 1104\(b\)](#) for the order of negotiation.

The City of Rockville reserves the right to reject any and all proposals and to accept the proposal(s) the City considers most advantageous. All proposals will become the property of the City. The City shall attempt to negotiate a contract with the selected firm for architectural and engineering services at compensation which the City determines is fair and reasonable. In determining fair and reasonable compensation, the City shall consider the scope, complexity, professional nature, and estimated value of the services to be rendered. At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a Best and Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror.

If the City is unable to negotiate a satisfactory contract with the firm, the City shall formally terminate negotiations and then undertake negotiations with the next most qualified firm, continuing the process until an agreement is reached. If the agency head is unable to negotiate a satisfactory contract with any of the selected firms, the agency head shall select additional firms in order of their competence and qualification and continue negotiations in accordance with this section until an agreement is reached.

If a price proposal is requested, the Consultant must include a cost and price summary along with the following forms, certifications and affidavits:

- Bid Proposal Affidavit (Prime) available at https://www.roads.maryland.gov/OPCM/Bid_Proposal_Affidavit_Fillable_Form_20220519.pdf
- Certification for Federal Aid Contracts (Prime) available at [https://www.roads.maryland.gov/OPCM/Certification_for_Federal_Aid_Contracts_\(Fillable\)_20220721.pdf](https://www.roads.maryland.gov/OPCM/Certification_for_Federal_Aid_Contracts_(Fillable)_20220721.pdf)

f

- Truth in Negotiations (Prime and Subcontractors) available at [https://www.roads.maryland.gov/OPCM/Truth_In_Negotiation_Certification_\(Fillable\)_20220722.pdf](https://www.roads.maryland.gov/OPCM/Truth_In_Negotiation_Certification_(Fillable)_20220722.pdf)
- MDOT DBE Form C (Prime with Subcontractors) available at [https://www.roads.maryland.gov/OPCM/MDOT_Federal_DBE_Form_C_\(Fillable\).pdf](https://www.roads.maryland.gov/OPCM/MDOT_Federal_DBE_Form_C_(Fillable).pdf)
- MDOT DBE Form D (Prime with Subcontractors) available at [https://www.roads.maryland.gov/OPCM/MDOT_Federal_DBE_Form_D_\(Fillable\).pdf](https://www.roads.maryland.gov/OPCM/MDOT_Federal_DBE_Form_D_(Fillable).pdf)
- Contractor Cost Certification (Prime and Subcontractors) available at [https://www.roads.maryland.gov/OPCM/Contractor_Cost_Certification_\(Fillable\)_20220722.pdf](https://www.roads.maryland.gov/OPCM/Contractor_Cost_Certification_(Fillable)_20220722.pdf)

The consultant shall provide executed DBE Form C and Form D documenting the subcontractor firm(s) participating toward the 10% DBE goal. The dollar value will be determined by the final negotiated contract price. When DBE firms participate on a contract as a Prime (including a prime in a joint venture) the certified DBE may count 100% of the work it performs with its own forces toward fulfilling the contract's DBE participation to the DBE participation goal of 10% of the negotiated contract price.

If the price proposal is required, the consultants shall follow the city issued executed offer form in a separated package.

Submission of any requested price proposals as required by this RFP must be electronically filled out, signed (electronic signature is acceptable) and submitted via three (3) separate pdf documents specifically named as follows

- Price Proposal: The consultant shall develop a time estimate required to perform the required services. The consultant shall exercise caution that the manhours proposed in the Price Proposal correspond and equate to the percentage distribution of man hours previously furnished in the Technical Proposal
- DBE Package
- Financial Statement and Data

Failure to upload the Technical Proposal Packet and/or the Price Proposal Packet to the correct site may result in the disqualification of your proposal.

The City of Rockville expects firms to utilize competitive overhead and labor rates. At the time of the negotiations, the Consulting firm and all proposed subconsultants shall submit a certified payroll and a current audited overhead rate established in accordance with 23 CFR 172.11(b)(1).

IMPORTANT: Please note the page limit in paragraph 7, Technical Submittal. Failure to comply with page limit may result in rejection of your submittal.

8 PUBLIC INFORMATION/PROPRIETARY/CONFIDENTIAL INFORMATION:

Proposals will be available for public inspection after the award announcement, except to the extent that a Consultant designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the proposal to facilitate public inspection of the nonconfidential portion of the proposal. A Consultant's designation of material as confidential will not necessarily be conclusive, and the Consultant may be required to provide justification why such material should not be disclosed, on request, under the Maryland Access to Public Records Act, State Government Article, Sections 10-611 through 10-628, of the Annotated Code of Maryland or the Maryland Public Information Act, General Provisions Article, Sections 4-101 through 4-601, of the Annotated Code of Maryland, as applicable.

**Attachment 1 – FEDERALLY-FUNDED CONTRACTS CERTIFIED DBE UTILIZATION AND FAIR
SOLICITATION AFFIDAVIT**

**MDOT DBE FORM A
FEDERALLY-FUNDED CONTRACTS
CERTIFIED DBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
PAGE 1 OF 2**

**THIS AFFIDAVIT MUST BE INCLUDED WITH THE BID/ PROPOSAL. IF THE BIDDER/OFFEROR FAILS TO
ACCURATELY COMPLETE AND SUBMIT THIS AFFIDAVIT AS REQUIRED, THE BID SHALL BE DEEMED NOT
RESPONSIVE OR THE PROPOSAL SHALL BE DEEMED NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD.**

In connection with the bid/proposal submitted in response to Solicitation No. _____, I affirm the following:

1. DBE Participation (PLEASE CHECK ONLY ONE)

☐ I have met the overall certified Disadvantaged Business Enterprise (DBE) participation goal of _____ percent (_____ %). I agree that this percentage of the total dollar amount of the Contract for the DBE goal will be performed by certified DBE firms as set forth in the DBE Participation Schedule - Part 2 of the MDOT DBE Form B (Federally-Funded Contracts).

OR

☐ I conclude that I am unable to achieve the DBE participation goal. I hereby request a waiver, in whole or in part, of the goal. Within 10 business days of receiving notice that our firm is the apparent awardee or as requested by the Procurement Officer, I will submit a written waiver request and all required documentation in accordance with COMAR 21.11.03.11. For a partial waiver request, I agree that certified DBE firms will be used to accomplish the percentages of the total dollar amount of the Contract as set forth in the DBE Participation Schedule - Part 2 of the MDOT DBE Form B (Federally-Funded Contracts).

2. Additional DBE Documentation

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 business days of receiving such notice:

- (a) Outreach Efforts Compliance Statement (MDOT DBE Form C - Federally-Funded Contracts);
- (b) Subcontractor Project Participation Statement (MDOT DBE Form D - Federally-Funded Contracts);
- (c) DBE Waiver Request documentation per COMAR 21.11.03.11 (if waiver was requested); and
- (d) Any other documentation required by the Procurement Officer to ascertain bidder's responsibility/ offeror's susceptibility of being selected for award in connection with the certified DBE participation goal.

I acknowledge that if I fail to return each completed document (in 2 (a) through (d)) within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award or not susceptible of being selected for award.

MDOT DBE FORM A
FEDERALLY-FUNDED CONTRACTS
CERTIFIED DBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
PAGE 2 OF 2

3. Information Provided to DBE firms

In the solicitation of subcontract quotations or offers, DBE firms were provided not less than the same information and amount of time to respond as were non-DBE firms.

4. Products and Services Provided by DBE firms

I hereby affirm that the DBEs are only providing those products and services for which they are MDOT certified.

I solemnly affirm under the penalties of perjury that the information in this affidavit is true to the best of my knowledge, information and belief.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

Attachment 2 – FEDERALLY-FUNDED CONTRACTS DBE PARTICIPATION SCHEDULE

**MDOT DBE FORM B
FEDERALLY-FUNDED CONTRACTS
DBE PARTICIPATION SCHEDULE**

PART 1 – INSTRUCTIONS FOR DBE PARTICIPATION SCHEDULE

PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL. IF THE BIDDER/OFFEROR FAILS TO ACCURATELY COMPLETE AND SUBMIT PART 2 WITH THE BID/PROPOSAL AS REQUIRED, THE BID SHALL BE DEEMED NOT RESPONSIVE OR THE PROPOSAL SHALL BE DEEMED NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD.

PAGE 1 OF 2

***** STOP *****

**FORM INSTRUCTIONS
PLEASE READ BEFORE COMPLETING THIS FORM**

1. Please refer to the Maryland Department of Transportation (MDOT) DBE Directory at www.mdot.state.md.us to determine if a firm is certified for the appropriate North American Industry Classification System ("NAICS") Code and the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit www.naics.com. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the DBE participation goal.
2. In order to be counted for purposes of achieving the DBE participation goal, the firm must be certified for that specific NAICS ("DBE" for Federally-funded projects designation after NAICS Code). **WARNING:** If the firm's NAICS Code is in graduated status, such services/products will not be counted for purposes of achieving the DBE participation goals. Graduated status is clearly identified in the MDOT Directory (such graduated codes are designated with the word graduated after the appropriate NAICS Code).
3. Examining the NAICS Code is the first step in determining whether a DBE firm is certified and eligible to receive DBE participation credit for the specific products/services to be supplied or performed under the contract. The second step is to determine whether a firm's Products/Services Description in the DBE Directory includes the products to be supplied and/or services to be performed that are being used to achieve the DBE participation goal.
4. If you have any questions as to whether a firm is MDOT DBE certified, or if it is certified to perform specific services or provide specific products, please call MDOT's Office of Minority Business Enterprise at 1-800-544-6056 or send an email to mbe@mdot.state.md.us.
5. The Contractor's subcontractors are considered second-tier subcontractors. Third-tier contracting used to meet a DBE goal is to be considered the exception and not the rule. The following two conditions must be met before MDOT, its Modal Administrations and the Maryland Transportation Authority may approve a third-tier contracting agreement: (a) the bidder/offeree must request in writing approval of each third-tier contract arrangement, and (b) the request must contain specifics as to why a third-tier contracting arrangement should be approved. These documents must be submitted with the bid/proposal in Part 2 of this DBE Participation Schedule.
6. For each DBE firm that is being used as supplier/wholesaler/regular dealer/broker/manufacture, please follow these instructions for calculating the amount of the subcontract for purposes of achieving the DBE participation goal:
 - A. Is the firm certified as a broker of the products/supplies? If the answer is YES, please continue to Item C. If the answer is NO, please continue to Item B.
 - B. Is the firm certified as a supplier, wholesaler, regular dealer, or manufacturer of such products/supplies? If the answer is YES, continue to Item D. If the answer is NO, continue to Item C only if the DBE firm is certified to perform trucking/hauling services under NAICS Codes 484110, 484121, 484122, 484210, 484220 and 484230. If the answer is NO and the firm is not certified under these NAICS Codes, then no DBE participation credit will be given for the supply of these products.
 - C. For purposes of achieving the DBE participation goal, you may count only the amount of any reasonable fee that the DBE firm will receive for the provision of such products/supplies - not the total subcontract amount or the value (or a percentage thereof) of such products and/or supplies. For Column 3 of the DBE Participation Schedule, please divide the amount of any reasonable fee that the DBE firm will receive for the provision of such products/services by the total Contract value and insert the percentage in Line 3.1.

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MDOT DBE FORM B
FEDERALLY-FUNDED CONTRACTS
DBE PARTICIPATION SCHEDULE
PART 1 – INSTRUCTIONS FOR DBE PARTICIPATION SCHEDULE
PAGE 2 OF 2

- D. Is the firm certified as a manufacturer (refer to the firm's NAICS Code and specific description of products/services) of the products/supplies to be provided? If the answer is NO, please continue to Item E. If the answer is YES, for purposes of achieving the DBE participation goal, you may count the total amount of the subcontract. For Column 3 of the DBE Participation Schedule, please divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.
- E. Is the firm certified as a supplier, wholesaler and/or regular dealer? If the answer is YES and the DBE firm is furnishing and installing the materials and is certified to perform these services, please divide the total subcontract amount (including full value of supplies) by the total Contract value and insert the percentage in Line 3.1. If the answer is YES and the DBE firm is only being used as a supplier, wholesaler and/or regular dealer or is not certified to install the supplies/materials, for purposes of achieving the DBE participation goal, you may only count sixty percent (60%) of the value of the subcontract for these supplies/products (60% Rule). To apply the 60% Rule, first divide the amount of the subcontract for these supplies/products only (not installation) by the total Contract value. Then, multiply the result by sixty percent (60%) and insert the percentage in Line 3.2.
7. For each DBE firm that is not being used as a supplier/wholesaler/regular dealer/broker/manufacture, to calculate the amount of the subcontract for purposes of achieving the DBE participation goal, divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.
- Example:** \$ 2,500 (Total Subcontract Amount) ÷ \$10,000 (Total Contract Value) x 100 = 25%
8. Please note that for USDOT-funded projects, a DBE prime may count towards its DBE participation goal work performed by its own forces. Include information about the DBE prime in Part 2.
9. **WARNING:** The percentage of DBE participation, computed using the dollar amounts in Column 3 for all of the DBE firms listed in Part 2, MUST at least equal the DBE participation goal as set forth in MDOT DBE Form A – Federally-Funded Contracts for this solicitation. If the bidder/offeror is unable to achieve the DBE participation goals, then the bidder/offeror must request a waiver in Form A or the bid will be deemed not responsive, or the proposal not susceptible of being selected for award. You may wish to use the Goal Worksheet shown below to assist you in calculating the percentage and confirming that you have met the applicable DBE participation goal.

GOAL WORKSHEET	
Total DBE Firm Participation (Add percentages in Column 3 for all DBE firms listed in DBE Participation Schedule)	(A) _____%
The percentage amount in Box A above should be equal to the percentage amount in Box E below.	
Add <i>Countable</i> Subcontract Amounts (see 6 through 8 of Instructions) for all DBE firms listed in DBE Participation Schedule, and insert in Box B	(B) \$ _____
Insert the Total Contract Amount in Box C	(C) \$ _____
Divide Box B by Box C and Insert in Box D	(D) = _____
Multiply Box D by 100 and insert in Box E	(E) = _____%

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Attachment 3 – City of Rockville Maryland General Conditions And Instructions



**CITY OF ROCKVILLE
MARYLAND
GENERAL CONDITIONS AND INSTRUCTIONS**

1. **TERMS AND CONDITIONS** The terms and conditions of this **Attachment 3** govern in event of conflict with any terms of the offeror'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 that have well known technical or trade meanings are used in accordance with such meanings.

In the event of a conflict between the terms, conditions and instructions of this **Attachment 3** and the Federal And State Of Maryland General Conditions contained on Page 4 of this document, the Federal and State of Maryland terms, conditions and instructions shall prevail.

2. **SEVERABILITY** If one or more provisions of any subsequent agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of the agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.
3. **PREPARATION** 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 RFP Number, Offeror's Name and the Proposal Due Date.

Conditional bids/proposals and bids/proposals containing escalator clauses will not be accepted. Bids/proposals must be signed (electronic signature is acceptable) by an individual authorized to bind the bidder.

4. **LATE BIDS/PROPOSALS** It is the offeror's responsibility to assure delivery of the proposal at the proper time via the designated electronic, software solution. Proposals delivered in any other fashion will not be considered.
5. **PROPOSAL AWARD** The award will be made to the offeror whose proposal, in the opinion of the City is the best taking into consideration all aspects of the offeror's responses. In the event that the offeror to whom the award is made does not execute a contract within 15 days from receipt of the contract, the City may give notice to such offeror of intent to award the contract to the next most qualified offeror, or to call for new proposals.
6. **ADDENDUM** In the event that any addenda to this solicitation is 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/proposer 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 at: <https://www.rockvillemd.gov/bids.aspx> and <https://emma.maryland.gov/>.

Please note, that it is the bidder's/proposer'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 proposal form or to sign and return an Addendum with your response may result in disqualification of proposal.

7. **ACCEPTANCE/REJECTION OF BIDS** The City reserves the right to reject any or all bids in part or full and to waive any technicalities or informalities as may best serve the interests of the City. Bids shall be valid for a minimum of 120 days following the deadline for submitting offers. Bids may not be withdrawn during that period. If an award is not made during that period, all offers shall be automatically extended for another 120 days. Offers will be automatically renewed until such time as either an award is made or proper notice is given to the Purchasing Agent of Offeror's intent to withdraw its offer. Offers may only be canceled by submitting Notice at least 15 days before the expiration of the then current 120-day period.
8. **MULTI-YEAR BIDS** Multi-year contracts may be continued each fiscal year only after funding appropriations have been granted. In the event necessary funding appropriation is not granted, the multi year contract shall be null and void, effective July 1st of the affected year.
9. **BID/PROPOSAL WITHDRAWAL** Proposals 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.
10. **MISTAKES** Bidders/proposers are expected to be thoroughly familiar with all solicitation documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the specifications. Each bidder/proposer shall carefully and thoroughly examine these documents for completeness. No claim of any bidder/proposer will be allowed on the basis that these documents are incomplete.
11. **SENSITIVE DOCUMENTS** 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 store in a secure manner. After such records are no longer need 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/IT-ACCESS-CONFIDENTIALITY-POLICY?bidId=>
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. **PUBLICITY** Contractor agrees that it shall not publicize any subsequent agreement or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of the City of Rockville's name in connection with any sales promotion or publicity event without the prior express written approval of the City.
14. **INTEREST IN MORE THAN ONE BID/PROPOSAL AND COLLUSION** Multiple proposals 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 an offeror is interested in more than one proposal for a solicitation both as an offeror and as a subcontractor for another offeror, will result in rejection of all proposals in which the offeror is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more offerors submitting a proposal for the work. Any or all proposals may be rejected if reasonable grounds exist for believing that collusion exists among any offerors. Offerors rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

15. **EXECUTION OF CONTRACT** The Contractor shall be required to execute a formal agreement with the City within fifteen days from the award.

16. **COMPENSATION** Refer to Section 4 - Payment

17. **INVOICING** The Contractor shall submit invoices, in duplicate, which shall include a detailed breakdown of all charges for that monthly period including employee names, date of services, itemized cost (hours and hourly rates) for service.

Invoices shall be based upon completion of tasks and deliverables consistent with the schedule of payments stipulated in the Contract, and shall reference a City Purchase Order number. All such invoices will be paid promptly by the City of Rockville unless any items thereon are disputed in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address: City of Rockville, Attn: (Project Manager), 111 Maryland Avenue, Rockville, MD 20850 or via email to the project manager.

18. **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. Program information and registration can be viewed at the following web address:

<http://www.rockvillemd.gov/index.aspx?nid=234>

19. **PAYMENT TO SUBCONTRACTOR** Within seven (7) days after receipt of amounts paid by the City for work performed by a subcontractor under this contract, the Contractor shall either: Pay the Subcontractor for the proportionate share of the total payment received from the City of Rockville attributable to the work performed by the Subcontractor under this contract; or Notify the City of Rockville and Subcontractor, in writing, of his/her intention to withhold all or a part of the Subcontractor's payment and the reason for non-payment.

20. **PERSONNEL** Principal or key personnel included in the proposal may not be substituted without written approval of the City of Rockville. Replacements for key personnel under the contract must have equivalent professional qualifications and experience as those individuals listed in the proposal. The Consultant must submit written professional qualifications and experience for approval within ten working days prior to replacement for City review and approval or rejection.

21. **PRICE ADJUSTMENTS (CPI)** Unless otherwise stated in the RFP document, rates quoted are to be firm for two (2) years after award of a contract. These rates will apply to additional work, change orders and contract modifications. A request for price adjustment after the 2-year period is subject to approval or rejection by the Purchasing Agent. The Consultant shall submit to the Purchasing Agent sufficient justification to support the Consultant's request. A request for price adjustment may not be approved which exceeds the amount of the

annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request.

- 22. INTERPRETATION** Any questions concerning general instruction and specifications shall be directed in writing to the Procurement Division. The submission of a bid/proposal shall be prima facie evidence that bidder/proposer thoroughly understands the terms of the specification. The Contractor shall take no advantage of any error or omission in the specifications.
- 23. DELIVERY** All time limits stated in the contract documents are 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 overlooked and accepted.
- 24. DELAYS/EXTENSION OF TIME** If the Contractor is delayed in the delivery of the supplies, equipment or services by any act or 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 if warranted.

All claims for extensions must be a written notice sent to the Purchasing Agent 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 the delay the Contractor believes to have suffered. If statement is not received within the prescribed time the claim shall be forfeited and invalidated.

- 25. 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 may be made to second ranked proposer, if default occurs within the initial contract period and the second ranked proposer agrees to hold its proposal price, or the work 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.
- 26. TERMINATION FOR CONVENIENCE** The performance of work or services under this contract may be terminated in whole or part, upon five (5) calendar day's written notice when the City determines that such termination is in its best interest. The City shall be liable only for those accepted goods and/or services furnished prior to the effective date of such termination.
- 27. ABANDONMENT, DISSOLUTION AND RESTRUCTING** A Contractor who abandons or defaults the work on this contract and causes this contract to be re-bid will not be considered in future bids for the same type of work unless the scope of the work is significantly changed. Written notification of changes to company name, address, telephone number, etc. shall be provided to the City of Rockville as soon as possible but not later than thirty (30) days from date of change.
- 28. CHANGES** The City, without invalidating the contract, may order written changes in the scope of work consisting of additions, deletions or modification with the contract sum and time being adjusted accordingly. All such changes shall be made in writing by the Purchasing Agent.

Costs shall be limited to the following: cost of materials, cost of labor and additional costs of supervision and field office personnel directly attributable to the change.

The cost or credit to the City from a change in the scope of work shall be determined by mutual agreement. The Contractor shall do all work that may be required to complete the work contemplated at the unit prices or lump sum to be agreed upon.

No alterations or variables in the terms of the contract shall be valid or binding upon the City unless made in writing and signed by the City.

- 29. EXTRA COSTS** If the Contractor claims that any instructions by drawings or otherwise involve extra cost or extension of time, a written request 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.

Any discrepancies which may be discovered between actual conditions and those represented by the specifications and/or drawings shall be reported to the City and work shall not proceed, until written instruction has been received by the Contractor from the City. On drawings the figured dimensions shall govern in the case of discrepancy between the scales and figures.

Anything shown on applicable plans and not mentioned in the specifications or mentioned in the specifications and not shown on the plans have the same effect as if shown or mentioned respectively on both.

- 30. GUARANTEE** 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 design and specifications and to drawings, samples or other descriptions referred to in this document. The Contractor further guarantees the items will be free from defects in materials and workmanship, latent or patent and are suitable for the intended purpose as far as the Contractor knows or has reason to know. The guarantee contained herein shall remain in full force and effect for a minimum of one year after initial delivery to the City unless another effective period is specified.

- 31. RIGHT TO AUDIT** At any time during the term of any subsequent agreement and for a period of four (4) years thereafter the City of Rockville or duly authorized audit representative of the City, at its expense and at reasonable times, reserves the right to incrementally audit Contractor's records. In the event such an audit by the City reveals any errors/overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

- 32. DEFECTIVE SUPPLIES/SERVICE** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by Contractor under the Agreement. Without additional compensation, Contractor shall correct or revise any errors, omissions, or other deficiencies in all products of its efforts and other services provided. This shall include resolving any deficiencies arising out of the acts or omissions of Contractor found during or after the course of the services performed by or for Contractor under this Agreement, regardless of City having knowledge of or condoning/accepting the products or the services. Correction of such deficiencies shall be at no cost to City.

- 33. LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal, State County and City laws, statutes 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.

- 34. SUBCONTRACTING** When allowed, proposers who intend to subcontract any portion of the work including delivery, installation or maintenance will submit to the City prior to the start of work: 1) a description of the items to be subcontracted; 2) all subcontractor names, addresses and telephone numbers; and 3) the nature and extent of the work utilized during the life of the contract.

This does not relieve the Contractor from the prime responsibility of full and complete performance under the contract. There shall be no contractual relationship between the City and any subcontractor.

- 35. RESERVATIONS** The City reserves the right to add or delete any item(s) from the proposal in whole or in part at the City's discretion without affecting the proposal prices for any item or remaining work.

The City may waive minor differences in specifications in proposals provided these differences do not violate the specifications' intent nor materially affect the operation for which the items are being purchased.

- 36. 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 City Purchasing Ordinance.

- 37. 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 Mayor and 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 part of the Contractor, or subcontractors or agents of the Contractor.

- 38. 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.

- 39. PROPRIETARY INFORMATION** The City agrees, to the extent permitted by law, to hold all material and information belonging to the offeror, which it deems to be confidential, in strictest confidence. The Contractor agrees to hold all material and information belonging to the City or the City's agents in strictest confidence and not to make use thereof other than for the performance of contractual obligations, to release it only to employees requiring such information. Reasonable precautions will be exercised for the protection of any proprietary data included in the proposal.

- 40. RELEASE OF INFORMATION** During the term of the final agreement, the successful Contractor shall not release any information related to the services or the performance of the services under the agreement nor publish any final reports or documents without the prior written approval of the City.

- 41. PATENTS AND ROYALTIES** Whenever any article, material, appliance, process composition, means or things called for by these specifications is covered by Letter of Patent, the successful bidder must secure, before using or employing such materials, the assent in writing of the owner or licensee of such letters of patent, and file the same with the City.

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

- 42. MISCELLANEOUS PROVISIONS** The City and the Contractor each bind themselves, their partners, successors, assign and legal representatives of such other parties in respect to all covenants, agreements, and

obligations contained in the contract document. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City. Written notice shall 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.

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder 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.

43. **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.
44. **BROKERING** The Contractor warrants that only an established commercial or selling agency maintained by the Contractor for the purpose of securing business may be retained to solicit or secure this contract. Any brokerage arrangements must be disclosed in the proposal. For violation of this warranty, the City shall have the right to terminate or suspend this contract without liability to the City.
45. **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.

46. **LANGUAGE** If applicable, the Contractor shall appoint one or more crew members or supervisors to act as liaison with the City and emergency service 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.

- 47. IMMIGRATION REFORM AND CONTROL ACT** The Contractor awarded a contract pursuant to this bid shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the contract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (the Act), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.
- 48. ASSIGNMENT** Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the Contractor except as expressly authorized in writing by the City.
- 49. EXCLUSION** As part of the contract, the offeror must warrant that it will not engage in providing consulting or other services to any private entity regarding any property within the study area during the term of the project. This requirement is intended to avoid the appearance of any conflict of interest that may arise. This exclusion also applies to all subcontractors.
- 50. OWNERSHIP OF DOCUMENTS** Any and all deliverables, including but not limited to reports, specifications, blueprints, plans, negatives, electronic files and documents, as well as, any other documents prepared by the Contractor in the performance of its obligations under the resulting contract shall be the exclusive property of the City. The Contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Contractors' obligations under the resulting contract without the prior written consent of City. Documents and materials developed by the Contractor under the resulting contract shall be the property of City of Rockville; however, the Contractor may retain file copies, which cannot be used without prior written consent of the City. The City agrees that the Contractor shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Contractor is not the firm of record.
- 51. NON-DISCLOSURE** Contractor and the City of Rockville acknowledge that they or their employees may, in the performance of any subsequent agreement come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with Contractor or the City unless required by law.
- 52. 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.

Attachment 4 – City of Rockville detailed insurance requirements

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:

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. Workers' Compensation 2. Employers' Liability	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> Endorsement – signed and dated.
3. Commercial General Liability a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.
4. Automobile Liability 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. <u>Form CA20 48 02 99 form to be both signed and dated.</u>
5. Excess/Umbrella Liability	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.
6. Professional Liability (if applicable)	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

Attachment 5
Maryland Department of Transportation
State Highway Administration

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of their knowledge and belief, that:

- 1) No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor/Consultant Name	Date
Signatory position	
Contractor/Consultant Company	

RETURN THIS FORM WITH PROPOSAL

Attachment 6 – References

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 _____
Address: _____
Contact Person: _____ Current phone #: _____
Email Address: _____
Contract Amount: _____ Name of your project supervisor: _____
Description of Work Performed: _____

2. Company Name _____
Address: _____
Contact Person: _____ Current phone #: _____
Email Address: _____
Contract Amount: _____ Name of your project supervisor: _____
Description of Work Performed: _____

3. Company Name _____
Address: _____
Contact Person: _____ Current phone #: _____
Email Address: _____
Contract Amount: _____ Name of your project supervisor: _____
Description of Work Performed: _____

RETURN THIS FORM WITH PROPOSAL

Attachment 7 – City Of Rockville Maryland Affidavit Form
A F F I D A V I T

I hereby affirm that:

I am the _____ and the duly authorized representative of the firm of _____
whose address is _____

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 nor, 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]. _____

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 _____ Date _____

NAME OF OFFEROR/PROPOSER _____
RETURN THIS FORM WITH PROPOSAL

Attachment 8 – Respondent’s Questionnaire

RESPONDENT’S QUESTIONNAIRE

The Respondent recognizes that in selecting a company/agent, The City of Rockville will rely, in part, on the answers provided in response to this Questionnaire. Accordingly, Respondent warrants to the best of its knowledge that all responses are true, correct and complete. The City of Rockville reserves the right to contact each and every reference listed below and shall be free from any liability to respondent for conducting such inquiry.

Company Profile

1. Number of Years in Business: _____
2. Type of Operation: Individual _____ Partnership _____ Corporation _____ Government _____

Number of Employees: _____ (company wide)
Number of Employees: _____ (servicing location)

Annual Sales Volume: _____ (company wide)
Annual Sales Volume: _____ (servicing location)

3. State that you will provide a copy of your company’s audited financial statements for the past two (2) years, if requested by the City of Rockville.
4. Is your company currently for sale or involved in any transaction to expend or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
5. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

6. **ADD ANY ADDITIONAL QUESTIONS (FORMAT OPTIONAL) (CAN ALSO BE ADDED AS A WEIGHTED EVALUATION CRITERIA ITEM)**

NAME OF BIDDER _____
RETURN THIS FORM WITH PROPOSAL



CITY OF ROCKVILLE
ROCKVILLE, MARYLAND

Addendum #1

Request for Proposal (RFP) No. 05-23

NORTH STONESTREET AVENUE SIDEWALK IMPROVEMENTS

August 4, 2023

ATTENTION:

The following addendum is being issued to amend and clarify certain information contained in the above named RFP. All information contained herein is binding on all Bidders who respond to this RFP. Specific parts of the RFP 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 RFP. 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~~).

REVISIONS

TECHNICAL PROPOSAL Section 5.II - Work Plan (page 20)

5 TECHNICAL PROPOSAL

II. Work Plan - The consultant shall set forth how he proposes to accomplish the scope of services. Specifically, the consultant shall address the methodology, techniques and processes he proposes to use as well as, discuss general staffing devoted to the projects and the strategies/processes for completing the Task Order. This section shall also contain work schedules and completion times. ~~Maximum three (3) pages in Length.~~

QUESTIONS & ANSWERS

NORTH STONESTREET AVENUE SIDEWALK IMPROVEMENTS QUESTIONS (*italics*) + CITY RESPONSES (red)

1. *Question: Please provide the maximum page limits for each evaluation criteria list on page 23.*

Answer: Please refer to page 20 "5 Technical proposal" for the page limits as 200.

2. *Question: On page 23, please clarify the difference between item 3) c and item 6) experience. Should projects be part of "Experience" and not qualifications to avoid duplication of data?*

Answer: The list of three (3) projects completed within the past five (5) years in 3c) is to best illustrate your company capabilities (key staff) to complete the required task order related to this RFP. The one in 5) is to help the city to perform evaluation and reference check for your company performance on the relative tasks.

3. *Question: Can you provide previous 30% concept design plans and study?*

Answer: The City does not have any 30% concept plan. We expect the selected consultant to develop the 30% plan.

4. *Question: Is the Scope of Services part of the 45% evaluation for the Approach and Work Plan?*

Answer: The approach, or scope of service and work plan is to demonstrate your recommended approach and work plan regarding the services relates to the scope of work, such as how the consultant plan to meet the needs of the Task Order, the general staffing and the relative effort that each staff member will devote to projects as well as the firm's strategies and processes for completing the Task Order.

5. *Question: Is it possible to increase the work plan to 10 pages considering that 45% of the evaluation is for this section?*

Answer: The three (3) page limit has been removed. There is no limit page for approach and work plan. There is total page limit of 200. The evaluation of the approach and work plan is not based on page number.

6. *Question: Are the existing traffic signals interconnected and/or will require interconnect for proposed conditions?*

Answer: The interconnection is not part of the scope of traffic signal modification.

7. *Question: Are the signals going to be City of Rockville, Montgomery County, or state standard signals?*

Answer: The intersections are owned, maintained and operated by the city. The design shall follow the city standard.

8. *Question: Who maintains your lighting and will maintain the lighting installed for this project?*

Answer: The city maintains the city owned lights installed for this project.

9. *Question: Can you specify what type of lighting you need for this project (e.g., sidewalk vs roadway lighting)? Do you want pedestrian scale lights?*

Answer: The pedestrian scale lights or the aluminum mast arm lights for the intersection.

10. *Question: Can you confirm that you do not want any specific cost information in relation to this project for the proposal?*

Answer: Do not provide a Price Proposal or any specific cost information in relation to this project. Inclusion of such information may result in disqualification. Upon receipt of technical proposals, the evaluation committee shall rate and rank the proposals on the basis of the evaluation factors published in the Request for Proposal (pages 22-24) and select the offeror whose professional qualifications and proposed services are deemed most meritorious. The City will then request the documents on page 25 and review the selected offeror's price proposal, after which, negotiations shall then be conducted, with the offeror. If a contract satisfactory and advantageous to the City can be negotiated at a price

considered fair and reasonable, the award shall be made to that offeror. If price negotiations with the offeror ranked first are not successful, negotiations shall be formally terminated and negotiations conducted with the offeror ranked second most meritorious, and so on, until a contract can be negotiated at a fair and reasonable price.

11. Question: Page 20-21 and the outline on page 22 seem to conflict a bit about the structure of the proposal. The outline (on page 22) says after the Computer/CADD section to include the filled-out attachments. However, on page 20-21 it says after the Computer/CADD Section to include the Subcontractors (letters from subs), DBE/MBE/WBE Compliance (which includes Attachments 1 & 2), and Financial Capacity and Insurance (with the rest of the attachments presumably after that). Can you clarify how the proposal should be organized? Would it be acceptable to follow the structure of pages 20-21 (with the title page, signed addenda, transmittal letter, and table of contents beforehand) and then after those 8 sections mentioned to include another section with the rest of the attachments?

Answer: The eight (8) distinct parts listed on page 20-21 is a minimum requirement for federal funded project. The outline on page 22 embedded all the required items with additional city general conditions and instruction; city detailed insurance requirement, reference and city affidavit form.

12. Question: Per page 21 and 38 of the RFP it looks like you want a general master insurance certificate and if selected we will submit a certificate of insurance (with more specifics such as listing the City as additional insured). Is that correct?

Answer: Yes, that is correct.

13. Question: If a firm is not submitting confidential or proprietary info, do we need to submit the proposal on a flash drive in addition to the portal? Is it acceptable in this case (if there is no confidential or proprietary information) to submit only 1 original version of our proposal?

Answer: Please do not provide a flash drive. If there is no confidential or proprietary information, a single file upload to the Collaboration Portal of 1 original version is acceptable.

14. Question: Section 6.3 states three projects are evaluated. Where in the proposal would the City like us to include these projects?

Answer: Please include it in the key staff section of the proposal, and we will evaluate it for based on the staff experience and team qualification.

15. Question: Does the City anticipate impacts on utility poles?

Answer: All overhead utilities, such as overhead PEPCO, overhead communication will remain.

16. Question: What Major utility relocations are anticipated?

Answer: No major utility relocations are anticipated.

17. Question: How many properties will require ROW?

Answer: Approximately 15 parcels are expected on page 13 under section "2.1.2.11. Property Acquisition Services".

18. Question: Schedule – Per section 6, page 22 – max. limit is 12 months whereas per section 2.1.5, the total duration adds up to 76 weeks! Please clarify which is correct?

Answer: On page 14, section 2.1.5, the total duration adds as 16+12+12+12=52 weeks, which reach the 12 months limit stated in section 6, page 22.

19. Question: If the Technical proposal follows the following order per page 22:

- Title Page
- Transmittal Letter
- Table of Contents
- Scope of Services
- Work Plan
- Key Staff
- Time Estimate
- Computer/CADD
- Federally Funded Contracts Certified DBE Utilization and Fair Solicitation Affidavit (Attachment 1)
- Federally Funded Contracts DBE /Participation Schedule (Attachment 2)
- Financial Capacity and Insurance (Attachment 4)
- Certification for Contracts, Grants, Loans, and Cooperative Agreements (Attachment 5)
- References (Attachment 6)
- City of Rockville Maryland Affidavit Form (Attachment 7)
- Respondent's Questionnaire (Attachment 8)

In what category do you want items 3-5 from the evaluation criteria on Page 23? (Qualifications, Available Resources and Experience?)

Answer: Please demonstrate that information in the key staff section.

20. Question: Do you want the three projects within the past five years projects in 3.C to be different than the projects in 5) Experience

Answer: The three projects within the past five years in 3c is help to evaluate the key staff and in 5 is to evaluate the team as a whole.

21. Question: Page 4 of the RFP states that funding for this project is through the federal TAP grant and the project will be managed by the City of Rockville with oversight from SHA. The RFP also indicates that the NRI/FSD, landscape plans, and forest conservation plans will be approved by the City Forrester (RFP Sections 2.1.2.1 and 2.1.4). Typically, Maryland Department of Natural Resources (MDNR) Forest Service will review state and federally funded projects, in accordance

with the Forest Conservation Act requirements. Has the City of Rockville coordinated with MDNR Forest Service to determine if they will accept the City's review, or should we anticipate a dual review?

Answer: All sidewalk related items will be reviewed by both city and SHA MDOT. NEPA document has been reviewed by MDOT in coordination with Maryland Department of Natural Resources (MDNR). Based on environmental analyses, a Programmatic categorical Exclusion (PCE) has been approved for this project.

The NRI/FSD, landscape plans, and forest conservation plans will be reviewed and approved by the City Forester for city forestry permit for construction. The City Guidelines, which are intended to aid in the implementation of existing Federal, State, and local laws and regulations regulating forest conservation and it Fulfill the requirements of the Maryland Forest Conservation Act (Natural Resources Article, Sections 5-1601 through 5-1613 of the Annotated Code of Maryland). However, the City's FTPO is stricter in some regards to meet the minimum requirements of the State Law.

22. Question: On page 22 of the RFP it states the consultant must submit a flash drive of the proposal. Since this is an electronic submittal, is this still necessary?

Answer: No, please provide an electronic submittal only. No flash drive is required.

23. Question: Based on the proposal structure listed on page 23 of the RFP, where should Qualifications, Available Resources, and Experience be addressed?

Answer: That information can be addressed within key staff.

24. Question: On page 23 of the RFP 3) Qualifications and 5) Experience is asking for the same information. Do you want this information in both places?

Answer: The three projects within the past five years in 3c is helping to evaluate the key staff and in 5 is to evaluate the team as a whole.

25. Question: Is a price proposal requested?

Answer: Do not provide a Price Proposal or any specific cost information in relation to this project. Inclusion of such information may result in disqualification. Upon receipt of technical proposals, the evaluation committee shall rate and rank the proposals on the basis of the evaluation factors published in the Request for Proposal (pages 22-24) and select the offeror whose professional qualifications and proposed services are deemed most meritorious. The City will then request the documents on page 25 and review the selected offeror's price proposal, after which, negotiations shall then be conducted, with the offeror. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. If price negotiations with the offeror ranked first are not successful, negotiations shall be formally terminated and negotiations conducted with the offeror ranked second most meritorious, and so on, until a contract can be negotiated at a fair and reasonable price.

26. Question: Is there a file size limit for an electronic submission?

Answer: There is not a file size limit, however firms are encouraged to reduce the file size of the proposal to the best of their ability.

27. *Question: Please clarify the geotechnical work associated with this project. The RFP lists Geotechnical Evaluations in Section 2.1.2.10 which is associated with the Traffic Signal Plan and states in Section 2.1.2.10.d requires 2 in-situ infiltration tests 15-ft deep which is not geotechnical field work which would be associated with design of a traffic signal pole but rather SWM facilities. The RFP is silent on geotechnical requirements for SWM or pavement design. Please provide direction for how responders are to address the anticipated required geotechnical work for this project associated to SWM, pavement widening, and signal foundations.*

Answer: Soil boring test is not required for the existing SWM facilities and pavement. Soil report serve for the traffic signal pole foundation design.

28. *Question: Section 6, Evaluation of Proposals Criteria 1 indicates that 45% of evaluation criteria is the Approach and Work Plan. There is no description for what the Approach requirements are in Section 5, Technical Proposal. Please verify that the City's intent for scoring criteria 1: Approach and Work Plan should be changed to Scope of Services and Work Plan.*

Answer: The approach and work Plan section includes the consultant's recommended approach/scope of service and work plan to achieve the scope of work, such as how the consultant plan to meet the needs of the Task Order, the general staffing and the relative effort that each staff member will devote to projects as well as the firm's strategies and processes for completing the Task Order.

29. *Question: The MDOT DBE Form B is missing Parts 2 and 3. Will they be provided?*

Answer: Please include MDOT DBE Form B parts 2 and 3 if applicable. The form can be located here: [https://www.roads.maryland.gov/OPCM/MDOT%20Federal%20DBE%20Form%20B%20\(BidProp\)%20Revised%2009-08-11.pdf](https://www.roads.maryland.gov/OPCM/MDOT%20Federal%20DBE%20Form%20B%20(BidProp)%20Revised%2009-08-11.pdf)

30. *Question: For the required pavement sections, would the City accept Montgomery County design standards?*

Answer: The applicable standards are all listed on page 15 item 2.1.6.b

31. *Question: Would the City share and provide any known information on underground utilities within the project limits?*

Answer: City will share the know information for the utilities within the project limits. Also, the scope of survey includes: 1) Field locate existing utilities (including, but not limited to, water lines and valves, water meters, fire hydrant, sewer lines, manholes, cleanouts, water and sewer house connections, storm drain pipes and inlets, gas lines and valves, power poles, guy wires, overhead wires, telephone and/or cable boxes, etc.); 2) All surface utilities (valves, valve boxes, manholes, inlet, etc.) must have top elevations and inlet size of throat; 3) Miss Utility must be called to locate all non-City utilities (gas, electric, phone, cable, etc.) prior to field surveying; 4) Rockville Maintenance (240-314-8570) must be called to locate all City utilities (water, sewer, and storm drain) a minimum 48 hours prior to field surveying.

32. *Question: Please confirm concurrence that additional soil borings will be necessary for the ESD facilities*

Answer: No soil boring is necessary for ESD facilities.

33. Question: RFP 2.1.1.21 – Digital files of the topographic and boundary surveys to be provided to the city in the AutoCAD Civil 3D 2014 version. Would the city consider allowing these files to be submitted in the MicroStation dgn format per the latest SHA CADD Standards

Answer: It will be fine if the file can be converted to CAD file.

34. Question: RFP Section 2.4 states “Within 10 months, 90% design shall be complete. Work on 90% design shall not commence until all right-of-way acquisition is complete. In no case will design proceed past 90% without right-of-way acquisition finalized in case changes are necessary.” Would the city concur that the right-of-way acquisition schedule will depend on the property negotiations to be performed by the City?

Answer: Yes.

35. Question: On-street parking including metered parking along the west side of N. Stonestreet Ave will be impacted. It doesn't look like additional on-street metered parking can be provided along the east side to fully mitigate this impact. Would the city confirm that this is acceptable?

Answer: The typical cross section without metered parking along N Stonestreet Ave between Park Rd to Lincoln Ave is based on the city approved and adopted North Stonestreet Avenue Comprehensive Master Plan. Five public meetings were held with the master plan, planning commission recommended on Dec 12, 2018, and M&C approved for adoption on March 25, 2019.

36. Question: As part of the feasibility study will the city allow modifications to the proposed typical section along North Stonestreet Ave while retaining the intent of the Stonestreet Corridor Redevelopment Plan?

Answer: The typical cross section is based on the city approved and adopted North Stonestreet Avenue Comprehensive Master Plan.

37. Question: Does the City expects two separate submittal packages for each phase (plans, estimate, permitting, etc.), or whether the package can be one package that would be later split for advertisement/construction? Is the intent of the City to construct the first phase of intersection improvements earlier than the improvements along N. Stonestreet Ave to avoid overlapping construction for the two contracts?

Answer: One submittal package with construction phases separated. Yes. Phases I improvement is for Park Road Improvement + Intersection Reconstruction; Phase II improvement is for N. Stonestreet Ave from park Rd to Lincoln Ave.

38. Question: Please clarify whether the anticipated City and SHA review timeframes for each milestone are a total of three weeks, or six weeks (three weeks by the city plus three weeks by SHA)

Answer: The anticipated City and SHA review timeframes for each milestone are a total of 4-6 weeks. The reviews are performed concurrently with the city & SHA team.

39. Question: RFP Section 6.3 - Would the City consider expanding the completion timeframe for relevant project examples to ten years or allow consultants to submit projects that were still in the design phase but not constructed? Due to the economic slowdown and COVID-19 shutdowns,

most consulting firms may not have completed the design and completed construction of complex projects like the current project within the last five years.

Answer: Evaluation will be based on the criteria in Section 6.

40. Question: Regarding the structured outline on page 22 of the RFP, in which section should the project examples be placed?

Answer: You can list the experience in key staff.

41. Question: In Section 5.) Experience, can the 3 project examples be extended from 5 years to 10 years or because of covid and budgetary constraints over the last several years, can we be allowed to submit projects that are currently in the design phase instead of requiring the project to have construction complete?

Answer: Evaluation will be based on the criteria in Section 6.

42. Question: Page 23, Section 6: Evaluation of Proposals, Item 5) Experience states firms shall provide a list of three (3) projects completed within the past five (5) years. The Technical Proposal outline shown on page 22 does not mention Experience. What section should include the 3 projects? Please confirm that "project completed" refers to projects where design has been completed.

Answer: You can list the experience in key staff. "Project completed" refers to similar projects to this RFP where all deliverables have been met.

43. Question: RFP suggests one set of contract documents, but also states that the project will be constructed in 2 phases. Is the City planning to design / permit / advertise / bid the improvements as one construction contract with 2 phases? Was traffic analysis completed for the proposed intersection / signal modifications (2) and roadway improvements along Park Road?

Answer: The contract document shall include the plan and cost estimation with Phase I & II separated. Yes, it is planned for one construction contract with 2 phases.

The traffic signal modification is to reconfigure the intersection at Park Ave and S. Stonestreet Ave to make it a more conventional T intersection and realign the traffic signal heads with the proposed lanes based on the typical cross section proposed on Park Rd and Stonestreet Road. The proposed improvements will improve the visibility and make the movements more intuitive. No capacity reduction or lane configuration change is involved. Therefore, the traffic analysis is not needed within this scope.

44. Question: Do Attachments 5, 6, 7, and 8 need to be completed by just the prime consultant or subconsultants as well?

Answer: Yes. Both Prime consultant and subconsultant who is involved need to complete the related information.

45. Question: In which section should we include our project descriptions?

Answer: You can identify the project description demonstrating experience under key staff.

46. *Question: Page 22 of the RFP mentions submitting a flash drive, but elsewhere the RFP says we should be submit the proposal through the Collaboration Portal. Do we need to submit both or will submitting through the online portal suffice?*

Answer: No, please only submit a proposal via the Collaboration Portal. No flash drive is required for submission.

47. *Question: Can you confirm the page limitations for the Work Plan section? Should our sample schedule be included in this section? If so, is it included in the page limitations?*

Answer: The three-page limit for Work Plan has been removed. The overall page limit for the proposal in its entirety is 200.

48. *Should we submit a price proposal with our submittal? Pages 24 and 25 detail instructions regarding the price proposal. However, it says, "If a price proposal is requested" and later says "If a price proposal is required". The submittal instructions on page 22 says to submit 1 combined original and 1 redacted version which would conflict with the 3 separate PDF documents mentioned on page 25 of the RFP (if a price proposal is required).*

Answer: Do not provide a Price Proposal or any specific cost information in relation to this project. Inclusion of such information may result in disqualification. Upon receipt of technical proposals, the evaluation committee shall rate and rank the proposals on the basis of the evaluation factors published in the Request for Proposal (pages 22-24) and select the offeror whose professional qualifications and proposed services are deemed most meritorious. The City will then request the documents on page 25 and review the selected offeror's price proposal, after which, negotiations shall then be conducted, with the offeror. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. If price negotiations with the offeror ranked first are not successful, negotiations shall be formally terminated and negotiations conducted with the offeror ranked second most meritorious, and so on, until a contract can be negotiated at a fair and reasonable price.

49. *Will the City consider exceptions / markups to the contract with the proposal*

Answer: Yes, upon successful negotiation as outlined in Section 7, the City will consider exceptions/markups to the contract with the selected firm.

**Reminder: Proposals will only be accepted electronically via the City's
Collaboration Portal**

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME IN THE REQUEST FOR PROPOSAL (RFP).

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 1 BY SIGNING BELOW AND RETURNING A COPY OF THE ADDENDUM WITH YOUR PROPOSAL OR ACKNOWLEDGING IN YOUR PROPOSAL. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION.

Additionally, please be sure to submit all other required information from the solicitation instructions with your proposal.

ISSUED BY: TJ Ellison, PRINCIPAL BUYER, 8/4/2023

NAME OF BIDDER: _____

PROPOSAL DUE DATE: 2:00 P.M. (ET), TUESDAY, AUGUST 22, 2023

Attachment B



August 9, 2024

City of Rockville Procurement Division
Attn: Thomas (TJ) Ellison, CPPB
111 Maryland Avenue
Rockville, MD 20850

Subject: RFP #05-23 – North Stonestreet Avenue Sidewalk Improvements

Dear Mr. Ellison,

Mead & Hunt, Inc. is pleased to submit the revised price proposal for your review and approval. The proposal has been revised based on the Best & Final Offer (BAFO) request letter (attached) received through e-mail dated August 1, 2024. Mead & Hunt has discussed the BAFO with the City on August 8, 2024, and accordingly, the fee has been revised to reduce the proposed fee by 6.25%.

Estimated Fees:

The price proposal is developed based on the original RFP, the technical approach and work plan proposed in technical proposal dated August 22, 2023, pre-price proposal dated March 15, 2024, and additional questions/answered received through e-mail from the City of Rockville dated April 5, 2024. Furthermore, Mead & Hunt has discussed the BAFO with the City on August 8, 2024, and accordingly, the fee has been revised to reduce the proposed fee by 6.25%.

- The total RFP base price is \$686,972.02 including 30.70% DBE participation which exceeds the DBE goal of 10%.
- The total fees does not include the permit fee (direct costs). It is assumed that all permit fees will be waived or paid by the city since this is City's project.

RFP Base Price Summary			
Firm Name	Total	DBE (Y/N)	% Participation
Mead & Hunt, Inc.	\$476,090.00	N	69.30%
CV, Inc.	\$184,490.00	Y	26.86%
Floura Teeter Landscape Architects, Inc.,	\$26,392.02	Y	3.84%
DMY Engineering Consultants Inc.	\$0.00	Y	0.00%
Total	\$686,972.02		100.00%
Total DBE Participation	\$210,882.02		30.70%

Assumptions:

1. The price excludes 60% design plans submission, geotechnical engineering and preparing mylar plans.
2. Traffic data collection and analysis are excluded.
3. Maintenance of Traffic Alternative Analysis is excluded.
4. Any utility relocation designs are excluded.

5. Street lighting design is excluded.
6. NEPA coordination is limited to review only and not preparing the new application and submission,
7. Traffic Signal interconnect is excluded.
8. Property acquisition services such as title reports, appraisal reports, right of way stakeout in field are excluded. Mead & Hunt will provide ROW plats prepared on 11"x17" size paper.
9. One public outreach is included in scope of services.
10. Geotechnical investigations for SWM/ESD facilities.
11. The City of Rockville will coordinate with the Metro Station. Mead & Hunt will not contact/ coordinate with the Metro Station.
12. City will notify property owners for the proposed survey work and entering the private property.
13. The proposal price is based on project duration between Sept 1, 2024, through August 31, 2025, and comments review discussion on July 8, 2024, through virtual meeting.
14. Drainage, SWM and E&SC Design will be in accordance with City of Rockville Code and MDE 2000 SWM Design Manual. SHA highway hydraulics review is not anticipated.
15. Replacement or upgrading of the existing storm drain system is not included except connecting new inlet structures to existing storm drain system.
16. Parking meter locations will be designed by others.
17. Mead & Hunt will prepare itemized construction bid tabulation and special technical specifications for non-standard construction items. Construction bid book / IFB (Invitation for bid) is excluded from the scope of work.
18. To limit the proposed grading, proprietary block retaining wall be used as appropriate. Geotechnical investigation and detailed structural design calculations will not be prepared.

We look forward to working with you and your staff on this assignment. Should you have any questions or require further information, please contact Shashikant (Shashi) Patel, PE, PTOE, PMP, DBIA, at (443) 741-3688 or via e-mail at shashi.patel@meadhunt.com.

Sincerely,

Mead & Hunt, Inc.



Shashikant Patel, PE, PTOE, PMP, DBIA
Department Manager

Attachments:

1. BAFO request letter from City of Rockville
2. Standard price proposal form.
3. E-mail questions/ answers provided by the City of Rockville
4. Summary of Price
5. Detailed Fee Estimate Sheets
6. Standard Forms

1. BAFO Request Letter from City of Rockville



August 1, 2024

Mead & Hunt
Attn: Shashikant Patel, PE, PTOE, PMP, DBIA
7055 Samuel Morse Drive, Suite 100
Columbia, Maryland 21046

RE: Best & Final Offer RFP #05-23 – North Stonestreet Avenue Sidewalk
Improvements

Dear Mr. Patel,

The City of Rockville is pleased to inform you that Mead & Hunt is a finalist for award of the above referenced RFP.

We appreciate your participation in this process and have carefully considered the cost estimation of this project. We invite your firm to provide its best and final offer regarding the following points of negotiation/clarification:

1. The revised price proposal provided on July 12, 2024, is above project allocatable funds. Is there flexibility to adjust hourly rate costs to reduce the overall cost by less than ten percent?

An officer of your company, who is authorized to bind the company in contract, must authenticate your written response with their signature. If your firm determines that no additional changes are required, please indicate this in the written response. A written response must be submitted no later than Friday, August 9, 2024.

Upon receipt of your response, the City will review and determine if your response, in addition to its original proposal merit further consideration.

If you have any questions regarding this letter, please contact me at tellison@rockvillemd.gov.

Sincerely,

A handwritten signature in cursive script that reads "TJ Ellison".

Thomas J. Ellison
Principal Buyer

2. Standard Price Proposal Form



**CITY OF ROCKVILLE
EXECUTION OF OFFER FORM**

**RFP #05-23
NORTH STONESTREET AVENUE SIDEWALK IMPROVEMENTS**

Contractor agrees to perform all work as set forth in this request for proposal, and in accordance with the terms and conditions at the prices quoted on this form.

Item	Description	Quantity Required	Unit Price
1.	Professional Engineering Survey Service	1	\$ 94,860.00
2.	NRI/FSD Plan	1	\$ 8,824.32
3.	30% Plan	1	\$ 161,235.00
4.	60% Plan	1	\$ 20,150.00
5.	90% Plan	1	\$ 135,754.41
6.	Right-of-Way Establishment	1	\$ 27,950.00
7.	Forest Conservation & Planting Plan	1	\$ 7,285.97
8.	Final Design	1	\$ 88,471.20
9.	Public Outreach	1	\$ 19,076.12
10.	Traffic Signal Modification Plan	1	\$ 55,255.00
11.	Property Acquisition Services	1	\$ 41,530.00
12.	Permits	1	\$ 26,580.00
	TOTAL RFP PRICE		\$ 686,972.02

***Note:** Please attach to the Execution of Offer a highly detailed breakdown of cost per deliverable, which includes at a minimum the data and information requested in the RFP. All non-labor costs including data processing, forms, fax transmissions, telephone calls, printing and all other expenses are to be included within the pricing offered. All administrative and indirect costs are to be included within the pricing offered. No additional payment will be made for travel related expenses (e.g. – airfare, meals, mileage, lodging, per-diem, etc.).



EXCEPTIONS

All exceptions taken to the Request for Proposal must be clearly indicated in the space provided below. Unless noted as an exception, the Contractor 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 Request for Proposal. It is hereby agreed that if this Request for Proposal is rejected due to an exception taken to a requirement by the offeror, the rejection taken will be final and no further action may be taken.

Do you claim an exception to any portion of this Request for Proposal?

N/A **See cover letter for list of assumptions.**

Shashi Patel Digitally signed by Shashi Patel
DN: CN=Shashi Patel
Reason: I have reviewed this document
Date: 2024.08.09 12:56:22-04'00'

EXECUTION

THE OFFEROR IS HEREBY NOTIFIED THAT THIS DOCUMENT SHALL BE SIGNED (ELECTRONIC SIGNATURE IS ACCEPTABLE) IN ORDER FOR THE PROPOSAL TO BE ACCEPTED. BY SIGNING, THE OFFEROR CERTIFIES THAT HE/SHE WILL COMPLY IN EVERY ASPECT WITH THE REQUEST FOR PROPOPAL, ADDENDUMS, PROPOSAL, ANY AND ALL E-MAILS/LETTERS OF CLARIFICATION, BAFO AND CONTRACT.

The proposal, if submitted by an individual, shall be signed by an individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation the same shall be signed by the President and attested by the Secretary or an Assistant Secretary. If not signed by the President as aforesaid, there must be attached a copy of that portion of the By-Laws, or a copy of a Board resolution, duly certified by the Secretary, showing the authority of the person so signing on behalf of the corporation. In lieu thereof, the corporation may file such evidence with the Administration, duly certified by the Secretary, together with a list of the names of those officers having authority to execute documents on behalf of the corporation, duly certified by the Secretary, which listing shall remain in full force and effect until such time as the Administration is advised in writing to the contrary. In any case where a proposal is signed by an Attorney in Fact the same must be accompanied by a copy of the appointing document, duly certified.

[Signatures to follow]



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

IF AN INDIVIDUAL:

NAME: _____

Street and/or P.O. Box

City

State

Zip Code

Fed ID or SSN

Signature

(SEAL)

Date

Print Signature

WITNESS: _____

Signature

Print Signature

IF A PARTNERSHIP:

NAME OF PARTNERSHIP: _____

Street and/or P.O. Box

City

State

Zip Code

Fed ID or SSN

BY: _____ (SEAL)

Signature

Date

Print Signature

TITLE: _____ WITNESS: _____

Signature

Print Signature



IF A CORPORATION:

NAME OF CORPORATION: Mead and Hunt, Inc.

7055 Samuel Morse Drive, Suite 100

<u>Street and/or P.O. Box</u>			
<u>Columbia</u>	<u>Maryland</u>	<u>21046</u>	<u>39-0793822</u>
<u>City</u>	<u>State</u>	<u>Zip Code</u>	<u>Fed ID or SSN</u>

STATE OF INCORPORATION: Wisconsin

BY:  (SEAL) 8/09/2024
Signature Date

Shashikant Patel

Print Signature

TITLE: Department Manager WITNESS: 

Secretary's Signature

Will Fairfax

Print Signature

REMITTANCE ADDRESS (if different than above)

2440 Deming Way

<u>Street and/or P.O. Box</u>		
<u>Middleton</u>	<u>Wisconsin</u>	<u>53562</u>
<u>City</u>	<u>State</u>	<u>Zip Code</u>

NOTE: Firms must use their FULL LEGAL name. Generally, a corporation's name must end with a suffix indicating the corporate status of that business (i.e., Inc., Co., Corp., etc.). Individuals or corporations may indicate trade names with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as), respectively. Failure to use your FULL LEGAL name may be cause for rejection of the proposal.

CONTACT FOR ADMINISTRATION

NAME: Shashikant Patel, PE, PTOE, PMP, DBIA

TELEPHONE: (443) 741-3688

EMAIL: shashi.patel@meadhunt.com

3. E-mail questions/ answers provided by the City of Rockville

Shashi Patel

From: Thomas Ellison <tellison@rockvillemd.gov>
Sent: Thursday, April 4, 2024 1:21 PM
To: Shashi Patel
Cc: Will Fairfax
Subject: RE: RFP 05-23 N. Stonestreet Ave. Sidewalk Improvements Request for Price Proposal

1. Can we remove the Alternatives Analysis for both N. Stonestreet Ave and Park Rd from the scope?

Yes. There is no alternative comparison needed. Please use the scoped typical cross section in the RFP. The cross section width might have to be modified by 2-3 feet (as indicated in the RFP) at some sections of the road on N. Stonestreet Ave. to fit with the available ROW width at those sections.

2. Can we assume the design will maintain existing curb lines on both sides of N. Stonestreet Ave?

Can we assume the City will maintain existing sidewalk on the east side of N. Stonestreet Ave and only provide ADA upgrades for pedestrian ramps and bus stops? This would reduce potential impacts to property, trees and reduce SWM requirements.

No. The ROW line on the east side is about 1 foot behind the existing 4-foot sidewalk, and the proposed cross section shows 6-foot sidewalk and 4-foot planting/utilities. Therefore, curb and gutter on both sides will need to be modified.

3. Can we remove the geotechnical boring and report for the traffic signal foundation design?

Yes, especially if savings is significant. It could be also added as an option if needed.

4. Can the City confirm if it is OK to eliminate the 60% design submission provided that there is a Preliminary (30%), Final (90%) and PS&E (100%) submission.

Yes.

Thomas (TJ) Ellison, CPPB
Principal Buyer
City of Rockville
Procurement Division
111 Maryland Avenue
Rockville, MD 20850-2364
Phone: 240-314-8436
Fax: 240-403-9323
E-Mail: tellison@rockvillemd.gov



From: Shashi Patel <shashi.patel@meadhunt.com>
Sent: Wednesday, April 3, 2024 2:44 PM
To: Thomas Ellison <tellison@rockvillemd.gov>
Cc: Will Fairfax <Will.Fairfax@meadhunt.com>
Subject: RE: RFP 05-23 N. Stonestreet Ave. Sidewalk Improvements Request for Price Proposal

WARNING - External email. Exercise caution.

Thanks TJ!

Can you also share the answers to questions from the other consultants?

Have a great day,

Shashikant Patel, PE, PMP, PTOE, DBIA

Direct: 443-741-3688 | Cell: 443-878-6610 | Transfer Files

meadhunt.com | Experience Exceptional

From: Thomas Ellison <tellison@rockvillemd.gov>

Sent: Wednesday, April 3, 2024 9:32 AM

To: Shashi Patel <shashi.patel@meadhunt.com>

Cc: Will Fairfax <Will.Fairfax@meadhunt.com>

Subject: RE: RFP 05-23 N. Stonestreet Ave. Sidewalk Improvements Request for Price Proposal

Hi Shashi,

1. The indirect costs are the costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (administrative costs). The total cost should be inclusive of the indirect costs and they should be consistent with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.
2. Yes, the fiscal period can be July 1, 2024 – June 30, 2025.

Thank you,

Thomas (TJ) Ellison, CPPB

Principal Buyer

City of Rockville

Procurement Division

111 Maryland Avenue

Rockville, MD 20850-2364

Phone: 240-314-8436

Fax: 240-403-9323

E-Mail: tellison@rockvillemd.gov



From: Shashi Patel <shashi.patel@meadhunt.com>

Sent: Friday, March 29, 2024 12:20 PM

To: Thomas Ellison <tellison@rockvillemd.gov>

Cc: Will Fairfax <Will.Fairfax@meadhunt.com>

Subject: RE: RFP 05-23 N. Stonestreet Ave. Sidewalk Improvements Request for Price Proposal

WARNING - External email. Exercise caution.

Hello TJ,

Hapy Friday!

Wanted to follow up on below e-mail and have additional questions while preparing the price proposal.

Questions on Contractor Cost Certification form:

- 1) what is the Indirect Cost Rate Proposed? Is that the total cost?
- 2) What should we put for the fiscal period? Is July 2024 through June 2025 ok?

We plan to submit the price proposal end of next week and hope that we get answers Monday if possible. That will allow us to make any adjustments in price proposal submission package.

Thanks and have a great weekend,

Shashikant Patel, PE, PMP, PTOE, DBIA

Direct: 443-741-3688 | Cell: 443-878-6610 | Transfer Files
meadhunt.com | Experience Exceptional

From: Shashi Patel <shashi.patel@meadhunt.com>
Sent: Thursday, March 21, 2024 11:23 AM
To: Thomas Ellison <tellison@rockvillemd.gov>
Subject: RE: RFP 05-23 N. Stonestreet Ave. Sidewalk Improvements Request for Price Proposal

Good Morning TJ,
Just wanted follow up on our last Friday's meeting and a kind reminder to send us the previous consultants questions / responses for Mead & Hunt consider for developing price proposal.
Thanks!

Shashikant Patel, PE, PMP, PTOE, DBIA

Direct: 443-741-3688 | Cell: 443-878-6610 | Transfer Files
meadhunt.com | Experience Exceptional

From: Thomas Ellison <tellison@rockvillemd.gov>
Sent: Friday, March 8, 2024 8:53 AM
To: Shashi Patel <shashi.patel@meadhunt.com>
Subject: RE: RFP 05-23 N. Stonestreet Ave. Sidewalk Improvements Request for Price Proposal

You don't often get email from tellison@rockvillemd.gov. [Learn why this is important](#)

Good morning,

You should be receiving a Webex invite for Friday, March 15 at 2:00 p.m. We look forward to meeting with you.

Thank you,

Thomas (TJ) Ellison, CPPB
Principal Buyer
City of Rockville
Procurement Division
111 Maryland Avenue
Rockville, MD 20850-2364
Phone: 240-314-8436
Fax: 240-403-9323

4. Summary of Price

North Stone Street Avenue Sidewalk Improvements Design

Item	Description	Quantity Required	Mead & Hunt	DBE Subconsultants			Unit Price
				CV, Inc	Floura Teeter	DMY, Inc.	
1	Professional Engineering Survey Service	1		\$94,860.00			\$94,860.00
2	NRI/FSD (See Floura Teeter Proposal)	1			\$8,824.32		\$8,824.32
3	30% Plan	1	\$161,235.00				\$161,235.00
4	60% Plan (Including Utility Test holes)	1		\$20,150.00			\$20,150.00
5	90% Plan	1	\$130,600.00		\$5,154.41		\$135,754.41
6	Right-of-Way Establishment (See CV Inc. Proposal))	1		\$27,950.00			\$27,950.00
7	Forest Conservation & Planting Plan (See Floura Teeter Proposal)	1			\$7,285.97		\$7,285.97
8	Final Design (PS&E)	1	\$85,680.00		\$2,791.20		\$88,471.20
9	Public Outreach	1	\$16,740.00		\$2,336.12		\$19,076.12
10	Traffic Signal Modification Plan	1	\$55,255.00				\$55,255.00
11	Property Acquisition Services- Preparing ROW Plats (15 Properties) (See CV, Inc. Proposal)	1		\$41,530.00			\$41,530.00
12	Permits	1	\$26,580.00				\$26,580.00
	RFP Base Price		\$476,090.00	\$184,490.00	\$26,392.02	\$0.00	\$686,972.02
	DBE %		69.30%	26.86%	3.84%	0.00%	30.70%

5. Detailed Fee Estimate - Mead & Hunt

Fee Estimate

Project - North StoneStreet Avenue Sidewalk Improvements, RFP No. 05-23							
Milestone & Task Activities	Mead & Hunt (M&H)						
	Project Manager	Senior Civil/ Structural Engineer	Senior Traffic/ Structural Engineer	Civil / Traffic Engineer	Compliance Reviewer	Designer	Total
3. 30% Design	Shashi Patel	Peng L., Doug B.	Bryon W, Shajia Du, Rabin F., Jeff W.	Jahir M., Leonard Tang, Will Folkerts	Jamie K.	Casen K, Sean S, Siddtharth K	
A. Project Kickoff - Virtual	2	2	2	2			8
B. Topographic Survey and ROW Base Mapping							0
1. Set up project files and review scope of work (internal)	4	4	4	4		4	20
1. Scoping and Field Review Meeting, Review Existing Drainage Structures	4		4	8		8	24
2. Topo Survey, ROW, Utility Base Mapping	1	2		4		16	23
C. Feasibility Study / Develop Concept							0
1. Develop Basis of Design / Design Criteria	2	4		4			10
2. Develop Concept Design and Review Impacts and Submit Roll Map to City	4	12	4	16		16	52
3. Review Design Concept with the City (virtual)	2	2	2	2			8
30% Design and Submittal							0
D. Roadway Geometric Design							0
1. Review and Develop Typical Sections	2	4		8			14
2. Develop Roadway Alignments	2	4		8			14
3. Prepare Preliminary Geometrics, Sight Distance, and Turning Templates	2	8		16		16	42
4. Prepare Vertical Alignment, Cross Section Modeling & Preliminary Grading	4	8		48		32	92
5. Review Cross Sections/ Driveways and Establish Driveway Reconstruction Limits	2	4		16		16	38
6. Review Cross Sections for Grading and Retaining Wall Needs	2	4		16		16	38
7. Develop Typical Sections of Block/Proprietary Retaining Walls	2	8		8		16	34
E. Drainage and SWM/E&SC Design Concept							0
1. Review existing storm drain information	1	2		4		4	11
2. Delineate drainage area and develop hydrology	1	4		8		32	45
3. Perform analysis of existing storm drain system under proposed conditions	1	4		8		24	37
4. Prepare Preliminary Drianage Layout, Drainage area & Drainage Calculations	1	4		8		32	45
5. Prepare Drainage Profiles, Details and Schedules	1	4		8		32	45
6. Calculate SWM Requirements	1	4		8		16	29
7. Review and Develop SWM Pre-Design Concept (Assume one ESD Facility)	2	4		12		32	50
8. Preliminary SWM Concept Design Memo including H&H Calculations	4	8		12		16	40
F. Traffic Enggg- Pavement Marking and Maintenance of Traffic							0
1. Pavement Marking and Signage Plans (Not Included)							0
2. MOT Staging Layout and Seq. of Const.	1		8			16	25
G. Establish Preliminary Grading, LOD and ROW/Easement Needs	2	4		8			14
G1. Review In-Progress Plans with the City	2	4	4	4			14
H. Prepare Draft Design Report	4			8		12	24
I. Prepare Title Sheet, General Notes and Typical Sections Sheet (4)	1			16		16	33
J. Prepare Geometric Sheets @ 1"=50 Scale (2 Sheets)				4		12	16
J. Prepare Draft 30% Design Roadway Plans (7)	4			16		40	60
K. Draft 30% Design Profiles	1			4		8	13
L. Draft 30% Design Cross Sections with Utilities	1	5		24		16	46
M. QCQA Review	8	16					24
N. 30% Design Plans Submittal	2	4		16		24	46
O. Attend 30% Design Review Meeting	4	4	4	4		4	20
Total Hours	77	137	32	332	0	476	1054
Loaded Hourly Rate (including PBO&H and Fee)	\$275.00	\$220.00	\$220.00	\$145.00	\$220.00	\$115.00	
Fee	\$21,175.00	\$30,140.00	\$7,040.00	\$48,140.00	\$0.00	\$54,740.00	\$161,235.00
Direct Costs	Quantity	Unit			Rate		
Mileage	0	mile			\$0.67	\$0.00	
Printing Full Size Paper Plans (24"x36")	0	Each				\$0.00	
Permit Fees	0	LS					
Others (Shipping, Mailing)	0	LS					
Total Cost (Direct)						\$0.00	\$0.00
Total Cost - Mead & Hunt 30% Design							\$161,235.00

Fee Estimate

Project - North StoneStreet Avenue Sidewalk Improvements, RFP No. 05-23

Milestone & Task Activities	Mead & Hunt (M&H)						Total
	Project Manager	Senior Civil/ Structural Engineer	Senior Traffic/ Structural Engineer	Civil / Traffic Engineer	Compliance Reviewer	Designer	
5. 90% Plan -(Including Utility Test holes)	Shashi Patel	Peng L., Doug B.	Bryon W, Shajia Du, Rabin F., Jeff W.	Jahir M., Leonard Tang, Will Folkerts	Jamie K.	Casen K, Sean S, Siddharth K	
90% Design and Submittal							
A. Roadway Design Plans Profiles and Cross Sections							0
1. Review 30% Design Comments & Prepare Responses	4	8		8		8	28
2. Prepare Utility Test-hole Location Map QL-A		2		4			6
3. Revise/Update Geometric Design plans, Profiles and Cross Sections	2	8		40		24	74
4. Revise/Update Typical Sections and Pavement Details	2	4		8		8	22
5. Complete Design Report - Update Sight Distance, and Turning Templates	4	4				8	16
B. Grading Drainage and SWM/E&SC Final Design							0
1. Review 30% Review Comments & Prepare Responses	4			8		8	20
2. Revise/Update Drianage Layout, Drainage area & Drainage Calculations	4	8		16		40	68
3. Prepare Drainage Profiles, Details and Schedules	1	4		8		40	53
4. Revise/Update SWM Requirements				4		4	8
5. Prepare Final SWM Design and Calculations (Assume one ESD Facility)		8		8		24	40
6. Prepare Final SWM Design Report	4			8		16	28
7. Erosion and sediment control design plans		4		12		32	48
C. Traffic Engg- Pavement Marking and Maintenance of Traffic							0
1. Traffic Engg- Pavement Marking and Signage Plans			24	80			104
2. Traffic Engg- MOT Final Plans, Seq. Const.			24	100			124
3. Traffic Engg- Cost Estimate			1	5			6
D. 90% Design Estimate and Draft Special Provsions	8	8		24		40	80
1. QCQA & Constructability Review	8	8		24		24	64
2. Identify ROW and Draft Plats Submittal	4			4			8
3. 90% Design Plans Submittal & Review	4	8		8		8	28
4. Attend 90% Design Review Meeting	4	4	4	4		4	20
Total Hours	53	78	53	373	0	288	845
Loaded Hourly Rate (including PBO&H and Fee)	\$275.00	\$220.00	\$220.00	\$145.00	\$220.00	\$115.00	
Fee	\$14,575.00	\$17,160.00	\$11,660.00	\$54,085.00	\$0.00	\$33,120.00	\$130,600.00
Direct Costs	Quantity	Unit			Rate		
Mileage	0	mile			\$0.67	\$0.00	
Printing Full Size Paper Plans (24"x36")	0	Each				\$0.00	
Permit Fees	0	LS					
Others (Shipping, Mailing)	0	LS					
Total Cost (Direct)						\$0.00	\$0.00
Total Cost - Mead & Hunt 90% Design						\$0.00	\$130,600.00

Fee Estimate

Project - North StoneStreet Avenue Sidewalk Improvements, RFP No. 05-23

[illegible]

Fee Estimate

Project - North StoneStreet Avenue Sidewalk Improvements, RFP No. 05-23

Milestone & Task Activities	Mead & Hunt (M&H)						
	Project Manager	Senior Civil/ Structural Engineer	Senior Traffic/ Structural Engineer	Civil / Traffic Engineer	Compliance Reviewer	Designer	Total
9. Public Outreach	Shashi Patel	Peng L., Doug B.	Bryon W, Shajia Du, Rabin F., Jeff W.	Jahir M., Leonard Tang, Will Folkerts	Jamie K.	Casen K, Sean S, Siddharth K	
A. Community / Public Outreach							0
1. Prepare Exhibits and Outreach Materials (up to three 24"x36")	8		8			20	36
2. Prepared for and Attend Public / Community Outreach (one)	12		12				24
3. Respond to Outreach Comments	8		8	4			20
Total Hours	28	0	28	4	0	20	80
Loaded Hourly Rate (including PBO&H and Fee)	\$275.00	\$220.00	\$220.00	\$145.00	\$220.00	\$115.00	
Fee	\$7,700.00	\$0.00	\$6,160.00	\$580.00	\$0.00	\$2,300.00	\$16,740.00
Direct Costs	Quantity	Unit			Rate		
Mileage	0	mile			\$0.67	\$0.00	
Printing Full Size Paper Plans (24"x36")	0	Each				\$0.00	
Permit Fees	0	LS					
Others (Shipping, Mailing)	0	LS					
Total Cost (Direct)						\$0.00	\$0.00
Total Cost - Mead & Hunt 30% Public Outreach							\$16,740.00

Fee Estimate

Project - North StoneStreet Avenue Sidewalk Improvements, RFP No. 05-23

Milestone & Task Activities	Mead & Hunt (M&H)						Total
	Project Manager	Senior Civil/ Structural Engineer	Senior Traffic/ Structural Engineer	Civil / Traffic Engineer	Compliance Reviewer	Designer	
12, Permits	Shashi Patel	Peng L., Doug B.	Bryon W, Shajia Du, Rabin F., Jeff W.	Jahir M., Leonard Tang, Will Folkerts	Jamie K.	Casen K, Sean S, Siddharth K	
Permits							0
1. Regulatory Agencies Criteria Review	4			4			8
2. NRI / FSD	1			2			3
3. Permit App SWM Concept, FSD, Utility Companies at 30% Design Stage	1	4		16		8	29
3A. Utility Coordination / Respond to Comments	1	4		8		4	17
4. Permit Resubmittal SWM, E&SC, FSD, Utilities at Semi-final Design Stage	2	4		16		4	26
4A. Utility Coordination / Respond to Comments	1	4		8		4	17
5. Permit Resubmittal SWM, E&SC, FSD, Utilities at 90% Design Stage	2	4		16		4	26
5A. Utility Coordination / Respond to Comments	1	4		8		4	17
6. Prepare and submit NOI permit application	1	8		8			17
Total Hours	14	32	0	86	0	28	160
Loaded Hourly Rate (including PBO&H and Fee)	\$275.00	\$220.00	\$220.00	\$145.00	\$220.00	\$115.00	
Fee	\$3,850.00	\$7,040.00	\$0.00	\$12,470.00	\$0.00	\$3,220.00	\$26,580.00
Direct Costs	Quantity	Unit			Rate		
Mileage	0	mile			\$0.67	\$0.00	
Printing Full Size Paper Plans (24"x36")	0	Each				\$0.00	
Permit Fees	0	LS					
Others (Shipping, Mailing)	0	LS					
Total Cost (Direct)						\$0.00	\$0.00
Total Cost - Mead & Hunt Permits							\$26,580.00

Detailed Fee Estimate – CV Inc.

Fee Estimate Summary- CV Inc.; Revised 8/8/2024					
Project - North StoneStreet Avenue Sidewalk Improvements, RFP No. 05-23					
Firm Name	30% Design Topo and Utility Mapping	30% Design ROW Mapping	ROW plats	60% Design - 10 Test Holes	Total
CV, Inc. (DBE Subconsultant)	\$94,860.00	\$27,950.00	\$41,530.00	\$20,150.00	\$184,490.00

Fee Estimate Revised 8/8/2024						
Project - North StoneStreet Avenue Sidewalk Improvements, RFP No. 05-23						
Milestone & Task Activities	CV Inc.					
	Project Manager	Professional Surveyor	Survey Crew	Office Tech.	CAD	SUE
30% Design- Topo survey and Utility Mapping						
Survey Controls	1	2	16			
Horz. Traverse		1	8			
Sketches						
Levels		1	8			
Inverts		1	8			
MOT	4					24
Topo Survey	1	12	104			
Process Topo	8			56		
Records						
Utility Designation	16			10		160
Paint Marking Pickup	1	6	40			
Process Utility Surveyed data	4			32		
Research	2	20		20		
Total Hours	37	43	184	118	0	184
Loaded Hourly Rate (including PBO&H and Fee)	\$175.00	\$155.00	\$190.00	\$100.00	\$70.00	\$190.00
Fee	\$6,475.00	\$6,665.00	\$34,960.00	\$11,800.00	\$0.00	\$34,960.00
						\$ 94,860
Direct Costs	Quantity				Rate	Cost
Mileage (64 trips x 72 = 4608 miles)	4608				\$0.00	\$0.00
Item 2	0				\$0.00	\$0.00
Item 3	0				\$0.00	\$0.00
Item 4	0				\$0.00	\$0.00
Total Cost (Direct)						\$0.00
Total Fee - CV Inc. 30% Design						\$94,860.00

Fee Estimate Revised 8/8/2024						
Project - North StoneStreet Avenue Sidewalk Improvements, RFP No. 05-23						
Milestone & Task Activities	CV Inc.					
	Project Manager	Professional Surveyor	Survey Crew	Office Tech.	CAD	SUE
30% Design- Right of Way Mapping						
Property Search		5	32			
Property Locate		2	16			
Right-of-way		24		80		
Process Property		4		16		
QC-Office	2	16				
QC-Field	1			8		
Total Hours	3	51	48	104	0	0
Loaded Hourly Rate (including PBO&H and Fee)	\$175.00	\$155.00	\$190.00	\$100.00	\$70.00	\$190.00
Fee	\$525.00	\$7,905.00	\$9,120.00	\$10,400.00	\$0.00	\$0.00
						\$ 27,950
Direct Costs	Quantity				Rate	Cost
Mileage (64 trips x 72 = 4608 miles)	0				\$0.00	\$0.00
Item 2	0				\$0.00	\$0.00
Item 3	0				\$0.00	\$0.00
Item 4	0				\$0.00	\$0.00
Total Cost (Direct)						\$0.00
Total Fee - CV Inc. 30% Design						\$27,950.00

Fee Estimate Revised 8/8/2024						
Project - North StoneStreet Avenue Sidewalk Improvements, RFP No. 05-23						
Milestone & Task Activities	CV Inc.					
	Project Manager	Professional Surveyor	Survey Crew	Office Tech.	CAD	SUE
Right of Way Plats						
Prepare Plats 11"x17" Size (15)	6	40		200		
Legal Descriptions	4	36		80		
Total Hours	10	76	0	280	0	0
Loaded Hourly Rate (including PBO&H and Fee)	\$175.00	\$155.00	\$190.00	\$100.00	\$70.00	\$190.00
Fee	\$1,750.00	\$11,780.00	\$0.00	\$28,000.00	\$0.00	\$0.00
						\$ 41,530
Direct Costs	Quantity				Rate	Cost
Mileage	0				\$0.67	\$0.00
Utility Test holes	0				\$2,100.00	\$0.00
Item 3	0				\$0.00	\$0.00
Item 4	0				\$0.00	\$0.00
Total Cost (Direct)						\$0.00
Total Fee - CV Inc, 60% Design						\$41,530.00

Fee Estimate Revised 8/8/2024						
Project - North StoneStreet Avenue Sidewalk Improvements, RFP No. 05-23						
Milestone & Task Activities	CV Inc.					
	Project Manager	Professional Surveyor	Survey Crew	Office Tech.	CAD	SUE
Utility Test-holes						
Total Hours	0	0	0	0	0	0
Loaded Hourly Rate (including PBO&H and Fee)	\$175.00	\$155.00	\$190.00	\$100.00	\$70.00	\$190.00
Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$ -
Direct Costs	Quantity				Rate	Cost
Mileage	0				\$0.67	\$0.00
Utility Test holes	10				\$2,015.00	\$20,150.00
Item 3	0				\$0.00	\$0.00
Item 4	0				\$0.00	\$0.00
Total Cost (Direct)						\$20,150.00
Total Fee - CV Inc. 60% Design						\$20,150.00

Detailed Fee Estimate – Floura Teeter

Fee Estimate Summary- Floura Teeter						
Project - North StoneStreet Avenue Sidewalk Improvements, RFP No. 05-23						
Firm Name	30% Design	Public Outreach	60% Design	90% Design	PS&E	Total
Floura Teeter (DBE Subconsultant)	\$8,824.32	\$2,336.12	\$7,285.97	\$5,154.41	\$2,791.20	\$26,392.02

% Time Estimate				
Project - North StoneStreet Avenue Sidewalk Improvements, RFP No. 05-23				
Milestone & Task Activities	Floura Teeter (FT)			
	Landscape Architect	Arborist	Designer	Technician
	Megan M.	Gino P.	Maura R.	
A. Project Kickoff and Fieldwalk	2	5		
C. Feasibility Study				
1. Evaluate Two Alternatives and provide input related to landscaping				
D. 30% Design and Submittal				
1. NRI / FSD		24		
2. Permit Application		2		
3. 30% Design Estimate and Draft Specs	3			
4. 30% Design Plans Submittal & Review	8		24	
Total Hours	13	31	24	0
Loaded Hourly Rate (including PBO&H and Fee)	\$176.27	\$131.11	\$102.85	\$0.00
Fee	\$2,291.51	\$4,064.41	\$2,468.40	\$0.00
			\$ 8,824	
Direct Costs	Quantity	Unit	Rate	
Mileage	0	mile	\$0.67	\$0.00
Printing Full Size Paper Plans (24"x36")	0	Each		\$0.00
Permit Fees	1	LS		
Others (Shipping, Mailing)	1	LS		
Total Cost (Direct)				\$0.00
Total Cost - FT 30% Design and Outreach				\$8,824.32

% Time Estimate				
Project - North StoneStreet Avenue Sidewalk Improvements, RFP No. 05-23				
Milestone & Task Activities	Floura Teeter (FT)			
	Landscape Architect	Arborist	Designer	Technician
	Megan M.	Gino P.	Maura R.	
E. Community / Public Outreach				
1. Preparing Exhibits and Outreach Materials	1		16	
2. Attend Public / Community Outreach			4	
3. Respond to Outreach Comments			1	
Total Hours	1	0	21	0
Loaded Hourly Rate (including PBO&H and Fee)	\$176.27	\$131.11	\$102.85	\$0.00
Fee	\$176.27	\$0.00	\$2,159.85	\$0.00
			\$ 2,336	
Direct Costs	Quantity	Unit	Rate	
Mileage	0	mile	\$0.67	\$0.00
Printing Full Size Paper Plans (24"x36")	0	Each		\$0.00
Permit Fees	1	LS		
Others (Shipping, Mailing)	1	LS		
Total Cost (Direct)				\$0.00
Total Cost - FT 30% Design and Outreach				\$2,336.12

% Time Estimate				
Project - North StoneStreet Avenue Sidewalk Improvements, RFP No. 05-23				
Milestone & Task Activities	Floura Teeter (FT)			
	Landscape Architect	Arborist	Designer	Technician
	Megan M.	Gino P.	Maura R.	
B. 60% Design Process and Submittal				
7. Permit App SWM, ACOE, FCP, Utility Companies		2		
8. 60% Design Estimate and Draft Specs	2		4	
9. QCQA & Constructability Review	2		1	
10. FCP	2	12		
11. 60% Design Plans Submittal & Review	8		24	
Total Hours	14	14	29	0
Loaded Hourly Rate (including PBO&H and Fee)	\$176.27	\$131.11	\$102.85	\$0.00
Fee	\$2,467.78	\$1,835.54	\$2,982.65	\$0.00
			\$ 7,286	
Direct Costs	Quantity	Unit	Rate	
Mileage	0	mile	\$0.67	\$0.00
Printing Full Size Paper Plans (24"x36")	0	Each		\$0.00
Permit Fees	1	LS		
Others (Shipping, Mailing)	1	LS		
Total Cost (Direct)				\$0.00
Total Cost - FT 60% Design Process and Submittal				\$7,285.97

% Time Estimate				
Project - North StoneStreet Avenue Sidewalk Improvements, RFP No. 05-23				
Milestone & Task Activities	Floura Teeter (FT)			
	Landscape Architect	Arborist	Designer	Technician
	Megan M.	Gino P.	Maura R.	
D. 90% Design & Cost Estimates				
1. Address Agencies Comments	2		2	
2. QCQA & Constructability Review	2		1	
3. Permit Resubmission		2		
4. 90% Design Plans, Specs and Estimate Sub.	8		24	
Total Hours	12	2	27	0
Loaded Hourly Rate (including PBO&H and Fee)	\$176.27	\$131.11	\$102.85	\$0.00
Fee	\$2,115.24	\$262.22	\$2,776.95	\$0.00
			\$ 5,154	
Direct Costs	Quantity	Unit	Rate	
Mileage	0	mile	\$0.67	\$0.00
Printing Full Size Paper Plans (24"x36")	0	Each		\$0.00
Permit Fees	1	LS		
Others (Shipping, Mailing)	1	LS		
Total Cost (Direct)				\$0.00
Total Cost - FT 90% Design & Cost Estimates				\$5,154.41

% Time Estimate				
Project - North StoneStreet Avenue Sidewalk Improvements, RFP No. 05-23				
Milestone & Task Activities	Floura Teeter (FT)			
	Landscape Architect	Arborist	Designer	Technician
	Megan M.	Gino P.	Maura R.	
E. 100% Plans, Specifications and Estimates (PS&E)				
1. Address Agencies Comments	1		1	
2. Address Construcatability Review Comments	1		1	
3. PS&E Submission	4		8	
F. Final Permit Secured				
G. Bid Package Approved				
H. Assist with Bidding Process and Evaluation of Bids	4			
Total Hours	10	0	10	0
Loaded Hourly Rate (including PBO&H and Fee)	\$176.27	\$131.11	\$102.85	\$0.00
Fee	\$1,762.70	\$0.00	\$1,028.50	\$0.00
			\$ 2,791	
Direct Costs	Quantity	Unit	Rate	
Mileage	0	mile	\$0.67	\$0.00
Printing Full Size Paper Plans (24"x36")	0	Each		\$0.00
Permit Fees	1	LS		
Others (Shipping, Mailing)	1	LS		
Total Cost (Direct)				\$0.00
Total Cost - FT 100% Plans, Specifications and Estimates (PS&E)				\$2,791.20

6. Standard Forms – Mead & Hunt

Bid/Proposal Affidavit

Authority: COMAR 21.05.08.07

A. Authority

I HEREBY AFFIRM THAT:

I (print name) Shashikant Patel possess the legal authority to make this Affidavit.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland.

“Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual’s refusal to submit to a genetic test or make available the results of a genetic test, disability, or any otherwise unlawful use of characteristics regarding the vendor’s, supplier’s, or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. Certification Regarding Minority Business Enterprises.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;

- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

B-2. Certification Regarding Veteran-Owned Small Business Enterprises.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, §14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)—(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in

violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

N/A

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections(1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
 - (a) §7201, Attempt to Evade or Defeat Tax;
 - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,

- (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,
 - (d) §7206, Fraud and False Statements, or
 - (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review;
- (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review; or
- (15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(14) of this regulation, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and

responsibilities with the business, and the status of any debarment):
N/A

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).
N/A

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
 - (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):
N/A
-
-

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended 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.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. CERTIFICATION OF TAX PAYMENT

FURTHER AFFIRM THAT: Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Maryland Department of Labor, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

- (1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:
 - (a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and
 - (b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.
- (2) The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:
N/A

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260, that apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.

N. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: 8/09/2024

By: Shashikant Patel
(print name of Authorized Representative and Affiant)

Shashikant B. Patel

(signature of Authorized Representative and Affiant)

Department of Transportation	
Administration State Highway	State Highway Administration
State Contract No.	BCS _____ -
Federal Aid Project	05-23, North Stonestreet Avenue Sidewalk Improvements
Route	North Stonestreet Avenue
State Maryland	Maryland

Certification for Federal – Aid Contracts

The Prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite of making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Date: 08/09/2024 _____

By: Shashikant Patel 
 Title: Department Manager
 For: Mead & Hunt, Inc.
 (Firm)

Department of Transportation
Administration State Highway State Highway Administration
State Contract No. BCS - -
Federal Aid Project 05-23, North Stonestreet Avenue Sidewalk Improvements
Route North Stonestreet Avenue
State Maryland Maryland

TRUTH-IN-NEGOTIATION CERTIFICATION

I hereby certify that I am the Department Manager (title) and duly authorized representative of the firm of Mead & Hunt, Inc., whose address is 7055 Samuel Morse Drive, Suite 100, Columbia, MD 21046.

In connection with the firm's technical and price proposal for the above mentioned contract, as submitted to the Maryland Department of Transportation, I hereby certify, to the best of my knowledge, information, and belief, that:

- a) the wage rates and other factual unit costs supporting the firm's compensation, as set forth in the proposal, are accurate, complete and current as of the time of the contracting;
- b) it is my understanding and the understanding of the firm I here represent that if any of the items of compensation under the above mentioned contract were increased due to the furnishing of inaccurate, incomplete or non-current wage rates or other units of costs, the Department is entitled to an adjustment in all appropriate items of compensation, including profit or fee, to exclude any significant sum by which the price was increased because of the defective data. It is also my understanding and that of the firm I represent that the Department's right of adjustment includes the right to a price adjustment for defects in cost or pricing data submitted by a prospective or actual subcontractor.
- c) it is my understanding and the understanding of the firm I here represent that if additions are made to the original price of the contract, such additions may be adjusted to exclude any significant sums where it is determined the price has been increased due to inaccurate, incomplete or non-current wage rates or other factual costs.

3/26/2024

(Date)

Shashikant B. Patel

Shashikant B. Patel (Mar 26, 2024 08:36 EDT)

(Signature)

Sworn to and subscribed before me

this 26 day of March, 2024

(Signature of Notary Public)

JoAnn K. Scheiner
Notary Public

Official seal
must be

My commission expires

August 01, 2027



MDOT DBE FORM C
FEDERALLY-FUNDED CONTRACTS
OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the offer/proposal submitted in response to Solicitation No. 05-23, I state the following:

1. Bidder/Offeror took the following efforts to identify subcontracting opportunities in these specific work categories:

Geotechnical engineering, topographic and boundary surveys, streetscape/landscape plan, |

2. Attached to this form are copies of written solicitations (with bidding/proposal instructions) used to solicit certified DBE firms for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to personally contact the solicited DBE firms:

Phone Call/Email

4. **Please Check One:**

☒ This project does not involve bonding requirements.

☐ Bidder/Offeror assisted DBE firms to fulfill or seek waiver of bonding requirements. (DESCRIBE EFFORTS)

5. **Please Check One:**

☒ Bidder/Offeror did attend the pre-bid/pre-proposal meeting/conference.

☐ No pre-bid/pre-proposal meeting/conference was held.

☐ Bidder/Offeror did not attend the pre-bid/pre-proposal meeting/conference.

Mead & Hunt, Inc.

Company Name

7055 Samuel Morse Drive, Su

Address

Columbia, MD 21046

City, State and Zip Code

Shashikant B. Patel

Shashikant B. Patel (Mar 29, 2024 11:53 EDT)

Signature of Representative

Shashikant Patel, Departmei

Printed Name and Title

3/29/2024

Date

610 Professional Drive, Suite 108
Gaithersburg, Maryland 20879
Ph: (301) 637.2510
Fax: (240) 252.5612



August 3, 2023

Shashikant (Shashi) Patel, PE, PTOE, DBIA
Department Manager
Mead & Hunt, Inc.
7055 Samuel Morse Drive, Suite 100
Columbia, MD 21046

Reference: Letter of Commitment- Professional Engineering Services North Stonestreet
Avenue Sidewalk Improvements (Transportation Alternatives Program)
RFP #05-23

Dear Mr. Patel:

CV, Inc (610 Professional Drive, Suite 108, Gaithersburg, MD 20879) is a certified DBE with the Maryland Department of Transportation (MDOT), certification number #11-367, is pleased to confirm our commitment to subcontract to Mead & Hunt, Inc. (Mead & Hunt) on the above referenced project. We expect to perform:

1. Topographic and Boundary Survey include utility test-holes (Section 2.1.1), and
2. Right-of-Way Establishment (Section 2.1.2.9)

We commit to delivering all work in accordance with City of Rockville criteria, policies, and standards. We will implement a formal quality control plan for our work. All work, including proposal support, financial information, administrative information, and project support, will be completed on schedule.

We will commit all staff and resources necessary to complete all project services assigned to us on time and within budget, to the satisfaction of Mead & Hunt, and to the satisfaction of the City of Rockville.

Please contact me at (301) 301) 637-2510 or CVyas@cvinc.com if you have any questions concerning this letter. We look forward to working with you on this project.

Sincerely,
CV, Inc.

Chinmay Vyas, PE, CFM, LEED®AP
President

August 3, 2023

Shashikant (Shashi) Patel, PE, PTOE, DBIA
Department Manager
Mead & Hunt, Inc.
7055 Samuel Morse Drive, Suite 100
Columbia, MD 21046

Reference: Letter of Commitment- Professional Engineering Services North Stonestreet Avenue Sidewalk Improvements (Transportation Alternatives Program), RFP #05-23

Dear Mr. Patel:

Floura Teeter Landscape Architects, Inc. (1001 N Charles St, Suite 500, Baltimore, MD 21201), a certified DBE with the Maryland Department of Transportation (MDOT), certification number #01-180, is pleased to confirm our commitment to subcontract to Mead & Hunt, Inc. (Mead & Hunt) on the above referenced project. We expect to perform NRI/FSD, streetscape/landscape plan, permitting, and renderings/exhibits for public meetings services.

We commit to delivering all work in accordance with City of Rockville criteria, policies, and standards. We will implement a formal quality control plan for our work. All work, including proposal support, financial information, administrative information, and project support, will be completed on schedule.

We will commit all staff and resources necessary to complete all project services assigned to us on time and within budget, to the satisfaction of Mead & Hunt, and to the satisfaction of the City of Rockville.

Please contact me at 410-528-8395 ext. 10 or jfloura@flourateeter.com if you have any questions concerning this letter. We look forward to working with you on this project.

Very truly yours,
Floura Teeter Landscape Architects



Joan A. Floura PLA, LEED AP
President

Contractor Cost Certification

Certification of Final Indirect Costs

Firm Name: Mead & Hunt, Inc.

Indirect Cost Rate Proposed: \$686,972.02

Date of Proposal Preparation (mm/dd/yyyy): 08/09/2024

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 09/01/2024 to 08/31/2024

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

- 1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.
- 2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

Signature: Shashi Patel 
Digitally signed by Shashi Patel
DN: CN=Shashi Patel
Reason: I have reviewed this document
Date: 2024.08.09 12:58:00-04'00'

Name of Certifying Official (Print): Shashikant B. Patel, PE

Title: Department Manager

Date of Certification (mm/dd/yyyy): 08/09/2024

Standard Forms – CV, Inc.

Department of Transportation	
Administration State Highway	State Highway Administration
State Contract No.	BCS ——— -
Federal Aid Project	05-23, North Stonestreet Avenue Sidewalk Improvements
Route	North Stonestreet Avenue
State Maryland	Maryland

TRUTH-IN-NEGOTIATION CERTIFICATION

I hereby certify that I am the President (title) and duly authorized representative of the firm of CV, Inc., whose address is 610 Professional Drive, Suite 108, Gaithersburg, MD 20879.

In connection with the firm's technical and price proposal for the above mentioned contract, as submitted to the Maryland Department of Transportation, I hereby certify, to the best of my knowledge, information, and belief, that:

- a) the wage rates and other factual unit costs supporting the firm's compensation, as set forth in the proposal, are accurate, complete and current as of the time of the contracting;
- b) it is my understanding and the understanding of the firm I here represent that if any of the items of compensation under the above mentioned contract were increased due to the furnishing of inaccurate, incomplete or non-current wage rates or other units of costs, the Department is entitled to an adjustment in all appropriate items of compensation, including profit or fee, to exclude any significant sum by which the price was increased because of the defective data. It is also my understanding and that of the firm I represent that the Department's right of adjustment includes the right to a price adjustment for defects in cost or pricing data submitted by a prospective or actual subcontractor.
- c) it is my understanding and the understanding of the firm I here represent that if additions are made to the original price of the contract, such additions may be adjusted to exclude any significant sums where it is determined the price has been increased due to inaccurate, incomplete or non-current wage rates or other factual costs.

03-29-2024

(Date)

[Signature]

(Signature)

Sworn to and subscribed before me

this 29th

day of March

2024

(Signature of Notary Public)

[Signature]

Notary Public

Anita R. Rappoport

01-27-2025

My commission expires

Official seal
must be
affixed



MDOT DBE FORM D

FEDERALLY-FUNDED CONTRACTS



DBE SUBCONTRACTOR PROJECT PARTICIPATION AFFIDAVIT

IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD OR THAT THE PROPOSAL IS NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD. SUBMIT ONE FORM FOR EACH CERTIFIED DBE FIRM LISTED IN THE DBE PARTICIPATION SCHEDULE. BIDDERS/ OFFERORS ARE HIGHLY ENCOURAGED TO SUBMIT FORM D PRIOR TO THE TEN (10) DAY DEADLINE.

Provided that Mead & Hunt, Inc. (Prime Contractor's Name) is awarded the Contract in conjunction with Solicitation No. 05-23, such Prime Contractor will enter into a subcontract with CV, Inc. (Subcontractor's Name) committing to participation by the DBE firm CV, Inc. (DBE Name) with MDOT Certification Number 11-367 (if subcontractor previously listed is also the DBE firm, please restate name and provide DBE Certification Number) which will receive at least \$184,490.00 (Total Subcontract Amount), which is _____% (Percent) of the Total Contract Value, for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES
541330	Engineering Services	Specifically: Civil Engineering Services
541360	Geophysical Surveying and Mapping	Geophysical Surveying and Mapping
541370	Surveying and Mapping (Except Geophysical Services)	Specifically: Aerial and Land Surveying

I solemnly affirm under the penalties of perjury that the information provided in this DBE Subcontractor Project Participation Affidavit is true to the best of my knowledge, information and belief. I acknowledge that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes.

PRIME CONTRACTOR Signature of Representative: <u></u> Printed Name and Title: <u>Shashi Patel, Manager</u> Firm's Name: <u>Mead & Hunt, Inc.</u> Federal Identification Number: <u>39-0793822</u> Address: <u>7055 Samuel Morse Drive</u> <u>Suite 100, Columbia, MD 21</u> Telephone: <u>443-741-3688</u> Date: <u>3/29/2024</u>	SUBCONTRACTOR (SECOND-TIER) Signature of Representative: <u></u> Printed Name and Title: <u>Chinmay Vyas, President</u> Firm's Name: <u>CV, Inc.</u> Federal Identification Number: <u>27-0951932</u> Address: <u>610 Professional Drive</u> <u>Suite 108</u> <u>Gaithersburg, MD 20879</u> Telephone: <u>(301) 637-2510</u> Date: <u>04-10-2024</u>	SUBCONTRACTOR (THIRD-TIER) Signature of Representative: _____ Printed Name and Title: _____ Firm's Name: _____ Federal Identification Number: _____ Address: _____ Telephone: _____ Date: _____
--	---	---

IF DBE FIRM IS A THIRD-TIER SUB CONTRACTOR, THIS FORM MUST ALSO BE EXECUTED BY THE SECOND-TIER SUBCONTRACTOR THAT HAS THE SUBCONTRACT AGREEMENT WITH THE DBE FIRM.

Contractor Cost Certification

Certification of Final Indirect Costs

Firm Name: CV, Inc.


Indirect Cost Rate Proposed: \$184,490.00

Date of Proposal Preparation (mm/dd/yyyy): 04/10/2024

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 09/01/2024 to 08/31/2025

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

- 1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.
- 2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

Signature: 

Name of Certifying Official (Print): Chinmay Vyas

Title: President

Date of Certification (mm/dd/yyyy): 04-10-2024

Standard Forms – Floura teeter

Department of Transportation
Administration State Highway State Highway Administration
State Contract No. BCS - -
Federal Aid Project 05-23, North Stonestreet Avenue Sidewalk Improvements
Route North Stonestreet Avenue
State Maryland Maryland

TRUTH-IN-NEGOTIATION CERTIFICATION

I hereby certify that I am the President (title) and duly authorized representative of the firm of Flaura Teeter Landscape Architects, whose address is 1001 N. Charles St., Ste 500, Baltimore MD 21201

In connection with the firm's technical and price proposal for the above mentioned contract, as submitted to the Maryland Department of Transportation, I hereby certify, to the best of my knowledge, information, and belief, that:

- a) the wage rates and other factual unit costs supporting the firm's compensation, as set forth in the proposal, are accurate, complete and current as of the time of the contracting;
- b) it is my understanding and the understanding of the firm I here represent that if any of the items of compensation under the above mentioned contract were increased due to the furnishing of inaccurate, incomplete or non-current wage rates or other units of costs, the Department is entitled to an adjustment in all appropriate items of compensation, including profit or fee, to exclude any significant sum by which the price was increased because of the defective data. It is also my understanding and that of the firm I represent that the Department's right of adjustment includes the right to a price adjustment for defects in cost or pricing data submitted by a prospective or actual subcontractor.
- c) it is my understanding and the understanding of the firm I here represent that if additions are made to the original price of the contract, such additions may be adjusted to exclude any significant sums where it is determined the price has been increased due to inaccurate, incomplete or non-current wage rates or other factual costs.

4-1-24

(Date)

[Signature]

(Signature)

Sworn to and subscribed before me

this 1st day of April, 20 24

(Signature of Notary Public)

[Signature]
Notary Public

My commission expires

4/26/26

Official seal
must be
affixed



MDOT DBE FORM D

FEDERALLY-FUNDED CONTRACTS

DBE SUBCONTRACTOR PROJECT PARTICIPATION AFFIDAVIT

IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD OR THAT THE PROPOSAL IS NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD. SUBMIT ONE FORM FOR EACH CERTIFIED DBE FIRM LISTED IN THE DBE PARTICIPATION SCHEDULE. BIDDERS/ OFFERORS ARE HIGHLY ENCOURAGED TO SUBMIT FORM D PRIOR TO THE TEN (10) DAY DEADLINE.

Provided that Mead & Hunt, Inc. (Prime Contractor's Name) is awarded the Contract in conjunction with Solicitation No. 05-23, such Prime Contractor will enter into a subcontract with Floura Teeter La (Subcontractor's Name) committing to participation by the DBE firm Floura Teeter La (DBE Name) with MDOT Certification Number 01-180 (if subcontractor previously listed is also the DBE firm, please restate name and provide DBE Certification Number) which will receive at least \$26,392.02 (Total Subcontract Amount), which is _____% (Percent) of the Total Contract Value, for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES
541320		Landscape Architecture and Related Services

I solemnly affirm under the penalties of perjury that the information provided in this DBE Subcontractor Project Participation Affidavit is true to the best of my knowledge, information and belief. I acknowledge that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes.

PRIME CONTRACTOR Signature of Representative: <u>[Signature]</u> Printed Name and Title: <u>Shashi Patel, Manager</u> Firm's Name: <u>Mead & Hunt, Inc.</u> Federal Identification Number: <u>39-0793822</u> Address: <u>7055 Samuel Morse Dr</u> <u>Suite 100, Columbia, MD 21</u> Telephone: <u>443-741-3688</u> Date: <u>3/29/2024</u>	SUBCONTRACTOR (SECOND-TIER) Signature of Representative: <u>[Signature]</u> Printed Name and Title: <u>Joan Floura</u> Firm's Name: <u>Floura Teeter La</u> Federal Identification Number: <u>52-2256073</u> Address: <u>1001 N Charles St</u> <u>Suite 500, Baltimore, MD 21</u> Telephone: <u>410-528-8395</u> Date: <u>4/9/2024</u>	SUBCONTRACTOR (THIRD-TIER) Signature of Representative: _____ Printed Name and Title: _____ Firm's Name: _____ Federal Identification Number: _____ Address: _____ Telephone: _____ Date: _____
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IF DBE FIRM IS A THIRD-TIER SUB CONTRACTOR, THIS FORM MUST ALSO BE EXECUTED BY THE SECOND-TIER SUBCONTRACTOR THAT HAS THE SUBCONTRACT AGREEMENT WITH THE DBE FIRM.

Contractor Cost Certification

Certification of Final Indirect Costs

Firm Name: Floura Teeter Landscape Architects

Indirect Cost Rate Proposed: \$26,392.02

Date of Proposal Preparation (mm/dd/yyyy): 04/10/2024

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 09/01/2024 to 08/31/2025

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

- 1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.
- 2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

Signature: 

Name of Certifying Official (Print): Joan Floura

Title: President

Date of Certification (mm/dd/yyyy): 04/10/2024