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**ROCKVILLE, MARYLAND  
CONSTRUCTION CONTRACT**

**CONSTRUCTION, REPAIR, AND MAINTENANCE OF VARIOUS TYPES OF BRICK  
SIDEWALKS AND ROADWAYS**

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This **CONSTRUCTION CONTRACT** (this “**Construction Contract**”) is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 2026 (the “**Effective Date**”) by and between **THE MAYOR AND COUNCIL OF ROCKVILLE**, a Maryland municipal corporation and body corporate, acting by and through its City Manager (the “**Mayor and Council**” or “**City**”), and **A. J. ROMANO CONSTRUCTION INC.**, a Maryland corporation (the “**Contractor**”). Individually, the Mayor and Council and the Contractor may each be referred to hereinafter as the “**Party**,” or collectively as the “**Parties**.”

**RECITALS**

- A. WHEREAS**, the Mayor and Council is a municipal corporation duly organized and existing under the laws of the State of Maryland with the power to carry on its business as it is now being conducted under the laws of the State of Maryland and the Rockville City Charter; and
- B. WHEREAS**, the Contractor is a corporation duly organized and in good standing in the state of Maryland, authorized to conduct business in the State of Maryland, and has the background, knowledge, experience and expertise to perform the obligations set forth in this Construction Contract; and
- C. WHEREAS**, the Mayor and Council desires to procure, on behalf of the Department of Public Works, labor, materials, equipment, tools, and services for construction, repair, and maintenance of various types of brick sidewalks and roadways on a pre-scheduled basis and as needs arise as it serves the best interest of the City; and
- D. WHEREAS**, in accordance with the City of Rockville Procurement Ordinance, on January 26, 2026 , the Department of Procurement issued IFB #16-26 for construction, repair, and maintenance of concrete and brick infrastructure and associated improvements, which work was divided into two groups: Group I, focused on concrete infrastructure, and Group II, focused on brick sidewalks and roadways; and
- E. WHEREAS**, in accordance with the Procurement Ordinance, on February 25, 2026 , the Department of Procurement opened and recorded the sealed bids submitted in response to IFB #16-26, including the bid submitted by Contractor, and on February 25, 2026 , in accordance with the Procurement Ordinance, the Department of Procurement determined Contractor to be among the two lowest responsive and responsible bidders; and
- F. WHEREAS**, on May 1, 2026, the Department of Procurement issued a notice to all responsive bidders that the General Conditions and Instructions to Bidders (Non-Construction-3/2/2022) in IFB #16-26 would be replaced by the City’s General Conditions and Instructions to Bidders (Construction 3/2022); and
- G. WHEREAS**, by e-mail dated May 6, 2026, Contractor accepted the substitution of the General Conditions and Instructions to Bidders (Construction 3/2022); and
- H. WHEREAS**, on [REDACTED], 2026, in accordance with Section 17-39(a) of the Procurement Ordinance, the Mayor and Council authorized the expenditure of a total amount not to exceed

\$1,000,000.00 for work to be performed under IFB 16-26, Group II, such amount to be allocated between Contractor and a second contractor; and

- I. **WHEREAS**, on [REDACTED], 2026, in accordance with Section 17-39(a) of the Procurement Ordinance, the Mayor and Council awarded this Construction Contract to the Contractor for the provision of certain construction and other services as identified in the Contract Documents pursuant to the following terms and conditions, and authorized the City Manager to execute this Construction Contract on its behalf, subject to approval as to legal form by the City Attorney.

**NOW, THEREFORE, IN CONSIDERATION** of the foregoing and the covenants, warranties and agreements of the Parties hereto, as are hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each Party hereto, the Parties hereby agree as follows:

## **ARTICLE I INCORPORATION OF RECITALS; DEFINITIONS**

**Section 1.01. Incorporation of Recitals.** The foregoing recitals above and documents referenced herein are an integral part of this Construction Contract and set forth the intentions of the Parties and the premises on which the Parties have decided to enter into this Construction Contract. Accordingly, the foregoing recitals are fully incorporated into this Construction Contract by this reference as if fully set forth herein. In the event of any conflict between this Construction Contract and any documents referenced herein, the terms of this Construction Contract shall govern and control.

**Section 1.02. Definitions.** In addition to other terms defined herein, each of the following terms shall have the meaning assigned to it, such definitions to be applicable equally to the singular and the plural forms of such terms and to all genders:

***“Applicable Code Requirements”*** means all federal, State of Maryland, Montgomery County and City of Rockville laws, statutes, building codes, ordinances and regulations of governmental authorities having jurisdiction over a Project, Work, Site, Contractor or City.

***“Applications for Payment”*** means detailed applications for payment submitted on a standard form such as the AIA G702 form, as required by Paragraph 75 of the General Conditions and Instructions to Bidders (Construction 3/2022). Applications for Payment shall not include payment for equipment or materials delivered to a Site but not installed or for materials or equipment properly stored off-site unless specifically approved by the Project Administrator. If such approval is granted, the Contractor must submit with the Application for Payment, bills of sale or other such documentation satisfactory to the City to establish the City’s title to such materials or equipment or otherwise to protect the City’s interest, including applicable insurance and transportation to a Site for materials and equipment stored off site. Such approvals are typically reserved for “big ticket” items that individually would exceed five percent (5%) of the bid total.

***“Chief of Construction Management”*** means the person designated as the Chief of Construction Management by the Director of the City’s Department of Public Works.

***“City of Rockville Change Order”*** means a duly authorized instrument issued by the Purchasing Agent or her authorized designee in accordance with the Procurement Ordinance which operates to amend the scope of Work, and which may also amend the Contract Sum or the Contract Time.

**“Contract Documents”** means and consists of the following documents, which are on file with the City Department of Procurement and are hereby incorporated into this Construction Contract as though fully restated by reference:

1. City of Rockville Change Order
2. Construction Contract
3. IFB #16-26 – Addendum #1
4. IFB #16-26 – Drawings
5. IFB #16-26 – Special Provisions
6. IFB #16-26 – Technical Specifications/Scope of Work
7. Task Order
8. General Conditions and Instructions to Bidders (Construction 3/2022)
9. IFB #16-26 – Appendices, Announcement, Description and General Information
10. Contractor Bid
11. Performance, Payment and Warranty Bonds

For purposes of construing, interpreting and resolving inconsistencies between and among the provisions of this Construction Contract, the Contract Documents shall have the order of precedence as set forth above. If a claimed inconsistency cannot be resolved through the order of precedence, the City Manager shall have the sole power to decide which document or provision shall govern as may be in the best interests of the City.

**“Contractor”** means A. J. Romano Construction Inc., a corporation in good standing organized under the laws of Maryland.

**“Contract Sum”** means the total amount of compensation provided for in Article III that is payable to the Contractor for the performance of the Work in accordance with the Contract Documents, including adjustments made by a City of Rockville Change Order.

**“Contract Time”** means the total number of days set forth in this Construction Contract or an associated Task Order within which Final Completion of the Work must be achieved by Contractor, including any adjustments of time (increases or decreases) made by a City of Rockville Change Order.

**“Day”** whether capitalized or not, unless otherwise specifically provided, means calendar day, including weekends and legal holidays.

**“Delay”** means, whether capitalized or not, any circumstances involving disruption, hindrance, or interference in the performance of the Work within the Contract Time.

**“Department of Procurement”** means the City’s Department of Procurement.

**“Department of Public Works”** means the City’s Department of Public Works.

**“Extra Work”** means additional Work or costs due to a change in the Work that is not described in or reasonably inferable from the Contract Documents which may be the basis for an adjustment of the Contract Sum under the terms of the Contract Documents. Extra Work shall not include additional Work or costs arising from Contractor’s failure to perform any of its duties or obligations under the Contract Documents.

**“Final Completion”** means the final and full completion of all Work required by the Contract Documents pursuant to a Task Order, including all punch list items and submission of all Record Documents, to the satisfaction of the City Manager or his written designee, pursuant to Article II.

**“IFB #16-26”** means the Invitation for Bids #16-26 issued by the Department of Procurement on January 26, 2026.

**“Losses”** means the losses or costs that directly results from a breach of this Construction Contract.

**“Procurement Ordinance”** means Chapter 17 of the Rockville City Code, as amended.

**“Project”** means the cumulative Work described in a Task Order at the rates represented on the Contractor’s Bid.

**“Project Administrator”** means the Project Administrator identified in Section 2.02 of this Construction Contract, or such other City staff person as may be designated by the Director of the City’s Department of Public Works to supervise a Project.

**“Purchasing Agent”** means the person designated as purchasing agent pursuant to the Procurement Ordinance.

**“Record Documents”** means the warranties, guarantees and other documents required to be submitted by Contractor as a condition of Final Compensation.

**“Site”** means the physical site or sites identified in a Task Order where a Project is to be constructed, including all adjacent areas for staging, storage, parking and temporary offices.

**“Substantial Completion”** means a Project has been substantially completed to permit utilization of the Project, or a substantial portion thereof, by the City for the Project’s intended purpose, pursuant to Paragraph 80 of the General Conditions and Instructions to Bidders (Construction 3/2022).

**“Task Order”** means a written notice provided by the City to the Contractor of work to be completed in accordance with Construction Contract terms. The Task Order will describe the project, specify the date, time, and location of the preconstruction meeting, establish the construction schedule (start and end), include a set of construction drawings and provide the name of the approved material supplier, if applicable.

**“Work”** means all labor, materials, equipment, services, permits, fees, licenses and taxes, and all other things necessary for the Contractor to perform its obligations and complete a Project under Group II of IFB #16-26, including without limitation, any changes or additions requested by the City, in accordance with the Contract Documents and all Applicable Code Requirements.

**“Working Day”** means any calendar day other than Saturday, Sunday, or the following holidays as observed by the City of Rockville: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Thanksgiving Friday, Christmas Day, and all days of general and congressional elections throughout the State of Maryland.

**Section 1.03. General.** Any other capitalized term to which a meaning is expressly given in this Construction Contract shall have the meaning assigned to it, such definitions to be applicable equally to the singular and the plural forms of such terms and to all genders. The defined terms used in the preamble and recitals of this Construction Contract have been included for convenience of reference only, and the meaning, construction and interpretation of all defined terms shall be determined by reference to this Article I notwithstanding any contrary definition in the preamble or recitals hereof. The titles and headings of the sections of this Construction Contract have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in construing this Construction Contract or any provision hereof or in ascertaining intent, if any question of intent shall arise.

*End of Article I*

**ARTICLE II**  
**TERM, PERFORMANCE OF WORK AND COMPLETION OF PROJECT**

**Section 2.01. Contract Term.** The term of this Construction Contract shall begin on the Effective Date and shall expire on January 1, 2027. The City reserves the right to extend this Construction Contract for a period of up to twelve (12) additional months and to renew the Contract for up to four (4) additional one (1) year periods, by notifying Contractor of such extension or renewal and confirmation of pricing in writing at least 60 days before the end of the term of this Contract and subject to Mayor and Council appropriation of adequate funds.

**Section 2.02. Project Administrators.** The following staff member of the Public Works Department is the City's designated "**Project Administrator**":

Dan Stevens – Chief of Construction Management  
Department of Public Works  
850 Avery Road  
Rockville, MD 20851  
Telephone 240-314-8552  
Email: dstevens@rockvillemd.gov

It shall be the Contractor's responsibility to ensure that the applicable Project Administrator is kept informed on the progress of a Project described in a Task Order submitted by that Project Administrator. The City Manager or designee may modify the designated Project Administrators by notifying the Contractor in writing of any such modification.

**Section 2.03. Work.** Contractor herein is among a call list of contractors to perform Work as needed at agreed prices. There is no guarantee of Work under this Contract. The City has elected not to designate a primary Contractor and reserves the right to schedule Work with any or all of selected Contractors at the sole discretion of the City as it serves the best interest of the City. Just as there is no guarantee of Work, Contractor is not required to accept a Task Order. Contractor may decline a Task Order without risk of being removed from the call list.

**Section 2.04. Performance of Work.** The Contractor agrees to perform all Work required for Final Completion of a Project, as specified in the Contract Documents and any associated Task Order. The Contractor shall provide, furnish, and supply all things necessary and incidental for the timely performance of the Work, including, but not limited to, provision of all necessary labor, materials, equipment, transportation, and utilities, unless otherwise specified in the Contract Documents. Contractor also agrees to use its best efforts to complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.

**Section 2.05. Progress and Completion.**

(a) **Time is of the Essence.** Time is of the essence with respect to all time limits set forth in the Contract Documents.

(b) **Work Schedule.** Contractor agrees to provide Work under the Contract on an as-needed basis. The City shall request performance of Work under this Contract by submitting to Contractor a Task Order, which may be transmitted by e-mail. Contractor must acknowledge receipt of the Task Order in writing within two (2) Working Days of the City's transmittal and must request any clarifications or modifications to the Work request within five (5) Working Days of the City's transmittal. Within ten (10)

Working Days of the City's transmittal of the Task Order, Contractor shall commence the Work as stipulated by the Task Order, unless the Project Manager agrees to accept a subsequent modification.

- (i) Any work performed outside the scope of a work request is at the Contractor's risk and faces the probability of delayed or denied payment.
- (ii) Any agreements or stipulations in a request for services or response that are contrary to the terms of this Agreement shall be void unless the Parties have expressly agreed in writing that such agreement shall supersede the terms of this Agreement.

(c) Work Progress.

- (i) Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the Contract Time.
- (ii) If City determines and notifies Contractor that Contractor's progress is such that Contractor will not complete the Work within the Contract Time, Contractor shall, immediately and at no additional cost to City, take all measures necessary, including working such overtime and additional shifts (other than the City's permitted construction work hours of 7:00 AM to 5:00 PM, Monday through Friday), to ensure that the Work is Substantially Completed within the Contract Time. Upon receipt of such notice from City, Contractor shall immediately respond in writing setting forth a detailed plan for accelerating the Work in a manner acceptable to City. Contractor shall not be entitled to any reimbursement or payment of costs, expenses or damages incurred as a result of an acceleration of the Work. City may also take all necessary measures to prevent the need for subsequent accelerations of the Work. Contractor shall reimburse City, or City may withhold from payment due to Contractor, sums expended by City to perform such measures.
- (iii) During unfavorable weather, wet ground or other unsuitable construction conditions, Contractor shall confine the operations to Work that will not be affected adversely by such conditions. No portion of the Work shall be constructed under conditions which would affect adversely the quality thereof, unless special means or precautions are taken by Contractor to perform the Work in a proper and satisfactory manner.

(d) Delay.

(i) If the Contractor is delayed in the Work by any act of neglect of the City or by a separate contractor employed by the City, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by the City, the City shall review the cause of such delay and shall make an extension of time if warranted. All claims for extensions must be made by written notice sent to the Project Administrator within ten (10) Days after the date when the alleged cause for the extension of time occurred. All such claims shall state specifically the amount of time of the delay the Contractor believes to have suffered. If the Project Administrator does not receive such written notice within the prescribed time,

the claim for extension of time shall be forfeited and invalidated. No extension of time shall be deemed granted unless the Project Administrator expressly grants an extension of time by written notice to the Contractor.

(ii) By executing this Construction Contract, the Contractor expressly waives any claim for extra monetary compensation for delays, whether ordered by the City or not, caused by delays in funding, governmental approvals, private or public companies' actions, inclement weather, site conditions, or from any cause whatsoever. The Contractor shall adjust its operation to continue the work at other locations under this Construction Contract, if available, and as directed by the City. If it is necessary to discontinue the work temporarily, the Contractor shall resume work within 48 hours of notice from the City. The City may adjust the completion date to compensate for the lost day(s) on a day-for-day basis, if the City finds that the Contractor could not make up for such lost day(s) by reallocating its forces or rescheduling the work, up to the time remaining on the original schedule at the time of shutdown.

(e) Change Orders.

(i) The City, without invalidating the contract, may issue written City of Rockville Change Orders pursuant to Section 17-40 of the Procurement Ordinance. All such changes, or additional work must be authorized in writing by the Purchasing Agent or authorized designee prior to starting such work. Costs shall be limited to the cost of materials, labor, field supervision and field office personnel directly involved in and attributed to the change. All costs and/or credits to the City for a change in the work shall be determined by the unit price bid or by mutual agreement.

(ii) The Contractor shall do all work that may be required to complete the work contemplated by a City of Rockville Change Order at the unit prices bid or at a lump sum price to be mutually agreed upon.

(iii) The Contractor shall perform Extra Work, for which there is no quantity or price included in the Contract, whenever it is deemed necessary or desirable, to complete fully the Work as modified by a City of Rockville Change Order, and such work shall be done in accordance with the specifications therefore, or in the best workmanlike manner as directed. Where such a price or sum cannot be agreed upon by both parties, or where this method of payment is impracticable, the Project Administrator may order the Contractor to do such work on a force account basis pursuant to Paragraph 73 of the General Conditions and Instructions to Bidders (Construction 3/2022).

(iv) The Contractor may submit a written request for a City of Rockville Change Order to the Project Administrator in the event the Contractor believes a City of Rockville Change Order is warranted or desirable. The City is under no obligation to issue or respond to a requested City of Rockville Change Order.

(f) Liquidated Damages. If the Contractor fails to achieve to meet the assigned start or completion date of a Task Order, the Mayor and Council may assess liquidated damages on a daily basis for each day of unexcused delay in achieving completion of the work in the task order, based on the amount of four hundred dollars (\$400) per Day, not including Sundays, or as otherwise specified in IFB #16-26. Liquidated damages may also be separately assessed for failure to meet milestones specified elsewhere in the Contract Documents, regardless of impact on the time for achieving Final Completion. The assessment of liquidated damages is not a penalty but considered to be a reasonable estimate of the amount of damages the Mayor and Council will suffer by delay in completion of the Work. The Mayor and Council is entitled

to setoff the amount of liquidated damages assessed against any payments otherwise due to the Contractor, including, but not limited to, setoff against release of retention. If the total amount of liquidated damages assessed exceeds the amount of unreleased retention, the Mayor and Council is entitled to recover the balance from the Contractor or its sureties. Occupancy or use of a Project in whole or in part prior to Final Completion shall not operate as a waiver of City's right to assess liquidated damages.

(g) Special Damages.

(i) The Contractor shall reimburse the Mayor and Council, upon demand, for (1) any and all fines and penalties imposed on the Mayor and Council in connection with the Contractor's failure to attain Substantial Completion, Final Completion, or any other date for performance according to the Contract Time, and (2) any and all costs and expenses, including reasonable attorneys' fees, incurred by the Mayor and Council for engineering, construction observation, inspection, administrative services, or any other work or services needed or otherwise utilized or obtained after the time specified for performance.

(ii) After the Contractor achieves Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete any component of the remaining Work within the Contract Time, the Contractor shall reimburse the Mayor and Council for any and all costs and expenses, including reasonable attorneys' fees, incurred by the Mayor and Council for engineering, construction observation, inspection, administrative services, or any other work or services needed or otherwise utilized or obtained after the time specified for Work to be completed and ready for final payment.

(iii) The special damages imposed in this Section are supplemental to any liquidated damages for delayed completion established in the Construction Contract.

(iv) The Mayor and Council may, but in no event be obligated to, complete all or any portion of the Work not timely performed in full by the Contractor, on behalf of the Contractor and at the Contractor's sole cost and expense. The Contractor shall, on demand, reimburse the Mayor and Council the positive difference, if any, between (i) all costs and expenses incurred by the Mayor and Council in connection with so performing on behalf of Contractor, including reasonable attorneys' fees, and (ii) the Contract Sum.

(h) Other Remedies. The Mayor and Council is entitled to any and all available legal and equitable remedies the Mayor and Council may have where the Mayor and Council's damages are caused by any reason other than the Contractor's failure to achieve Substantial Completion or Final Completion of the entire Work within the Contract Time.

***End of Article II***

**ARTICLE III  
COMPENSATION AND PAYMENT**

**Section 3.01. Contract Sum.**

(a) The Contractor shall be compensated for Final Completion of all Projects in compliance with the Contract Documents, and subject to Section 2.03, an amount not-to-exceed **Five Hundred Thousand Dollars (\$500,000.00)** in accordance with the unit costs in the Bid Pricing Form (reproduced and attached as **Exhibit A**). Subject to the terms of this Construction Contract, any Work performed or expenses incurred for which payment would result in a total exceeding the Contract Sum shall be at no cost to the Mayor and Council.

(b) The Mayor and Council appropriates funds on a fiscal year basis; the City’s fiscal year runs from July 1 through June 30. Funds have been appropriated for the first year of this Construction Contract through the end of the fiscal year, June 30, 2026. All payments made under this Construction Contract after June 30, 2026, are contingent upon appropriation and encumbrance of funds. If the Mayor and Council fails to approve an appropriation to fund this Construction Contract for a subsequent fiscal year, the Mayor and Council may terminate this Construction Contract without further cost to the City by providing notice of such termination in writing to Contractor within thirty (30) days of the first day of that subsequent fiscal year.

**Section 3.02. Payment Procedures.**

(a) Applications for Payment.

(i) The Contractor shall submit to the Project Administrator an Application for Payment for all Work performed, including tasks and deliverables completed, and expenses incurred during the preceding month. The Application for Payment must be accompanied by supporting data and documents substantiating the Contractor’s right to payment and reflecting a five percent (5%) retainage, where retainage is required by the Chief of Construction Management.

(ii) The Project Administrator will independently review the Applications for Payment submitted by the Contractor to determine whether the Work performed and expenses incurred are in compliance with the provisions of the Contract Documents. Except as to any charges for Work performed or expenses incurred by the Contractor which are disputed by the City, the City will use its best efforts to cause the Contractor to be paid within thirty (30) days of receipt the Contractor’s correct and undisputed Application for Payment. In the event any charges or expenses are disputed by the City, the original Application for Payment shall be returned by the City to the Contractor for correction and resubmission.

(iii) The Contractor shall submit a detailed invoice for payment at the end of each month for all work completed and accepted by the City during that month as follows:

Dan Stevens – Chief of Construction Management  
Department of Public Works  
850 Avery Road  
Rockville, MD 20851  
Telephone 240-314-8552  
Email: dstevens@rockvillemd.gov

No retainage will be withheld from monthly payments unless deemed necessary by the Chief of Construction Management. Should the Contractor fail to keep up with clean-up and restoration work, if

deemed necessary by the Chief of Construction Management, 5 percent (5%) of each monthly payment will be withheld until the Contractor shows progress in keeping up with restoration and clean-up work.

(iv) *Electronic Payment Option.* The City's Vendor ACH Payment Program allows payments to be deposited directly into a designated financial institution account. Funds will be deposited into the account identified automatically and on time. There is no additional cost to participate. All transactions are conducted in a secure environment.

(v) *Payment to Subcontractor.*

A. Within seven (7) days after receipt of amounts paid by the City for work performed by a subcontractor under this Construction Contract, the Contractor shall either: (A) pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under this Construction Contract; or (B) notify the City and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment and the reason for non-payment. In no event shall the City be liable for the Contractor's failure to pay a subcontractor. It is the Contractor's responsibility to ensure that no lien for work performed by the Contractor or subcontractor is placed on the City.

B. The Mayor and Council may make or withhold progress payments pursuant to Paragraph 75 of the General Conditions and Instructions to Bidders (Construction 3/2022), or as otherwise provided in IFB #16-26, excluding Section II: General Conditions and Instructions to Bidders (Non-Construction – 3/2022).

C. The Contractor shall promptly pay each subcontractor and supplier for work completed upon receipt of payment from the City the amount to which said subcontractor is entitled, reflecting any percentage retained from payments to the Contractor on account of each subcontractor's work. The Contractor shall, by an appropriate agreement with each subcontractor, require each subcontractor to make prompt payments to his subcontractors in a similar manner. The City shall be under no obligation to pay or to see to the payment of any moneys to any subcontractor except as may otherwise be required by law.

(b) Final Payment.

(i) Upon reaching Substantial Completion for each Projects pursuant to the terms of a Task Order, the Contractor may submit a final Application for Final Payment pursuant to Paragraph 76 of the General Conditions and Instructions to Bidders (Construction 3/2022).

(ii) No retainage will be withheld from payment unless deemed necessary by the Chief of Construction Management.

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

(iv) Neither the final payment nor the remaining retainage shall become due until the Contractor submits to the Project Administrator:

A. An affidavit that all payrolls, bills for materials and equipment and other indebtedness connected with the work for which the City or his property might in any way be responsible, have been paid;

B. Consent of surety to final payment;

C. If requested, data establishing payment or satisfaction of obligations, such as receipt, release and waivers of liens arising out of the Contract; and

D. All punch list items are completed to the satisfaction of the Project Administrator.

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

(vi) All guarantees and warranties required by this Construction Contract shall be furnished by the Contractor and shall be delivered to the Project Administrator before final payment is made.

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

(c) Release of Retainage. Upon the expiration of one hundred and twenty (120) Days succeeding the date of the City's acceptance of the Work and subject to the conditions for release of retainage in Paragraph 76 of the General Conditions and Instructions to Bidders (Construction 3/2022), the City will pay to the Contractor all sums reserved or retained, less such amount as it may be empowered under the provisions of the Contract to retain.

**Section 3.03. Waiver.** Payment to the Contractor for Work performed and expenses incurred for pursuant to this Construction Contract shall not be deemed to waive defects in the Work performed by the Contractor.

**Section 3.04. Errors and Omissions.** The Contractor is solely responsible for costs, including, but not limited to, increases in the cost of performing the Work, arising from or caused by the Contractor's errors and omissions, as applicable, including, but not limited to, the costs of corrections of such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

*End of Article III*

**ARTICLE IV.  
CONTRACTOR COVENANTS AND OBLIGATIONS**

**Section 4.01. Contractor Qualifications.** The Contractor covenants that it, its employees, agents and subcontractors, if any, have and shall maintain during the term of this Construction Contract all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Work.

**Section 4.02. Standard of Care.** The Contractor covenants that the Work shall be performed by qualified, experienced and well-supervised personnel. All services performed in connection with this Construction Contract shall be performed in a manner consistent with the standard of care under Maryland law applicable to those who specialize in providing such services for projects of the type, scope, and complexity of the Projects.

**Section 4.03. Compliance with Law.** The Contractor covenants that it shall keep itself informed concerning and shall perform all Work in accordance with all ordinances, resolutions, rules, and regulations of the City and any applicable Federal, State of Maryland or Montgomery County, Maryland laws and regulations in effect at the time the Work is performed.

**Section 4.04. Licenses, Permits, Fees and Assessments.** The Contractor covenants that it shall obtain at its sole cost and expense such licenses, permits and approvals that are identified in a Task Order as the Contractor's responsibility. The Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the Work required under the Contract Documents, and shall indemnify, defend and hold harmless the City, its officers, employees or agents of the City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against the City.

**Section 4.05. Conflict of Interest.** The Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which would in any way hinder the Contractor's performance of Work. The Contractor further covenants that in the performance of the Work, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. The Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the City in the performance of this Construction Contract. The Contractor further covenants that, in the performance of this Construction Contract, it will not employ subcontractors or other persons or parties having such an interest. The Contractor certifies that no person who has or will have any financial interest under this Construction Contract is a member, officer or employee of the City; this provision will be interpreted in accordance with the applicable provisions of the Rockville City Code, as amended from time to time. The Contractor agrees to notify the City Manager or designee if any conflict arises.

**Section 4.06. Compliance with ADA.** The Contractor covenants and agrees that pursuant to the Americans with Disabilities Act of 1990, as amended (the "ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor or subcontractor, are required to be accessible to the disabled public. The Contractor will perform the Work specified in this Construction Contract in a manner that complies with the ADA and any other applicable federal, state and local disability rights laws and regulations, as amended from time to time. The Contractor will not discriminate against persons with disabilities in the performance of the Work, benefits or activities provided under the Contract Documents.

**Section 4.07. Design Errors or Omissions.** The Contractor acknowledges that prior to executing this Construction Contract, the Contractor reviewed the drawings, specifications and other Contract Documents and have notified the City of any errors, omissions, or discrepancies in the documents of which it was aware. Contractor shall not make or be entitled to any claim for any adjustment to the Contract Time or the Contract Sum for errors or omissions in the Construction Documents that Contractor discovered or, in the exercise of its standard of care as a contractor and not as a design professional, should reasonably have discovered using ordinary diligence, and did not bring to the attention of the City in a timely manner.

**Section 4.08. Differing Site Conditions.**

(a) The Contractor shall promptly, and before such conditions are disturbed, give a written notice to the Project Administrator of (1) subsurface or latent physical conditions at a Site which differ materially from those indicated in this Construction Contract, or (2) unknown physical conditions at a Site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this Construction Contract.

(b) The Project Administrator shall investigate a Site's conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this Construction Contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this Construction Contract and the Construction Contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the Construction Contract under this clause shall be allowed, unless the Contractor has given the written notice required; *provided*, that the time prescribed in (a) above for giving written notice may be extended by the Project Administrator.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this Construction Contract.

***End of Article IV***

**ARTICLE V.**  
**RECORDS, REPORTS, AUDIT, AND RELEASE OF INFORMATION**

**Section 5.01. Records.** The Contractor shall keep and require its subcontractors, if any, to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, records, reports, studies, documents or other information relating to the disbursements charged to City and Work performed hereunder (the “**Books and Records**”), as shall be necessary to enable the Project Administrator to evaluate the performance of the Work. All such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The City Manager and his designee shall have full and free access to such Books and Records at all times during normal business hours of the City of Rockville, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of five (5) years following Final Completion of a Project, and the City shall have access to such records in the event any audit is required. In the event of dissolution of the Contractor’s business, custody of the Books and Records shall be given to City, and access may be provided by the Contractor’s successor in interest.

**Section 5.02. Reports.** The Contractor shall periodically prepare and submit to the Project Administrator such reports concerning the Work as the Project Administrator shall require. The Contractor hereby acknowledges that the Final Completion of all Projects is a priority for the City. For this reason, the Contractor agrees that if the Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Work, the Contractor shall promptly notify the Project Administrator of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

**Section 5.03. Right to Audit.** The City retains the right to review and audit, and the reasonable right of access to the Contractor's and any subcontractor's premises, to review and audit the Contractor 's or subcontractor's compliance with the provisions of the Contract Documents (the “**City's Audit Right**”). The City's Audit Right includes the right to inspect, photocopy, and retain copies of the Books and Records, outside of the Contractor 's premises if deemed necessary by the City in its sole discretion. The City shall keep these Books and Records confidential to the extent permitted by law.

**Section 5.04. Confidentiality and Release of Information.**

(a) All information gained or work product produced by the Contractor in performance the Work shall be considered confidential, unless such information is in the public domain or already known to the Contractor. The Contractor shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the City Manager.

(b) The Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under the Contract Documents. Response to a subpoena or court order shall not be considered "voluntary" provided the Contractor gives City notice of such court order or subpoena.

(c) If the Contractor, or any officer, employee, agent or subcontractor of the Contractor, provides any information or work product in violation of this Construction Contract, then the City shall have the right to reimbursement and indemnity from the Contractor for any damages, costs and fees, including attorneys’ fees, caused by or incurred as a result of the Contractor’s conduct.

(d) The Contractor shall promptly notify the City Attorney should the Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Construction Contract and the Work performed hereunder. The City Attorney or his designee retains the right, but has no obligation, to represent the Contractor or be present at any deposition, hearing or similar proceeding. The Contractor agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by the Contractor. However, this right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response.

*End of Article V*

**ARTICLE VI.  
INSURANCE AND INDEMNIFICATION**

**Section 6.01. Insurance Requirement.**

(a) Prior to execution of this Construction Contract by the City, the Contractor must obtain, at its sole cost and expense, and keep in force and effect during the term of this Construction Contract, including all extensions, an insurance policy meeting the requirements of Section III: Special Terms and Conditions of IFB #16-26, as evidenced at the time of the execution of this Construction Contract by a certificate of insurance provided to the Risk Manager for the City of Rockville (the “**Risk Manager**”).

(b) In the event the Contractor subcontracts any portion of the Work, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to subsection 6.01(a), and such certificates and endorsements shall be provided to the Risk Manager.

**Section 6.02. Indemnification.**

(a) To the full extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the Mayor and Council and its appointed officers, employees and agents against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “**Claims or Liabilities**”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of the Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which the Contractor is legally liable (“**Indemnors**”), or arising from the Contractor’s reckless or willful misconduct, or arising from the Contractor’s Indemnors’ negligent performance of or failure to perform any term, provision, covenant or condition under the Contract Documents, and in connection therewith:

(b) The Contractor will defend any action or actions filed in connection with any of said Claims or Liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

(c) The Contractor will promptly pay any judgment rendered against the Mayor and Council, its appointed officers, agents or employees for any such Claims or Liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of the Contractor hereunder; and the Contractor agrees to save and hold the Mayor and Council, its appointed officers, agents, and employees harmless therefrom; and

(d) In the event the Mayor and Council, its appointed officers, agents or employees is made a party to any action or proceeding filed or prosecuted against the Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of the Contractor hereunder, the Contractor agrees to pay to the Mayor and Council, its appointed officers, agents or employees, any and all costs and expenses incurred by the Mayor and Council, its appointed officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

(e) The Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so the Contractor shall be fully responsible to indemnify the City hereunder therefore, and failure of the City to monitor compliance with these provisions shall not be a waiver hereof. This

indemnification includes Claims or Liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of the Contractor in the performance of services hereunder. The provisions of this Section do not apply to Claims or Liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of the Contractor and shall survive termination of this Construction Contract.

**Section 6.03. Sufficiency of Insurer or Surety.** Insurance or bonds required by the Contract Documents shall be satisfactory only if issued by companies qualified to do business in Maryland, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager due to unique circumstances. If this Construction Contract continues for more than three (3) years duration, or in the event the Risk Manager determines that the Work to be performed under the Contract Documents creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond (if any) may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Manager within 10 days of receipt of notice from the Risk Manager.

*End of Article VI*

**ARTICLE VII.  
REPRESENTATIONS AND WARRANTIES; CERTIFICATION**

**Section 7.01. Contractor's Representations.** As a material inducement to the Mayor and Council's entry into this Construction Contract, the Contractor hereby (i) makes the following representations and warranties to the Mayor and Council, as of the Effective Date, (ii) covenants that until the expiration or earlier termination of this Construction Contract, upon learning of any fact or condition which would cause any of the warranties and representations in this Construction Contract not to be true, the Contractor shall immediately give written notice of such fact or condition to the Mayor and Council, (iii) acknowledges that the Mayor and Council shall rely upon the Contractor's representations made herein notwithstanding any investigation made by or on behalf of the Mayor and Council, and (iv) agrees that such representations and warranties shall survive termination of this Construction Contract:

(a) Organization. The Contractor is a duly organized and validly existing corporation and is in good standing under the laws of the State of Maryland and has the power and authority to carry on its business in the State of Maryland.

(b) Authority of the Contractor. The Contractor has full power and authority to execute and deliver this Construction Contract, to execute and deliver the Contract Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Construction Contract, and to perform and observe the terms and provisions of all of the above.

(c) Authority of Persons Executing Documents. This Construction Contract and the other Contract Documents and all other documents or instruments executed and delivered or to be executed and delivered pursuant to this Construction Contract have been (to the extent scheduled to be delivered as of the date hereof) or will be (to the extent scheduled to be delivered subsequent to the date hereof) executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of the Contractor, and all actions required under the Contractor's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Construction Contract and the other Contract Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Construction Contract, have been or will be duly taken prior to delivery of each document or instrument.

(d) Valid Binding Agreements. This Construction Contract and the other Contract Documents and all other documents or instruments which have been executed and delivered pursuant to or in connection with this Construction Contract constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of the Contractor enforceable against it in accordance with their respective terms.

(e) No Breach of Law or Agreement. Neither the execution nor delivery of this Construction Contract and the other Contract Documents or any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Construction Contract, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on the Contractor, or any provision of the organizational documents of the Contractor, or will materially conflict with or constitute a material breach of or a material default under any agreement to which Contractor is a party.

(f) Compliance with Laws; Consents and Approvals. The Contractor shall comply with all applicable laws, ordinances, rules and regulations of the federal government, the State of Maryland, Montgomery County, Maryland, and the City of Rockville, and shall comply with all applicable directions,

rules and regulations of the fire marshal, health officers, building inspectors and other officers of any such government or agency.

(g) No Pending Litigation, Etc. Neither Contractor nor any principal (or beneficiary) of Contractor is subject to any pending, threatened or current litigation, merger or acquisition, corporate or other restructuring or financial oversight.

(h) No Bankruptcy, Insolvency. Neither Contractor nor any of Contractor’s principals (or beneficiaries) is currently subject to any voluntary or involuntary bankruptcy or other insolvency, reorganization, bankruptcy, receivership or other similar proceeding, Contractor has no knowledge of any of the same pending or being imminent, none of such parties have been subject to any of the same at any time during the 10 year period immediately preceding the Effective Date, and Contractor has not made an assignment for the benefit of its creditors.

(i) No Violation of Order, Etc. Contractor is not in violation of any order, decree or judgment arising out of, connected with or otherwise related to the design, construction, operation or management of any facility, building, project or system.

**Section 7.02. Contractor’s Certifications.** The Contractor certifies to the Mayor and Council that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing this Construction Contract. For the purposes of this Section 7.02: “**corrupt practice**” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in this Construction Contract execution; “**fraudulent practice**” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of the Mayor and Council, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive the Mayor and Council of the benefits of free and open competition; “**collusive practice**” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Mayor and Council or City of Rockville staff, a purpose of which is to establish bid prices at artificial, non-competitive levels; and “**coercive practice**” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of this Construction Contract.

*End of Article VII*

**ARTICLE VIII.  
DEFAULTS AND REMEDIES**

**Section 8.01. Default.**

(a) Notice of Default. In the event that the Mayor and Council determines, in its sole discretion, that Contractor has failed or refused to perform any of the obligations set forth in the Contract Documents, or is in breach of any provision of the Contract Documents, the City Manager may give written notice of default to the Contractor in the manner specified for the giving of notices in the Construction Contract, with a copy to Contractor's performance bond surety.

(b) Opportunity to Cure. Except for emergencies, the Contractor shall cure any default in performance of its obligations under the Contract Documents within five (5) Working Days (or such shorter time as the City Manager may reasonably require) after receipt of written notice. However, if the breach cannot be reasonably cured within such time, the Contractor will commence to cure the breach within five (5) Working Days (or such shorter time as the City Manager may reasonably require) and will diligently and continuously prosecute such cure to completion within a reasonable time, which shall in no event be later than ten (10) Working Days after receipt of such written notice.

**Section 8.02. Mayor and Council's Rights and Remedies.**

(a) Remedies Upon Default. If the Contractor fails to cure any default of this Construction Contract within the time period set forth above in Section 8.01, then the Mayor and Council may pursue any remedies available under law or equity, including, without limitation, the following:

(i) *Delete Certain Services.* The Mayor and Council may, without terminating the Construction Contract, delete certain portions of the Work, reserving to itself all rights to Losses related thereto.

(ii) *Perform and Withhold.* The Mayor and Council may, without terminating the Construction Contract, engage others to perform the Work or portion of the Work that has not been adequately performed by the Contractor and withhold the cost thereof to the Mayor and Council from future payments to the Contractor, reserving to itself all rights to Losses related thereto.

(iii) *Suspend the Construction Contract.* The Mayor and Council may, without terminating the Construction Contract and reserving to itself all rights to Losses related thereto, suspend all or any portion of this Construction Contract for as long a period of time as the Mayor and Council determines, in its sole discretion, appropriate, in which event the Mayor and Council shall have no obligation to adjust the Contract Sum or Contract Time, and shall have no liability to the Contractor for damages if the Mayor and Council directs Contractor to resume Work.

(iv) *Terminate the Construction Contract for Default.* The Mayor and Council shall have the right to terminate this Construction Contract, in whole or in part, upon the failure of Contractor to promptly cure any default as required by Section 8.01. The Mayor and Council's election to terminate this Construction Contract for default shall be communicated by giving the Contractor a written notice of termination in the manner specified for the giving of notices in the Construction Contract. Any notice of termination given to the Contractor by the Mayor and Council shall be effective immediately, unless otherwise provided therein.

(v) *Invoke the Performance Bond.* The Mayor and Council may, with or without terminating the Construction Contract and reserving to itself all rights to Losses related thereto, exercise its rights under the Performance Bond.

(vi) *Additional Provisions.* All of the Mayor and Council's rights and remedies under this Construction Contract are cumulative and shall be in addition to those rights and remedies available in law or in equity. Designation in the Contract Documents of certain breaches as material shall not waive the Mayor and Council's authority to designate other breaches as material nor limit the Mayor and Council's right to terminate this Construction Contract or prevent the Mayor and Council from terminating the Contract Documents for breaches that are not material. The Mayor and Council's determination of whether there has been noncompliance with the Construction Contract so as to warrant exercise by the Mayor and Council of its rights and remedies for default under this Construction Contract, shall be binding on all Parties. No termination or action taken by the Mayor and Council after such termination shall prejudice any other rights or remedies of the Mayor and Council provided by law or equity or by the Contract Documents upon such termination; and the Mayor and Council may proceed against the Contractor to recover all liquidated damages and Losses suffered by the Mayor and Council.

(b) Delays by Sureties. Time being of the essence in the performance of the Work, if the Contractor's surety fails to arrange for completion of the Work in accordance with the Performance Bond, within seven (7) Days from the date of the notice of termination, the Contractor's surety shall be deemed to have waived its right to complete the Work under this Construction Contract, and the Mayor and Council may immediately make arrangements for the completion of the Work through use of its own forces, by hiring a replacement contractor, or by any other means that the Mayor and Council determines advisable under the circumstances. The Contractor and its surety shall be jointly and severally liable for any additional cost incurred by the Mayor and Council to complete the Work following termination. In addition, the Mayor and Council shall have the right to use any materials, supplies, and equipment belonging to the Contractor and located at a Site for the purposes of completing the remaining Work.

(c) Damages to Mayor and Council.

(i) *For Contractor's Default.* The Mayor and Council will be entitled to recovery of all Losses under law or equity in the event of the Contractor's default under the Contract Documents.

(ii) *Compensation for Losses.* In the event that the Mayor and Council's Losses arise from the Contractor's default under the Contract Documents, the Mayor and Council shall be entitled to deduct the cost of such Losses from monies otherwise payable to the Contractor. If the Losses incurred by the Mayor and Council exceed the amount payable, the Contractor shall be liable to the Mayor and Council for the difference and shall promptly remit same to the Mayor and Council.

(d) Suspension by Mayor and Council.

(i) *Suspension for Convenience.* The Mayor and Council may, at any time and from time to time, without cause, order the Contractor, in writing, to suspend, delay, or interrupt the Work in whole or in part for such period of time, up to an aggregate of fifty percent (50%) of the Contract Time. The order shall be specifically identified as a Suspension Order by the Mayor and Council. Upon receipt of a Suspension Order, the Contractor shall, at the Mayor and Council's expense, comply with the order and take all reasonable steps to minimize costs allocable to the Work covered by the Suspension Order. During the Suspension or extension of the Suspension, if any, the Mayor and Council shall either cancel the Suspension Order or, by Change Order, delete the Work covered by the Suspension Order. If a Suspension Order is canceled or expires, the Contractor shall resume and continue with the Work. A Change Order will be issued to cover any adjustments of the Contract Sum or the Contract Time necessarily caused by such

suspension. A Suspension Order shall not be the exclusive method for the Mayor and Council to stop the Work.

(ii) *Suspension for Cause.* In addition to all other remedies available to the Mayor and Council, if the Contractor fails to perform or correct work in accordance with the Contract Documents, the Mayor and Council may immediately order the Work, or any portion thereof, suspended until the cause for the suspension has been eliminated to the Mayor and Council's satisfaction. The Contractor shall not be entitled to an increase in Contract Time or Contract Sum for a suspension occasioned by the Contractor's failure to comply with the Contract Documents. The Mayor and Council's right to suspend the Work shall not give rise to a duty to suspend the Work, and the Mayor and Council's failure to suspend the Work shall not constitute a defense to the Contractor's failure to comply with the requirements of the Contract Documents.

(e) Termination Without Cause. The Mayor and Council may, at its sole discretion and without cause, terminate this Construction Contract in part or in whole upon written notice to the Contractor. The termination is effective ten (10) Days after the notice is issued, unless a different time is given in the notice. The compensation allowed under this Section 8.02(e) shall be the Contractor's sole and exclusive compensation for such termination, and the Contractor waives any claim for other compensation or losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect or incidental damages of any kind resulting from termination without cause. Termination pursuant to this provision does not relieve the Contractor or its sureties from any of their obligations for Losses arising from or related to the Work performed by the Contractor.

(i) *Compensation.* Following such termination and within forty-five (45) Days after receipt of a billing from the Contractor seeking payment of sums authorized by Section 8.02(e), the Mayor and Council shall pay the following to the Contractor as Contractor's sole compensation for performance of the Work:

A. For Work Performed. The amount of the Contract Sum allocable to the portion of the Work properly performed by the Contractor as of the date of termination, less sums previously paid to Contractor.

B. For Close-out Costs. Reasonable costs of the Contractor and its subcontractors: (i) Demobilizing and (ii) Administering the close-out of its participation in a Project (including, without limitation, all billing and accounting functions, not including attorney or expert fees) for a period of no longer than thirty (30) Days after receipt of the notice of termination.

C. For Fabricated Items. Previously unpaid cost of any items delivered to a Site which were fabricated for subsequent incorporation in the Work.

D. Profit Allowance. An allowance for profit calculated as four percent (4%) of the sum of the above items, provided Contractor can prove a likelihood that it would have made a profit if the Construction Contract had not been terminated.

(ii) *Subcontractors.* The Contractor shall include provisions in all of its subcontracts, purchase orders and other contracts permitting termination for convenience by Contractor on terms that are consistent with this Construction Contract and that afford no greater rights of recovery against Contractor than are afforded to Contractor against City under this Section.

(f) Loss of Federal or State Funding. In the event any federal or state funding used to pay for the Work under this Construction Contract is reduced, withdrawn, frozen or otherwise cannot be made in

full, this Construction Contract shall automatically terminate, unless both Parties agree to a modification of the obligations under this Construction Contract. The effective date of such termination shall be ninety (90) Days after the Contractor receives written notice of the reduction in payment, unless available funds are insufficient to continue payments in full during the ninety (90) Day period. A reduction in federal or state funding does not reduce monies due and owing to the Contractor on or before the effective date of the termination of the Agreement.

(g) Contractor's Duties Upon Termination. Upon receipt of a notice of termination pursuant to this Section 8.02, the Contractor shall, unless the notice directs otherwise, do the following:

- (i) Immediately discontinue the Work to the extent specified in the notice;
- (ii) Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work that is not discontinued;
- (iii) Provide to the Mayor and Council a description in writing, no later than fifteen (15) Days after receipt of the notice of termination, of all subcontracts, purchase orders and contracts that are outstanding, including, without limitation, the terms of the original price, any changes, payments, balance owing, the status of the portion of the Work covered and a copy of the subcontract, purchase order or contract and any written changes, amendments or modifications thereto, together with such other information as the Mayor and Council may determine necessary in order to decide whether to accept assignment of or request the Contractor to terminate the subcontract, purchase order or contract;
- (iv) Promptly assign to the Mayor and Council those subcontracts, purchase orders or contracts, or portions thereof, that the Mayor and Council elects to accept by assignment and cancel, on the most favorable terms reasonably possible, all subcontracts, purchase orders or contracts, or portions thereof, that the Mayor and Council does not elect to accept by assignment; and
- (v) Thereafter do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment on a Site or in transit thereto.

(h) Provisions Effective After Termination. Upon termination, whether for cause or for convenience, the provisions of the Contract Documents remain in effect as to any claim, indemnity obligation, warranties, guarantees, submittals of as-built drawings, instructions, or manuals, or other such rights and obligations arising prior to the termination date.

### **Section 8.03. Contractor's Rights and Remedies.**

(a) Contractor's Remedies. Contractor may terminate this Construction Contract only upon the occurrence of one of the following:

1. *For Work Stoppage.* The Work is stopped for sixty (60) consecutive Days, through no act or fault of the Contractor, any subcontractor, or any employee or agent of the Contractor or any subcontractor, due to issuance of an order of a court or other public authority other than the Mayor and Council having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable. This provision shall not apply to any work stoppage resulting from the Mayor and Council's issuance of a suspension notice issued either for cause or for convenience.

2. *For Mayor and Council's Non-Payment.* If the Mayor and Council does not pay the Contractor undisputed sums within ninety (90) Days after receipt of notice from the Contractor, the

Contractor may terminate this Construction Contract (30) Days following a second notice to the Mayor and Council of the Contractor's intention to terminate the Construction Contract.

(b) Damages to Contractor. In the event of termination for cause by the Contractor, the Mayor and Council shall pay the Contractor the sums provided for in Paragraph 8.02(e)(i) above. Contractor agrees to accept such sums as its sole and exclusive compensation and agrees to waive any claim for other compensation or Losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect and incidental damages, of any kind.

*End of Article VIII*

**ARTICLE IX.  
MISCELLANEOUS PROVISIONS**

**Section 9.01. Notices, Demands, and Communications Between the Parties.** Formal notices, demands, and communications between the Contractor and Mayor and Council shall be given either by (a) personal service, (b) delivery by reputable overnight document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (c) 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, addressed to:

**To the Mayor and Council:**

Mayor and Council of Rockville  
c/o Office of the City Clerk  
111 Maryland Avenue  
Rockville, Maryland 20850  
Attn: Sara Taylor-Ferrell, City Clerk / Director of Council  
Operations

*With copies to:*

Office of the City Attorney  
111 Maryland Avenue  
Rockville, Maryland 20850  
Attn: City Attorney

Office of the City Manager  
111 Maryland Avenue  
Rockville, Maryland 20850  
Attn: Jeff Mihelich, City Manager

Department of Public Works  
111 Maryland Avenue  
Rockville, Maryland 20850  
Attn: Craig Simoneau, Director

**To the Contractor:**

\_\_\_\_\_

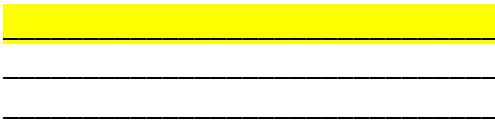
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Notices personally delivered shall be deemed effective upon receipt or refusal thereof. Notices given by a reputable overnight document delivery service shall be deemed effective one (1) Working Day after delivery by such service. Notices mailed shall be deemed effective on the third (3<sup>rd</sup>) Working Day following deposit in the United States mail. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as any Party may from time to time designate in writing.

The Parties' respective contacts for emergencies are as follows:

City of Rockville  
Dan Stevens  
Chief, Construction Management  
Telephone: (240) 743-7003  
Office: 240-314-8552  
[dstevens@rockvillemd.gov](mailto:dstevens@rockvillemd.gov)



**Section 9.02. Relationship of Parties.** The provisions of this Construction Contract are intended solely for the purpose of defining the relative rights of the Parties and no relationship of partnership, joint venture or other joint enterprise shall be deemed to be created hereby by and among the Parties pursuant to the Construction Contract.

**Section 9.03. Interpretation.** The terms of the Construction Contract shall be construed in accordance with the meaning of the language used and as a whole according to its fair meaning, and shall not be construed for or against any Party by reason of the authorship of the Construction Contract or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience only and shall not be construed to limit or extend the meaning of the Construction Contract.

**Section 9.04. Non-Liability of Officials, Employees and Agents.** No member of the Mayor and Council or any of its respective officers, employees, successors, or agents shall be personally liable to the Contractor in the event of any default or breach by the Mayor and Council or for any amount which may become due to the Contractor or its respective successors or assigns or on any obligation under the terms of the Construction Contract.

**Section 9.05. No Third-Party Beneficiaries.** No provision of the Construction Contract shall be construed to confer any rights upon any person or entity who is not a Party hereto, whether a third-party beneficiary or otherwise.

**Section 9.06. Parties Bound.** Except as otherwise limited herein, the provisions of the Construction Contract shall be binding upon and inure to the benefit of the Parties and their heirs, executors, administrators, legal representatives, successors, and assigns.

**Section 9.07. Severability.** If any term, provision, covenant, or condition of the Construction Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the Construction Contract shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of the Construction Contract. In the event that all or any portion of the Construction Contract is found to be unenforceable, the Construction Contract or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the Parties; and the Parties further agree that in such event, and to the maximum extent permitted by law, they shall take all steps necessary to comply with such procedures or requirements as may be necessary in order to make valid the Construction Contract or that portion which is found to be unenforceable.

**Section 9.08. Prohibition Against Transfers.** The Mayor and Council is entering into this Construction Contract in reliance upon the stated experience and qualifications of the Contractor and its subcontractors set forth in its Bid. Accordingly, Contractor shall not assign, hypothecate, or transfer this Construction Contract or any interest therein directly or indirectly, by operation of law or otherwise without the prior written consent of the Mayor and Council. Any assignment, hypothecation, or transfer without said consent shall be null and void and shall be deemed a substantial breach of contract and grounds for default in addition to any other legal or equitable remedy available to the Mayor and Council.

The sale, assignment, transfer, or other disposition of any of the issued and outstanding capital stock of the Contractor that shall result in changing the control of Contractor, shall be construed as an

assignment of this Construction Contract. Control means more than fifty percent (50%) of the voting power of the corporation or other entity.

**Section 9.09. Governing Law.** The Construction Contract and all other Contract Documents are entered into and shall be construed in accordance with and governed by the laws of the State of Maryland without regard to choice-of-law rules. The Parties consent to the jurisdiction and venue of the Circuit Court for Montgomery County, Maryland.

**Section 9.10. Tax Exemption.** The City is exempt from the payment of any federal excise or any Maryland sales tax.

**Section 9.11. Local Government.** Notwithstanding anything herein contained to the contrary, Contractor acknowledges the Mayor and Council is a political subdivision and its obligations hereunder are given only to the extent permitted by applicable law, contingent upon the appropriation and encumbrance of funding, and subject to the notice requirements and damages limitations stated in applicable law, including, but not limited to, the Local Government Tort Claims Act, Md. Code Ann., Ct & Jud. Proc. § 5-301, et seq. (2013 Repl. Vol.), as amended from time to time.

**Section 9.12. Construction Documents.** All Construction Documents referred to in the Construction Contract are by such references fully incorporated herein.

**Section 9.13. Entire Agreement, Waivers and Amendments.** The Construction Contract integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to the Projects and the Work. All waivers of the provisions of the Construction Contract must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of the Parties.

**Section 9.14. Counterparts.** The Construction Contract may be executed in counterparts, each of which shall be deemed to be original, and such counterparts shall constitute one and the same instrument.

**Section 9.15. Electronic Signatures.** This Construction Contract may be executed by electronic signature, which will be construed as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, “electronic signature” means electronically scanned and transmitted versions (e.g., via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as DocuSign or Adobe Sign.

**Section 9.16. No Waiver of Sovereign Immunity by Mayor and Council.** Notwithstanding any other provisions of the Construction Contract to the contrary, nothing in the Construction Contract nor any action taken by the Mayor and Council pursuant to the Construction Contract nor any document which arises out of the Construction Contract shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the City of Rockville’s elected and appointed officials, officers, and employees.

**Section 9.17. Contract Disputes.** Any dispute concerning the interpretation of this Construction Contract shall be resolved pursuant to Section 17-173 of the Rockville City Code. Pending final adjudication of such dispute, the Contractor shall proceed diligently with performance of the Work pursuant to this Construction Contract.

*End of Article IX*

**(Signature page to follow)**

**IN WITNESS WHEREOF**, the Mayor and Council and the Contractor have each executed, or caused to be duly executed, this Construction Contract, in the name and behalf of each of them (acting individually or by their respective officers or appropriate legal representatives thereunto duly authorized) as of the day and year first written above.

**MAYOR AND COUNCIL**

**Approved as to form:**

**THE MAYOR AND COUNCIL OF ROCKVILLE**, a body corporate and municipal corporation of the State of Maryland

\_\_\_\_\_  
Cynthia Walters, Acting City Attorney

By:

\_\_\_\_\_  
Jeff Mihelich, City Manager

**A. J. ROMANO CONSTRUCTION INC.**,  
a Maryland corporation

By:


\_\_\_\_\_  
Antonio J. Romano, President


EXHIBIT A  
BID PRICING FORM

## A. J. ROMANO CONSTRUCTION INC: D11167814

**Department ID Number:** D11167814

**Business Name:** A. J. ROMANO CONSTRUCTION  
INC

**Principal Office:**  11071 GUILFORD RD -A  
ANNAPOLIS JUNCTION MD 20701

**Resident Agent:**  ANTONIO J. ROMANO  
11071 GUILFORD RD-A  
ANNAPOLIS JUNCTION MD 20701

**Status:** INCORPORATED

**Good Standing:** THIS BUSINESS IS IN GOOD  
STANDING

**Business Type:** CORPORATION

**Business Code:** 03 ORDINARY BUSINESS - STOCK

**Date of Formation/ Registration:** 03/13/2006

**State of Formation:** MD

**Stock Status:** STOCK

**Close Status:** NO

---



City of Rockville  
Rockville, Maryland

## INVITATION FOR BIDS #16-26

# Construction, Repair, and Maintenance of Concrete and Brick Infrastructure

**Bids Due by 2:00 PM (EST )  
February 25, 2026**

ISSUED BY:  
Lawrence Hall  
Procurement Department  
City of Rockville, City Hall  
111 Maryland Avenue, 1st Floor  
Rockville, Maryland 20850  
Phone: (240) 314-8430  
Fax: (240) 314-8439

### **A 5% Bid Bond is required for this Invitation for Bid**

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

**MFD-V Outreach Program**

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

Presented by:  
A J Romano Construction, Inc.



**Statement of "No Bid Submittal"**

If you do not intend to submit on this requirement, please complete and return this form prior to date shown for receipt of bids to the buyer listed in this IFB by **email only** to lhall@rockvillemd.gov.

I/WE HAVE DECLINED TO BID ON **IFB #16-26** titled **Construction, Repair, and Maintenance of Concrete and Brick Infrastructure** for the following reason(s): [Please place a check mark (✓) next to the reason(s) as applicable]

(✓)	Reason
	Proposal requirements too "restrictive".
	Insufficient time to respond to the Invitation for Bids.
	We do not offer this service.
	Our schedule would not permit us to perform.
	Unable to meet requirements.
	Unable to meet insurance or bond requirements.
	Scope of Services unclear (please explain below).
	Other (please specify below).

REMARKS:

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Are you a Minority, Female, Disabled, or Veteran-Owned (MFD-V) business? \_\_\_\_\_ Yes \_\_\_\_\_ No

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CITY OF ROCKVILLE  
ROCKVILLE, MARYLAND**

**INVITATION FOR BIDS #16-26  
Construction, Repair, and Maintenance of Concrete and Brick Infrastructure**

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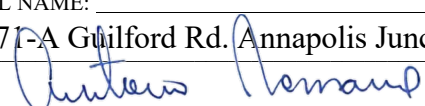
**City of Rockville**  
**IFB 16-26 Construction, Repair, and Maintenance of Concrete and Brick Infrastructure**

**Submittal Checklist and Signature**

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

- X   Responses shall be submitted electronically via the City’s Collaboration Portal no later than the due date and time as shown in this solicitation.  
[Contract Insight - Collaboration Portal \(rockvillemd.gov\)](http://rockvillemd.gov)
- X   Did an authorized company representative sign the bottom portion of this of this page?
- X   Did an authorized representative sign the Affidavit form?
- X   Did you complete the reference form in attachment B?
- X   Did you complete the warranty/maintenance information?
  
- X   If you are an entity (limited liability partnerships, corporations, limited partnerships, limited liability companies, limited liability limited partnerships, business trusts, real estate investment trust and trade name filings), is the legal name of your company listed with the State of Maryland Department of Assessments and Taxation and in good standing? You may check by going to  
<https://dat.maryland.gov/Pages/default.aspx>
- X   Did you check the City’s Collaboration Portal for any addenda and include a signed copy of each with your response?

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

PAYMENT TERMS: NET 30	DELIVERY: _____ DAYS AFTER RECEIPT OF ORDER
PROMPT PAYMENT DISCOUNT: ____% FOR PAYMENT WITHIN ____ DAYS	
COMPANY LEGAL NAME: <u>A J Romano Construction, Inc.</u>	
ADDRESS: <u>11071-A Guilford Rd. Annapolis Junctionm, MD 21044</u>	
SUBMITTED BY: <u></u>	<u>2-25-2026</u>
SIGN YOUR NAME	DATE
<u>Antonio J Romano</u>	
PRINT YOUR NAME	
TELEPHONE# <u>301-362-3140</u>	FAX # <u>301-362-0080</u>
E-MAIL ADDRESS: <u>tony@Ajrci.com and ara@ajrci.com</u> FEDERAL ID#/OR SS# <u>20-4558289</u>	

***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*



**AIA**<sup>®</sup>

# Document A310™ – 2010

## **Bid Bond**

**CONTRACTOR:**

*(Name, legal status and address)*

A.J. Romano Construction, Inc.  
11071-A Guilford Road  
Annapolis Junction, MD 20701

**SURETY:**

*(Name, legal status and principal place of business)*

Swiss Re Corporate Solutions Premier Insurance Corporation  
1200 Main Street, Suite 800  
Kansas City, Missouri 64105

**OWNER:**

*(Name, legal status and address)*

The Mayor and Council of Rockville, Maryland  
111 Maryland Avenue  
Rockville, Maryland 20850

**BOND AMOUNT:** \$ 5% of amount bid

**PROJECT:**

*(Name, location or address, and Project number, if any)*

IFB 16-26 Construction, Repair, and Maintenance of Concrete and Brick Infrastructure

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

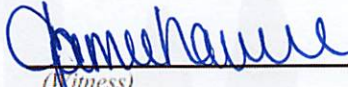
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

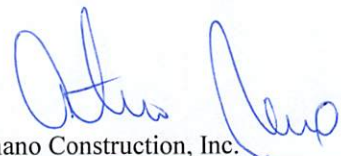
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

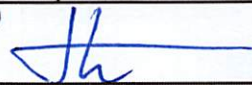
Init.

25th  
Signed and sealed this ^ day of February, 2026

  
\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
(Witness)

  
A.J. Romano Construction, Inc. \_\_\_\_\_  
(Contractor as Principal) (Seal)  
**Antonio J. Romano**  
President  
\_\_\_\_\_  
(Title)

Swiss Re Corporate Solutions Premier Insurance Corporation  
(Surety) \_\_\_\_\_ (Seal)  
  
\_\_\_\_\_  
(Title) Joshua B. Hauserman, Attorney-in-Fact



Init.

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint:

WILLIAM FRANCIK, GARY L. BERGER, JOSHUA B. HAUSERMAN, JONATHAN KIBLER, CRAIG BANCROFT, STEPHEN M. MUTSCHELLER, MARY GOSKA,

R. NELSON OSTER, EMILY BRENNAN, ROBERT F. WHITE, JAMIE LAWRENCE, SIMON SPATH and JENNIFER SCHIAZZA

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds, consents of surety, or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By [Signature]
Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

IN WITNESS WHEREOF, SRCSAIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 11th day of June, 2025.

State of Illinois
County of Cook

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

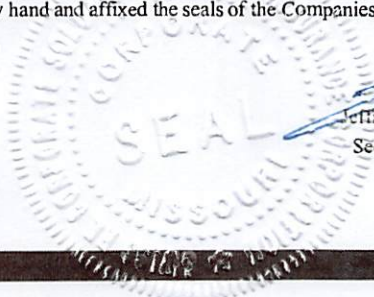
On this 11th day of June, 2025, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
Karen M. Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 25th day of February, 2026.



[Signature]
Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

**INVITATION FOR BID #16-26****Construction, Repair, and Maintenance of Concrete and Brick  
Infrastructure****SECTION I: PROJECT OVERVIEW**

**1.1 SECURED BIDS** will be received electronically via a City designated bid receipt software solution until February 3, 2026 at 2:00 PM EDT. The bidder assumes full responsibility for the timely delivery of a bid via the designated solution. Bids delivered in any other fashion will not be considered. Properly submitted bids will be opened in a virtual environment after the time set for receipt of bids and will be read aloud via a City telepresence software solution at the phone number and/or web address provided by the City and contained within this solicitation.

Submission of a bid 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 invitation for bids.

Bids presented after the bid receiving deadline will not be received for any reason. The official time clock for receiving bids will be that of the City's third party software solution provider's computer server system.

**ATTENTION: BIDDERS 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 BID. BIDDERS ARE RESPONSIBLE FOR ALLOWING ADEQUATE TIME TO SUCCESSFULLY DELIVER THE BID TO THE REQUIRED ELECTRONIC LOCATION BY THE REQUIRED TIME.**

**1.2 PROJECT DESCRIPTION**

This project provides the City of Rockville, Department of Public Works with resources to have "on-call" contractors available to perform a wide variety of construction items (listed below). The Contractor shall provide all labor, materials, equipment, supervision, traffic control, tools, appurtenances and any other ancillary items required to provide each pay item complete, in place. Other items of work often accomplished under this project include asphalt patching, repair or new installation of retaining walls, minor grading and drainage corrections, installation of storm drains and appurtenances, and small public works related construction projects too small to be efficiently bid as separate projects.

These specifications cover all work necessary to furnish each bid item as listed on the bid form. The Contractor shall provide all labor, materials, equipment, supervision, traffic control, tools, appurtenances and any other ancillary items required to provide each pay item complete, in place.

**1.3 PROPOSED SCHEDULE**

- A. IFB release date – January 26, 2026
- B. Pre-Bid Conference – February 3, 2026 at 11:00 AM EST
- C. Questions Due – February 10, 2026 at 5:00 PM EST
- D. IFB closing date – February 25, 2026 at 2:00 PM EST
- E. Bid Opening date – February 25, 2026 at 2:20 PM EST

**1.4 PRE-BID/SITE VISIT MEETING**

A virtual, telepresence pre-bid meeting will be held on February 3, 2026 AT 11:00 AM EST. Bidders must register below in order to attend the meeting. This meeting is not mandatory; however, bidders are strongly encouraged to attend. Individuals interested in viewing the vicinity of the work are encouraged to do so

Construction, Repair, and Maintenance of Concrete and Brick Infrastructure independently, and in a socially distanced manner, prior to the pre-bid meeting. Bidders shall assume complete responsibility and liability for any and all visits.

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

### 1.5 DEADLINE FOR QUESTIONS

Questions pertaining to this bid may be directed to Lawrence Hall via the City's Collaboration Portal **only** at <https://contracts.rockvillemd.gov/gateway/Default.aspx> no later than **5:00** PM EST on February 10, 2026. Oral answers to questions relative to interpretation of specification or the bid process will not be binding on the City.

### 1.6 SUBMISSION

All bid forms and documents must be electronically filled out, signed and submitted **via one combined pdf document** using the City's Collaboration Portal **only** at:

<https://contracts.rockvillemd.gov/gateway/Default.aspx>

**At a minimum the file name of the pdf document must contain the Bid Number, Bidders Name and Bid Due Date.**

**Instructions for uploading bid documents can be found within the Vendor Client User Manual and Quick Reference Guides in the Collaboration Portal under document library**

A virtual, telepresence bid opening will be held a few minutes after the bid submittal due date and time. Individuals interested in attending the virtual bid opening must register below:

**Register For Virtual Bid Opening Here:** [Register](#)

### 1.7 ADDENDUM

Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City.

To ensure fair consideration for all bidders, any interpretation made to prospective offerors will be expressed in the form of an addendum to the specifications, if such information is deemed necessary for the preparation of bids 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:

<https://contracts.rockvillemd.gov/gateway/Default.aspx>

Please note, that it is the bidder'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.

### 1.8 ENVIRONMENTAL IMPACT

It is the intent of the City of Rockville to purchase goods, equipment, and services having the least adverse environmental impact, within the constraints of its codified purchasing requirements, departmental needs, availability, and sound economical considerations. Suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.

**1.9 NOTICE TO BIDDERS**

"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 Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 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."

**1.10 US TREASURY IDENTIFICATION NUMBER**

Bidders must supply with their bids their U.S. Treasury Department Employers' Identification Number as such number is shown on their Employer's quarterly Federal Tax Return (U.S. Treasury Department Form No. 941). This number shall be inserted on the Bid Sheet in the space provided.

**1.11 QUALIFICATION TO CONTRACT WITH PUBLIC BODY**

Bidders must be qualified to bid in the State in accordance with Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery (upon acts committed after July 1, 1997) 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.

**1.12 DISABILITY INFORMATION**

ANY INDIVIDUALS WITH DISABILITIES 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.



## CITY OF ROCKVILLE, MARYLAND

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

NON-CONSTRUCTION – 3/2022

1. **TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the bidder's proposal, and are not subject to change by reasons of written or verbal statement by the Contractor unless accepted in writing. Words and abbreviations that have well known technical or trade meanings are used in accordance with such meanings.

2. **SUBMISSION OF BID** All bids are to be submitted electronically, in a pdf format file, via a City designated bid receipt software solution. File name of the pdf document must contain the Bid Number, Bidders Name and Bid Due Date.

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

3. **BID ACCEPTANCE AND OPENINGS** It is the bidder's responsibility to assure delivery of the bid at the proper time via the designated electronic, software solution. Bids delivered in any other fashion will not be considered. All bids will be publicly opened in a virtual environment after the time set for receipt of bids and read aloud via a City telepresence software solution. Bidders may attend bid openings at the phone number and/or web address provided by the City.
4. **BID OPENING** All bids received in response to an Invitation for Bid will be opened at the date, time and place specified and publicly read via a City telepresence software solution. A tabulation of bids received are posted using the City's designated electronic, software solution
5. **BID AWARD** Award will be made to lowest responsive and responsible bidder complying with all provisions of the Invitation for Bid, provided the price is reasonable and in the best interest of the City to accept. The City reserves the right to award by individual commodities/services, group, all or none or any combination thereof. When a group is specified, all items in the group must be bid.

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

- a. The ability, capacity and skill of the bidder to perform the contract or provide the services required;
  - b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
  - c. The character, integrity, reliability, reputation, judgment, experience and efficiency of the bidder;
  - d. The quality of performance on previous contracts or services;
  - e. The previous and existing compliance by the bidder with laws and ordinance relating to the contract or service;
  - f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
  - g. The quality, availability and adaptability of the goods or services to the particular use required;
  - h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
  - i. Whether the bidder is in arrears to the City or a debt or contract or is in default on a surety to the City;
  - j. Such other information as may be secured by the City having a bearing on the decision to award the contract.
6. **ADDENDUM** In the event that any addenda to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed in the addendum. It is the responsibility of the bidder to make inquiry as to

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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 be posted via the city's designated electronic, software solution.

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

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.

Unless otherwise stated in this solicitation, bids shall be valid for a minimum of 90 days following the deadline for submitting offers. Bids may not be withdrawn during that 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. **ERRORS IN BIDS** When an error is made in extending total prices the unit bid price will govern. Carelessness in quoting prices or in preparation of bid will not relieve the bidder from performing the contract. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if the bid is accepted.
10. **BID WITHDRAWAL** Bids may be electronically withdrawn (deleted) or modified by deleting the initial file uploaded and replacing it with a modified file using the City's electronic, software solution before the time specified for bid opening. Requests received after bid opening will not be considered.
11. **TAX EXEMPTION** The City is exempt from the payment of any federal excise or any Maryland sales tax.
12. **MISTAKES** Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the specifications. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that these bid documents are incomplete.
13. **PRICES** Bids must be submitted on a firm, fixed price, F.O.B. destination basis only unless otherwise specified herein.
14. **PROMPT PAYMENT DISCOUNTS** All discounts other than prompt payment are to be included in the bid price. Prompt payment discounts may be considered in the evaluation of your bid if the discount on payment is not conditioned on payment being made in less than thirty (30) days from receipt of invoice.
15. **BIDDER'S PAYMENT TERMS** The City will reject as non-responsive a bid under this solicitation, which is conditioned on payment of proper invoices in less than thirty (30) days. However, this does not preclude a bidder from offering a prompt payment discount for payment of proper invoices in less than thirty (30) days.
16. **SAMPLES** Samples of items, if requested, shall be furnished without charge, upon request within ten days. Failure on the part of the bidder to provide such samples within the specified time frame or to comply with these instructions may be cause to consider the bid as non-responsive. If not destroyed and upon request at the time of submission, samples will be returned at the bidder's expense. Samples may also be tested or become property of the City and may not be returned.
17. **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 stored in a secure manner. After such records are no longer needed for record purposes, the records shall be destroyed or returned to the City.

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

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

18. **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

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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.

19. **INTEREST IN MORE THAN ONE BID AND COLLUSION** Multiple bids uploaded/received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder, will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.
20. **QUALIFICATION OF THE BIDDER** The City shall have the right to take such steps as it deems necessary to determine the responsibility of the bidder to perform the obligations under the contract and the bidder shall furnish to the City all such information for this purpose as the City may request. The right is reserved to reject any bid where an investigation of available information does not satisfy the City that the bidder is qualified to carry out the terms of the contract.
21. **EXECUTION OF CONTRACT** The awarded bidder shall be required to execute a formal agreement with the City within fifteen days from the award. A sample of the agreement is attached. No revisions to the agreement will be allowed. Exceptions or revisions to the City's agreement may deem the bidder non-responsive.
22. **COMPENSATION** The City will compensate the Contractor in the form of either lump sum payment upon completion and acceptance of the work or monthly progress payments. In either event, compensation shall not exceed any fixed, firm Lump Sum or Total proposed pricing within the Contractor's offer. All non-labor costs associated with administration, including but not limited to plan copies, courier, mailing data processing, forms, fax transmission, telephone calls, printing, office supplies, copying, are to be included with the pricing and hourly rates offer, otherwise they shall become the responsibility of the Contractor. No payment or reimbursement will be made for travel expenses which include travel time and mileage.
23. **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 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.
24. **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.
25. **PAYMENT TO SUBCONTRACTOR** Within seven 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.
26. **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.
27. **PRICE ADJUSTMENTS (CPI)** Unless otherwise stated in the bid 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.
28. **INTERPRETATION** Any questions concerning general instruction and specifications shall be directed in writing to the Purchasing Office. The submission of a bid shall be prima facie evidence that bidder thoroughly understands the terms of the specification. The Contractor shall take no advantage of any error or omission in the specifications.

29. **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.
30. **TRAVEL TIME** No payment for travel time to or from the job site shall be charged. Charges begin when the Contractor arrives at each job site and end when the Contractor leaves the job site.
31. **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.

32. **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 the responsive second ranked Bidder, if default occurs within the initial contract period and the second ranked bidder agrees to hold its bid 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.
33. **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.
34. **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.
35. **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.

36. **EXTRA COSTS** If the Contractor claims that any instructions by the contract documents or otherwise involve extra compensation or extension of time, a written protest must be submitted to the purchasing agent 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.
37. **GUARANTEE** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Project Manager (e.g. other required documents, operating manuals, maintenance manuals/schedules, etc.) 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.

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- 38. 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.
- 39. LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal, State County and City laws, statutes, rules and regulations. The Contractor shall observe and comply with all Federal, State, County and City laws, statutes, rules and regulations that affect the work to be done. The provisions of this contract shall be governed by the laws of the State of Maryland.
- 40. SUBCONTRACTING** When allowed, bidders 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.
- 41. ADDITIONAL ITEMS** The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City's discretion without affecting the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity.
- The City may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items are being purchased.
- 42. 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.
- 43. 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.
- 44. 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.
- 45. 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. It shall be the bidder/proposer's responsibility to duly note on their submittal if any information in their submitted bid/proposal contains proprietary information and the context under which same should be handled by reviewers. Bidders/proposers shall not mark sections of their bid/proposal as proprietary or confidential if they are to be part of the award of the contract/agreement and are a "material" nature (i.e. prices). Material information may be required to be released in accordance with Public Information Act laws.
- 46. 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.
- 47. 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.

48. **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.

49. **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.

50. **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.

51. **EQUAL EMPLOYMENT OPPORTUNITY** The 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. 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.

If the 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 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.

52. **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.

53. **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 individual knowing the individual is an unauthorized noncitizen 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 recruit or referral for a fee, of the individual for employment or the discharging of the individual for 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.

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- 54. **SUBLETTING OR ASSIGNMENT OF CONTRACT** The City and the Contractor each bind themselves, their partners, successors, assigns and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract documents. Neither party to the contract shall sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein to any person, firm or corporation without the written consent of the other party, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City.
  
- 55. **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.
  
- 56. **NO CONTACT DURING PROCUREMENT PROCESS** It is the policy of the City of Rockville that the evaluation and award process for City contracts shall be free from both actual and perceived impropriety, and that contracts between potential vendors and City officials, elected officials and staff regarding pending awards of City contracts shall be prohibited.
  - a. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any City officer, elected official, employee, or designated City representative, between the date of the issuance of this solicitation and the date of the City's recommendation to the City Manager or the Mayor and Council for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
  - b. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the procurement contact listed in this solicitation.
  - c. Any violation of this prohibition of the initiation or continuation of verbal or written communications with City officers, elected officials, employees, or designated City representatives shall result in a written finding by the Purchasing agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive," and same shall not be considered for award.

**INVITATION FOR BIDS #16-26**  
**CONSTRUCTION, REPAIR, AND MAINTENANCE OF CONCRETE AND BRICK INFRASTRUCTURE**

**SECTION III: SPECIAL TERMS AND CONDITIONS**

**3.1 Point of Contact**

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

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

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

**3.2 Minimum Qualification Requirements**

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

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

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

**3.3 Contract Term**

The anticipated terms of this contract shall be The initial contract shall be from January 1, 2026, or the date of award, whichever is later, through December 31, 2026.

Upon satisfactory service and by mutual agreement the City reserves the right to renew the contract. The term of renewal shall not exceed four (4) additional one (1) year periods.

### 3.4 **Option to Renew Contract Period**

- A. Upon satisfactory service and by mutual agreement the City reserves the right to renew the contract. The term of renewal shall not exceed four (4) additional one (1) year periods.
- B. The City expects all vendors to provide year over year cost reductions recommendations.
- C. Price decreases are acceptable at any time, need not be verifiable, and are required should the contractor/producer/processor/manufacture experience a decrease in costs associated with the execution of the contract.
- D. Price adjustments from the contractor/producer/processor/manufacture for any/all items may be considered at renewal. The request is subject to approval by the Director of Procurement. The request must be submitted in writing at least sixty (60) days prior to the renewal term and shall be accompanied by supporting documentation. The increased contract unit price shall not apply to orders received by the Contactor prior to the effective date of the approved increased contract unit price. The City 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 unit 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.).
- E. Should the awarded vendor, 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 City.

### 3.5 **Extension of Contract**

The City reserves the right to extend the contract for any reason for a period or periods up to but not to exceed 12 months, subject to appropriations. This extension clause may be exercised when the City determines that an extension of the contract is advantageous to the City. Any extension beyond 12 months will be subject to the City's option to renew clause as set forth in this contract. This provision in no way affects or alters the City's ability to renew the contract consistent with the renewal option clause. If it is then decided to renew the resulting contract, the renewal date will commence on the day following the last day of the contract extension.

### 3.6 **Estimated Quantities**

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

### 3.7 **Additional Items/Duties**

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

**3.8 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.

**3.9 Exceptions**

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

**3.10 Complete Information Required on Bid Form**

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

**3.11 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
<p>1. <i>Workers' Compensation</i>                      2. <b>Employers' Liability</b></p>	<p>Bodily Injury by Accident:                      \$100,000 each accident</p> <p>Bodily Injury by Disease:                      \$500,000 policy limits</p> <p>Bodily Injury by Disease:                      \$100,000 each employee</p>	<p>Waiver of Subrogation:  <i>WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement – signed and dated.</i></p>
<p><b>3. Commercial General Liability</b></p> <p>a. Bodily Injury                      b. Property Damage                      c. Contractual Liability                      d. Premise/Operations                      e. Independent Contractors                      f. Products/Completed Operations                      g. Personal Injury</p>	<p>Each Occurrence:                      \$1,000,000</p>	<p>City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.  <b>CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.</b></p>
<p><b>4. Automobile Liability</b></p> <p>a. All Owned Autos                      b. Hired Autos                      c. Non-Owned Autos</p>	<p>Combined Single Limit for Bodily Injury and Property Damage - (each accident):                      \$1,000,000</p>	<p>City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.  <b>Form CA20 48 02 99 form to be both signed and dated.</b></p>

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
5. <b>Excess/Umbrella Liability</b>	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
6. <b>Professional Liability (if applicable)</b>	Each Occurrence/Aggregate: \$1,000,000	

**3.11.1 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.

**3.11.2 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.

**3.11.3 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

**3.12 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.

**3.13 License and Support Agreements**

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

**INVITATION FOR BIDS #16-26**  
**Construction, Repair, and Maintenance of Concrete and Brick Infrastructure**

**SECTION IV: TECHNICAL SPECIFICATIONS/SCOPE OF WORK**

**4.1 OVERALL GUIDELINES**

The Scope of Work includes but is not limited to the following:

**GROUP I - Construction, Repair, and Maintenance of Concrete Infrastructure and Miscellaneous Appurtenances**

- Demolition, disposal, and installation of concrete sidewalks, curbs and gutters, and driveway aprons.
- Demolition, disposal, and installation of cast in place pervious concrete sidewalks, parking lots, and various other installations.
- Demolition, disposal, and installation of precast pervious concrete sidewalks, parking lots, and various other installations
- Demolition, disposal, and installation of asphalt patches
- Demolition, disposal, and installation of concrete and/or brick for storm drain inlets.
- Installation of utility structures and adjustment of existing utility structures.
- 3<sup>rd</sup> party testing of materials upon request by the City.
- Restoration of areas affected by construction.
- Sediment control during any construction activities.

**GROUP II - Construction, Repair, and Maintenance of Various Types of Brick Sidewalks and Roadways**

- Demolition, disposal, maintenance, and installation of brick/paver sidewalks and roadways.
- Installation of materials to correct failing subgrade.
- Removal and Replacement of existing granite curbs.
- Repair of existing brick retaining walls.
- 3<sup>rd</sup> party testing of materials upon request by the City.
- Restoration of areas affected by construction.
- Sediment control during any construction activities.

All pay items listed are considered complete in place and the prices submitted are intended to cover all costs, direct and indirect to complete the work described, including materials, equipment, labor, supervision, and other costs necessary to complete the work.

**CONTRACT TERM**

The City will notify the Contractor when work is required. The Contractor shall respond verbally to the City within two (2) business days after notification. The City may schedule a meeting with the Contractor and City representatives to discuss the task order scope of work.

The City expects all vendors to provide year over year cost reduction recommendations.

Price decreases are acceptable at any time, need not be verifiable, and are required should the contractor/producer/processor/manufacture experience a decrease in costs associated with the execution of the contract.

Price adjustments from the contractor/producer/processor/manufacture for any/all items may be considered at renewal. The adjustment of pricing for the final three (3) renewal extension years shall be based on the Consumer Price Index (CPI) for the Washington DC Metropolitan Area. The request is subject to approval by the Director of Procurement. The request must be submitted in writing at least sixty (60) days prior to the renewal term and shall be accompanied by supporting documentation that justifies the request. The increased contract unit price shall not apply to orders received by the Contractor prior to the effective date of the approved increased contract unit price. The City 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 unit 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.). 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 12-month period immediately prior to the date of the request. The request shall be based on the CPI for all urban consumers issued for the Washington DC Metropolitan Area by the United States Department of Labor's Bureau of Labor Statistics for the specific commodity or service group being provided by the contractor under this contract.

Should the awarded vendor, 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 City.

### **ESTIMATED QUANTITIES**

Bid quantities listed in the contract bid form are estimates only. They are intended for the purpose of bid evaluation only and do not indicate the amount of work intended to be awarded to the successful bidders. The City reserves the right to add or subtract quantities as deemed necessary without affecting the unit prices. The City does not guaranty the accuracy or completeness of any of the quantities listed. The Bidder shall bid accurate and reasonable prices for the work described for each bid item and each unit price submitted shall include all incidental costs necessary to provide each item complete, in-place, including all materials, labor, supervision, appurtenances, and other incidental costs necessary to complete the work item.

### **ADDITIONAL ITEMS/DUTIES**

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

The City reserves the right to negotiate prices for additional work that might become necessary and not specifically listed in the bid document. All bid items listed are considered complete, in place and the unit prices submitted are intended to cover all materials, labor, supervision and other appurtenance necessary to complete the work.

The City reserves the right to award contracts to a maximum of three (3) lowest responsive and responsible bidders to assure an adequate labor pool to accomplish the work in an expedited manner.

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

The successful contractor(s) will receive written notice from the City upon award of the contract.

Each successful contractor will receive a written list of work to be completed. Each written notification will contain an anticipated start date and completion date. Each contractor will start work on the specified list within 10 working days of receipt of the work list. Failure to meet the specified start date and/or failure to meet the specified completion date, including restoration and cleanup, may result in liquidated damages being assessed. Liquidated damages shall be assessed at the rate

of \$400.00 per day for each workday (Monday to Friday) that the contractor fails to meet the assigned start or completion date. Time is of the essence on this contract and failure to complete the assigned tasks on time will inflict monetary damages to the City. Time extensions may be granted by the Chief of Construction Management for extenuating circumstances deemed beyond the control of the Contractor.

### **CONSTRUCTION WORK HOURS**

Generally, work is permitted between 7:00 am to 5:00 pm, Monday through Friday. Work on any street, other than secondary residential (generally 26' in width) shall be limited to 9:00 am to 4:00 pm Monday through Friday. No work shall be permitted outside these hours, or on Saturdays, Sundays or designated City observed Holidays unless written approval is obtained from the Chief of Construction Management or his designee. All work must comply with the Montgomery County Noise Ordinance. Refer to the Montgomery County Noise Ordinance; see Appendix B.

### **CONTRACT DOCUMENTS**

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

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

Any questions, requests for information or revisions to the specifications must first be reviewed and approved by the City of Rockville.

### **APPLICABLE STANDARDS**

As a minimum standard of quality workmanship, all work is to comply with the latest provisions and recommendation of the following documents in the following order of precedence.

In the event of conflict, the City's determination shall govern.

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

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

Upon issuance of the Notice to Proceed, the City may arrange a project kick-off meeting with all appropriate City staff and the Contractor. This will be an office-based meeting to review the project requirements.

The City will decide which City staff will attend. The Contractor shall arrange any pre-construction meetings required by associated permits. These pre-construction meetings can be held in person or virtually between the Contractor and appropriate City staff, including the Chief of Construction Management and the Project Inspector.

All subsequent notifications for inspection and coordination with the City and all other agencies are the responsibility of the Contractor.

### **EMERGENCY CONTACT INFORMATION**

The Contractor shall provide the names and phone numbers of three (3) representatives of the Contractor who can be reached in case of an emergency, 24-hours a day, 7-days a week. This shall be submitted to the City prior to the start of construction.

### **PUBLIC UTILITIES**

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

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

The location of existing utilities, if shown on the plans and profiles, and as located in the field, are approximate only and it shall be the Contractor's responsibility to determine the exact location of the utilities prior to commencing work in all areas of possible conflict. All test pits must be completed in coordination with the City and the affected utility companies. The existence of utilities other than those shown on the plans is not known. If, during construction operations, the Contractor should encounter additional utilities, he shall immediately notify the City and take all necessary and proper steps to protect the continuance of service of such facilities.

The Contractor shall notify the utility owner and City when previously unknown or different utilities are encountered. The Contractor shall support and protect existing utilities whether or not shown on the plans at no additional cost to the City. The Contractor shall not receive compensation for the temporary relocation of or temporary installation of utilities that are constructed for the convenience of the Contractor.

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

The Contractor shall take into consideration when preparing their bid, the costs associated with the coordination during construction with various utility companies for any relocation or installation by the utility companies which may be necessary in areas within, or adjacent to, the limits of work. No additional compensation or time extensions will be allowed the Contractor for work interruptions, changes in construction sequences, changes in methods of handling excavation and drainage, and changes in types of equipment used, made necessary by others performing work within, or adjacent to, the limits of this contract. The contract time as stated in this contract includes the time needed for utility adjustments and no extension of time will be granted for delays caused by utility adjustments.

All other expenses likely to be incurred by the Contractor as a result of working around and protecting utilities, as well as cooperating with the owners of same during the relocating of such facilities, will not be measured or compensated for under any stipulated pay item.

### **CONTACTS**

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

- City of Rockville  
City Forester  
Mrs. Paula Perez  
240-314-8705
- City of Rockville  
Chief of Construction Management  
Mr. Dan Stevens  
240-314-8552
- City of Rockville

Operations & Maintenance Superintendent

Mr. John Hollida

240 -314-8576

- City of Rockville  
Project Inspector  
Mr. Ken Brink  
240-314-8549
- City of Rockville  
Water and Sewer Utilities  
240-314-8567
- MISS UTILITY  
1-800-257-7777 or 811
- Transcontinental Gas  
410-465-0960
- Verizon  
1-855-983-1425
- Washington Gas  
844-927-4427
- Washington Suburban Sanitary Commission  
301-206-8650

For Locations of Utilities, call "MISS UTILITY", at 811, 1-800-257-7777 or <http://www.missutility.net/>

Before interfering with any utility service, the Contractor shall notify the affected utility companies and affected property owners in advance and coordinate any required service interruption with the owner and City. For any water service shutdown, the Contractor must provide at least 21 calendar days' notice such that the City can provide proper notification.

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

**PROTECTION OF WORK, PROPERTY AND PERSONS**

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

**SITE ACCESS**

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

**ACCESS TO ADJACENT PROPERTIES**

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

**ENTERING PRIVATE PROPERTY TO PERFORM WORK**

Under no circumstance is the Contractor to enter private property for any reason unless receiving expressed, written permission from the property owner and providing a copy of such to the Inspector in advance of the work.

**PRESERVATION AND RESTORATION OF PROPERTY and MONUMENTS**

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

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

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

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

#### **SITE CONDITIONS**

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

#### **CONTRACTORS STAGING AND STORAGE**

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

Provide adequate barrels, cones, lights or other necessary safety equipment to keep the staging and storage areas safe.

The City may require a sketch and brief description for approval by the Chief of Construction Management showing the location of equipment and materials, location of portable sanitary toilet, and means and methods to protect pedestrians and existing public facilities (including trees) within the areas needed for staging and storage. This sketch and/or location may have to be approved by the City Forester, if any grassed or tree areas will be utilized.

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

#### **TEMPORARY UTILITIES**

The Contractor shall pay all fees, obtain necessary permits, and have meters installed for temporary utilities as may be required for the execution of this contract.

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

### **POSTING PARKING RESTRICTION SIGNS**

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

Stakes shall be 2-inch x2-inch, four feet long, driven a minimum of one foot into the ground or until stable.

Signs must be spaced no more than 40(forty) feet apart. Where street trees exist and it is determined that their use will not damage the tree, the signs shall be placed approximately four feet above the ground. Where no street trees are available, signs must be placed on stakes provided by and installed by the Contractor. Black waterproof indelible markers shall be provided by and used by the Contractor and numbers shall be large and legible.

No special compensation shall be paid to the Contractor for the posting of the no parking signs and shall be considered incidental to the appropriate pay item.

### **LANGUAGE / MEANINGS FOR CLARITY**

The directions, instructions and requirements listed in this bid document are intended to indicate work efforts that are the direct responsibility of the bidder (contractor) to fully comply with. This responsibility is further directed to any and all suppliers, fabricators, manufacturers or other sub-contractors, who enter into agreements and / or sub-agreements with the bidder (contractor) to supply or provide any materials, services, supplies or any other work efforts under this contract.

The phrase “remove and dispose” obligates the bidder / contractor to assume possession of the specified material, remove it from the area and properly and legally dispose of it off site. Even when not specifically addressed, all waste materials shall be disposed of in this manner. All costs related to this removal and disposal shall be included in the unit prices bid for the various materials and items listed in the bid form and/or be considered incidental to all work performed and no additional compensation shall be considered by the City.

When terms such as repair, restore, replace and remove and replace are used in terms of unacceptable work, whatever the reason or cause for the rejection of the work, it shall be implicitly understood that the contractor shall perform or re-perform the work in strict compliance with the contract documents and that no additional compensation is due the contractor for such corrective work.

Unless specifically stated otherwise, all material, labor, equipment, tools, appurtenances, and incidentals necessary to perform and complete the work as specified and detailed in the Contract Documents, including all generally recognized and inherent aspects of the work shall be included in the unit price, lump sum price bid or stipulated price provided in the various pay items. When specific aspects of the work are listed and/or described in measurement and payment, it shall also be construed to be an all-inclusive list.

The words “using”, “per”, “meet”, and “meeting” when referring to a specification or procedure imply “in strict accordance with”.

### **DEFINITIONS**

**Certification**-A document which verifies that the material and/or work complies with the applicable specifications and includes the actual test results to confirm the statement. The contents of the “certification” shall be on the Contractors / suppliers / manufacturers / vendors letterhead or other approved document and shall be duly signed (and sealed when applicable) by a company officer, licensed Engineer or Architect as appropriate or required.

**Change Order** - A written document amending the Contract by adding, deleting, or modifying the Contract to include price, time, work and conditions not previously addressed within the Contract Documents. A “Proposed Change Order” (PCO) shall be signed by an officer of the Contractor and be on company letterhead or other form acceptable to the City. A “Change Order” (CO) shall be signed by an officer of the City and shall detail the required changes to the Contract. CO’s may or may not be by the consent of the Contractor but shall be legally binding to the Contractor, regardless of their consent.

**Contract Documents** – Include the written agreement executed between the Contractor and the City, covering the performance of the work and furnishing all labor, equipment, materials, etc., by which the Contractor is bound to perform the work and furnish the labor, equipment and materials, and by which the City is obligated to compensate the Contractor at the mutually established and accepted rate or price. The Contract Documents shall include the Invitation for Bid, Notice to Contractor, Instructions to Bidders, Proposal, Contract Forms and Bonds, General Provisions, Specifications, Supplemental Specifications, all Special Provisions, all technical provisions, all plans, shop drawings, submittals and Notice to Proceed. Written Approved Change Orders and Supplemental Agreements that are required to complete the work in an acceptable manner, including authorized extensions and addendum thereof.

### **CONFORMITY WITH CONTRACT REQUIREMENTS**

All work performed and all materials furnished under the Contract shall be in conformity with the Contract requirements.

If work is done, or materials are furnished that are determined to not be in conformity with the Contract requirements, the Contractor shall be directed to correct or replace the defective work at the Contractors expense.

In the event that work done or materials furnished do not technically meet contract requirements but it can be determined by the City that the work or materials can meet the need and function for which they are intended, the Chief Construction Management Division shall work with the Contractor for an equitable correction, or credit to the Contract through the Change order Process to facilitate such credit. The Change Order shall document the reasoning for accepting the diminished quality of the work.

### **AUTHORITY OF THE CHIEF OF CONSTRUCTION MANAGEMENT**

The Chief of Construction Management shall decide all questions which may arise as to the quality and acceptability of the materials furnished and the work performed and as to the rate of progress of said work, and all questions that may arise as to the interpretation of any or all Plans, details and Specifications; and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.

The Chief of Construction Management shall determine the amount and quantity of work performed and materials which are to be paid under the Contract

The Chief, Construction Management Division shall have the authority to suspend the work wholly or in part due to the failure of the Contractor to carry out provisions of the Contract.

### **AUTHORITY AND DUTIES OF THE CITY INSPECTOR**

Inspectors, both employed directly by the City and Consultant Inspectors assigned to this project under the direction of a City Inspector shall be authorized to inspect all work done and all materials furnished. Such Inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials being used or installed under this contract. The Inspector is NOT authorized to revoke, alter or waive any requirement of the Contract. Nor is the Inspector authorized to accept or approve any portion of the completed project. The inspector is authorized to call the attention of the Contractor to any failure of the work or materials to conform to the Contract. The Inspector shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by the Chief, Construction Management Division. Inspectors will perform their duties at such times and in such a manner as will not necessarily impede progress on the Contract.

The Inspector shall, at no time and in no case, act as foreman or perform other duties for the Contractor, nor interfere with the management of the work by the contractors' staff. Any advice, instruction, direction or other order which the inspector may give the Contractor shall not be construed as binding the City in any way or release the Contractor from fulfilling all the terms of the Contract.

Where there is disagreement between the Contractors staff and the Inspector, such as refusal by the Contractor to use properly approved material, performing work not in compliance with Plans and Specifications, and/or refusing to suspend work until problems at issue can be referred to and decided by the Chief, Construction Management Division, the Inspector will immediately direct the Chief, Construction Management Division's attention to the issues of disagreement. If the Contractor still refuses to make corrections, comply with or suspend work, the Chief, Construction Management Division will prepare and deliver to the Contractor, a written order (cure letter), with specific reasoning for issuing the formal stop work letter to the Contractor until specified corrective actions are taken by the Contractor. The Inspector, upon notice from the Chief, Construction Management Division that the stop-work / cure letter has been formally issued, shall not perform any inspections under the contract other than to assure that the corrective action is done in compliance with the written directives and in compliance with the contract Documents if applicable. No payment shall be made and no compensation due the Contractor for any work done under the Stop work order / cure letter. Any work on pay items performed by the Contractor during the stop-work / cure letter process will not be paid for and may be required to be removed at the Contractors expense.

### **AERIAL ELECTRIC LINES**

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

### **NOISE CONTROL MEASURES**

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

### **WATER POLLUTION CONTROL MEASURES**

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

### **AIR POLLUTION CONTROL MEASURES**

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

Burning will not be permitted.

### **ENVIRONMENTAL PROTECTION MEASURES**

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

### **EROSION AND SEDIMENT CONTROLS**

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

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

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

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

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

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

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

The Contractor shall provide shoring, bracing and cofferdams during construction as necessary to protect personnel, structures and equipment. No special payment will be made for shoring, bracing or cofferdams. The Contractor is responsible for ensuring the safety of his employees and sub-contractors, and for complying with all applicable provisions of Maryland Occupational Safety and Health Administration.

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

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

All pumps and generators utilized for bypass and dewatering operations shall be "quiet" rated with a full-load noise level of less than 63 dB at a distance of 23 feet or as approved by the Chief of Construction Management. The City may require additional measures, such as the use of straw bale baffle walls, for work approved outside of normal working hours.

Care of water during construction shall be considered incidental to the appropriate pay item.

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

Special attention must be given any existing landscape features and special care taken to protect the natural surroundings. The roots of trees or shrubbery will not be cut unnecessarily. The Contractor may be required to root prune tree roots, which

extend into grading limits and/or from trees intended to be left in an undamaged state or otherwise prevent damage to roots of trees. No road machinery of any description, which might throw off gas or smoke in such volume as to damage vegetation, shall be allowed to stand under such trees or shrubbery.

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

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

Do not attach no-parking signs to existing trees.

### **DAILY CLEAN-UP**

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

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

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

Quality control of the materials being provided and installed shall be the responsibility of the Contractor. No separate payment will be made, and the costs shall be incidental to the appropriate pay item.

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

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

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

### **Sampling and testing of Asphalt materials**

A Maryland State Highway (SHA) Certified Asphalt Plant must provide all asphalt supplied for this contract. Mix designs for the various types of material to be supplied must be submitted to the Project Inspector a minimum of 14 calendar days before beginning work. Under no circumstances will the contractor be allowed to begin supplying asphalt for this contract without the City and the Contractor having received written approval of the mix designs from the City or the City's Asphalt Testing Consultant. When requested, the Contractor shall deliver to the City Project Inspector, a box sample of the material to be supplied. Any material laid down without having a box sample delivered to the City Project Inspector, will be subject to complete removal and replacement at the Contractors expense.

### **SUBMITTALS OF MATERIALS**

The Contractor shall submit one (1) copy of all delivery tickets, any requested shop drawings, inspection, testing or certification reports, obtained approvals or permits, and other submittals required for this project to Chief of Construction Management.

### **INSPECTION AND CERTIFICATION**

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

### **INSPECTION AND REPAIRS**

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

### **CONTRACTOR'S EMPLOYEES**

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

The Contractor's employees shall conduct themselves in a professional manner. They shall minimize their impacts to the surrounding properties, including when they arrive to the site, take breaks, eat lunch and depart the site. Contractor's employees shall be respectful and polite to inquiries from residents or individuals not associated with the project. Any inquiries beyond basic information should be referred to the City. The Contractor shall inform the City of any inquiries that occur that is beyond providing basic information. For work at the City's Water Treatment Plant, employees shall wear an appropriate uniform and/or photo identification card that is to be displayed on the outer garment while the employee is on duty. The uniform and photo ID shall be provided by the contractor at the contractor's expense. This provision will be strictly enforced.

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

### **SUBCONTRACTORS**

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

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

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

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

### **CHANGES IN WORK**

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

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

### **INVOICES AND PAYMENT**

The Contractor shall submit a detailed invoice to the Chief of Construction Management (Dan Stevens listed below) for payment at the end of each month for all work completed and accepted by the City during that month. Refer to item number 75 in the General Conditions and Instructions to Bidders (Section II of this IFB)

**Dan Stevens, CCM – Chief of Construction Management**  
 Department of Public Works  
 850 Avery Road

Rockville, MD 20851  
 Telephone 240-314-8552  
 Email: [dstevens@rockvillemd.gov](mailto:dstevens@rockvillemd.gov)

**NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES**

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

**EXCEPTIONS**

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

**COMPLETE INFORMATION REQUIRED ON BID FORM**

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

**INSURANCE REQUIREMENTS**

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

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

Failure by the contractor to provide insurance shall be just cause for annulment of the award and the forfeiture of the Bid Guarantee which shall become the property of the City, not as a penalty but in liquidation of damages sustained.

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

<b>Type of Insurance</b>	<b>Amounts of Insurance</b>	<b>Endorsements and Provisions</b>
<b>3. Workers’ Compensation Employers’ Liability</b>	Bodily Injury by Accident: \$100,000 each accident  Bodily Injury by Disease: \$500,000 policy limits  Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: <i>WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement – signed and dated.</i>
<b>7. Commercial General Liability</b>  h. Bodily Injury i. Property Damage j. Contractual Liability k. Premise/Operations l. Independent Contractors m. Products/Completed Operations n. 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. <b>CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.</b>
<b>8. Automobile Liability</b>  a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. <b>Form CA20 48 02 99 form to be both signed and dated.</b>

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
9. <i>Excess/Umbrella Liability</i>	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.
10. <i>Professional Liability (if applicable)</i>	Each Occurrence/Aggregate: \$1,000,000	

**POLICY CANCELLATION**

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

**ADDITIONAL INSURED**

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

**SUBCONTRACTORS**

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

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

**COOPERATIVE PROCUREMENT**

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

**LICENSE AND SUPPORT AGREEMENTS**

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

**TECHNICAL SPECIFICATIONS**

**GROUP I - REQUIREMENTS CONTRACT FOR CONSTRUCTION, REPAIR, AND MAINTENANCE  
OF CONCRETE AND BRICK INFRASTRUCTURE AND MISCELLANEOUS APPERTENANCES**

Professional Certification. I hereby certify that these Documents were prepared or approved by me, and that I Am a duly licensed Professional Engineer under the laws Of the State of Maryland.

*Michael G. Welch* 11/17/21



License No. **22462**, Expiration date **09/17/2021**

**PROJECT DESCRIPTION**

This project provides the City of Rockville, Department of Public Works with resources to have “on-call” contractors available to perform a wide variety of construction items (listed below). The Contractor shall provide all labor, materials, equipment, supervision, traffic control, tools, appurtenances and any other ancillary items required to provide each pay item complete, in place. Other items of work often accomplished under this project include asphalt patching, repair or new installation of retaining walls, minor grading and drainage corrections, installation of storm drains and appurtenances, and small public works related construction projects too small to be efficiently bid as separate projects.

These specifications cover all work necessary to furnish each bid item as listed on the bid form. The Contractor shall provide all labor, materials, equipment, supervision, traffic control, tools, appurtenances and any other ancillary items required to provide each pay item complete, in place.

The scope of work includes but is not limited to the following:

**GROUP I - Construction, Repair, and Maintenance of Concrete Infrastructure and Miscellaneous Appurtenances**

- Demolition, disposal, and installation of concrete sidewalks, curbs and gutters, and driveway aprons.
- Demolition, disposal, and installation of cast in place pervious concrete sidewalks, parking lots, and various other installations.
- Demolition, disposal, and installation of precast pervious concrete sidewalks, parking lots, and various other installations
- Demolition, disposal, and installation of asphalt patches
- Demolition, disposal, and installation of concrete and/or brick for storm drain inlets.
- Installation of utility structures and adjustment of existing utility structures.
- 3<sup>rd</sup> party testing of materials upon request by the City.
- Restoration of areas affected by construction.
- Sediment control during any construction activities.

**GROUP II - Construction, Repair, and Maintenance of Various Types of Brick Sidewalks and Roadways**

- Demolition, disposal, maintenance, and installation of brick/paver sidewalks and roadways.
- Installation of materials to correct failing subgrade.
- Removal and Replacement of existing granite curbs.
- Repair of existing brick retaining walls.
- 3<sup>rd</sup> party testing of materials upon request by the City.
- Restoration of areas affected by construction.
- Sediment control during any construction activities.

All pay items listed are considered complete in place and the prices submitted are intended to cover all costs, direct and indirect to complete the work described, including materials, equipment, labor, supervision, and other costs necessary to complete the work.

### **1. PROJECT LOCATION**

Work under this project will take place throughout the City of Rockville within public rights-of-ways, easements and on City owned public land as required and directed by the City.

### **2. CONTROL OF PEDESTRIAN and VEHICULAR TRAFFIC**

The Contractor will provide adequate signage to direct both vehicular and pedestrian traffic safely through the work areas. The contractor will close no more than one lane of vehicular traffic and sidewalk on one side of the street at any time and will provide adequate signage to clearly identify the sidewalk as “closed” and direct pedestrians to the other side of the street or provide other safe passage as necessary.

Warning signs for vehicular traffic will warn of any lane closure ahead and of any uneven roadway surfaces.

All signage and other warning devices are considered incidental to the work and no compensation will be paid. The City will pay for the use of Variable Message Signs (VMS) when directed by the City for such use.

All work shall be accomplished in a manner to minimize obstruction to both vehicular and pedestrian traffic. When working in or near roadways, the Contractor shall abide by the conditions for construction traffic, as set forth in the Manual on Uniform Traffic Control Devices, U.S. Department of Transportation Work Zone Traffic Control and/or the City Inspector's directives. The cost of Traffic control is considered incidental to the unit prices bid. In all situations, safe conveyance of both pedestrian and vehicular traffic must be assured and in strict compliance with the MUTCD and any other directives provided by the City.

### **3. PUBLIC UTILITIES**

The Contractor's attention is directed to the requirements of the MDSHA Specifications under Sections GP 5.05, GP 7.11, and GP 7.17 regarding public utilities.

The Contractor's shall be responsible to determine the exact location of the utilities prior to commencing work in all areas of possible conflict. The existence of utilities other than those shown on the plans is not known. If during construction operations, the Contractor should encounter additional utilities, he shall immediately notify the Engineer and take all necessary and proper steps to protect the continuance of service of such facilities.

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

The Contractor is advised he is to contact Miss Utility at 800-257-7777 and City Utilities at 240-314-8566, before beginning any work. The Contractor is expected to coordinate his work with the various utility companies.

Before interrupting any utility service to individual buildings, the Contractor is to notify the affected utility companies and property owner in advance and coordinate any required service interruption with the owners and City Inspector.

### **4. TREE ROOTS**

When removing and replacing sidewalk, curb and gutter, or driveway aprons, due to root damage, all roots shall be removed by cutting with a sharp saw in a neat manner. All root removal and treatment shall be per the State Forestry Permit. The Permit will be provided by the City within 14 days of the issuance of the Notice to Proceed. Special emphasis shall be placed on the provisions stated in the permit to be issued by the Department of Natural Resources, Maryland Forest, and Park and Wildlife Service. The Department of Recreation and Parks Department personnel are empowered to enforce the conditions of the permit and will be following the process closely. The important provisions of the permit include the notification requirement and the root trimming method.

## **5. DEMOLITION AND DISPOSAL OF EXISTING MATERIALS, STRUCTURES AND DEBRIS**

Whenever directed by the City and as noted in each pay item that requires the “removal” or “demolition” of a specific item shall consist of removing and properly disposing of all debris, including but not limited to existing concrete infrastructure (curb, sidewalk, aprons, etc.), asphalt paving and curbs, pipe sections, gabion baskets, rip-rap, concrete structures, bollards, building materials, existing earth, yard debris and miscellaneous litter. All equipment, materials, and piping within the limits of the construction, designated for removal, shall become the property of the Contractor. These materials are to be disposed of legally by the contractor.

All demolition, removal, and disposal shall be performed according to all applicable Federal, State and local laws, regulations and guidelines.

When removing existing concrete, it should be removed as directed by the City Inspector. At a minimum, the existing concrete shall be saw cut at existing joints or as directed by the City Inspector, broken into pieces small enough to readily accommodate its removal **without damaging adjacent panels of concrete or asphalt**. Pieces shall be immediately placed into truck beds for removal. Broken concrete shall not be stacked or stored on City streets in any manner as to cause damage or scaring to existing adjacent surfaces.

If a joint is not available or if the joint at the removal point is a weakened plane joint with insufficient depth to provide a clean break, a saw cut will be required as directed to prevent damage to adjacent concrete. This saw cut will be considered incidental to the work. The Contractor shall take all necessary precautions to protect adjacent existing concrete and asphalt surfaces from any damage during demolition, excavation and/or removal of the existing infrastructure being removed.

The Contractor shall cut all existing asphalt and/or concrete surfaces with a power saw in such a manner as to create a tight, neat, straight water sealed joint. No “jack-hammering” or tearing of the existing surfaces will be allowed. The Contractor shall protect all adjacent surfaces as necessary.

Saw cut existing asphalt or concrete shall be to the full depth of the curb and gutter, sidewalk or pavement being cut. Water will be applied to prevent air-borne dust.

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

Perform the work in a manner that will not damage parts of the structure or facility not intended for removal. If, in the opinion of the City, the method of construction used may endanger or damage parts of the structure or affect the satisfactory operation of the facilities, promptly change the method when so notified by the City. Perform all cutting required regardless of whether such cutting is specifically indicated. Examine the existing structures and make an estimate of cutting required and other conditions to be encountered in order to accomplish the work. No blasting will be permitted.

Provide shoring and bracing during construction as necessary to protect personnel, structures and equipment. No special payment will be made for shoring and bracing. All costs shall be included with the appropriate pay item. Provide warning signs as required, for personnel and the public.

All demolition and removal of debris shall be incidental to the items of work included in the bid form. Payment will be full compensation for removal, disposal, and for all material, labor, equipment, tools, and incidentals necessary to complete the work as specified and directed.

## **6. STREET PATCHES (General)**

Steel plates shall be allowed during times of weather in which freezing temperatures (below 32-degrees) are not expected. Work done during times of expected freezing temperatures will require full backfill at the close of each workday and steel plates will not be allowed. No additional compensation shall be made to the Contractor for either situation and he shall include the cost, for same, in his unit costs for street patching.

The Contractor shall note that all utility patches made within State Highways shall comply with SHA standard detail MD 578.01 and/or as directed by the State Inspector. Utility patches made within City maintained streets shall comply with City Standard detail #60 or as directed by the City Inspector.

#### **7. PRECAST STRUCTURES**

The Contractor may substitute comparable pre-cast inlets for those specified herein, if they have been approved for use by the Montgomery County Government, the Washington Suburban Sanitary Commission or the MDSA. The Contractor shall be responsible for engineering modifications and field stakeout to piping alignments and other components if required to accommodate the pre-cast units. Support materials used under pre-cast inlets shall be compacted GAB stone. The structures must be channelized per WSSC Standards and Specifications. Prior approval of the Chief of Construction Management is required for the substitutions.

#### **8. ROADWAY EXCAVATION AND EMBANKMENT**

In general, except as otherwise noted herein, earthwork shall conform to the requirements of MDSA Specifications Category 200 entitled "Grading". All excavation is unclassified.

#### **9. ACCESS TO ADJACENT PROPERTIES**

Access must always be maintained to all properties abutting each work area. All work on or affecting private property is to be coordinated with the property owner by the Contractor.

#### **10. CONTRACTORS STAGING AREA / STOCKPILING OF MATERIAL**

The Contractor will establish temporary staging areas as approved by the City Inspector. Clean up of each staging area shall occur within 48 hours of removal of all stored materials. Contractor shall cover topsoil, stone, and aggregate stockpiles with tarps to prevent sedimentation of the street. Proper sediment control and safety measures shall be utilized at no extra compensation.

The Contractor will only stockpile material in locations as approved by the City Inspector.

#### **11. FORMING CURB RETURNS**

When using wood forms for curb returns, they must be made to accept metal joint plates or as directed by the City Inspector.

#### **12. SEALING CURB JOINTS**

All curb and gutter joints shall be sealed in the gutter portion within 24 hours after concrete placement with an approved joint sealing compound meeting ASTM D-1190 (Hot Application) or ASTM 1850 (Cold Application). Cost is considered incidental to the bid items for new concrete curb installation.

### **DESCRIPTION OF PAY ITEMS**

- A. The Contractor shall provide all labor, materials, tools, equipment, and appurtenances necessary for the completion of the pay items listed in the bid form and as further described below.
- B. The quantities listed for each pay item are based on historical data and are intended solely for bid evaluation purposes only. The City does not warrant or guaranty that all pay items will be used. The City may adjust (increase, reduce or delete) the quantity shown for each item without modification to the unit price. Payment shall only be made for items of work completed and accepted by the City.

#### **PAY ITEM NO. 1 THROUGH 4 – CONCRETE CURB AND GUTTER**

- Pay item No. 1 – **Remove, dispose and replace** existing Montgomery County Combination Concrete Curb and Gutter: Type-A (MC-100.01), Type C (MC-101.01), depressed curb (MC-102.01) and Type-F (MC104.01)
- Pay Item No. 2 - **Remove and dispose** existing Montgomery County Combination Concrete Curb and Gutter (all types)
- Pay item No. 3 – **Furnish and Install** new Montgomery County Combination Concrete Curb and Gutter: Type-A (MC-100.01), Type C (MC-101.01), depressed curb (MC-102.01) and Type-F (MC104.01)
- Pay item No. 4 – **Furnish and Install** new MDSA Standard 620-02 Type A concrete curb and gutter (8-inch face)

Contractor shall furnish all materials and perform all work necessary, including excavation, grading, disposal of excavated material, setting forms, placement of concrete, finishing, curing, removal of forms, backfill, final grading, topsoil and grass restoration to remove, and/or replace and/or install new concrete curb and gutter when directed by the City Inspector. All construction shall be as directed by the City. Refer to Maryland Department of Transportation, State Highway Administration, Standard Specifications for Construction and Materials, latest edition and any addenda thereto, Sections 206 for removal of existing curb and gutter and Sections 602.02 and 602.03.01 for materials and construction of curb and gutter. **All new curb and gutter shall be MDSHA Mix No. 6**

These several items will be measured and shall be paid for at the Contract unit price bid per Linear Foot (LF) for the bid items No. 1 thru No. 4 for the various conditions described in the bid form. Work shall include construction of new concrete curb and gutter, curb cuts, materials, labor, equipment, tools, and other incidentals to complete this work.

**PAY ITEM NO. 5 AND 6 - STANDARD ASPHALT CURB**

- Pay item No. 5 – Remove and dispose of existing standard asphalt curb
- Pay item No. 6 – Furnish and install new standard asphalt curb, Standard MD 615.01, and refer to Maryland Department of Transportation, State Highway Administration, Standard Specifications for Construction and Materials, latest edition and any addenda thereto, Section 602.03.02 HMA Curb.

**PAY ITEM NO. 7 – CONCRETE MEDIANS**

Furnish and install new monolithic concrete medians where directed. Medians shall be MDSHA Std. MD645.02. Height and width will vary. Price bid will include saw cutting existing surfaces, excavation, disposal of spoils, installation, finishing, curing, removal of forms and all restoration of existing adjoining surfaces. **Concrete to be MDSHA Mix No. 6**

**PAY ITEM NO. 8 THROUGH 11 – CONCRETE SIDEWALK**

- Pay item No. 8 – Remove, dispose and replace Montgomery Co. Std. MC 110.01 concrete sidewalk 4-inch thick, width varies
- Pay item No. 9 – Remove and dispose existing Montgomery Co Std. MC 110.01 concrete sidewalk, 4-inch thick, width varies
- Pay item No. 10 – Furnish and install new Montgomery Co. Std. MC 110.01 concrete sidewalk, 4-inch thick, width varies
- Pay item No. 11 – Remove and dispose of existing asphalt sidewalks and paths, maximum 6-inch thick, width varies.

Contractor shall furnish all materials and perform all work necessary, including excavation, grading, disposal of excavated material, setting forms, placement of concrete, finishing, curing, removal of forms, backfill and final grading, topsoil and grass restoration to remove and/or replace existing concrete sidewalk or install new concrete sidewalk as indicated by the City Inspector. Removal of existing sidewalk damaged during construction as directed by the City is considered incidental to replace existing concrete sidewalk. All construction shall be as directed by the City. Refer to Montgomery County Standard No. MC-110.01 and Maryland Department of Transportation, State Highway Administration, Standard Specifications for Construction and Materials, latest edition and any addenda thereto, Section 206 for removal of existing sidewalks and Sections 603.02 and 603.03.01 for materials and construction of concrete sidewalks. **All new concrete sidewalk installed shall be MDSHA Mix No. 6.**

These items will be measured and shall be paid for at the Contract unit price bid per Square Yard (SY) for the bid items No. 8 thru No. 11 for the various items of work listed in each bid line item. Work shall include the possible removal of existing concrete sidewalk, Excavation of existing materials where no sidewalk currently exists, construction of new sidewalk, all materials, labor, equipment, tools, and other incidentals to complete this work.

**PAY ITEM NO. 12 – FURNISH AND INSTALL DETECTABLE WARNING STRIPS (ARMOR-TILE) TACTILE SYSTEM**

Furnish and install Armor-Tile Tactile warning system plates on new curb ramps for ADA compliance. Payment is by square foot (S. F.) Cost of the concrete ramp and wings is paid under pay items No. 8 and No. 10 above.

**PAY ITEM NO. 13 GRIND CONCRETE TRIP HAZARDS**

Furnish all equipment, tools, labor to grind concrete sidewalk trip hazards to accomplish ADA compliance. Finished surface must be a uniform, smooth, even finished plane and at a grade not to exceed 8% in longitudinal slope. Contractor has the option of using a diamond toothed grinder or a diamond bladed concrete saw.

Apply water to the existing concrete surface to eliminate airborne dust. Remove all residue from the finished operation.

Trip hazards with differential heights between panels greater than 1-1/2-inches in height will not be ground and will be subject to full removal and replacement under Pay item No. 8.

Measurement for payment will be by the foot width of each trip hazard ground.

#### **PAY ITEM NO. 14 THROUGH 19 - DRIVEWAY APRONS**

- Pay item No. 14 – Remove and dispose of existing 7-inch thick residential driveway apron.
- Pay item No. 15 – Removal and disposal of existing 9-inch thick commercial driveway apron.
- Pay item No. 16 – Remove, dispose and replace existing 7-inch thick residential driveway apron.
- Pay item No. 17 – Removal, disposal and replace existing 9-inch thick commercial driveway apron.
- Pay item No. 18 – Furnish and install new 7-inch thick residential driveway apron.
- Pay item No. 19 – Furnish and install new 9-inch thick commercial driveway apron.

Contractor shall furnish all materials and perform all work necessary, including excavation, grading, disposal of excavated material, setting forms, placement of concrete, finishing, curing, removal of forms, backfill and final grading, topsoil and grass restoration to remove and/or replace existing concrete driveway aprons or install new concrete driveway aprons as indicated by the City Inspector. Any adjacent infrastructure damaged by the removal/replacement under these items will be incidental to the bid price of the appropriate item and done at the expense of the Contractor. Refer to City of Rockville Standard Details CM-1.1 and 1.2; CM-2.1 and 2.2 for commercial (9-inch thick) aprons; SF-1.1 and 1.2; SF2.1 and 2.2 for residential (7-inch) aprons. **All new concrete aprons installed shall be MDSA Mix No. 6.**

#### **PAY ITEM NO. 20 THROUGH 23 – CAST IN PLACE PERVIOUS CONCRETE**

- Pay item No. 20 – Remove, dispose, and replace 4” pervious concrete
- Pay item No. 21 – Furnish and install new 4” pervious concrete
- Pay item No. 22 – Remove, dispose, and replace 7” pervious concrete
- Pay item No. 23 – Furnish and install new 7” pervious concrete

Contractor shall furnish and install pervious concrete in accordance with the most recent accessibility guidelines of the Americans with Disabilities Act (ADA) as specified in the Contract Documents or as directed by the City at the contract unit price per square yard (S.Y.) for the bid items No. 20 thru No. 23 for the various items of work listed in each bid line item. Payment shall include all pervious concrete, filter fabric, excavation, backfill, disposal of excess or unsuitable material, forms, reinforcement when specified, joints, sealer, compaction, curing, finishing, and for all material, labor, equipment, tools, and incidentals necessary to complete the work.

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

Aggregate base shall be specified on the plans and in Section 901 of the MSHA Standard Specifications. Portland Cement Concrete and Related Products shall be as specified in Section 902 of the MSHA Standard Specifications. Pervious Concrete sidewalk shall be in accordance with SHA Mix “PC”, and check dam concrete shall be in accordance with SHA Mix 3. Pervious Concrete shall have a void content of 17% to 23% and shall have a density of 100 to 125 lbs/ft<sup>3</sup>. The pervious concrete mix submittal should document the density of the pervious concrete relative to the void content that complies with the specified requirements. The void content and the density will be verified in the field in accordance with ASTM C 1688: Standard Test Method for Density and Void Content of Freshly Mixed Pervious Concrete. Construction shall be in accordance with Section 603.03 of the MSHA Standard Specifications, and the following:

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

#### **PAY ITEM NO. 24 – REMOVE AND DISPOSE OF EXISTING ASPHALT ROADWAY**

This item is intended to be used at the direction of the City inspector. This item is not to be combined with asphalt patching items where removal of the existing asphalt is already included in that unit price. This item includes the complete removal and disposal of the complete roadway, including all surface course, base courses and compacted subgrade. This item includes all backfill with earth, topsoil, grading, compaction, and seed restoration. Payment is by the cubic yard (C. Y.)

#### **PAY ITEM NO. 25 - SAW CUTTING**

In general, all saw cutting is considered incidental to the many removal and demolition items listed in the bid form. This bid item for saw cutting existing asphalt and/or concrete shall be used at the sole discretion of the City and will be paid for only when approved in advance, in writing by the City.

The work will include cutting to the full depth of the concrete or asphalt being removed. Saw cutting will only be paid when specifically directed by the City Inspector. All saw cutting required for normal removal of existing infrastructure is considered incidental to the unit price bid for removal and replacement of each item. Payment is by the linear foot (L. F.)

#### **PAY ITEM NO. 26 – STORM DRAIN INLET TOPS**

Remove, dispose and replace existing reinforced concrete storm drain tops (primarily Type A and COG style inlets where the existing construction is brick walled with a poured in place or precast top slab only. Payment is by the square yard (S. Y.)

Payment includes replacing the re-bar, the front-face angle iron, access frame and cover, and painting all exposed metal surfaces, after proper preparation, with 2 coats of Rustoleum High Performance Enamel Paint, color to be "Light Machine Gray"

#### **PAY ITEM NO. 27 – EXISTING INLET THROATS**

Remove, dispose and replace existing concrete gutter throats complete, in-place, including top-slab supports. Payment is by the Linear Foot (L. F.)

**PAY ITEM NO. 28 THROUGH 31 – HOT MIX ASPHALT PATCHES**

Hot Mix Asphalt (HMA) patching shall be paid for at the unit prices bid for the following line items:

- Pay item No. 28 - Furnish and install HMA **base** mix (MDSHA Superpave 25mm, PG64-22, Level 2) for small patches by hand for both partial depth patches (PDP) and full depth patches (FDP)
- Pay item No. 29 - Furnish and install HMA **surface** mix (MDSHA Superpave 12.5mm, PG64-22, Level 2) for small patches by hand for both partial depth patches (PDP) and full depth patches (FDP)
- Pay item No. 30 - Furnish and install HMA **base** mix (MDSHA Superpave 25mm, PG64-22, Level 2) for small patches by machine for both partial depth patches (PDP) and full depth patches (FDP)
- Pay item No. 31 - Furnish and install HMA **surface** mix (MDSHA Superpave 12.5mm, PG64-22, Level 2) for small patches by machine for both partial depth patches (PDP) and full depth patches (FDP)

For all project locations, if existing paving is damaged by the construction activity, the full depth patch (surface and base course asphalt) shall extend over to the damaged area.

All materials shall conform to the Maryland Department of Transportation, State Highway Administration, Standard Specifications for Construction and Materials, dated July 2020, and any addenda thereto (hereafter referred to as SHA Standard Specifications).

- Tack Coat – Section 904
- Aggregate – Section 901, Table 901C and 901D for HMA
- Hot Mix Asphalt (HMA) – Section 904
- Crack Filler – Section 911.01
- Production Plant – Section 915

The existing asphalt pavement shall be removed to the full depth and the full perimeter of the designated area as marked by the City Inspector. The existing paving shall be cut by means of a perpendicular saw cut or other acceptable method as approved by the City Inspector. The area removed shall be neatly and squarely removed with no ragged edges or damage done to the surrounding asphalt areas. All saw cutting and demolition work will be incidental to the unit price bid for the HMA patch items.

**Weather Restrictions:** Refer to SHA Standard Specs. Section 504.03.02

**Subgrade Preparation:** The City Inspector shall evaluate the existing subgrade to determine if it is suitable as a foundation for the patch. If it is determined to be suitable but unstable, it shall be compacted as specified in SHA Standard Spec. Section 501.03.10 to the satisfaction of the City. If it is determined to be unsuitable, it shall be removed and replaced with aggregate base conforming to SHA Standard Spec. Section 501. The replacement aggregate material shall be compacted in layers of 4-inches maximum depth each layer. At the contractor's option, HMA may be substituted for graded aggregate base. The Contractor shall haul the existing asphalt material that is removed away from the repair site immediately.

Protection of the subgrade after preparation shall be the responsibility of the Contractor. No payment will be made for removal and replacement of subgrade that was not protected properly.

**Emergency Filler:** The Contractor shall have readily available enough graded aggregate to completely fill the void of the repair area. The material shall be subject to the approval of the City Inspector and shall be placed and compacted in the void. The material shall be removed immediately prior to placement of the HMA.

**Patch Construction:** Prior to placing the HMA, the exposed vertical surface of all adjacent pavement shall be thoroughly cleaned, and tack coated in conformance with SHA Standard Spec. Section 504.03.04. HMA shall be placed in lifts not exceeding three (3) inches each. The HMA shall be placed and spread by shovel, rake or other method as approved by the City Inspector. The finished surface of the HMA patch material shall match the existing grade of the surrounding roadway surface. HMA shall not be placed on frozen subgrade.

Hot mix asphalt patches shall be measured and paid for at the Contract unit price per Ton for all material installed and accepted by the City Inspector. Waste material and material rejected by the City inspector will not be paid for. All payments will be verified by delivery tickets signed by the city inspector and retained by the inspector for payment reference. Payment will be full compensation for all material, labor, equipment, tools and incidental items necessary to complete the work.

**PAY ITEM NO. 32 – GRADED AGGREGATE BASE (GAB)**

Furnish, install and compact graded aggregate base (GAB) in trenches and patches as directed. Includes all excavation, excess material disposal off site, compaction, etc. Payment is by delivery tickets signed and accepted by the City Inspector. Payment is by the TON.

**PAY ITEM NO. 33 – HMA FOR PATHWAYS**

Furnish and install hot mixed asphalt (HMA) for pathways. 2-inch asphalt surface mix 9.5mm and 4-inch 25mm base mix, compacted in place. Excavation and grading not included. Payment is by delivery tickets signed and accepted by the City Inspector. Payment is by the TON.

**PAY ITEM NO. 34 – RESTORATION (WHEN DIRECTED) – SOD INSTALLATION**

In general, all restoration shall be incidental to the unit price bid for the various pay items listed in the bid form.

Sod shall be installed from March 1 to May 31 and from September 1 to November 15 only. Do not place sod on frozen subgrade.

Sod shall be machine cut, with a uniform thickness of from ¾-inch +/- ¼-inch, excluding top growth and thatch. Sod shall be strong enough to support its own weight when lifted by ends. Sod type should match existing grass growth.

Loosen subsoil to a depth of 6-inches. Remove objectionable material such as stones, clods, brush, roots and trash from the top 4-inches of soil. Screened topsoil may be placed at the sole discretion of the City Inspector. Screened topsoil, when directed by the City, will be installed and paid under Pay Item #32.

Sod should be delivered within 24-hours of cutting and installed within 36 hours of cutting. Place sod panels in neat rows, stagger joints and generally place along the contour.

Contractor will water sod as needed to assure its viability

Sod placed under this pay item shall be at the written direction of the City. Sod placed by the contractor at their convenience will be considered incidental to the work. Furnish and install sod, complete, in-place, per WSSC Specification section 02920. Payment per square yard (S. Y.)

**PAY ITEM NO. 35 - RESTORATION (WHEN DIRECTED) -GRASS SEED MIX**

In general, all restoration shall be incidental to the unit cost bid for the various pay items listed in the bid form. This pay item is to be used only at the direction of the City Inspector and only when authorized in advance in writing.

The following specification applies to all seeding restoration, whether incidental or as directed by the City.

The Contractor shall furnish all labor, equipment, supervision and materials necessary for restoring and seeding disturbed areas as directed by the City Inspector. All ruts and disturbed area shall be filled in and property graded, seeded and mulched.

**Permanent seed mix shall meet the MDSHA requirements for Turfgrass, section 705 Standard Specifications for Construction and Materials**

All seed is to be certified. The seed shall be applied at a rate of 10-lbs. minimum per 1000 square feet. All seed shall have a minimum purity of 95%, minimum germination of 90%. A maximum other crop content of 0.1 % and maximum weed content of 0.1 %.

The City reserves the right to have the existing or placed topsoil tested for soil amendments as necessary or needed. In lieu of soils testing, Organic Fertilizer (5-3-4) shall be applied at the rate of 1 lb. Per 50 sq. ft.

**Seed bed preparation must be accomplished by either manual or mechanical means. Loosen all soil to a depth of 3-inches and remove all stone and rock greater than ¾-inch in diameter. Seed must be evenly distributed and to a depth of no more than ¼-inch.** Screened topsoil may be placed at the sole discretion of the City Inspector. Screened topsoil, when directed by the City, will be installed and paid under Pay Item #30.

**The organic fertilizer** must be 100% organic based fertilizer, free of synthetic materials. The fertilizer must be derived of fish by-products, cottonseed meal, alfalfa meal, feather meal, rock phosphate, kelp meal, cocoa meal, blood meal, dried whey, natural nitrate of soda, natural sulfate of potash, and magnesium sulfate.

**Guaranteed Analysis:**

Total Nitrogen (N)	5.0%
Water Soluble Nitrogen	1.5%
Water Insoluble Nitrogen	3.5%
Available Phosphate (P2O2)	3.0%
Soluble Potash (K2O)	4.0%

The fertilizer must be granular, free flowing and suitable for application with approved equipment. Fertilizer must be delivered to the site, fully labeled in accordance with Maryland State Law and must bear the name, trade-mark or trade name and warranty of the producer. Fertilizer application shall be an incidental cost to the unit pricing for the various seed mix applications.

**Soil Stabilization (Mulch) matting** shall be Curlex Net Free 0.50 lbs./s.y. Soil Stabilization Matting must be bio-degradable within 12 months and placed and “pinned” immediately after placement of the seed but in no case, more than 24 hours after seed placement. Matting and pinning shall be incidental to the cost of the seed bid item.

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

Any areas outside the specified work areas, where the vegetation has been accidentally destroyed and/or the ground disturbed by the Contractor (tire ruts and more), shall be restored by the Contractor as described above at the Contractor’s expense.

**PAY ITEM NO. 36 – SCREENED TOPSOIL**

Furnish and install screened, natural topsoil, including all sub-grade preparation, placement, spreading, surface preparation in accordance with MDSHA specifications, section 701 and section 920.01.02 or as directed. Payment is by delivery tickets signed and accepted by the City Inspector. Payment is by the TON.

**PAY ITEM NO. 37 – SELECT BORROW BACKFILL**

Furnish and install select borrow backfill, including compaction, per MDSHA Specifications. Minimum 105 pcf unit weight required. Payment is by delivery tickets signed and accepted by the City Inspector. Payment is by the TON.

**PAY ITEM NO. 38 – MDSHA PORTLAND CEMENT CONCRETE PAVING**

Furnish and install Portland Cement Concrete Paving (minimum 9-inch thick). Includes all excavation, reinforcing steel, tie bars, all labor and materials. Installation as per MDSHA Standard Specifications. Payment is by Cubic Yard (C. Y.)

**PAY ITEM NO. 39 – BRICK CHANNELS IN MANHOLES and INLETS**

Remove, dispose and replace existing masonry brick channels in existing inlets and manholes. Complete in-place. Payment is by the cubic foot (C. F.)

**PAY ITEM NO. 40 – EXISTING BRICK RETAINING WALLS**

Remove, dispose and replace existing brick on retaining walls. This item is generally used to make minor, small area repairs to existing walls. New retaining walls are generally unit block masonry walls as noted below. Large scale replacement of existing brick walls will be negotiated based on existing conditions. Price per square foot per exposed face (S. F. F.)

**PAY ITEM NO. 41 – MASONRY UNIT BLOCK RETAINING WALLS**

Furnish and install masonry unit block retaining wall system. Including all excavation, filter cloth, aggregate base, leveling course, ties, reinforcing, aggregate backfill. Installation per manufacturers installation requirements. Maximum height of 4-foot. Block to be "keystone, standard unit, straight face, buff color. Additional details in appendix. Payment is by square foot / vertical wall face.

**PAY ITEM NO. 42 – STANDARD GABION BASKETS**

Work consists of all labor, materials, equipment, and services necessary for and incidental to replacing existing gabion baskets or the installation of new baskets as directed by in the field by the City. Refer to the Maryland Department of Transportation, State Highway Administration, Standard Specifications for Construction and Materials, latest edition, and any addenda thereto, Section 313.03.

**MATERIALS**

- **Stone** – Gabion stone shall be as specified to meet the requirements of MSHA Section 901.05
- **Wire** – The wire shall have a minimum tensile strength of 75,000 psi when tested as specified in ASTM A641. All wire sizes and mesh spacing shall be as recommended by the manufacturer. Tie and connecting wire shall also conform to this Specification.
  - Stainless steel rings fasteners may be used instead of, or to complement standard lacing wire. Stainless steel rings for PVC coated wire mesh shall be in accordance with ASTM A975 section 6.3. The spacing of rings shall be in accordance with ASTM A975 Table 2, Panel to Panel Connection, Pull-Apart Resistance. Ring fastener spacing shall not exceed 6 inches. The ring diameter shall be 0.118 inches.
  - Galvanized coating for fabric, ties and connecting wire shall as specified in ASTM A975 and shall comply with Style 3 Coating, Galvanized and PVC Coated Steel Wire.
  - Polyvinyl Chloride (PVC) Coating for Gabions. PVC coating for fabric, ties and connecting wires for gabions shall conform to Federal Standard 595, gray color No. 26440.

Remove any loose material from within broken or undercut gabion baskets. Carefully excavate around footer stones removing loose or protruding material. Do not attempt to remove rocks already wedged in place. Base stone shall be packed tightly under gabion baskets creating a secure and even footer. All base stone shall be chinked to reduce voids.

Broken or collapsing baskets will be removed and replaced with new PVC coated wire baskets. Missing or loose stone within baskets will be replaced or resituated to insure a uniform surface free of bulges.

This item will be measured and paid for at the Contract unit price per Cubic Yard (C. Y.) of new baskets installed. The payment will be full compensation for all wire mesh, lacing wire and fasteners, gabion stone, disposal of removed baskets and excess material, and any other material, labor, equipment, tools and incidentals necessary to complete the work.

**PAY ITEM NO. 43 – FURNISH AND INSTALL MDSHA #57 STONE**

Furnish and install MDSHA #57 aggregate for subgrades and / or backfill as directed. Price includes all excavation and off-site disposal of excess and waste material. Price is per Ton.

**PAY ITEM NO. 44 – FURNISH AND INSTALL #2 STONE**

Furnish and install #2 aggregate, as defined by ASTM C33, for subgrades and / or backfill as directed. Price includes all excavation and off-site disposal of excess and waste material. Price is per Ton.

**PAY ITEM NO. 45 – VARIABLE MESSAGE SIGN (VMS)**

Provide Variable Message Sign (VMS) including delivery, set-up, programming, maintenance, appurtenances, continuous daily 24-hour operation and removal. Each VMS will be a solar powered, 3-line message face, full sized, trailer mounted. Payment is each/per day.

**PAY ITEM NO. 46 – MISCELANEOUS UNCLASSIFIED EARTH EXCAVATION (ROCK EXCAV. IN STIPULATED ITEMS)**

Miscellaneous unclassified earth excavation, including stockpiling on-site, reuse and disposal of excess material. Payment is by the Cubic yard (C.Y.)

**\*STIPULATED CONTINGENT PAY ITEMS\* (do not provide pricing)**

Items below are designated as Stipulated and Contingent pay items on the bid proposal form and are marked with an asterisk (\*). The quantity may be increased, decreased or not used in its entirety at the sole discretion of the City. The contractor hereby accepts the unit prices stipulated by the City and included on the bid form with the submittal of the bid.

**PAY ITEM NO. 47\* – HMA SPEED HUMP CONSTRUCTION**

Install asphalt speed hump as per Montgomery County detail provided in Appendix A. Cost to include all materials, equipment, tools, stripping, grinding of existing asphalt surface and compaction. Cost is at the stipulated price per TON.

**PAY ITEM NO. 48\* – VERTICALLY ADJUST SEWER MANHOLE FRAME and COVER**

Vertically adjust (raise) existing sewer manhole frame and cover up to 4 –inches vertically as per City of Rockville standard detail SM-1 (see appendix A). Including all labor and materials (not including asphalt). Payment is for each adjustment at the stipulated price.

**PAY ITEM NO. 49\* – VERTICALLY ADJUST WATER VALVE BOX TOP FRAME and COVER**

Vertically adjust (raise) existing water valve box top frame and cover, up to 4-inches vertically as per City of Rockville standard detail WV-1 (see appendix A) Includes all labor and materials (not including asphalt). Payment is for each adjustment at the stipulated price.

**PAY ITEM NO. 50\* – VERTICALLY ADJUST WATER METER CROCK**

Vertically adjust (raise) existing water meter crock (not adjusting water meter, only the crock) up to 6-inches vertically. Includes all excavation, labor, materials necessary to adjust frame and cover to final grade. Payment is for each adjustment at the stipulated price.

**PAY ITEM NO. 51\* – VERTICALLY ADJUST SANITARY SEWER CLEAN-OUT**

Vertically adjust (raise) existing sanitary sewer clean-outs on residential properties up to 6-inches vertically to reset cleanout tops to new finished grades. Payment is for each cleanout at the stipulated price.

**PAY ITEM NO. 52\* - FURNISH AND INSTALL 4’ INSIDE DIMENSIONED TYPE “B” MANHOLE (MONTGOMERY CO. DESIGN STANDARD 515.01)**

Install 48” inside dimensioned Storm drain Manhole per the Montgomery County Book of Design Standards February 2001.

Refer Montgomery County Book of Design Standards Latest Version, Standard No. MC-515.01, “B” Manhole.

Refer to these specifications and MSHA “Standard Specifications for Construction and Materials” Latest Version, Section 301 — Class 3 Excavation for Incidental Construction, AND Section 302 — Selected Backfill

**This item will be measured and shall be paid for at the STIPULATED unit price per vertical foot of manhole required. Measurement shall be from one (1) foot below the lowest invert pipe elevation to the top finished grade of the frame and cover. The payment will be full compensation for complete installation of Manhole, including all materials, excavation and backfill, labor, equipment, tools, and other incidentals to complete this work.**

**PAY ITEM NO. 53\* – STANDARD TYPE-C CONCRETE HEADWALL (MSHA STANDARD NO. MD-354.01)**

Provide and install or construct Standard MSHA Type-C Concrete headwall as directed by the City at the Stipulated Unit Price per Cubic yard of concrete required. Price includes re-bar. Contractor has the option to cast-in-place or provide pre-cast headwall.

Refer to these specifications and MSHA “Standard Specifications for Construction and Materials” Latest Version, Section 301 — Class 3 Excavation for Incidental Construction, Section 302 — Selected Backfill, Section 305 — Miscellaneous Structures.

This item will be measured and paid for at the Stipulated Contract unit price per cubic yard of concrete required for the appropriate pipe size. Excess concrete will not be counted. The payment will be full compensation for complete installation of the concrete headwall, including all excavation, backfill, materials, labor, equipment, tools, and other incidentals to complete this work.

**PAY ITEM NO. 54\* thru 57\* - STORMDRAIN INLETS (MDSHA DESIGN STANDARDS MD 374.04)**

Install Storm-drain Inlets at the stipulated unit prices and as directed by the City per the MDSHA Standard drawings listed and per the MDSHA Standard Specifications for Construction and Materials dated July 2008.

- Pay item 54\*, MDSHA Standard No. MD-347.04, Standard WR Inlet (max 6-foot depth)
- Pay item 55\*, MDSHA Standard No. MD-374.31, Standard COG Inlet w/ 5-foot throat (max 6-foot depth)
- Pay item 56\*, MDSHA Standard No. MD-374.41, Standard COS Inlet w/ 5-foot throat (max 6-foot depth)
- Pay item 57\*, MDSHA Standard No. MD-378.11, Standard Type-K inlet w/ grate (max 4-foot depth)

Refer to these specifications and MSHA “Standard Specifications for Construction and Materials” Latest Version, Section 301 — Class 3 Excavation for Incidental Construction and Section 302 — Selected Backfill

**These items will be measured and shall be paid for at the Stipulated Contract unit price per each (EA) for the above referenced line items for the type of inlet installed. The payment will be full compensation for complete installation of the inlet, including all materials, excavation and backfill, labor, equipment, tools, and other incidentals to complete this work. Measurement will be from the bottom of the inlet base to the top of the inlet Frame and Cover or grate.**

**PAY ITEM NO. 58\* – WSSC STANDARD FIELD CONNECTION**

Construct standard WSSC field connection, up to 21-inch diameter RCP, in place, including excavation and backfill at the stipulated lump sum price for each connection.

**PAY ITEM NO. 59\* – CONSTRUCT STANDARD CONCRETE STAIRWAY**

Construct standard concrete stairway per MDSHA detail 657.00, including re-bar at the stipulated unit price per cubic foot (C. F.)

**PAY ITEM NO. 60\* thru 63\* FURNISH AND INSTALL CLASS IV REINFORCED CONCRETE PIPE (RCP)**

Furnish and install Class IV Reinforced Concrete Pipe (RCP) as directed by the City at the Stipulated Unit price per Linear Foot (L. F.) for the diameters listed:

- Pay Item No 60\*, 15-inch diameter
- Pay item No. 61\*, 18-inch diameter
- Pay item No. 62\*, 21-inch diameter
- Pay Item No. 63\*, 24-inch diameter

Joints shall be tongue and groove and shall be rubber gasketed. Joints shall be wiped with mortar. Mortar shall be applied to the outside of all pipe joints. Install pipe collar as specified on the Approved Plans.

Refer to MSHA “Standard Specifications for Construction and Materials” Latest Version, Section 303 — Pipe Culverts, Section 301 — Class 3 Excavation for Incidental Construction, and Section 302 — Selected Backfill

This item will be measured and paid for at the Stipulated Contract unit price per Linear Foot (LF) for the size of pipe required. The payment will be full compensation for complete installation, including all excavation, backfill, materials, labor, equipment, tools, and other incidentals to complete this work.

**PAY ITEM NO. 64\* – ROCK EXCAVATION**

Used only at the City Inspectors direction. Rock that is too dense to be removed with normal construction equipment shall be paid for at the stipulated unit price per cubic yard (C. Y.)

**PAY ITEM NO. 65\* – MISCELANEOUS HAND EXCAVATION AS DIRECTED (TEST PITS)**

This item is intended only for situations where the City Inspector directs the contractor to perform hand excavation only. Methods shall be as specified by Maryland Department of Transportation, State Highway Administration, and Standard Specifications for Construction and Materials latest addition and any addenda thereto, Section 205 Test Pit Excavation. All test pit locations must be approved by the City prior to initiation. Test Pits at the Contractors discretion and as part of the Contractors normal safety compliance and good work practices are encouraged but are not compensated for under this pay item and are considered incidental to the work being performed.

This item shall be measured and paid for at the Stipulated Contract unit price per Cubic Foot (C. F.) for “Miscellaneous hand excavation”. Payment will be full compensation for all material, labor, equipment, tools and incidental items necessary to complete the work.

**PAY ITEM NO. 66\* – COLD PATCH (TEMPORARY PATCHING)**

Provide and install for temporary patching at the sole direction of the City Inspector, High-Performance Asphaltic Cold Patch in compliance with Manufacturers’ directions. Material shall be appropriate for use in all weather conditions. Payment is at the stipulated unit price per ton.

**PAY ITEM NO. 67\* AND 68\* - SEDIMENT CONTROL**

- Pay item No. 67\*- Furnish, install and maintain “gutter buddy” as manufactured by ACF Environmental or approved equal inlet protection per manufactures specifications and details.
- Pay item No. 68\* – Furnish and install silt fence as specified and detailed on WSSC detail SC-1.0 (entrenched)

For most work under this contract, sediment control measures will be required only where directed by the City Inspector. The Contractor shall provide sediment control measures, such as silt fence or inlet protection, including maintaining all controls and removal following completion of the work at the Stipulated unit price shown on the bid form. The Contractor shall be responsible for notifying the City Inspector prior to removing sediment control facilities and under no circumstance shall any sediment control be removed without written approval from the City Inspector.

All sediment control measures shall conform to 2011 Maryland Standards and Specifications for Soil and Sediment Control

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

When directed in the field by the Inspector, the Contractor shall be required to make adjustments in location and/or increase or decrease quantities of sediment control measures and provide temporary stabilization measures as directed. Payment for same shall be included in the unit price bid for each sediment control item.

**PAY ITEM NO. 69\* – TEMPORARY TREE PROTECTION/HIGH VISIBILITY FENCING**

When directed by the City Inspector, install protective fencing as described herein. Furnish, install, maintain, and remove tree protection fence and pedestrian fence as directed by the City, including City Forestry Inspector. Temporary protective fencing installed by the contractor for the contractor’s own purposes, such as protection of the work area for pedestrians and for the contractor’s normal convenience and safety protocols is incidental to the various unit prices bid.

***MATERIALS***

- Steel posts shall be conventional “T” or U Channel, 6’ length or
- Wood Posts, 2”x2”x6’
- Fence Fabric will be international orange, high density polyethylene diamond mesh with a maximum width opening of 1-1/2 inches. Mesh will be 4-feet in height with a roll weight of 20 lbs. per roll for a 50-foot roll.
- Ties – Tension wire or rope

This item will be measured and shall be paid for at the Stipulated Contract unit price per linear foot (LF) for the bid item “Temporary Tree Protection/High Visibility Fencing.” The payment will be full compensation for furnishing, placing, maintaining and removal upon completion of the protective fence including all materials, labor, equipment, tools and other incidentals necessary to complete the work.

**PAY ITEM NO. 70\* - PRESSURE INJECTED EPOXY CRACK REPAIR**

Epoxy injection is limited to cracks with a maximum width of ¼-inch and shall include the furnishing and placing of an epoxy crack sealer injected under pressure at locations as directed by the City Inspector. The epoxy resin shall comply with MDSHA Specifications section 921.04, C-881, type 1. Epoxy shall be placed when ambient and surface temperatures are 50 degrees or warmer. Epoxy shall be installed in accordance with the manufacturers’ recommendations. The epoxy injection equipment shall be a positive displacement pump system.

Payment is by the linear Foot (L. F.)

**PAY ITEM NO. 71\* - TROWEL GRADED MORTAR REPAIRS**

Provide and install fiber reinforced mortar at a consistency to allow placement by trowel and designed for overhead use. Use Type II Portland cement meeting MDSHA Section 902.03. Use fine aggregate meeting the Fine Aggregate-Portland Cement Concrete requirements of MDSHA Section 901.01. Applied mortar must have a 28-day compressive strength of from 4,500 to 9,000 PSI. Color shall match existing surface.

- Construction shall be as noted in MDSHA Section 423.03
- Synthetic Fibers shall comply with MDSHA Section 902.06.06
- Curing Materials shall comply with MDSHA Section 902.07
- Mortar for Grout shall comply with MDSHA Section 902.11 (a) or (b)
- Reinforcement (when required) shall comply with MDSHA Section 908.01, 908.02 and 908.08
- Water shall comply with MDSHA Section 921.01

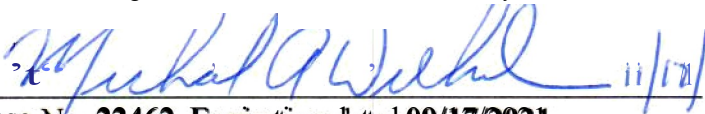
Payment is by the cubic Foot (C. F.) and will be full compensation for all removal of existing deteriorated concrete, furnishing and placing trowelable mortar, and for all materials, labor, equipment, tools and incidentals necessary to complete the work. Reinforcing steel, when required, will be priced separately based on the scope of work required. This additional work for reinforcing steel will include cleaning existing reinforcing steel, furnish and install new reinforcing steel as required, drilling and grouting holes, and furnishing and installing wire fabric.

**END OF SECTION**

**TECHNICAL SPECIFICATIONS**

**GROUP II - REQUIREMENTS CONTRACT FOR CONSTRUCTION, REPAIR, AND MAINTENANCE OF CONCRETE AND BRICK INFRASTRUCTURE AND MISCELLANEOUS APPERTENANCES**

Professional Certification. I hereby certify that these Documents were prepared or approved by me, and that I Am a duly licensed Professional Engineer under the laws Of the State of Maryland.

 11/17/21



License No. 22462, Expiration date 09/17/2021

## **GENERAL SITE WORK**

### **1. CUTTING EXISTING ASPHALT OR CONCRETE SURFACES**

The Contractor shall cut all existing asphalt and/or concrete surfaces with a power saw, such as a carborundum saw or diamond core drill, in such a manner as to create a tight, neat, straight water sealed joint. No “jackhammering” or tearing of the existing surfaces will be allowed. The Contractor shall protect all adjacent surfaces as necessary.

### **2. TESTING OF MATERIALS**

The City reserves the right to test all materials and construction performed under this contract. Testing shall be generally limited to:

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

Although the Contractor will not be directly responsible for this testing and sampling, it is required that he fully cooperate with the City and/or the testing company in accomplishing these tasks.

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

### **3. DEMOLITION**

Demolition shall generally be limited to removal of existing asphalt, concrete or brick/block pavers and bedding sand as delineated and/or directed by the City Inspector in the field. Generally, these materials are to be disposed of legally by the contractor however certain items will remain the property of the City and as such must be retained on site or delivered to the City’s Maintenance Facility located on Rothgeb Drive off of East Gude Drive, in Rockville. These items include existing concrete paver stones, brick pavers, granite curbstones, traffic poles and/or signs, parking meters, streetlights (including poles, standards and fixtures), trash receptacles (including mounting anchors)

### **4. UNSUITABLE MATERIAL**

Immediately notify the City Inspector in the event unsuitable earth is encountered during earthwork or subsequent construction operations at or just below the final sub-grade elevation. Stop all work within the immediate vicinity of the unsuitable material. Do not remove any unsuitable material without obtaining written authorization and proper measurements from the City Inspector. Unsuitable material shall be removed from the site as soon as possible.

## **5. EXCAVATED MATERIAL STORAGE**

Stockpile select excavated materials on site in a safe manner so as not to impede pedestrian or vehicular traffic. The City Inspector shall approve stockpile locations. Shape and grade stockpiles to prevent surface water ponding. Stabilize stockpiles as necessary or as directed by the City Inspector.

## **6. FILL PLACEMENT**

Do not place fill materials on soft or frozen sub-grade. Place fill materials in 4 inch to 6 inch lifts and thoroughly compact to a minimum of 95% by T-99C method. Grade all areas to a smooth and uniform surface.

# **MATERIALS**

## **1. UNIT PAVERS**

Brick Unit Pavers for Walkways: Solid (un-cored) pedestrian and light traffic paving brick complying with ASTM C 902, Class SX, Type I, Application PS, with a minimum compressive strength of 8,000 psi. Provide and install Modular size 3-5/8" x 7-5/8" x 2-1/4" brick pavers, with wire cut side down, as or equal to Glen-Gery 53DD Modular Solid units as manufactured by the Glen-Gery Mid-Atlantic plant.

Concrete Unit Pavers, General: Solid, dense concrete paving units made from a "no slump" concrete mix cast under extreme pressure with high frequency vibration to achieve a compressive strength exceeding 8,000psi, and that meets or exceeds applicable requirements of ASTM C 936

Maximum Water Absorption: 5%.

Freeze-Thaw Properties: Meeting or exceeding the requirements of Section 8, ASTM C 67.

Concrete Unit Pavers, Type A: Provide concrete unit pavers as or equal to the following sub-types in locations shown or directed:

Type A-1 Pavers: Balcon, Inc. "Holland-Stone" pavers for vehicle traffic Areas, 4" x 8" x 3-1/8" thick nominal size, "Burnie Blend" color and texture.

Type A-2 Pavers: As A-1 paver specified above, of same dimensions, color, and texture, but with scored groove across mid-point of face to simulate a sand-filled, finger-tight installation joint.

Concrete Unit Pavers, Type B: As or equal to Balcon, Inc. "Holland Stone" pavers specified as Type A-1 above, except in 2-3/8" thickness for installation in pedestrian traffic areas only.

Concrete Unit Pavers, Type C: Provide concrete unit pavers as or equal to the following sub-types in locations shown or directed:

Type C-1 Pavers: Balcon, Inc., "Country Cobble" square faced pavers 6-1/4" x 6-1/4" x 3-1/8" nominal size, "Slate Blend" color pavers simulating a cobblestone appearance.

Type C-2 Pavers: As C-1 paver specified above, except in "Charcoal" color.

### **PORTLAND CEMENT MORTAR SETTING BED MATERIALS:**

Portland Cement: ASTM C 150, Type II or I.

Aggregate: ASTM C 144 with a fineness module of 2.25 plus or minus 0.10.

Latex Additive: (water emulsion) described below, serving as replacement for part or all of gauging water, of type specifically recommended by latex additive manufacturer for use with job mixed Portland cement and aggregate and not containing a retarder. Latex Additive shall be Styrene butadiene rubber.

Water: Clean, free of materials detrimental to strength or bond of mortars.

## **2. MORTAR MIXES**

General: Comply with manufacturers' instructions relative to mix proportions, mixing, equipment, mixing speeds, mixing containers, mixing time, and other procedures needed to produce setting-bed and joint materials of uniform quality and with optimum performance characteristics. Discard mortars and grout when they have reached their initial set.

Latex-Modified Portland cement Setting-bed Mortar: Proportion and mix Portland cement, aggregate, and latex additive for setting-bed to comply with directions of latex additive manufacturer and as necessary to produce stiff mixture with a moist surface when bed is ready to receive pavers.

Latex-Modified Portland cement Slurry Bond Coat: Proportion and mix Portland cement, aggregate, and latex additive for slurry bond coat to comply with directions of latex additive manufacturer.

### **3. GEOTEXTILE FABRIC**

Geotextile fabric shall be Tensar "Geogrid BX1100" installed over compacted subgrade prior to installation of the graded aggregate base.

### **4. SAND RETENTION FABRIC**

Mirafi 600X installed in locations as directed by the City Inspector.

### **5. AGGREGATE BASE COURSE**

Graded Aggregate Base (GAB) shall meet ASTM D 2940 as modified by and in accordance with the Maryland State Highway Administration Standard Specifications for Construction and Materials section 903.03.

### **6. AGGREGATE SETTING BED MATERIALS**

Sand for Leveling Course: Provide fine, sharp, hard, nonplastic aggregate complying with ASTM C 33. Furnish hard aggregate tested for degradation as follows and complying with the specified results:

Bedding Sand Degradation Test: Obtain 3 lbs. Samples of aggregate. Dry for 24 hours at 240 deg. F to 250 deg. F. Obtain 3 sub-samples, each weighing 0.5 lbs. By passing main sample several times through a riffle box. Perform a sieve analysis on each sub-sample in accordance with ASTM C 136 and record the results.

Remix each sub-sample and place in a nominal quart capacity porcelain jar with two 1-inch diameter steel ball bearings weighing 75 +/- 5 grams each. Rotate jar at 50 rpm for 6 hours. Repeat the sieve analysis and record individual and average results.

Acceptable Results: For each sample tested, the maximum increase in percentages passing each sieve and maximum individual percent passing shall be as follows:

Sieve Size	Max. Increase	Max. Passing
No. 200	2%	2%
No. 100	5%	15%
No. 50	5%	35%

Sand for joints: Fine, sharp, hard masonry sand complying with ASTM C 144.

### **7. POLYMER ADHESIVE SETTING MATERIALS**

For adhesive attachment of concrete unit pavers to cast-in-place concrete base, provide a one-part co-polymer rubber-based sealant as or equal to Pave Tech, Inc., "type 1 Flexible Paver and Retaining Wall Adhesive" that will cure to a firm rubber that will stretch and compress with joint movement.

### **8. FORMS FOR CONCRETE BASE WORK**

Forms shall be steel, wood or other suitable material of size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal. Use sections that extend for the full depth of the pavement.

### **9. REINFORCING BARS**

Deformed bars meeting ASTM A615, Grade 40.

**10. CONCRETE**

4000-PSI Concrete. Slump range 1-1/2 inch to 3 inches. Portland cement shall conform to ASTM C150, type I. Use type III when high early strength is desired.

**11. EXPANSION JOINT MATERIAL**

Free of bituminous compounds and meeting ASTM D1751 or flexible foam. Examples include Homosote Company, Homex 300 or W. R. Meadows, Ceramar, or approved equal.

**12. SEALANT OVER JOINT FILLER**

Shall be one of the following:

One part polyurethane, conforming to Federal Specification TT-S-230C, Type I, Class A. As manufactured by:  
Mameco International, "Vulkum 45", gun grade, primer not required,  
PRC, "6006"  
Sonneborn, "SL-1"

Two-part polyurethane, conforming to Federal Specification TT-S-00227E, Type I, Class A. As manufactured by:  
W. R. Grace, "Daraseal-U" with "2C" primer.  
W. R. Meadows, "pourthane" with primer.  
Sonneborn, "Sonolastic Paving Joint Sealant", with no. 733 primer.  
Pecora, "Urexpan NR 200", with primer.

**13. ADDITIVE FOR DARK GRAY CONCRETE**

If required, shall be black iron oxide to match color of Type C-2 pavers. Color will vary according to wetness of mix; Davis Mineral Pigments can supply mix formula at 410-813-2800.

**14. TOPSOIL**

Topsoil shall be free of stones and lumps of clay. Topsoil shall have a minimum organic content of 3%. Topsoil may be salvaged from the original excavation subject to approval of the City Inspector.

**PAVER INSTALLATION****1. SAMPLES FOR VERIFICATION**

The City Inspector may require samples in full sized units of the various types, sizes, shapes and colors of pavers to be used be submitted to the City in advance of the Contractor placing the final order so that matching to existing pavers can be assured.

**2. CERTIFIED TEST DATA FOR SAND LEVELING COURSE BEDDING**

The City will require that the contractor submit a certification that the sand leveling/bedding material meets the requirements of this specification.

**3. INSTALLER QUALIFICATIONS**

The Contractor shall employ a qualified and experienced installer who has successfully completed unit paver installations similar in materials, design and nature of this project.

**4. SINGLE SOURCE RESPONSIBILITY**

Once a single source of supply is determined for each of the materials to be supplied for this project, the Contractor shall obtain said materials only from that source to assure consistency of color, size, and general quality of the various materials.

**5. FIELD CONSTRUCTED MOCK-UPS**

Prior to installation of new unit pavers for new streets or walks, the Contractor shall construct a field mock-up of each type, form or pattern of unit pavers required to verify selection made under sample submittals. Mock-ups shall be a minimum of 4 square feet (2'x2'). Build mock-ups using materials and same base construction including special features for expansion joints and contiguous work as indicated for the final unit of work. Maintain mock-up until approval is obtained from the City Inspector. Disapproved mock-ups shall be immediately removed from the site or destroyed on site.

**6. PROTECTION OF UNIT PAVERS, AGGREGATE, MORTAR AND GROUT**

Protect all unit pavers and aggregate bedding materials on site during storage and construction against wetting by rain, snow or ground water and against soiling or contamination from earth and other materials. Protect all mortar and grout materials from deterioration by moisture and temperature. Store all mortar and grout in a dry location or a waterproof container. Keep containers tightly closed and away from open flame. Protect liquid components from freezing.

**7. COLD WEATHER CONDITIONS**

Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen subgrade or setting beds. Remove and replace unit paver work damaged by frost or freezing. When using Latex Modified Portland Cement Setting Beds, protect unit paver work against freezing when atmospheric temperature is 40 deg F (4 deg C) and falling. Heat materials and provide temperature protection of completed portions of unit paver work. Comply with the International Masonry All-Weather Councils "Guide Specification for Cold-Weather Masonry Construction," Section 04200, Article 3.

**8. HOT WEATHER CONDITIONS**

Protect unit paver work when temperature and humidity conditions produce excessive evaporation of setting beds. Provide artificial shade and wind breaks and use cooled materials as required. Do not apply mortar to substrates with temperatures of 100 deg F (38 deg C) and above.

**9. AVAILABLE MANUFACTURERS**

Subject to compliance with requirements, manufacturers offering products, which may be incorporated in the work, include but are not limited to the following:

Brick Pavers:	Glen-Gery Corporation
Concrete Pavers:	Balcon, Inc.
Latex-Portland Cement Mortars and Grouts:	American Olean Tile Co., Inc. Boardi Products Corp. Bostik Construction Products Div., Emhart Chemical Group. Custom Building Products. Laticrete International, Inc. L and M Mfg. Inc. Mapei Corp. Southern Grouts and Mortars, Inc. Summitville Tiles, Inc.
Polymer Adhesive:	Pave Tech, Inc. Sashco Sealants

**10. EXAMINE EARTH SUBGRADE**

Examine prepared and compacted subgrade indicated to receive unit pavers, with installer present, to for compliance with requirements for installation tolerances and other conditions affecting performance of the unit pavers. Do not proceed with installation until unsatisfactory conditions have been corrected. Earth subgrade must be stable, suitable material obtaining a minimum of 95% compaction per T-99-C method. Remove any loose, unstable or unsuitable material and replace with select backfill meeting the T-99-C compaction requirement.

**11. GEOTEXTILE FABRIC AND GEOTEXTILE GRID**

(Used in vehicular traffic areas only) Install over compacted subgrade for concrete unit paver installations in accordance with the manufacturers' printed instructions and recommendations. Extend fabric in new paving areas to a point 18" beyond face of curb or limits of concrete unit paver area.

**12. INSTALLING AGGREGATE SUBGRADE**

Place Graded Aggregate Base (GAB) in 6" lifts and thoroughly compact each lift to 98% as measured by T-99-C method. Examine prepared and compacted subgrade indicated to receive unit pavers with installer present to confirm compliance with requirements for installation tolerances and other conditions affecting performance of unit pavers. Do not proceed with installation until unsatisfactory conditions have been corrected.

**13. INSTALLATION OF CONCRETE BASE**

Confirm that subgrade is of acceptable material and has adequate compaction. Set steel or wood forms to proper line and grade. Provide adequate bracing to hold the forms securely in place with no lateral movement or displacement. Place reinforcing steel (re-bar) when and where required or directed to proper position. Do not let re-bar rest on soil subgrade. Use approved chairs or tie wires to hold re-bar in place. Control joints, when and where requires shall be saw cut to a depth of 1/3 (one-third) the depth of the concrete. This cutting should be done as soon as the concrete has achieved initial set and has enough strength to accept the cutting operation without damaging the concrete.

**14. CONCRETE FINISHES**

Concrete finishing shall be accomplished by either hand or power tools as necessary. Level of finishing will be as directed by the City Inspector based on the final position/use of the concrete. In general, the following steps will apply:

**Floating:** After initially striking off and consolidation of the concrete, smooth the surface by screening and floating. Adjust the floating to compact the surface and produce a uniform texture.

**Leveling:** After floating, test surfaces for trueness with a 10 ft. straight-edge. Distribute concrete as necessary to remove surface irregularities and re-float repaired areas to provide a smooth, continuous surface.

**Edges:** Work exposed edges of exposed slabs and construction joints with an edging tool and round to a 1/2" radius.

**Final Finish:** After completion of floating and when excess moisture or surface sheen has disappeared, complete surface finishing. Provide a course, non-slip surface finish by scoring the surface with a stiff-bristled broom, running parallel with the general flow of traffic.

**15. CONCRETE CURING**

All concrete must be cured by either wet curing or membrane curing by use of a compound meeting requirements of ASTM C309, Type 1, containing a fugitive dye. Apply in two coats with a pressure sprayer at the rate of 200 sq. ft. per gal. Per coat. Apply second coat at right angles to first coat.

**16. PROTECTION OF NEW CONCRETE**

Protect all new concrete from pedestrian traffic for a minimum of 7 days and from vehicular traffic for a minimum of 14 days after placement.

**17. PRE-INSTALLATION OF UNIT PAVERS**

Prior to installing the actual unit pavers, remove all dirt, dust, debris, and loose particles from the installed bedding media immediately prior to installing the actual unit pavers.

**18. INSTALLATION OF UNIT PAVERS**

Do not use unit pavers with chips, cracks, voids, discoloration and other defects that might be visible or cause staining in the finished work.

**19. CUTTING UNIT PAVERS**

Unit pavers shall be cut with motor-driven masonry saw equipment to provide smooth, clean, sharp, unchipped edges. Cut units to provide pattern indicated or as directed by the City Inspector. Use full units without cutting where possible. Hammer cutting or cutting with a hydraulic machine is not acceptable.

**20. JOINT TOLERANCES**

Joint widths shall not exceed 1/16<sup>th</sup> of an inch unit to unit offset from flush and a tolerance of 3/8 inches in 10 feet from level or slope as indicated for finished surface of paving.

**21. MORTARLESS JOINT APPLICATIONS (Concrete Unit Pavers Over Compacted Sub-base) (new construction):**

Apply sand leveling course over prepared, compacted aggregate base with a minimum thickness of 1-inch +/- 1/8<sup>th</sup> inch. Do not use sand to fill voids or deformations in the surface of the prepared base. Spread sand evenly over base and screed to required thickness. Install sand retention fabric over aggregate base in select locations where directed by the City Inspector prior to installing sand.

Place Unit Pavers carefully by hand in straight courses maintaining accurate alignment and uniform top surface. Ensure that pavers are free of foreign materials before placing. Do not disturb screeded sand or previously set pavers. Place sufficient sand to stay ahead of laid pavers.

Vibrate Pavers into sand using a low amplitude, high frequency plate vibrator, sized in accordance with the following:

Paver Thickness	Minimum Centrifugal Compaction Force
2-3/8"	3,000 lbs.
3-1/8"	5,000 lbs.

Joint Treatment: Place unit pavers with hand tight joints and fill joints with dry sand by sweeping over paved surface and vibrating until joints are filled, making at least two or three passes with the vibratory plate tamper as noted above. Do not vibrate within 3 feet of any unrestrained edges of paving units. Fully compact all paving surfaces to within 3 feet of any unrestrained edge with fully installed sand joints at the end of each workday.

Sweep off all excess sand and verify final elevation of pavers for compliance with requirements.

**22. ADHESIVE APPLICATIONS** (Concrete Unit Pavers Over Concrete Base) (New Construction):

Apply adhesive and install pavers in strict accordance with adhesive manufacturers printed installation instructions and recommendations. Install pavers either with hand tight, sand filled joints or dry mortar joints to match adjacent joints or as directed by the City Inspector.

**23. MORTARED JOINT APPLICATIONS** (Brick Unit Pavers Over Concrete Base) (New Construction):

Saturate Concrete Sub-base with clean water several hours before placing setting bed. Remove excess surface water about 1 hour before placing setting bed.

Apply cement paste slush coat over surface of concrete base about 15 minutes before placing setting bed. Limit area of slush coat to avoid its drying out prior to placing setting bed. Do not exceed 1/16-inch thickness for cement slush coat.

Apply mortar setting bed over cement paste slush coat immediately after the latter has been applied. Spread and screed setting bed to a uniform thickness at subgrade elevations required for accurate setting of brick to finished grade.

Mix and place only the amount of mortar setting bed that can be covered with pavers prior to initial set. Cut back, bevel edge, remove, and discard setting bed material that has reached initial set prior to placing pavers.

Wet pavers several hours before laying unless their initial rate of absorption (suction) when subjected to testing by method described in Section 9 of ASTM C 67 is less than 3/4 oz. Per 30 sq. inches of immersed area. Do not lay pavers with free moisture on the surface.

Place pavers before initial set of cement occurs. Immediately prior to placing brick on green or wet setting bed, apply uniform 1/16-inch-thick slurry bond coat to bed or to back of each paver with a flat trowel just prior to placing it on the bed.

Tamp and beat pavers with a wooden block or rubber mallet to obtain full contact with setting bed and to bring finished surfaces within indicated tolerances. Set each paver in single operation prior to initial set of mortar; do not return to areas already set and disturb pavers for purposes of realigning finished surfaces or adjusting joints.

**24. REPAIRING, CLEANING AND PROTECTION OF UNIT PAVERS**

Remove and replace unit pavers that are loose, chipped, broken, stained, or otherwise damaged, or if units do not match adjoining units as intended. Provide new units to match adjoining units and install in same manner as original units, with same joint treatment to eliminate evidence of replacement. The Contractor shall take whatever precautions are deemed necessary and reasonable to protect all installed unit pavers from staining, damage, chipping or other damage until the City Inspector accepts the work.

**25. CONCRETE CURB INSTALLATIONS**

Set forms to proper line and grade. Construction joints shall be at 10'-0" on center or as directed. Saw cut construction joints to a minimum of 2" depth throughout the top, face and gutter surfaces. Seal the construction joint with a bituminous joint sealer as approved by the Maryland State Highway Specifications. Expansion joints shall be placed at every PT, PC, and storm drain inlet face with a minimum of one for every 100 lineal feet of curb. If the curb being installed is equal to or less than 30 linear feet in length between sections of existing curb, only one expansion joint is required, but all construction joints must be sealed.

## **26. TOPSOIL, SEED, MULCH OR SOD PLACEMENT**

Place topsoil to a loose depth of 4". Compact by tamping thoroughly with a hand or small vibratory plate tamper. All topsoil, seed, mulch and sodding shall be in compliance with the State Highway Administration, "Standard Specifications for Construction and Material

## **DESCRIPTION OF PAY ITEMS**

### **PAY ITEM NO. 1 – REMOVE EXISTING TEMPORARY ASPHALT REPAIRS OR PATCHES**

This item includes all labor, materials, tools, equipment, supplies, appurtenances, supervision etc. required to remove and legally dispose of existing asphalt patches that are placed to temporarily correct tripping hazards and/or depressions that have occurred in either sidewalks or streets. This item "unit price" will be paid for by the actual square yardage of existing temporary asphalt to be removed and as measured by the City inspector. The typical depth of asphalt will vary but generally will be between ½" and 2 inches. Unit cost – per Square Yard (SY).

### **PAY ITEM NO. 2 - REMOVE, RE-GRADE, AND REPLACE EXISTING BRICK OR BRICK PAVERS**

This item is to re-establish existing grade and/or cross-section and includes all labor, materials, equipment, tools, supplies, appurtenances, supervision, etc. to remove existing pavers, adjust existing sub-grade, refill and/or re-grade to bring the affected area back into the proper slope and/or cross-section, compact sub-grade with a "jumping jack" type tamper, install 1" sand/mortar bedding material, replace existing pavers and dry mortar or sand joints as specified or directed. Unit cost – per Square Yard (SY).

### **PAY ITEM NO. 3 - REMOVE AND DISPOSE OF EXISTING CONCRETE OR ASPHALT SIDEWALKS**

This item includes all labor, materials, equipment, tools, supplies, appurtenances, supervision, etc. necessary to remove existing asphalt or concrete sidewalks (average of 4" to 5" thickness), and the sidewalk portions of driveway aprons (average 7" to 9" thickness), dispose of properly and legally off-site. This will also include excavation, re-grading, replacement or otherwise adjusting the existing sub-grade for a depth of up to 3" and re-compacting that sub-grade. Unit cost – per Square Yard (SY).

### **PAY ITEM NO. 4 - REMOVE AND DISPOSE OF EXISTING UNIT PAVERS**

This item includes all labor, materials, equipment, tools, supplies, appurtenances, supervision, etc. necessary to remove and legally dispose of existing unit pavers that are damaged, cracked or otherwise are no longer serviceable or needed. Unit cost – per Square Yard (SY).

### **PAY ITEM NO. 5 - REMOVE AND DISPOSE OF UNSUITABLE EARTH MATERIAL**

This item includes all labor, materials, equipment, tools, and supervision necessary to excavate, transport and legally dispose of existing sub-grade materials deemed unsuitable by the City Inspector. The cost shall include any traffic control, protection of existing and/or adjacent surfaces and clean up. Unit cost – per Cubic Yard (CY).

### **PAY ITEM NO. 6 - FURNISH AND INSTALL GRADED AGGREGATE BASE (GAB)**

This item includes all labor, materials, equipment, tools, supplies, appurtenances, supervision, etc. to place base materials for paver installation. This item also includes excavation and disposal of existing material, and fine grading and compaction of installed base material in 6" lifts to 95% compaction by ASTM T-99-C. Unit Cost – per Ton

### **PAY ITEM NO. 7 - FURNISH AND INSTALL MISCELLANEOUS CONCRETE FOR CURBS, SIDEWALK RAMPS OR DRIVEWAY APRONS**

This item includes all labor, materials, equipment, tools, and supervision necessary to provide and place Portland cement concrete as specified in the contract documents or as specified by the City inspector. This item covers any “finished” and exposed concrete. Unit cost – per Cubic Yard (CY).

**PAY ITEM NO. 8 – FURNISH AND INSTALL “UNFINISHED” CONCRETE SLAB**

This item is for the installation of concrete of varying thickness as a base for paver installation or for retaining wall foundations. Include all materials, labor, equipment, supplies, tools, appurtenances and supervision necessary to supply, place and float concrete to a moderately smooth and even surface upon which bedding sand will be placed. Unit cost – per Cubic Yard (CY).

**PAY ITEM NO. 9 - FURNISH AND INSTALL SELECT EARTH BACKFILL**

This Item includes all labor, materials, equipment, tools, and supervision necessary to place and compact select earth backfill material as specified in the Maryland State Highway Admin., Standard Specifications for Construction and Materials”, Sections 203 and 916. Unit cost – per Cubic Yard (CY).

**PAY ITEM NO. 10 - FURNISH AND INSTALL AMERIGRID EL130-660**

This item includes all labor, materials, tools, equipment, transportation, and supervision necessary to provide and install the specified material per the manufacturer’s instructions or as directed by the City Inspector. Unit cost – per Square Yard (SY).

**PAY ITEM NO. 11-A AND 11-B - FURNISH AND INSTALL NEW 2” (11-A) AND 3” (11-B) UNIT PAVERS**

These items include all labor, materials, equipment, tools, appurtenances, supervision, etc. to furnish and install new 2” (nominal thickness) and 3” (nominal thickness) unit pavers, dry mortar joints, sand joints, and sand/mortar setting bed. These items must also include minor re-grading of existing sub-grade, fiberglass or plastic edging material, and re-establishing proper line, grade and cross-section. Unit cost – per Square Yard (SY).

**PAY ITEM NO. 12 - FURNISH AND INSTALL MIRAFI 600X SAND RETENTION FABRIC**

Include all labor, materials, equipment, tools, and supervision necessary to install, under the sand bedding, the specified material in accordance with the manufacturer’s specifications or as directed by the City Inspector. Unit cost – per Square Yard (SY).

**PAY ITEM NO. 13 – FURNISH AND INSTALL SEED AND MULCH**

In general, all restoration shall be incidental to the unit cost bid for the various pay items listed in the bid form. This pay item is to be used only at the direction of the City Inspector and only when authorized in advance in writing.

The following specification applies to all seeding restoration, whether incidental or as directed by the City.

The Contractor shall furnish all labor, equipment, supervision and materials necessary for restoring and seeding disturbed areas as directed by the City Inspector. All ruts and disturbed area shall be filled in and property graded, seeded and mulched.

**Permanent seed mix shall meet the MDSHA requirements for Turfgrass, section 705 Standard Specifications for Construction and Materials**

All seed is to be certified. The seed shall be applied at a rate of 10-lbs. minimum per 1000 square feet. All seed shall have a minimum purity of 95%, minimum germination of 90%. A maximum other crop content of 0.1 % and maximum weed content of 0.1 %.

The City reserves the right to have the existing or placed topsoil tested for soil amendments as necessary or needed. In lieu of soils testing, Organic Fertilizer (5-3-4) shall be applied at the rate of 1 lb. Per 50 sq. ft.

**Seed bed preparation must be accomplished by either manual or mechanical means. Loosen all soil to a depth of 3-inches and remove all stone and rock greater than ¾-inch in diameter. Seed must be evenly distributed and to a depth of no more than ¼-inch.** Screened topsoil may be placed at the sole discretion of the City Inspector. Screened topsoil, when directed by the City, will be installed and paid under Pay Item #30.

**The organic fertilizer** must be 100% organic based fertilizer, free of synthetic materials. The fertilizer must be derived of fish by-products, cottonseed meal, alfalfa meal, feather meal, rock phosphate, kelp meal, cocoa meal, blood meal, dried whey, natural nitrate of soda, natural sulfate of potash, and magnesium sulfate.

**Guaranteed Analysis:**

Total Nitrogen (N)	5.0%
Water Soluble Nitrogen	1.5%
Water Insoluble Nitrogen	3.5%
Available Phosphate (P2O2)	3.0%
Soluble Potash (K2O)	4.0%

The fertilizer must be granular, free flowing and suitable for application with approved equipment. Fertilizer must be delivered to the site, fully labeled in accordance with Maryland State Law and must bear the name, trade-mark or trade name and warranty of the producer. Fertilizer application shall be an incidental cost to the unit pricing for the various seed mix applications.

**Soil Stabilization (Mulch) matting** shall be Curlex Net Free 0.50 lbs./s.y. Soil Stabilization Matting must be bio-degradable within 12 months and placed and “pinned” immediately after placement of the seed but in no case, more than 24 hours after seed placement. Matting and pinning shall be incidental to the cost of the seed bid item.

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

Any areas outside the specified work areas, where the vegetation has been accidentally destroyed and/or the ground disturbed by the Contractor (tire ruts and more), shall be restored by the Contractor as described above at the Contractor’s expense.

**PAY ITEM NO. 14 – RESTORATION (WHEN DIRECTED) – SOD INSTALLATION**

In general, all restoration shall be incidental to the unit price bid for the various pay items listed in the bid form. Sod shall be installed from March 1 to May 31 and from September 1 and December 15 only. Do not place sod on frozen subgrade.

Sod shall be machine cut, with a uniform thickness of from ¾-inch +- ¼-inch, excluding top growth and thatch. Sod shall be strong enough to support its own weight when lifted by ends. Sod type should match existing grass growth.

Loosen subsoil to a depth of 6-inches. Remove objectionable material such as stones, clods, brush, roots and trash from the top 4-inches of soil. Screened topsoil may be placed at the sole discretion of the City Inspector. Screened topsoil, when directed by the City, will be installed and paid under Pay Item #30.

Sod should be delivered within 24-hours of cutting and installed within 36 hours of cutting. Place sod panels in neat rows, stagger joints and generally place along the contour.

Contractor will water sod as needed to assure its viability

Sod placed under this pay item shall be at the written direction of the City. Sod placed by the contractor at their convenience will be considered incidental to the work. Furnish and install sod, complete, in-place, per WSSC Specification section 02920. Unit cost – per Square Yard (SY)

**PAY ITEM NO. 15 - FURNISH AND INSTALL, MAINTAIN, AND ADJUST INLET PROTECTION**

This item includes all labor, material, transportation, supervision, tools, equipment, and appurtenances as needed to (see details contained in specifications) furnish, install, maintain, and adjust inlet protection for storm drain inlets including removal per the Inspector’s approval at the end of the project. Unit cost – Each

**PAY ITEM NO. 16 – FURNISH AND INSTALL SCREENED TOPSOIL**

Furnish and install screened, natural topsoil, including all sub-grade preparation, placement, spreading, surface preparation in accordance with MDSHA specifications, section 701 and section 920.01.02 or as directed. Payment is by delivery tickets signed and accepted by the City Inspector. Payment is by the TON.

**PAY ITEM NO. 17 and 18 – FURNISH AND INSTALL JOINTING SAND**

These items include all sand materials as specified, all labor, equipment, tools, supervision, etc., to spread and broom sand into existing paver joints as directed by the inspector in the field. This item is not intended to finish new pavers being set in item 11 or existing pavers being reset in item 2 above. The Bidder is to provide a price for areas under 100 Square Yards and for areas over 100 square yards. Unit cost – per Square Yard (SY).

**PAY ITEM NO. 19 – SAW CUTTING**

Provide all labor, supervision, equipment, tools and appurtenances to neatly saw cut existing asphalt or concrete surfaces as described in these specifications. Unit cost – per Linear Foot (LF).

**PAY ITEM NO. 20 – REMOVE AND RE-INSTALL GRANITE CURB**

Provide all labor, supervision, equipment, machinery, tools and appurtenances required to remove and re-install existing granite curb sections to re-establish original grade. This item includes the careful removal and replacement of adjacent brick pavers, existing concrete and/or asphalt surfaces as necessary to remove and re-install granite curb sections to re-establish areas that have settled or broken to a point that the existing granite sections are dangerous or hazardous to either pedestrian or vehicular traffic. Unit cost – per Linear Foot (LF).

**PAY ITEM NO. 21 – EXISTING BRICK RETAINING WALLS**

Remove, dispose and replace existing brick o

n retaining walls. This item is generally used to make minor, small area repairs to existing walls. New retaining walls are generally unit block masonry walls as noted below. Large scale replacement of existing brick walls will be negotiated based on existing conditions. Price per square foot of vertical face (S.F.V.F.)

**INVITATION FOR BIDS #16-26**  
**Construction, Repair, and Maintenance of Concrete and Brick Infrastructure**

**SECTION V: BID PRICING FORM**

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

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

**PRICING SHEETS IN SEPARATE DOCUMENTS**

**GRAND TOTAL IN WORDS** Two Million Four Hundred Seventy Thousand Three Hundred Forty Dollars and Zero Cents

(\$ 2,470,340.00 )

**EXCEPTIONS**

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

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

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

None

Presented by:  
A J Romano Construction, Inc.

**COMPLETE AND RETURN WITH BID**

**SECTION VI: REQUIRED FORMS**

**A T T A C H M E N T   A**  
**A F F I D A V I T**

I hereby affirm that: I am the President and the duly authorized representative of the firm of A J Romano Construction, Inc. whose address is 11071-A Guilford Rd. Annapolis Junction, MD 20701

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

I further affirm:

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

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

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

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

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

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

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

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

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


**NON—COLLUSION AFFIDAVIT**

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

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

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

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

Signature and   
Title Antonio J Romano, President

Date 2-26-2026

**ATTACHMENT B**

**INVITATION FOR BID #16-26  
Construction, Repair, and Maintenance of Concrete and Brick Infrastructure**

**CITY OF ROCKVILLE BIDDER REFERENCE FORM**

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

1. Company Name City of Rockville  
Address: 111 Maryland Avenue, Rockville, MD 20850  
Contact Person: Michael R. Hershelman Current phone #: 240-314-8543  
Email Address: mhershelman@rockvillemd.gov  
Contract Amount: \$5,000,000.00 Name of your project supervisor: Ken Brink

Description of Work Performed: Construction, Repair & Maintenance of Concrete Sidewalks, Curbs, Driveway Aprons, & Misc Constr.: roadways, paved trails & parking areas; Storm Water Mgmt & Storm Drain Pipelines & Incidentals

2. Company Name MDOT - SHA - District 3  
Address: 9300 Kenilworth Ave. Greenbelt, MD 20770  
Contact Person: REC Erik Anderson Current phone #: 856-651-8746  
Email Address: eanderson1.consultant@mdot.maryland.gov  
Contract Amount: \$3,800,000.00 Name of your project supervisor: Daniel Liden

Description of Work Performed: MD 223 (Woodyard Rd) from 1000' South of Victoria Dr to 265' North of Sherwood Dr. Safety & Spot Improvement

3. Company Name City of Cumberland - Triton Construction, Inc.  
Address: 57 N. Liberty Street, Cumberland, Maryland 21502  
Contact Person: Justin Koers, Project Manager Current phone #: 585-356-2081  
Email Address: justin.koers@tritonwv.com  
Contract Amount: \$3,100,000.00 Name of your project supervisor: Justin Koers

Description of Work Performed: Baltimore Street Access Project  
The purpose of this project is the reopening of Baltimore Street to one-way vehicular traffic from Mechanic Street to George Street. It consists of landscaping improvements, lighting improvements, new street furniture, utility main replacements and relocations, and the reconstruction of two parklets.



### CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we (1) \_\_\_\_\_  
 \_\_\_\_\_ a (2) \_\_\_\_\_  
 hereinafter called "Principal" and (3) \_\_\_\_\_  
 of \_\_\_\_\_, State of \_\_\_\_\_ hereinafter called the "Surety", are held  
 and firmly bound unto (4) The Mayor and Council of Rockville, Maryland, hereinafter called "Owner", in the  
 penal sum of *(100% of Contract Amount)* \_\_\_\_\_ Dollars  
 (\$) \_\_\_\_\_ in lawful money of the United States, for the payment of which sum well and truly to be made,  
 we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these  
 presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain  
 contract with the Owner, dated the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, a copy of which is hereto attached  
 and made a part hereof for the construction of: \_\_\_\_\_ IFB # \_\_\_\_\_

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the  
 undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof,  
 and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if  
 he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save  
 harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall  
 reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any  
 default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no  
 change, extension of time, alteration or addition to the terms of the contract or to the work to be performed  
 thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond,  
 and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of  
 the contract or to the work or to the specifications.

CONTRACT PERFORMANCE BOND

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IT WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the day of \_\_\_\_\_, 20\_\_.

ATTEST:	_____ Principal
_____ Corporate Secretary or Asst. Secretary	By _____ (Seal) President or Vice President
_____ (Print or Type Name and Title)	_____ (Print or Type Name and Title)

\_\_\_\_\_  
(Address)

ATTEST:	_____ Surety
_____ Witness as to Surety	By _____ (Seal) Attorney-in-Fact
_____ (Print or Type Name and Title)	_____ (Print or Type Name)

\_\_\_\_\_  
(Address)

- NOTE: Date of Bond must not be prior to date of Contract.
- (1) Correct name of Contractor
  - (2) A Corporation, a Partnership or an Individual
  - (3) Name of Surety
  - (4) Name of Owner
  - (5) If Contract is Partnership, all partners should execute bond



## CONTRACT PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we (1) \_\_\_\_\_  
\_\_\_\_\_ a (2) \_\_\_\_\_  
hereinafter called "Principal" and (3) \_\_\_\_\_  
of \_\_\_\_\_, State of \_\_\_\_\_ hereinafter called the  
"Surety", are held and firmly bound unto (4) The Mayor and Council, of Rockville, Maryland, hereinafter  
called "Owner", in the penal sum of *(100% of Contract Amount)* NO CENTS Dollars (\$) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of: \_\_\_\_\_ IFB # \_\_\_\_\_

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contact or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contact or to the work or to the specifications

CONTRACT PAYMENT BOND

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

ATTEST:

\_\_\_\_\_  
Corporate Secretary or Asst. Secretary

(Print or Type Name and Title)

ATTEST:

\_\_\_\_\_  
Witness as to Surety

(Print or Type Name and Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Principal

By \_\_\_\_\_ (Seal)

\_\_\_\_\_  
President or Vice President

(Print or Type Name and Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Surety

By \_\_\_\_\_ (Seal)

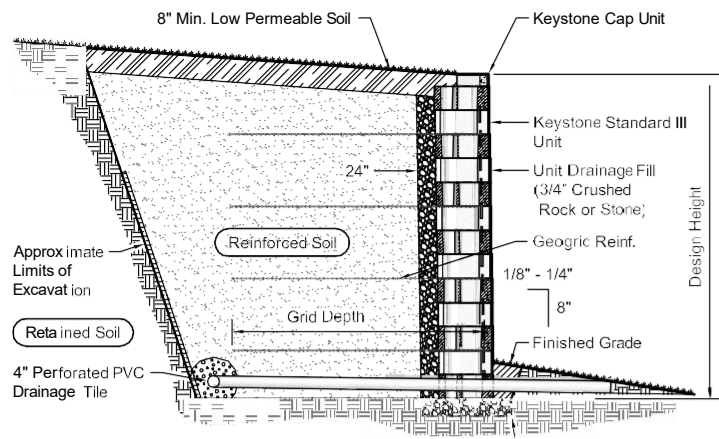
\_\_\_\_\_  
Attorney-in-Fact

(Print or Type Name)

\_\_\_\_\_  
(Address)

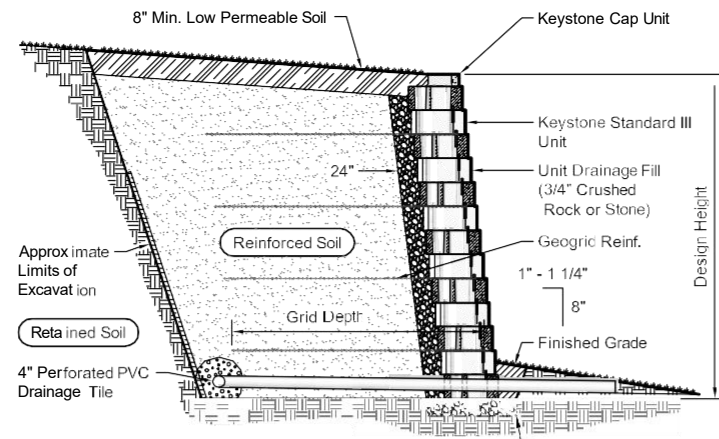
NOTE: Date of Bond must not be prior to date of Contract.

- (1) Correct name of Contractor
- (2) A Corporation, a Partnership or an Individual
- (3) Name of Surety
- (4) Name of Owner
- (5) If Contract is Partnership, all partners should execute bond



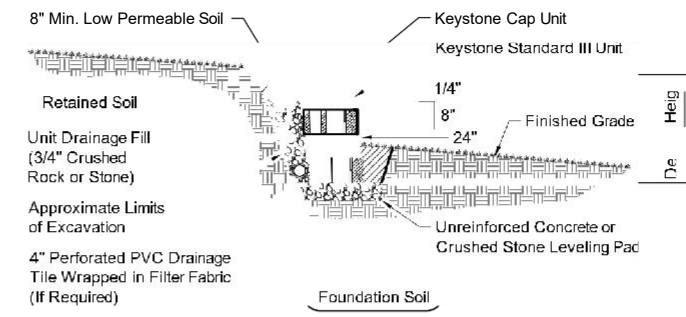
**Note:**  
When site conditions require, wrap drainage tile in 3/4\"/>

**Typical Reinforced Wall Section**  
Standard III Unit - Near Vertical Setback



**Note:**  
When site conditions require, wrap drainage tile in 3/4\"/>

**Typical Reinforced Wall Section**  
Standard III Unit - 1° Setback

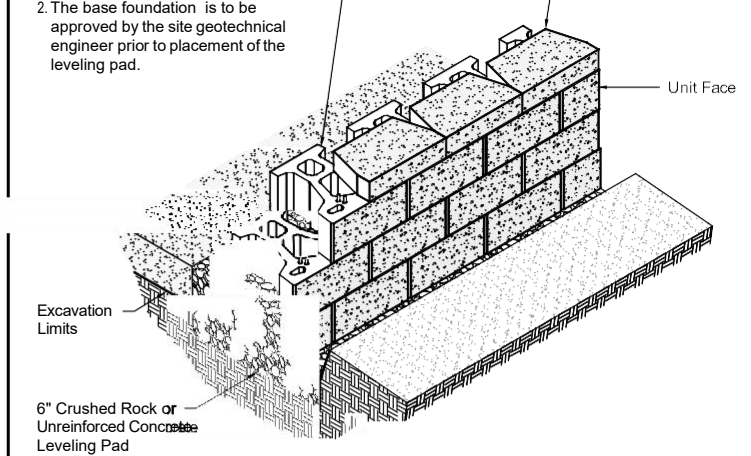


**Typical Gravity Wall Section**  
Standard III Unit - 1° Setback

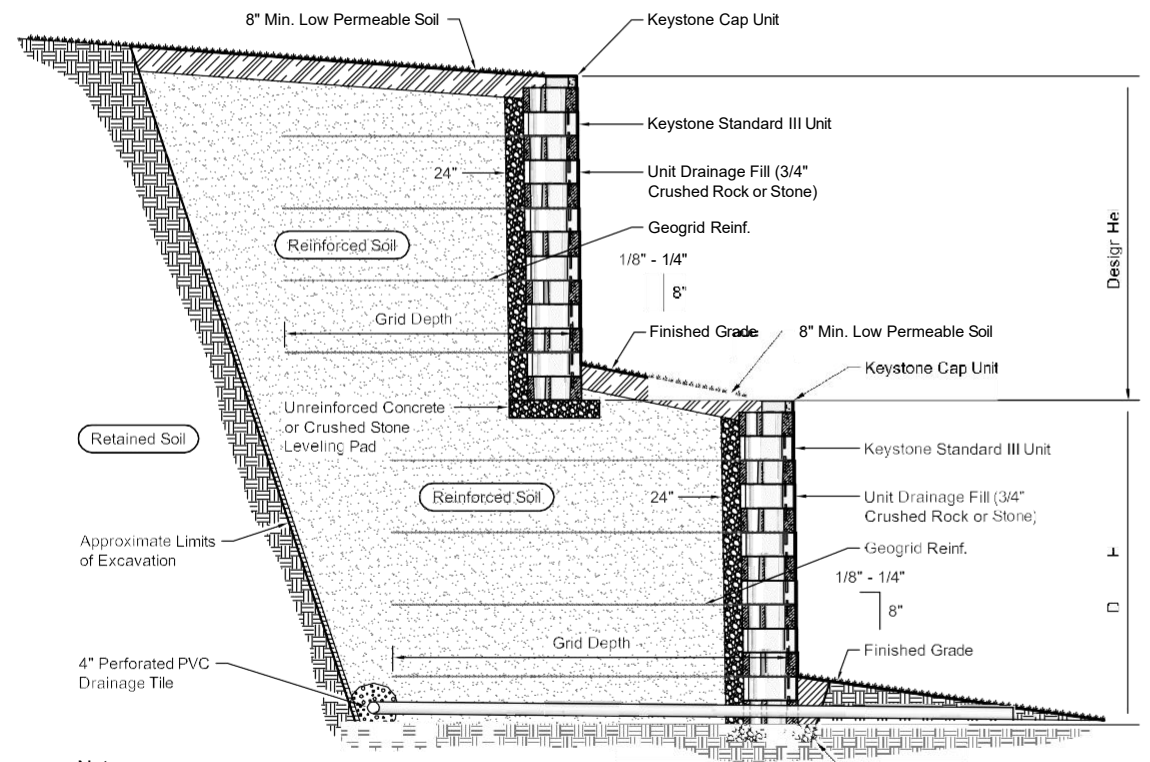
**Base Leveling Pad Notes:**

- The leveling pad is to be constructed of crushed stone or 2,000 psi+ unreinforced concrete
- The base foundation is to be approved by the site geotechnical engineer prior to placement of the leveling pad.

Standard III Unit		Cap Unit	
*Width:	18"	*Width:	10 1/2"
*Depth:	18"	*Depth:	4"
*Height:	8"	*Height:	4"
*Weight:	89 lbs	*Weight:	50 lbs

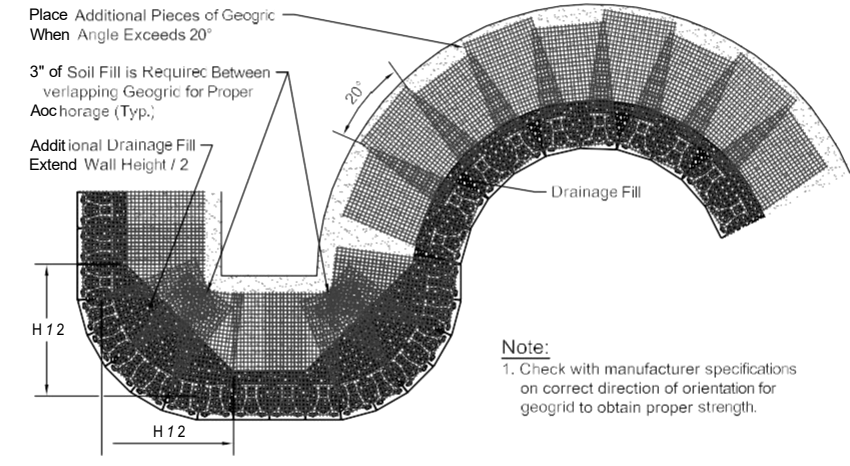


**Standard III Unit/Base Pad Isometric Section View**  
\* Dimensions & Weight May Vary by Region

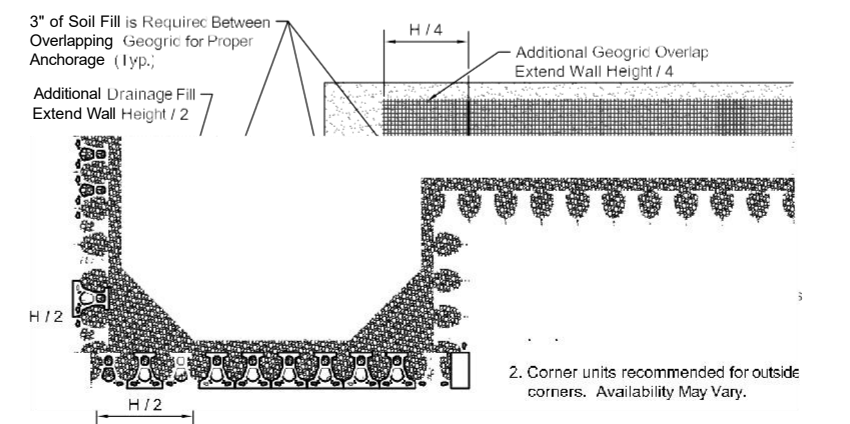


**Note:**  
When site conditions require, wrap drainage tile in 3/4\"/>

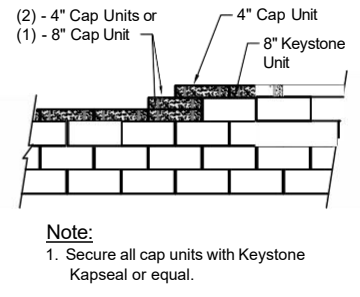
**Typical Reinforced Tiered Wall Section**  
Standard III Unit - Near Vertical Setback



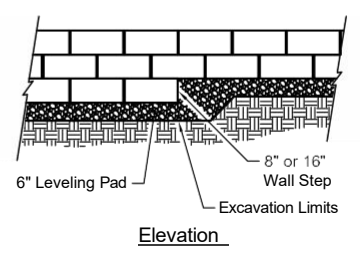
**Geogrid Installation on Curves**



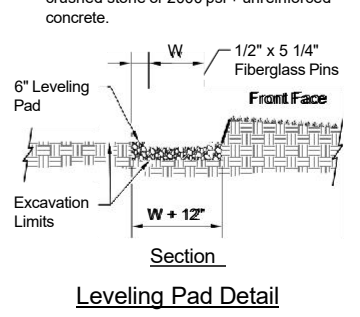
**Geogrid Installation at Corners**



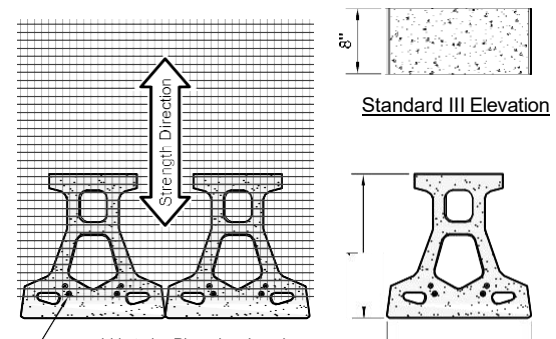
**Top of Wall Steps**



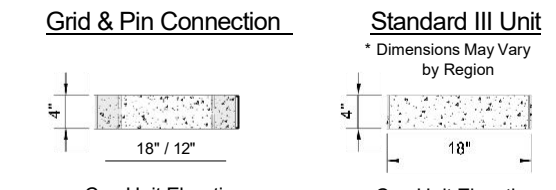
**Leveling Pad Detail**



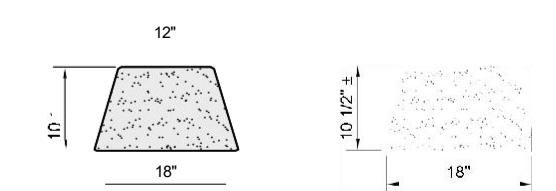
**Leveling Pad Detail**



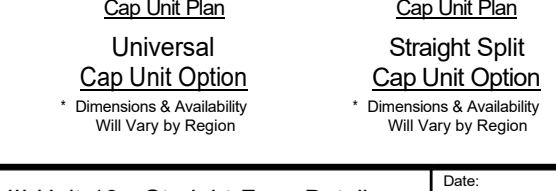
**Standard III Plan**



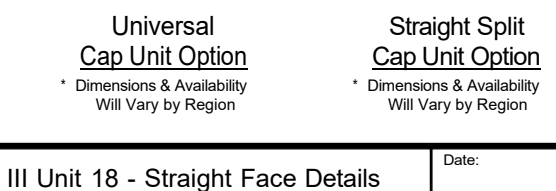
**Standard III Unit**



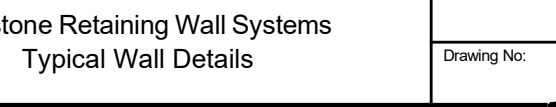
**Cap Unit Elevation**



**Cap Unit Plan**



**Universal Cap Unit Option**



**Straight Split Cap Unit Option**

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Design is for internal stability of the KEYSTONE wall structure only. External stability, including but not limited to foundation and slope stability is the responsibility of the Owner. The design is based on the assumption that the materials within the retained mass, methods of construction, and quality of materials conform to KEYSTONE's specification for this project.

This drawing is being furnished for this specific project only. Any party accepting this document does so in confidence and agrees that it shall not be duplicated in whole or in part, nor disclosed to others without the consent of Keystone Retaining Wall Systems, Inc.

No.	Date	Revision	By



Designed By: RKM	Title: Standard III Unit 18 - Straight Face Details	Date:
Checked By: CDM	Project: Keystone Retaining Wall Systems Typical Wall Details	Project No:
Scale: No Scale		Drawing No:

# Keystone Concrete Retaining Wall

## Part 1: GENERAL

### 1.01 Description

- A. Work shall consist of designing, furnishing and construction of a KEYSTONE Standard III unit retaining wall system in accordance with these specifications and in reasonably close conformity with the lines, grades, design and dimensions shown on the plans. No alternate wall systems will be considered.
- B. Work includes preparing foundation soil, furnishing and installing leveling pad, unit facing system, unit drainage fill and reinforced backfill to the lines and grades shown on the construction drawings.
- C. Work includes furnishing and installing geogrid soil reinforcement of the type, size, location and lengths designated on the construction drawings.

### 1.02 Related Sections

- A. Section 31 00 00 – Earthwork

### 1.03 Reference Documents

- A. American Association of State Highway and Transportation Officials (AASHTO)
  - 1. AASHTO M 252 Corrugated Polyethylene Drainage Pipe
  - 2. AASHTO M 288 Geotextile Specification for Highway Applications
- B. American Society for Testing and Materials (ASTM)
  - 1. ASTM C140 Sampling and Testing Concrete Masonry Units
  - 2. ASTM C1372 Specification for Dry-Cast Segmental Retaining Wall Units
  - 3. ASTM D442 Particle Size Analysis of Soils
  - 4. ASTM D698 Laboratory Compaction Characteristics of Soil – Standard Effort
  - 5. ASTM D1556 Standard Test Method for Density and Unit Weight of Soil In Place by the Sand Cone Method
  - 6. ASTM D1557 Laboratory Compaction Characteristics of Soil – Modified Effort
  - 7. ASTM D2487 Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System)
  - 8. ASTM D2922 Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
  - 9. ASTM D3034 Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer pipe and Fittings
  - 10. ASTM D4318 Liquid Limit, Plastic Limit and Plasticity Index of Soils
  - 11. ASTM D4475 Horizontal Shear Strength of Pultruded Reinforced Plastic Rods
  - 12. ASTM D4476 Flexural Properties of Fiber Reinforced Pultruded Plastic Rods
  - 13. ASTM D4595 Standard Test Method for Tensile Properties of Geotextiles by Wide-Width Strip Method
  - 14. ASTM D4873 Standard Guide for Identification, Storage and Handling of Geosynthetics
  - 15. ASTM D5262 Standard Test Method for Evaluating the Unconfined Tension Creep Behavior of Geosynthetics
  - 16. ASTM D5321 Standard Test Method for Determining the Coefficient of Soil and Geosynthetic or Geosynthetic and Geosynthetic Friction by the Direct Shear Method
  - 17. ASTM D5818 Standard Practice for Obtaining Samples of Geosynthetics from a Test Section for Assessment of Installation Damage

18. ASTM D6637 Standard Test Method for Determining Tensile Properties of Geogrids by the Single or Multi-Rib Method
19. ASTM D6638 Standard Test Method for Determining Connection Strength Between Geosynthetic Reinforcement and Segmental Concrete Units
20. ASTM D6706 Standard Test Method for Measuring Geosynthetic Pullout Resistance in Soil
21. ASTM D6916 Standard Test Method for Determining the Shear Strength Between Segmental Concrete Units

C. National Concrete Masonry Association (NCMA)

1. NCMA SRWU-1 Test Method for Determining Connection Strength of SRW
2. NCMA SRWU-2 Test Method for Determining Shear Strength of SRW

**1.04 Definitions**

- A. Standard III Unit – a dry-stacked concrete retaining wall unit machine made from Portland cement, water, aggregates, manufactured by a licensed manufacturer of Keystone.
- B. Structural Geogrid – a polymeric material formed by a regular network of connected tensile elements with apertures of sufficient size to allow interlocking with surrounding soil, rock or earth and function primarily as reinforcement.
- C. Unit Drainage Fill – drainage aggregate that is placed within and immediately behind the Keystone concrete units.
- D. Reinforced Backfill – compacted soil that is placed within the reinforced soil volume as outlined on the plans.
- E. Retained Soil – the soil mass behind the reinforced backfill.
- F. Foundation Soil – the soil mass below the leveling pad and reinforced backfill.
- G. Leveling Pad – crushed stone, sand and gravel or unreinforced concrete material placed to provide a level surface for placement of the Keystone concrete units.
- H. Geosynthetic Reinforcement – polymeric material designed specifically for soil reinforcement.

**1.05 Submittals and Certification**

- A. Contractor shall submit a Manufacturer’s certification, prior to the start of work, that the retaining wall system components meet the requirements of this specification and the structure design.
- B. Contractor shall submit construction drawings and design calculations for the retaining wall system prepared and stamped by a Professional Engineer registered in the state of the project.

**1.06 Quality Assurance**

- A. Contractor shall submit a list of five (5) previously constructed projects of similar size and magnitude by the wall installer where the Standard or Compac retaining wall system has been constructed successfully. Contact names and phone numbers shall be listed for each project.
- B. Contractor shall provide evidence that the design engineer has a minimum of five years documented experience in the design of reinforced soil structures. The design engineer shall

provide proof of current professional liability insurance with an aggregate coverage limit of not less than \$2,000,000.

- C. Owner shall/may provide quality assurance inspection and testing during earthwork and wall construction operations. Contractor shall provide all quality control testing and inspection not provided by the owner. Owner's quality assurance program does not relieve the contractor of responsibility for quality control and wall performance.

#### **1.07 Delivery Handling and Storage**

- A. Contractor shall check all materials upon delivery to assure that the proper type, grade, color, and certification have been received.
- B. Contractor shall protect all materials from damage due to jobsite conditions and in accordance with manufacturer's recommendations. Damaged materials shall not be incorporated into the work.

### **PART 2: PRODUCTS**

#### **2.01 Keystone Concrete Retaining Wall Units**

- A. Standard III retaining wall units shall conform to the following architectural requirements
  1. Face color - concrete gray, unless otherwise specified. The Owner may specify standard manufacturers' color.
  2. Tri-plane or Straight Face finish - hard split in angular tri-plane or straight face configuration. Other face finishes will not be allowed without written approval of Owner.
  3. Bond configuration - running with bonds nominally located at midpoint in vertically adjacent units.
  4. Exposed surfaces of units shall be free of chips, cracks or other imperfections when viewed from a distance of 20 feet (6 m) under diffused lighting.
- B. Keystone concrete units shall conform to the requirements of ASTM C1372 - Standard Specifications for Segmental Retaining Wall Units.
- C. Keystone concrete units shall conform to the following structural and geometric requirements measured in accordance with ASTM C140 Sampling and Testing Concrete Masonry Units:
  1. Compressive strength:  $\geq 3000$  psi (21 MPa).
  2. Absorption:  $\leq 8$  % for standard weight aggregates.
  3. Dimensional tolerances:  $\pm 1/8$ " (3 mm) from nominal unit dimensions not including rough split face.
  4. Unit Size: 8" (203 mm) (H) x 18" (457 mm) (W) x 18 to 21.5" (457 to 546 mm)(D) minimum.
- D. Keystone concrete units shall conform to the following constructability requirements:
  1. Vertical setback:  $1/8$  inch (3 mm)  $\pm$  per course (near vertical) or  $1\ 1/8$  inch (28 mm) + per course, per the design.
  2. Alignment and grid attachment mechanism - fiberglass pins, two per unit.
  3. Maximum horizontal gap between erected units shall be  $\leq 1/2$  inch (13 mm).

**2.02 Shear and Reinforcement Pin Connectors**

- A. Shear and reinforcement pin connectors shall be 1/2-inch (12 mm) diameter thermoset isophthalic polyester resin pultruded fiberglass reinforcement rods to provide connection between vertically and horizontally adjacent units and geosynthetic reinforcement, with the following requirements:
  - 1. Flexural Strength in accordance with ASTM D4476: 128,000 psi (882 MPa) minimum.
  - 2. Short Beam Shear in accordance with ASTM D4475: 6,400 psi (44 MPa) minimum.
- B. Shear and reinforcement pin connectors shall be capable of holding the geogrid in the proper design position during grid pre-tensioning and backfilling.

**2.03 Base Leveling Pad Material**

- A. Material shall consist of a compacted crushed stone base, sand and gravel or unreinforced concrete, as shown on the construction drawings.

**2.04 Unit Drainage Fill**

- A. Unit drainage fill shall consist of clean 1 inch (25 mm) minus crushed stone or crushed gravel meeting the following gradation tested in accordance with ASTM D-422:

<u>Sieve Size</u>	<u>Percent Passing</u>
1 inch (25 mm)	100
3/4-inch (19mm)	75 – 100
No. 4 (4.75 mm)	0 – 10
No. 50 (300 um)	0 - 5

- B. Drainage fill shall be placed within the cores of, between, and behind the units as indicated on the design drawings. Not less than 1.2 cubic foot (0.033 m<sup>3</sup>), of drainage fill shall be used for each square foot (0.093 m<sup>2</sup>) of wall face unless otherwise specified.

**2.05 Reinforced Backfill**

- A. Reinforced backfill shall be free of debris and meet the following gradation tested in accordance with ASTM D-422:

<u>Sieve Size</u>	<u>Percent Passing</u>
1 1/2 inch (38 mm)	100
3/4-inch (19 mm)	75 – 100
No. 40 (425 um)	0 – 60
No. 200 (75 um)	0 – 35

Plasticity Index (PI) < 15 and Liquid Limit < 40, per ASTM D4318

- B. The maximum aggregate size shall be limited to 3/4 inch (19 mm) unless installation damage tests have been performed to evaluate potential strength reductions to the geogrid design due to increased installation damage during construction.

- C. Material can be site-excavated soils where the above requirements can be met. Soils not meeting the above criteria, including highly plastic clays and organic soils, shall not be used in the backfill or reinforced backfill soil mass.
- D. Contractor shall submit reinforced fill sample and laboratory test results to the Architect/Engineer for approval, prior to the use of any proposed reinforced backfill material.

## 2.06 Geogrid Soil Reinforcement

- A. Geosynthetic reinforcement shall consist of geogrids manufactured for soil reinforcement applications and shall be manufactured from high tenacity polyester yarn or high density polyethylene. Polyester geogrid shall be made from high tenacity polyester filament yarn with a molecular weight exceeded 25,000 g/m and with a carboxyl end group value less than 30. Polyester geogrid shall be coated with an impregnated PVC coating that resists peeling, cracking and stripping.
- B.  $T_a$  – Long Term Allowable Tensile Design Load.  $T_a$  of the geogrid material shall be determined as follows:  $T_a = T_{ult}/(RF_{cr} * RF_d * RF_{id} * FS)$ .  $T_a$  shall be evaluated based on a 75 year design life.
  1.  $T_{ult}$  – Short Term Ultimate Tensile Strength.  $T_{ult}$  shall be determined in accordance with ASTM D4595 or ASTM D6637.  $T_{ult}$  is based on the minimum average roll values (MARV).
  2.  $RF_{cr}$  – Reduction Factor for Long Term Tension Creep.  $RF_{cr}$  shall be determined from 10,000 hour creep testing performed in accordance with ASTM D5262.  $RF_{cr} = 1.45$  minimum.
  3.  $RF_d$  – Reduction Factor for Durability.  $RF_d$  shall be determined from polymer specific durability testing covering the range of expected soil environments.  $RF_d = 1.10$  minimum.
  4.  $RF_{id}$  – Reduction Factor for Installation Damage.  $RF_{id}$  shall be determined from product specific construction damage testing performed in accordance with ASTM D5818. Test results shall be provided for each product to be used with project specific or more severe soil types.  $RF_{id} = 1.05$  minimum.
  5.  $FS$  – Overall Design Factor of Safety.  $FS$  shall be 1.5 unless noted for the maximum allowable working stress calculation.
- C. The maximum design tensile load of the geogrid shall not exceed the laboratory tested ultimate strength of the geogrid/facing unit connection divided by a factor of safety of 1.5. The connection strength testing and computation procedures shall be in accordance with ASTM D6638 Connection Strength between Geosynthetic Reinforcement and Segmental Concrete Units or NCMA SRWU-1.
- D.  $C_i$  – Coefficient of Soil Interaction.  $C_i$  values shall be determined per ASTM D6706 at a maximum 0.75 inch (19 mm) displacement.
- E. The geogrid manufacturer shall have a Manufacturing Quality Control program that includes QC testing by an independent laboratory. The QC testing shall include Tensile Strength testing, Melt Flow Index testing for HDPE geogrids and Molecular Weight testing for polyester geogrids.

## **2.07 Drainage Pipe**

- A. If required, drainage pipe shall be perforated or slotted PVC pipe manufactured in accordance with ASTM D3034 or corrugated HDPE pipe manufactured in accordance with AASHTO M252.

## **2.08 Geotextile Filter Fabric**

- A. When required, geotextile filter fabric shall be a needle-punched nonwoven fabric that meets the requirements of AASHTO M288.

## **PART 3: EXECUTION**

### **3.01 Excavation**

- A. Contractor shall excavate to the lines and grades shown on the construction drawings. The Owner or Contractors QA/QC representative shall inspect the excavation and test the foundation soils and approve prior to placement of the leveling pad material or fill soils. Any over-excavation required to remove unsuitable soils shall be oversized from the front of the leveling pad and back of the geogrid reinforcement.
- B. Over-excavation and replacement of unsuitable soils and replacement with approved compacted fill will be compensated as agreed upon with the Owner.

### **3.02 Base Leveling Pad**

- A. Leveling pad material shall be placed to the lines and grades shown on the construction drawings to a minimum thickness of 6 inches (150 mm) and extend laterally a minimum of 6 inches in front and behind the Keystone wall unit.
- B. Soil leveling pad materials shall be compacted to a minimum of 95% of Standard Proctor density per ASTM D697 or 92% Modified Proctor density per ASTM D1557.
- C. Leveling pad shall be prepared to insure full contact with the base surface of the concrete units.

### **3.03 Keystone Unit Installation**

- A. First course of units shall be placed on the leveling pad at the appropriate line and grade. Alignment and level shall be checked in all directions and insure that all units are in full contact with the base and properly seated.
- B. Place the front of units side-by-side. Do not leave gaps between adjacent units. Layout of corners and curves shall be in accordance with manufacturer's recommendations.
- C. Install shear/connecting pins per manufacturer's recommendations.
- D. Place and compact drainage fill within and behind wall units. Place and compact reinforced backfill soil behind drainage fill.
- E. Maximum stacked vertical height of wall units, prior to drainage fill and backfill placement and compaction, shall not exceed two courses.

### **3.04 Structural Geogrid Installation**

- A. Geogrid shall be installed with the highest strength direction perpendicular to the wall alignment.
- B. Geogrid reinforcement shall be placed at the strengths, lengths and elevations shown on the construction drawings, or as directed by the engineer.
- C. The geogrid shall be laid horizontally on compacted backfill and attached to the Keystone wall unit pins and within 1 inch of the face of the units. Place the next course of Keystone units over the geogrid. The geogrid shall be pulled taut and anchored prior to backfill placement on the geogrid.
- D. Geogrid reinforcements shall be continuous throughout their embedment lengths and placed side-by-side to provide 100% coverage at each level. Spliced connections between shorter pieces of geogrid or gaps greater than 2 inches between adjacent pieces of geogrid are not permitted.

### **3.05 Reinforced Backfill Placement**

- A. Reinforced backfill shall be placed, spread and compacted in such a manner that minimizes the development of slack in the geogrid and installation damage to the geogrid.
- B. Reinforced backfill shall be placed and compacted in lifts not to exceed 6 inches (150 mm) where hand operated compaction equipment is used, or 8 – 10 inches (200 to 250 mm) where heavy compaction equipment is used. Lift thickness shall be decreased to achieve the required density, as needed.
- C. Reinforced backfill shall be compacted to a minimum of 95% of Standard Proctor density per ASTM D697 or 92% Modified Proctor density per ASTM D1557. The moisture content of the reinforced backfill material during compaction shall be uniformly distributed throughout each layer and shall be dry of optimum by 0 to 3 percentage points of moisture.
- D. Only hand operated compaction equipment shall be allowed within 3 feet (1 M) from the back of the Keystone concrete units.
- E. Tracked construction equipment shall not be operated directly upon the geogrid reinforcement. A minimum fill thickness of 6 inches (150 mm) is required prior to operation of tracked vehicles over the geogrid. Tracked vehicle turning should be kept to a minimum to prevent tracks from displacing the fill and damaging or displacing the Keystone units or geogrid.
- F. Rubber tired equipment may pass over geogrid reinforcement at slow speeds, less than 10 MPH. Sudden braking and turning shall be avoided.
- G. At the end of each day's operation, the Contractor shall slope the last lift of reinforced backfill away from the wall units to direct runoff away from the wall face. The Contractor shall not allow surface runoff from adjacent areas to enter the wall construction site.

### **3.06 Cap Installation**

- A. Prior to placement of the cap units, the upper surface of the top course of wall units shall be cleaned of soil and any other material.
- B. Cap units shall be adequately glued to the underlying wall units with an all-weather exterior construction adhesive.

### **3.07 As-built Construction Tolerances**

- A. Vertical alignment:  $\pm 1.5$  inches (40 mm) over any 10 foot (3 m) distance.
- B. Wall batter: within 2 degrees of design batter. Overall wall batter shall be  $\geq 0$  degrees.
- C. Horizontal alignment:  $\pm 1.5$  inches (40 mm) over any 10 foot (3 m) distance.
- D. Corners and curves:  $\pm 1$  foot (300 mm) to theoretical location.
- E. Maximum horizontal gap between erected units shall be  $\leq 1/2$  inch (13 mm).

### **3.08 Field Quality Control**

- A. Quality Assurance – The owner shall/may engage inspection and testing services, including independent laboratories, to provide quality assurance and testing services during construction. This does not relieve the Contractor from securing the necessary construction quality control testing.
- B. Quality assurance should include foundation soil inspection and testing and verification of the geotechnical design parameters and verification that the contractor's quality control testing is adequate as a minimum. Quality assurance shall also include observation of the construction for general compliance with the design drawings and project specifications. Quality assurance is usually best performed by the site geotechnical engineer.
- C. Quality Control – The Contractor shall engage independent inspection and testing services to perform the minimum quality control testing described in the retaining wall design plans and specifications. Only qualified and experienced technicians and engineers shall perform quality control testing and inspection services.
- D. Quality control testing shall include soil and backfill testing to verify soil types and strengths, compaction and moisture conditions and verification that the retaining wall is being constructed in accordance with the design plans and specifications.

## **PART 4: MEASUREMENT AND PAYMENT**

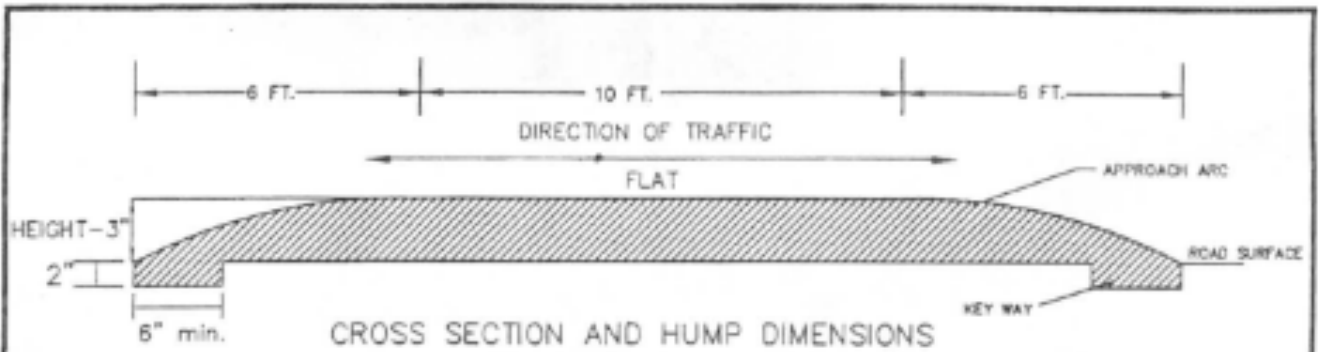
### **4.01 Measurement**

- A. Vertical Face – The vertical face of the wall is the distance between the bottom of the footer retaining wall block and the top of the retaining wall cap block as measured along the finished face of the retaining wall. For retaining walls with sections of differing vertical faces, each section will have the average vertical face determined by the City Construction Inspector. Measurements will be in feet to the nearest tenth of a foot.

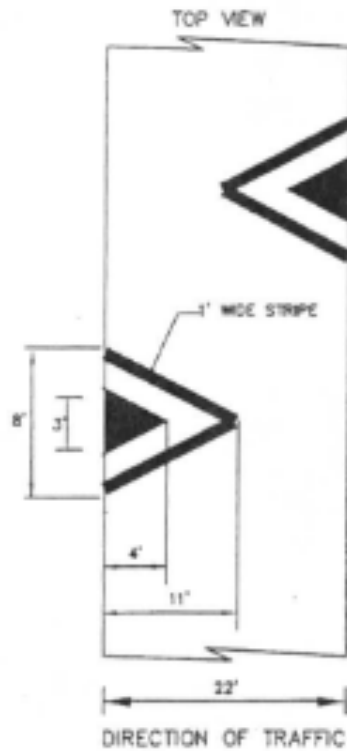
- B. Square Footage – The square footage of the wall is determined by multiplying the Vertical Face measurement and the average length of the wall. The length of the wall will be measured along the top of the retaining wall footing blocks and separately along the top of the cap stones. The two resulting measurements will be added together and that sum will be divided by two to determine the average wall length. Measurements will be in feet to the nearest tenth of a foot.

**4.02 Payment**

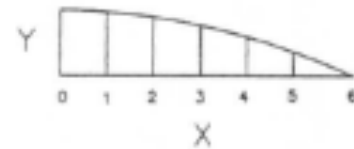
- A. Calculation – Payment for the installed retaining wall will be by the total square footage measured along the vertical face of the finished side of the retaining wall at the contract unit price per square foot. The unit price includes all materials, labor, equipment, overhead, profit and any other costs necessary to furnish and install the retaining wall in its entirety as directed by the Chief of Construction Management.



CROSS SECTION AND HUMP DIMENSIONS

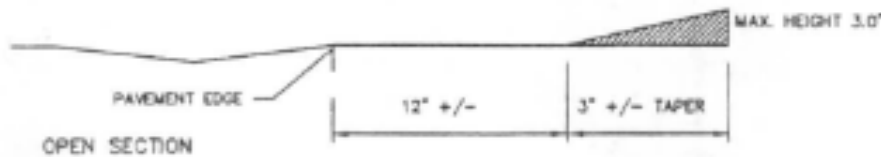
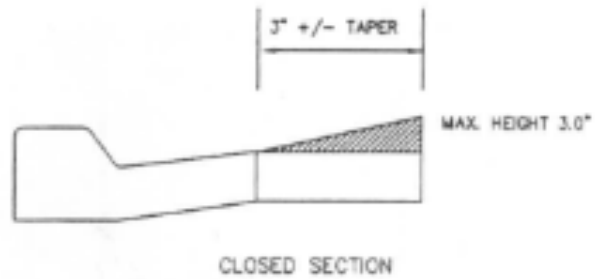


NOTE: MARKINGS TO ALIGN WITH CENTER OF TRAVEL LANE



APPROACH ARC DETAIL

X(ft.)	Y(ft.)	Y(Inches)
0	0.25	3.0
1	0.24	2.9
2	0.22	2.7
3	0.19	2.3
4	0.14	1.7
5	0.08	0.9
6	0.00	0.0



GENERAL NOTES

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

APPROVED 5/19/2011  
DATE

*[Signature]*  
MANAGER, RIGHT-OF-WAY  
PLAN REVIEW SECTION

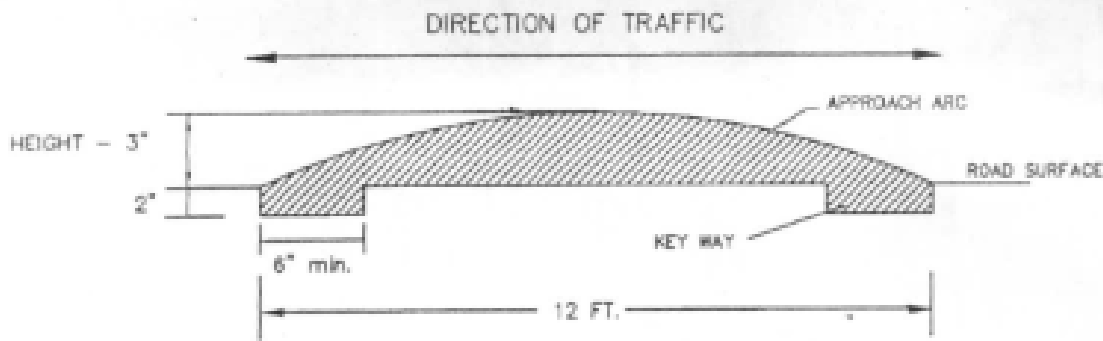
REVISED

*Approach  
Arc*

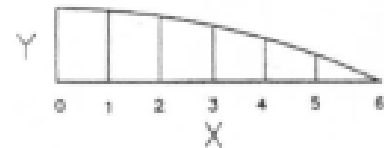
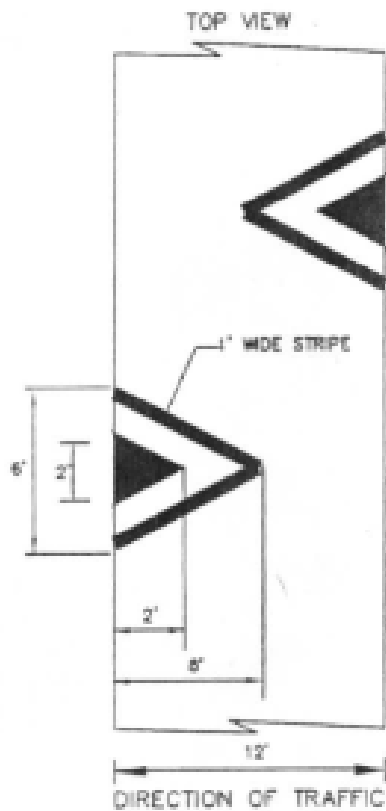
MONTGOMERY COUNTY  
DEPARTMENT OF PERMITTING SERVICES

SPEED HUMP  
FLAT TOP PROFILE

GUIDELINE

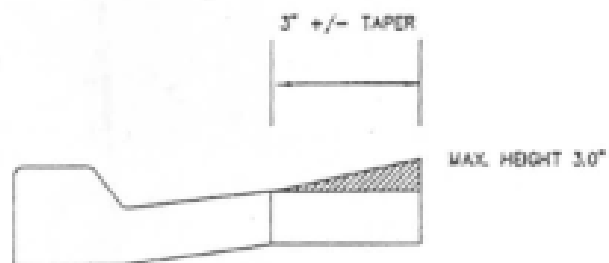


CROSS SECTION AND HUMP DIMENSIONS

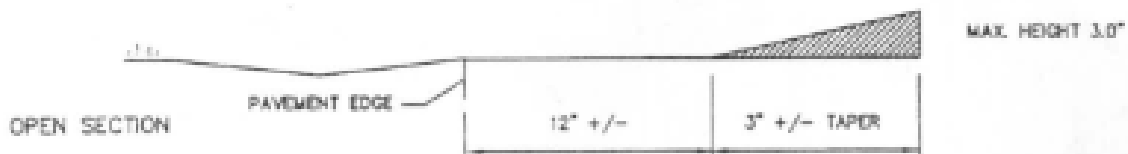


APPROACH ARC DETAIL

X (ft.)	Y (ft.)	Y (inches)
0	0.25	3.0
1	0.24	2.9
2	0.22	2.7
3	0.19	2.3
4	0.14	1.7
5	0.08	0.9
6	0.00	0.0



CLOSED SECTION



OPEN SECTION

GENERAL NOTES

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

APPROVED 5/19/2011  
DATE

*Atul Rajshree*

MANAGER, RIGHT-OF-WAY  
PLAN REVIEW SECTION

REVISED

*Approach  
Arc*

MONTGOMERY COUNTY  
DEPARTMENT OF PERMITTING SERVICES

SPEED HUMP  
WATTS PROFILE

GUIDELINE

# Montgomery County, MD Noise Law

Chapter 31B. Noise Control.

§ 31B-1. Declaration of policy.

§ 31B-2. Definitions.

§ 31B-3. Regulations.

§ 31B-4. Noise control advisory board.

§ 31B-5. Noise level and noise disturbance violations.

§ 31B-6. Noise level and noise disturbance standards for construction.

§ 31B-6A. Seasonal noise level standard for qualifying outdoor arts and entertainment activities.

§ 31B-7. Measurement of sound.

§ 31B-8. Noise sensitive areas.

§ 31B-9. Leaf removal equipment.

§ 31B-10. Exemptions.

§ 31B-11. Waivers.

§ 31B-12. Enforcement and penalties.

## Notes

Editor's note—In *Burrows v. United States*, 2004 U.S. Dist. LEXIS 1104 (2004), the Court interpreted Montgomery County Code Chapter 31B neither to permit a private cause of action for noise control, nor to permit suit against the federal government. Chapter 31B is discussed in *Miller v. Maloney Concrete Company*, 63 Md.App. 38, 491 A.2d 1218 (1985).

\*Cross references—Noise from quarries, § 38-14; radio, etc., without earphones prohibited in public transit facilities, § 54A-2; industrial area noise regulations, § 59-A-5.7.

## Sec. 31B-1. Declaration of policy.

(a) The County Council finds that excessive noise harms public health and welfare and impairs enjoyment of property. The intent of this Chapter is to control noise sources to

protect public health and welfare and to allow the peaceful enjoyment of property. This Chapter must be liberally construed to carry out this intent.

(b) The Department of Environmental Protection administers this Chapter.

(1) The Department must coordinate noise abatement programs of all County agencies, municipalities, and regional agencies.

(2) A County agency, municipality in which this Chapter applies, or regional authority subject to County law must not adopt a standard or regulation that is less stringent than this Chapter or any regulation adopted under this Chapter.

(3) The Director may form an Interagency Coordinating Committee to assist the Director in coordinating noise control policy. If the Director forms the Committee, the Director must designate an individual to chair the Committee. The members of the Committee should be designated by County, local, and regional agencies that the Director invites to participate.

(4) The Department must establish procedures to identify and reduce noise sources when the County plans and issues permits, variances, exemptions, or approvals.

(5) The Department should make recommendations to the County Executive, County Council, and Planning Board regarding noise control policy, regulations, enforcement, and noise sensitive areas. (1996 L.M.C., ch. 32, § 1.)

Editor's note—See County Attorney Opinion dated [3/16/92](#) explaining that the Washington Metropolitan Area Transportation Authority (esp. Metrorail) is subject to the County's noise control law, although an exemption may be obtained if it is in the public interest.

## Sec. 31B-2. Definitions.

In this Chapter, the following words and phrases have the following meanings:

Arts and entertainment activity means a performance of artistic or creative work, such as a play, film, music, or dance, which is readily accessible to the public, whether or not admission is charged. Arts and entertainment activity includes the time necessary to set up and remove any structure or equipment used in the activity.

Construction means temporary activities directly associated with site preparation, assembly, erection, repair, alteration, or demolition of structures or roadways.

dBA means decibels of sound, as determined by the A-weighting network of a sound level meter or by calculation from octave band or one-third octave band data.

Daytime means the hours from 7 a.m. to 9 p.m. on weekdays and 9 a.m. to 9 p.m. on weekends and holidays.

Decibel means a unit of measure equal to 10 times the logarithm to the base 10 of the ratio of a particular sound pressure squared to the standard reference pressure squared. For this Chapter, the standard reference pressure is 20 micropascals.

Department means the Department of Environmental Protection.

Director means the Director of the Department of Environmental Protection or the Director's authorized designee.

Enforcement officer means:

(1) for a noise originating from any source:

(A) an employee or agent of the Department designated by the Director to enforce this Chapter;

(B) a police officer; or

(C) a person authorized under Section 31B-12(a) to enforce this Chapter;

(D) a person authorized by a municipality to enforce this Chapter; or

(2) for a noise originating from an animal source, the Director of the Animal Services Division in the Police Department or the Director's authorized designee.

Impulsive noise means short bursts of a acoustical energy, measured at a receiving property line, characterized by a rapid rise to a maximum pressure followed by a somewhat slower decay, having a duration not greater than one second and a field crest factor of 10 dBA or more. Impulsive noise may include, for example, noise from weapons fire, pile drivers, or punch presses.

Leaf blower means any portable device designed or intended to blow, vacuum, or move leaves or any other type of unattached debris or material by generating a concentrated stream of air. Leafblower includes devices or machines that accept vacuum attachments.

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

Noise means sound, created or controlled by human activity, from one or more sources, heard by an individual.

Noise area means a residential or non-residential noise area:

(1) Residential noise area means land in a zone established under Section 2.1.3.A of Chapter 59 for which the owner has not transferred the development rights, or Sections 2.1.3.B, 2.1.3.C, 2.1.3.D, 2.1.3.G, 2.1.3.H.1, or 2.1.3.H.2 of Chapter 59, or by a political subdivision where Chapter 59 does not apply.

(2) Non-residential noise area means land within a zone established under Section 2.1.3.A of Chapter 59, for which the owner has transferred the development rights, or

Sections 2.1.3.E, 2.1.3.F, 2.1.3.H.3, or 2.1.3.H.4 of Chapter 59, or by a political subdivision where Chapter 59 does not apply.

Noise disturbance means any noise that is:

- (1) unpleasant, annoying, offensive, loud, or obnoxious;
- (2) unusual for the time of day or location where it is produced or heard; or
- (3) detrimental to the health, comfort, or safety of any individual or to the reasonable enjoyment of property or the lawful conduct of business because of the loudness, duration, or character of the noise.

Noise sensitive area means land designated by the County Executive as a noise sensitive area under Section 31B-8.

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

Person means an individual, group of individuals, corporation, firm, partnership, or voluntary association; or a department, bureau, agency, or instrument of the County or any municipality, or of any other government to the extent allowed by law.

Prominent discrete tone means a sound, often perceived as a whine or hum, that can be heard distinctly as a single pitch or a set of pitches. A prominent discrete tone exists if the one-third octave band sound pressure level in the band with the tone exceeds the arithmetic average of the sound pressure levels of the 2 contiguous one-third octave bands by:

- (1) 5 dB for center frequencies of 500 Hz and above;
- (2) 8 dB for center frequencies between 160 and 400 Hz; or
- (3) 15 dB for center frequencies less than or equal to 125 Hz.

Qualifying performing arts facility means the outdoor area of a building, outdoor seasonal, temporary, or permanent stage, or other clearly defined outdoor area or space, which is:

- (1) used for an outdoor arts and entertainment activity; and
- (2) owned or operated by the County; and
- (3) so designed by the County Executive in an Executive Order published in the County Register. The Executive may revoke a designation at any time by publishing an Executive Order revoking the designation in the County Register.

Receiving property means any real property where people live or work and where noise is heard, including an apartment, condominium unit, or cooperative building unit.

Sound means an auditory sensation evoked by the oscillation of air pressure.

Source means any person, installation, device, or animal causing or contributing to noise. (1996 L.M.C., ch. 32, § 1; 2001 L.M.C., ch. 2, § 1; 2011 L.M.C., ch. 7, § 1; 2016 L.M.C., ch. 8, § 1.)

Editor's note—See County Attorney Opinion dated 10/6/00 indicating that long-term parking on public streets is prohibited in certain circumstances, but not based on the size of the vehicle. See County Attorney Opinion dated 3/16/92 explaining that the Washington Metropolitan Area Transportation Authority (esp. Metrorail) is subject to the County's noise control law, although an exemption may be obtained if it is in the public interest.

#### Sec. 31B-3. Regulations.

The County Executive may establish noise control regulations and standards as necessary to accomplish the purposes and intent of this Chapter. Any regulation must be at least as stringent as this Chapter. The Executive by regulation may set fees that are sufficient to offset the costs of Department reviews or other actions required or authorized by this Chapter. (1996 L.M.C., ch. 32, § 1.)

#### Sec. 31B-4. Noise control advisory board.

(a) A Noise Control Advisory Board must advise the County Executive, Director, County Council, and Planning Board on noise control issues, including administration and enforcement of this Chapter.

(b) The Board consists of 11 members appointed by the Executive and confirmed by the Council.

(c) The Board must elect one member as Chair and another member as Vice-Chair to serve at the pleasure of the Board. The Board must meet at the call of the chairperson as required to perform its duties, but not less than once each quarter. A majority of the members of the Board constitutes a quorum for transacting business. The Board may act by a majority vote of those present.

(d) At least every third year, the Board must evaluate the effectiveness of the County's noise control program and recommend any improvements to the Director, County Executive, County Council, and Planning Board.

(e) No later than March 1 each year, the Chair of the Board must report to the Director, County Executive, County Council, and Planning Board on activities and actions the Noise Control Advisory Board took during the previous calendar year.

(f) Advocacy. The Commission must not engage in any advocacy activity at the State or federal levels unless that activity is approved by the Office of Intergovernmental Relations. (1996 L.M.C., ch. 32, § 1; 1999 L.M.C., ch. 2, § 1; 2016 L.M.C., ch. 15, § 1.)

Editor's note-1999 L.M.C., ch. 2, § 1, increased the number of Board members from 7 to 11. 1999 L.M.C., ch. 2, § 2, states:

Sec. 2. Transition.

(a) The terms of the 4 members of the Noise Control Advisory Board added by this Act end:

- (1) for 1 member, on September 30, 1999, and every third year thereafter;
- (2) for 2 members, on September 30, 2000, and every third year thereafter; and
- (3) for 1 member, on September 30, 2001, and every third year thereafter.

(b) When appointing the first individual to serve in one of the 4 new positions, the County Executive must designate the term in subsection (a) for which the Executive is appointing the individual.

(c) This Act does not affect the term of any current member of the Board.

Cross reference-Boards and commissions generally, § 2-141 et seq.

Sec. 31B-5. Noise level and noise disturbance violations.

(a) Maximum allowable noise levels.

(1) Except as otherwise provided in Sections 31B-6(a), 31B-6A, and 31B-8, a person must not cause or permit noise levels that exceed the following levels:

Maximum Allowable Noise Levels (dBA) for Receiving Noise Areas

Daytime

Nighttime

Non-residential noise area

67

62

Residential noise area

65

55

(2) A person must not cause or permit the emission of a prominent discrete tone or impulsive noise that exceeds a level, at the location on a receiving property where noise from the source is greatest, that is 5 dBA lower than the level set in paragraph (1) for the applicable noise area and time.

(3) Sound that crosses between residential and non-residential noise areas must not exceed the levels set in paragraph (1) for residential noise areas.

(b) Noise disturbance. A person must not cause or permit noise that creates a noise disturbance.

(c) Examples. The following examples illustrate common noise-producing acts that violate this section if they exceed the noise level standards set in subsection (a) or create a noise disturbance. The examples are illustrative only and do not limit or expand the noise level or noise disturbance standards of this section:

(1) Sounding a horn or other signaling device on any motor vehicle on private property except:

(A) in an emergency; or

(B) as a danger warning signal during daytime hours if the device complies with noise level limits.

(2) Operating a sound-producing device on public streets for commercial advertising or to attract public attention.

(3) Selling anything by outcry.

(4) Loading, unloading, opening, closing or otherwise handling containers, building materials, construction equipment, or similar objects.

(5) Operating a device that produces, reproduces, or amplifies sound.

(6) Allowing an animal to create a noise disturbance.

(7) Operating power equipment mounted on a motor vehicle or operating other devices powered by a generator or a motor vehicle. (1996 L.M.C., ch. 32, § 1; 2011 L.M.C., ch. 7, § 1.)

Editor's note—See County Attorney Opinion dated 10/6/00 indicating that long-term parking on public streets is prohibited in certain circumstances, but not based on the size of the vehicle. See County Attorney Opinion dated 3/16/92 explaining that the Washington Metropolitan Area Transportation Authority (esp. Metrorail) is subject to the County's noise control law, although an exemption may be obtained if it is in the public interest.

Sec. 31B-6. Noise level and noise disturbance standards for construction.

(a) Maximum allowable noise levels for construction.

(1) A person must not cause or permit noise levels from construction activity that exceed the following levels:

(A) From 7 a.m. to 5 p.m. weekdays:

(i) 75 dBA if the Department has not approved a noise-suppression plan for the activity; or

(ii) 85 dBA if the Department has approved a noise-suppression plan for the activity.

(B) The level specified in Section 31B-5 at all other times.

(2) Construction noise levels must be measured at the location, at least 50 feet from the source, on a receiving property where noise from the source is greatest.

(3) The Department must by regulation establish requirements for noise-suppression plans and adopt procedures for evaluating and approving plans. The regulations must provide that, at least 10 days before approving a noise-suppression plan, the Director must provide public notice reasonably calculated to reach at least a majority of households that might be affected by the construction activity noise levels above 75 dBA.

(b) Construction noise disturbance. The prohibition on noise disturbance in Section 31B-5(b) applies to construction activities, notwithstanding subsection (a).

(c) Examples. The following examples illustrate common construction noise-producing acts that violate this section if they exceed the noise level standards set in subsection (a) or create a noise disturbance. The examples are illustrative only and do not limit or expand the construction noise level or noise disturbance standards of this section:

(1) Delivering materials or equipment, or loading or unloading during nighttime hours in a residential noise area.

(2) Operating construction equipment with audible back-up warning devices during nighttime hours. (1996 L.M.C., ch. 32, § 1.)

Sec. 31B-6A. Seasonal noise level standard for qualifying outdoor arts and entertainment activities.

(a) Each outdoor arts and entertainment activity held at a qualifying performing arts facility must not exceed the following noise decibel limits:

(1) from 11 a.m. to 11 p.m. during April 1 through October 31, 75 dBA, as measured on the receiving property; and

(2) at all other times, the maximum allowable noise level set in Section 31B-5.

(b) A qualifying performing arts facility which has complied with this Section must not cause or permit noise levels from an outdoor arts and entertainment activity to exceed the standards in subsection (a).

(c) Any outdoor arts and entertainment activity conducted at a qualifying performing arts facility which has complied with this Section must not be cited as causing a noise disturbance.

(d) The Department must annually advise the Executive and Council, and the operator of each qualifying performing arts facility, whether the noise levels specified in this Section remain appropriate for that facility and the extent of compliance with those levels. (2011 L.M.C., ch. 7, § 1)

#### Sec. 31B-7. Measurement of sound.

(a) The Department must issue regulations establishing the equipment and techniques it will use to measure sound levels. The Department may rely on currently accepted standards of recognized organizations, including the American National Standards Institute (ANSI), American Society for Testing and Materials (ASTM), and the United States Environmental Protection Agency.

(b) For multiple sources of sound, the Department may measure sound levels at any point to determine the source of a noise. (1996 L.M.C., ch. 32, § 1.)

#### Sec. 31B-8. Noise sensitive areas.

(a) The County Executive may designate by regulation land within any geographical area as a noise sensitive area to protect public health, safety, and welfare. The regulation may prohibit certain noise producing activities in the noise sensitive area.

(b) A regulation under subsection (a) must:

- (1) describe the area by reference to named streets or other geographic features;
  - (2) explain the reasons for the designation;
  - (3) establish specific noise limits or requirements that apply in the noise sensitive area;
- and

(4) describe by example or enumeration activities or sources that violate the limits or requirements.

(c) A regulation under subsection (a) may establish limits or requirements for a noise sensitive area that are more stringent than those that otherwise would apply to the area under this Chapter. (1996 L.M.C., ch. 32, § 1.)

#### Sec. 31B-9. Leaf removal equipment.

(a) Except as provided in this section, a person must not sell, buy, offer for sale, or use a leafblower at any time that has an average sound level exceeding 70 dBA at a distance of 50 feet. This requirement is in addition to any other noise level or noise disturbance standard that applies under this Chapter.

(b) An individual who owns or occupies a residence in a residential noise area may use at the individual's residence a leafblower bought or manufactured before July 1, 1990, until July 1, 1998, even if it exceeds the standard in subsection (a). After July 1, 1998, a person must not use any leafblower that violates the standard in subsection (a).

(c) The Department must apply the standard in subsection (a) in accordance with the most current leaf-blower testing standard of the American National Standards Institute (ANSI).

(d) The Department may inspect, and on its request a person must produce, any leafblower that is sold, offered for sale, or used in the County, to determine whether the leafblower complies with this section. A person who relies in good faith on a manufacturer's written representation of the sound level of a leafblower that has not been modified is not subject to a penalty for violating this section.

(e) Sale of combustion leaf removal equipment – prohibited. A person must not sell or offer for sale a combustion engine-powered handheld, backpack, or walk-behind leaf blower or leaf vacuum.

(f) Use of combustion leaf removal equipment – prohibited. A person must not use a combustion engine-powered handheld, backpack, or walk-behind leaf blower or leaf vacuum.

(g) Reimbursement. Subject to an appropriation by the County Council, the Director must establish a time-limited program based on criteria set by regulation to partially reimburse County residents and businesses that purchase electric leaf blowers or leaf vacuums.

(h) Application for reimbursement. To receive reimbursement under subsection (g), an applicant must apply to the Director in a form prescribed by the Director.

(i) Regulations. Not later than March 30, 2024, the County Executive must transmit to the Council Method (1) regulations to establish the reimbursement program under subsection (g).

(j) An enforcement officer may issue a civil citation under this Section if the Director receives a complaint of a noise disturbance supported by photographic evidence of a violation of subsection (f).

(k) Annual reporting. By February 1 of each year, the Director must submit to the Council an annual report for the preceding year on the successes or challenges of the reimbursement program, outreach activities, statistical data related to enforcement, new technology trends for electrification of lawn care equipment, and any recommended

changes to the law or operating budget. The Council may request the Director to provide additional information, as needed. (1996 L.M.C., ch. 32, § 1; 2023 L.M.C., ch. 31, § 1.)

Editor's note—2023 L.M.C., ch. 31, § 2, states: Effective date; staggered implementation. The prohibition against sales under subsection (e) of Section 31B-9, added under Section 1 of this Act, must take effect on July 1, 2024. The prohibition against use under subsection (f) of Section 31B-9, added under Section 1 of this Act, must take effect on July 1, 2025.

2023 L.M.C., ch. 31, § 3, states: Required notices. On or after the effective date of this Act and before the effective date of the prohibition against sales under this Act, a person who sells, at retail, a combustion engine-powered handheld, backpack, or walk-behind leaf blower or leaf vacuum in the County must provide conspicuous notice to the consumer that the leaf blower usage will be prohibited in the County.

#### Sec. 31B-10. Exemptions.

(a) This Chapter does not apply to:

(1) agricultural field machinery used and maintained in accordance with the manufacturer's specifications;

(2) emergency operations by fire and rescue services, police agencies, or public utilities and their contractors;

(3) a source or condition expressly subject to any State or federal noise-control law or regulation that is more stringent than this Chapter;

(4) sound, not electronically amplified, created between 7 a.m. and 11 p.m. by sports, amusements, or entertainment events or other public gatherings operating according to the requirements of the appropriate permit or licensing authority. This includes athletic contests, carnivals, fairgrounds, parades, band and orchestra activities, and public celebrations.

(b) The County Executive may issue regulations exempting from Section 31B-5 sources associated with routine residential living during daytime hours, such as home workshops, power tools, and power lawn and garden equipment, when used in accordance with manufacturer specifications. This exception does not apply to repairs or maintenance on a motor vehicle that is not registered for use on public roads.

(c) Section 31B-9 of this Chapter does not apply to agricultural producers located on agriculturally assessed properties where farming or agricultural use and activities are permitted under Article 59, Section 3.2.6 of the Zoning Ordinance. (1996 L.M.C., ch. 32, § 1; 2023 L.M.C., ch. 31, § 1.)

Editor's note—2023 L.M.C., ch. 31, § 3, states: Required notices. On or after the effective date of this Act and before the effective date of the prohibition against sales under this Act, a person who sells, at retail, a combustion engine-powered handheld, backpack, or walk-

behind leaf blower or leaf vacuum in the County must provide conspicuous notice to the consumer that the leaf blower usage will be prohibited in the County.

#### Sec. 31B-11. Waivers.

##### (a) Temporary waiver.

(1) The Director may waive any part of this Chapter for a temporary event if the noise the event will create or cause in excess of the limits established under this Chapter is offset by the benefits of the event to the public.

(2) When the Director receives an application under this subsection, the Director must provide public notice of the application reasonably calculated to reach at least a majority of households that might be affected by noise levels anticipated for the event. The Director must not approve an application under this subsection less than 10 days after the public notice.

##### (b) General waiver.

(1) The Director may waive any part of this Chapter if the Director determines that compliance in a particular case is not practical and would impose undue hardship.

(2) When the Director receives an application under this subsection, the Director must schedule a hearing on the application within 60 days.

(3) At least 30 days before the hearing, the applicant must advertise the hearing by:

(A) placing a display advertisement in a newspaper of general circulation in the community where the source that is the subject of the application is located; and

(B) posting a sign at the location of the source.

(4) Based on evidence presented at the hearing, the Director may grant a waiver for up to 3 years, under terms and conditions appropriate to reduce the impact of the exception.

(5) The Director may renew a waiver granted under this subsection if the applicant shows that the circumstances supporting the original waiver have not changed.

(c) Violation of waiver. The Director may suspend, modify, or revoke a waiver granted under this section if a person violates the terms or conditions of the waiver.

(d) Regulations and fees. The County Executive must issue regulations implementing this section that:

(1) set the procedures and fees to apply for a waiver under subsections (a) or (b);

(2) require the applicant to use the best technology and strategy reasonably available to mitigate noise, as determined by the Director;

(3) allow temporary waivers under subsection (a) of no more than 30 days, renewable at the discretion of the Director no more than twice; and

(4) specify the requirements for the hearing advertisement and sign required under subsection (b)(3). (1996 L.M.C., ch. 32, § 1.)

#### Sec. 31B-12. Enforcement and penalties.

(a) The Department must enforce this Chapter. The County Executive may delegate in writing the authority to enforce parts of this Chapter to the Police Department or any other Executive agency.

(b) A violation of this Chapter is a Class A violation. Each day a violation continues is a separate offense. A violation of Section 31B-6 is a separate offense in addition to any other violation of this Chapter arising from the same act or occurrence.

(c) The Department may seek injunctive or other appropriate judicial relief to stop or prevent continuing violations of this Chapter.

(d) If the Director finds that a person has violated this Chapter, the Director may issue a notice of violation and corrective order to the person. The notice must contain the following information:

(1) the section of this Chapter that the person violated;

(2) the date, nature, and extent of the violation;

(3) the action required to correct the violation;

(4) if the Director requires a compliance plan, the deadline for submitting the plan to the Director; and

(5) the deadline for compliance.

(e) The compliance plan referred to in subsection (d)(4) must establish a schedule for achieving compliance with this Chapter, as specified in the corrective order. A compliance plan, and amendments to a plan, are not effective until the Director approves the plan or amendment. An action allowed under an approved compliance plan does not violate this Chapter.

(f) Except as provided in Section 31B-9(j), an enforcement officer may issue a civil citation for any violation of this Chapter if the enforcement officer:

(1) witnesses the violation; or

(2) receives complaints from at least 2 witnesses of a noise disturbance.

Complaints by 2 witnesses are required to issue a citation under paragraph (2), but are not required to prove that a person violated this Chapter.

(g) The Executive Director of the Office of Animal Services may initiate administrative action before the Animal Matters Hearing Board instead of an enforcement officer issuing a citation under subsection (f) for a violation of this Chapter originating from an animal source.

(h) A person aggrieved by any action or order of the Director under Sections 31B-9 and 31B-11 may seek reconsideration within 10 days after the date of the action or order. A request for reconsideration must be in writing to the Director, and must specify the date and nature of the action or order, the injury sustained, the remedy requested, and the legal basis for the remedy. If the Director finds that there are material facts in dispute, the Director may refer the matter to a hearing officer under the procedures specified in Chapter 2A. If the Director finds that there are no material facts in dispute, the Director must make a final decision on the request for reconsideration in writing within 45 days after receiving the request. The aggrieved person may appeal from the Director's final decision within 30 days after the Director issues the decision, as provided in Section 2A-11.

(i) (1) A person responsible for a violation of Section 31B-6 and the person responsible for the management or supervision of the construction site where the source of the violation is located are jointly and severally liable for the violation.

(2) For recurring violations of Section 31B-6 on the same construction site, in addition to any other penalty under this Chapter, the Director may issue a stop work order, as provided in Section 8-20, for up to:

(A) 3 consecutive working days for a second violation within 30 days after the first violation;

(B) 5 consecutive working days for a third violation within 60 days after the first violation; and

(C) 7 working days per offense for the fourth and subsequent violations within a 120-day period.

(3) This Chapter does not limit the Director's authority under Chapter 8 to revoke a permit or approval issued under that Chapter.

(j) Any person aggrieved by a violation of this Chapter may file a civil action in any court with jurisdiction against a person responsible for the alleged violation. The aggrieved person must notify the alleged violator and the Director of the alleged violation at least 60 days before filing the action. A person must not file an action under this subsection if the County Attorney has filed a civil action against the same alleged violator regarding the same violation. (1996 L.M.C., ch. 32, § 1; 2001 L.M.C., ch. 2, § 1; 2020 L.M.C., ch. 18, §1.; 2023 L.M.C., ch. 31, § 1.)

Editor's note—2023 L.M.C., ch. 31, § 3, states: Required notices. On or after the effective date of this Act and before the effective date of the prohibition against sales under this Act, a person who sells, at retail, a combustion engine-powered handheld, backpack, or walk-behind leaf blower or leaf vacuum in the County must provide conspicuous notice to the consumer that the leaf blower usage will be prohibited in the County.

2020 L.M.C., ch. 18, § 2, states: Sec. 2. Transition. References to the Division of Animal Services in County law, contract, or regulation means the Office of Animal Services.

# Montgomery County Noise Ordinance

## Construction Noise

Construction and development projects are by their nature not quiet. However, with careful planning and operation, it's possible to minimize potential noise disturbances from construction activities. Construction workers, contractors and engineers, should be aware of how activities are regulated under the [Montgomery County Noise Control Law](#).

If after reading this information you believe a construction site is in violation of the Montgomery County Noise Control Law, [file a Two-Party Noise Complaint](#).

**Please note that start times are delayed and noise levels are decreased for construction activities on [County Holidays](#).**

- [Noise Control Home](#)
- [Construction Noise](#)
- [Noise Waivers & Suppression Plans](#)
- [Reducing Noise Problems](#)
- [File a Noise Complaint](#)

## Construction Noise Basics

Virtually all potential noise sources that operate permanently or semi-permanently can be designed or controlled to meet the receiving property line standard. Likewise, potential sources under human control, such as electronically amplified sound, can be designed to meet the law requirements.

Noise from some construction activities, however, is difficult, if not impossible, to control to the receiving property line. This is because the engineering design and technical controls that are effective on stationary sources aren't practical or reasonable for a temporary, often mobile, noise source.

The Noise Control Law, therefore, contains certain standards specific to construction noise. DEP has several tools available to help mitigate and regulate this potential source of disturbance.

## Construction Noise Exemptions and Standards

The Montgomery County Noise Control Law defines construction as temporary activities directly associated with site preparation, assembly, erection, repair, alteration, or

demolition of structures or roadways. Construction noise levels must be measured on a receiving property, but no closer than 50 feet from the noise source.

Notice to Contractors

From **7 am to 5 pm weekdays**, construction noise levels must not exceed:

- **75 dBA** without a Noise Suppression Plan
- **85 dBA** with a Noise Suppression Plan

[Download Noise Suppression Plan Guidelines \(PDF\)](#)

**At all times other than 7 am to 5 pm weekdays**, the general guidelines in the Noise Control Law must be met. The following table provides a summary of the noise standards for construction activities:

Construction Noise Standards by Time of Day		
Time of Day	Residential	Non-residential*
Weekday: 7 am to 5 pm (exempted hours)	75 dBA (85 dBA with a Noise Suppression Plan)	75 dBA (85 dBA with a Noise Suppression Plan)
Weekday: 5 pm to 9 pm (daytime hours)	65 dBA	67 dBA
Weekday: 9 pm to 7 am	55 dBA	62 dBA
Weekends and Holidays**: 9 am to 9 pm (daytime hours)	65 dBA	67 dBA
Weekends and Holidays**: 9 pm to 9 am (nighttime hours)	55 dBA	62 dBA

\*In most circumstances in the County, the receiving property will be considered residential.

**Be Aware!** Construction activities are also subject to the "Noise Disturbance" provisions of the Law. Although a noise disturbance could conceivably occur at any time, it is most likely to happen during nighttime hours. The following are examples of noise disturbances:

- The delivery of materials or equipment;
- The loading or unloading in a residential area; or
- The operating of construction equipment with audible backup warning devices.

The County mails copies of the Law upon request. If you have questions or comments, [contact 311](#).



**CITY OF ROCKVILLE**  
Procurement Department  
111 Maryland Avenue  
Rockville, Maryland 20850-2364  
Phone 240-314-8430 Fax 240-314-8439

**ADDENDUM 1**

**DATE:** January 30, 2026

**REFERENCE:** City of Rockville  
Invitation for Bids:

**IFB 16-26**  
**Construction, Repair, and Maintenance of Concrete and Brick Infrastructure**

**Scheduled Bid Due Date:**

**Wednesday, February 25, 2026 at 2:00 P.M. (EST)**

---


**Pre-Bid Conference Change:**

1. The new Pre-Bid Conference date is Wednesday, February 4, 2026 at 11:00 A.M. EST. Updated link provided below:  
<https://rockvillemd.webex.com/weblink/register/rfa5f840a05e8d968fe007a4e1064d72b>

Please sign below to acknowledge receipt of addendum and return with your bid.

AJ Romano Construction Inc

Company Name

  
Authorized Signature

2/25/26

Date

APPENDIX C - PRICING SHEET-GROUP I

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
1	<u>Remove, dispose &amp; replace</u> existing Montg. Co. Std. 100.01 type A & type C, Montg. Co. Std. 102.01 depressed, and Montg. Co. Std. 104.01 type F, <u>Concrete Curb &amp; Gutter</u> (including excavation, backfill, topsoil, seed & mulch)	L. F.	6,000	\$37.00	\$222,000.00
2	<u>Remove &amp; dispose</u> existing Montg. Co. Std. 100.01 type A & type C, Montg. Co. Std. 102.01 depressed, and Montg. Co. Std. 104.01 type F, <u>Concrete Curb &amp; Gutter</u> (including excavation, backfill, topsoil, seed & mulch)	L. F.	100	\$12.00	\$1,200.00
3	<u>Furnish &amp; Install</u> new Montg. Co. Std. 100.01 type A & type C, Montg. Co. Std. 102.01 depressed, and Montg. Co. Std. 104.01 type F, <u>Concrete Curb &amp; Gutter</u> (including excavation, backfill, topsoil, seed & mulch)	L. F.	200	\$28.00	\$5,600.00
4	Furnish & install SHA Std. 620.02 Type A concrete curb & gutter (8" face) including excavation, backfill, topsoil, seed & mulch)	L. F.	100	\$27.00	\$2,700.00
5	Remove & dispose of existing temp. bituminous concrete curb.	L. F.	50	\$12.00	\$600.00
6	Install new temp. bituminous concrete curb. (SHA detail MD 615.01)	L. F.	50	\$12.00	\$600.00
7	<u>Furnish &amp; Install</u> new SHA Std. 645.02 <u>monolithic concrete median</u> (height & width vary). Including saw cut existing surface, demolition of existing surface, excavation, refill, curing, etc.	C. Y.	20	\$350.00	\$7,000.00
8	<u>Remove, dispose &amp; replace</u> existing Montg. Co. Std. 110.01, 4-inch thick concrete sidewalk, width varies. Including demolition, excavation, backfill, curing, topsoil, seed & mulch	S. Y.	7,000	\$80.00	\$560,000.00

APPENDIX C - PRICING SHEET-GROUP I

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
9	<u>Remove &amp; dispose</u> of existing Montg. Co. Std. 110.01 ,4-inch thick <u>concrete sidewalk</u> , width varies. Including demolition, excavation, backfill, curing, topsoil, seed & mulch	S. Y.	50	\$10.00	\$500.00
10	<u>Furnish &amp; Install</u> new MC 110.01 <u>concrete sidewalk</u> , 4-inch thick, width varies, (including excavation, backfill, curing, topsoil, seed & mulch restoration)	S. Y.	1,000	\$50.00	\$50,000.00
11	Remove & dispose of existing asphalt sidewalks & paths, maximum 6-inch thick, width varies. (including demolition, excavation, backfill, topsoil, seed & mulch restoration)	S. Y.	50	\$12.00	\$600.00
12	Furnish & install detectable warning strips (ARMOR-TILE) Tactile System or approved equal for ADA compliance on curb ramps.	S. F.	200	\$50.00	\$10,000.00
13	Concrete grinding of sidewalk trip hazards as per Technical Specifications	L. F.	1,000	\$12.00	\$12,000.00
14	<u>Remove &amp; dispose</u> of existing 7-inch thick <u>residential driveway apron</u> , including demolition, excavation, backfill, topsoil, seed & mulch restoration.	S. Y.	50	\$12.00	\$600.00
15	<u>Remove &amp; dispose</u> of existing 9-inch thick <u>commercial driveway apron</u> , including demolition, excavation, backfill, topsoil, seed & mulch restoration.	S. Y.	50	\$12.00	\$600.00
16	<u>Remove, dispose &amp; replace</u> existing 7- inch thick <u>residential driveway apron</u> , including demolition, excavation, backfill, topsoil, seed & mulch restoration.	S. Y.	2,000	\$95.00	\$190,000.00

APPENDIX C - PRICING SHEET-GROUP I

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
17	<u>Remove, dispose &amp; replace</u> existing 9- inch thick <u>commercial driveway apron</u> , including demolition, excavation, backfill, topsoil, seed & mulch restoration.	S. Y.	400	\$100.00	\$40,000.00
18	<u>Furnish &amp; install</u> new 7-inch thick <u>residential driveway apron</u> , including demolition, excavation, backfill, topsoil, seed & mulch restoration.	S. Y.	100	\$75.00	\$7,500.00
19	<u>Furnish &amp; install</u> new 9-inch thick <u>commercial driveway apron</u> , including demolition, excavation, backfill, topsoil, seed & mulch restoration.	S. Y.	50	\$85.00	\$4,250.00
20	<u>Remove, dispose &amp; replace</u> existing 4- inch thick pervious concrete sidewalk, width varies. Including demolition, excavation, backfill, curing, topsoil, seed & mulch	S. Y.	1,000	\$42.00	\$42,000.00
21	<u>Furnish &amp; Install</u> new 4-inch thick pervious concrete sidewalk, width varies. Including demolition, excavation, backfill, curing, topsoil, seed & mulch	S.Y.	1,000	\$200.00	\$200,000.00
22	<u>Remove, dispose &amp; replace</u> existing 7- inch thick pervious concrete sidewalk, width varies. Including demolition, excavation, backfill, curing, topsoil, seed & mulch	S. Y.	1,000	\$225.00	\$225,000.00
23	<u>Furnish &amp; Install</u> new 7-inch thick pervious concrete sidewalk, width varies. Including demolition, excavation, backfill, curing, topsoil, seed & mulch	S.Y.	1,000	\$200.00	\$200,000.00
24	Remove & dispose of existing asphalt roadway paving and subgrade.	C. Y.	100	\$42.00	\$4,200.00
25	<u>Saw cut existing asphalt or concrete</u> to full depth of the existing thickness when directed by the City Inspector. <i>Generally, saw cutting is incidental to all removal costs.</i>	L. F.	100	\$2.40	\$240.00

APPENDIX C - PRICING SHEET-GROUP I

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
26	<u>Remove, dispose &amp; replace</u> existing reinforced concrete inlet tops, including front angle irons, manhole frame & cover and field paint all metal surfaces.	S. Y.	50	\$95.00	\$4,750.00
27	<u>Remove, dispose &amp; replace</u> existing concrete inlet throat, including top slab support.	L. F.	50	\$38.00	\$1,900.00
28	Furnish & install MSHA Hot Mix Asphalt <u>base course</u> for small patches as per SHA Specifications, Section 505 (25mm size agg) <u>by hand</u> . Includes saw cutting, removal of existing asphalt, tack coat edges, compaction, etc.	TON	200	\$135.00	\$27,000.00
29	Furnish & install MSHA Hot Mix Asphalt <u>surface course</u> for small patches as per SHA Specifications, Section 505 (12.5mm size agg) <u>by hand</u> . Includes saw cutting, removal of existing asphalt, tack coat edges, compaction, etc.	TON	100	\$135.00	\$13,500.00
30	Furnish & install MSHA Hot Mix Asphalt <u>base course</u> for large patches as per SHA Specifications, Section 505 (25mm size agg) <u>by machine</u> . Includes saw cutting, removal of existing asphalt, tack coat edges, compaction, etc.	TON	200	\$135.00	\$27,000.00
31	Furnish & install MSHA Hot Mix Asphalt <u>surface course</u> for large patches as per SHA Specifications, Section 505 (12.5mm size agg) <u>by hand</u> . Includes saw cutting, removal of existing asphalt, tack coat edges, compaction, etc.	TON	100	\$135.00	\$13,500.00
32	Furnish & install Graded Aggregate Base (GAB) in trenches & patches as directed, including earth excavation, excess disposal off site, compaction, etc.	TON	100	\$60.00	\$6,000.00
33	Furnish & install MSHA Hot Mix Asphalt for pathways, 2-inch asphalt surface (9.5mm) and 4-inch asphalt base (25mm) including compaction. (excavation & grading not included)	TON	200	\$135.00	\$27,000.00

APPENDIX C - PRICING SHEET-GROUP I

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
34	Furnish & install sod, complete, in place per WSSC Specifications, section 02930	S. Y.	100	\$12.00	\$1,200.00
35	Furnish & install seed & mulch restoration where directed by the City Inspector, per SHA specifications. <i>Generally, seed &amp; mulch restoration is incidental to all pay items. Does not</i>	S. Y.	100	\$10.00	\$1,000.00
36	Furnish & install clean, screened, natural topsoil, including subgrade preparation, placement, spreading, surface preparation, in accordance with MSHA Std. Specs, Section 705.	TON	100	\$80.00	\$8,000.00
37	Furnish, install & compact select borrow backfill material per MDSHA specifications. <i>Minimum 105 PCF unit weight required</i>	TON	50	\$40.00	\$2,000.00
38	Furnish & install MDSHA (min 9-inch thick) Portland Cement Concrete Paving, in place, per MDSHA specs., including longitudinal ties, excavation,	C. Y.	50	\$200.00	\$10,000.00
39	Remove & replace existing brick masonry channels in manholes & inlets, including all disposal off-site.	C. F.	50	\$28.00	\$1,400.00
40	Remove & replace existing brick retaining walls, to match existing, including all labor & materials. <i>For spot repairs only.</i>	C. F.	50	\$45.00	\$2,250.00
41	Provide & install masonry unit block retaining wall system, including aggregate base leveling course, ties, reinforcing, installed per Manufactures requirements. Max height of wall to be 4-feet. Includes all excavation, filter cloth, gravel drain backfill, Block to be Keystone, standard unit, straight face, buff color.	SQ. FT. / Vertical wall face	500	\$25.00	\$12,500.00

APPENDIX C - PRICING SHEET-GROUP I

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
42	Furnish, install & fill various sizes of vinyl coated wire gabion baskets, per City Specifications. Includes excavation, compaction of subgrade, leveling and stacking of baskets, rip-rap stone placement and filter cloth.	C. Y.	20	\$90.00	\$1,800.00
43	Furnish & install MDSHA #57 aggregate for subgrade, including excavation & off-site disposal of excess material.	TON	50	\$100.00	\$5,000.00
44	Furnish & install MDSHA #2 aggregate for subgrade, including excavation & off-site disposal of excess material.	TON	50	\$120.00	\$6,000.00
45	Provide variable message board (VMS), including delivery, installation, set-up, programming, maintenance & appurtenances and removal for continuous 24-hour operational daily use. <i>Each VMS to be solar powered, 3- line message face, full sized, trailer mounted.</i>	Each/day	100	\$60.00	\$6,000.00
46	Miscellaneous unclassified earth excavation, including stock piling of existing material for re-use, & disposal off-site of excess.	C. Y.	100	\$25.00	\$2,500.00
GRAND TOTAL					<b>\$1,967,490.00</b>

**\*STIPULATED ITEMS\*** (Do not provide pricing)

*By submittal of this bid document, the Bidder hereby agrees to and accepts the prices stipulated in the following items*

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
*47*	Furnish & install Hot Mix Asphalt for Speed Humps per Montgomery Co. Detail shown in Appendix A	Each	1	\$4,500.00	XX
*48*	Vertically adjust sanitary sewer manhole frame & cover up to 4-inches, per COR standard detail SM-1, Inc. all labor and materials	Each	1	\$500.00	XX

APPENDIX C - PRICING SHEET-GROUP I

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
*49*	Vertically adjust water valve box frame & cover up to 4-inches, per COR standard detail WV-1 Inc. all labor and materials	Each	1	\$400.00	XX
*50*	Vertically adjust water meter crock frame & cover up to 4-inches per WSSC Specifications Inc. all labor and	Each	1	\$500.00	XX
*51*	Vertically adjust sanitary sewer house connection cleanout lid up to 4-inches per WSSC Specifications Inc. all labor and materials	Each	1	\$500.00	XX
*52*	Furnish & install / construct 4-foot diameter manhole per WSSC Std. det. S-3.0 and per WSSC specifications	V. F.	1	\$1,000.00	XX
*53*	Furnish & install / construct standard type C endwall per MDSHA det. MD354.01	C. Y.	1	\$2,000.00	XX
*54*	Furnish & install / construct standard WR inlet per MDSHA std. det. MD374.04	Each	1	\$9,000.00	XX
*55*	Furnish & install / construct standard COG inlet, 5-foot throat only, per MDSHA std. det. MD374.31	Each	1	\$8,000.00	XX
*56*	Furnish & install / construct standard COS inlet, 5-foot throat only, per MDSHA std. det. MD374.41	Each	1	\$8,000.00	XX
*57*	Furnish & install / construct standard single or double opening type K inlet with grate, per MDSHA std. det. MD378.11	Each	1	\$6,000.00	XX
*58*	Construct WSSC standard field connection (up to 21-inch diameter RCP) complete, in-place, including earth excavation, backfill and compaction.	Each	1	\$2,000	XX
*59*	Construct concrete stairs per MDSHA Std. MD657.00, complete, in-place, including earth excavation and backfill, as directed.	C. Y.	1	\$1,500.00	XX
*60*	Furnish and install 15-inch diam. Class IV RCP, in place, including earth excavation, backfill and compaction.	L. F.	1	\$300.00	XX

APPENDIX C - PRICING SHEET-GROUP I

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
*61*	Furnish and install 18-inch diam. Class IV RCP, in place, including earth excavation, backfill and compaction.	L. F.	1	\$350.00	XX
*62*	Furnish and install 21-inch diam. Class IV RCP, in place, including earth excavation, backfill and compaction.	L. F.	1	\$425.00	XX
*63*	Furnish and install 24-inch diam. Class IV RCP, in place, including earth excavation, backfill and compaction.	L. F.	1	\$500.00	XX
*64*	Rock Excavation as directed	C. Y.	1	\$400.00	XX
*65*	Miscellaneous and test pit excavation BY HAND as directed	V. F.	1	\$200.00	XX
*66*	Furnish and install asphaltic "cold-mix" material, including compaction for temporary patches as directed	TON	1	\$300.00	XX
*67*	Furnish, install and maintain "gutter buddy" or approved equal for inlet protection as directed.	Each	1	\$600.00	XX
*68*	Furnish and install silt fence (entrenched)	L. F.	1	\$10.00	XX
*69*	Furnish and install plastic green tree save fence and/or orange safety fence as directed	L. F.	1	\$10.00	XX
*70*	Provide pressure injected epoxy crack repair as described in Technical Specification.	L. F.	1	\$150.00	XX
*71*	Provide trowel Graded Mortar Repairs as described in Technical Specification.	C. F.	1	\$350.00	XX

## APPENDIX D-PRICING SHEET - GROUP II

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
1	<b>Remove and Dispose</b> of exist. Temp. Asphalt repairs or patches	SY	50	\$50.00	\$2,500.00
2	<b>Remove, Re-grade and Replace</b> existing unit pavers or brick pavers to re-establish proper grade or cross- slope.	SY	1,500	\$178.00	\$267,000.00
3	<b>Remove and Dispose</b> of existing concrete or asphalt sidewalks including minor re-grading as necessary	SY	1,000	\$10.00	\$10,000.00
4	<b>Remove and Dispose</b> of existing brick or unit pavers	SY	100	\$20.00	\$2,000.00
5	Remove and dispose of unsuitable earth or subgrade material	CY	100	\$75.00	\$7,500.00
6	<b>Furnish and Install</b> Graded Aggregate Base (GAB)	TONS	200	\$50.00	\$10,000.00
7	<b>Furnish and Install</b> miscellaneous concrete for curb and gutter and 4" finished sidewalk curb ramps	CY	10	\$550.00	\$5,500.00
8	<b>Furnish and Install</b> unfinished concrete for brick and unit paver base	CY	50	\$350.00	\$17,500.00
9	<b>Furnish and Install</b> select earth backfill including compaction	CY	10	\$125.00	\$1,250.00
10	<b>Furnish and Install</b> Amerigrid EL130-660	SY	100	\$10.00	\$1,000.00
11a	<b>Furnish and Install</b> new 2" unit pavers, including sand leveling course & joints as specified.	SY	200	\$85.00	\$17,000.00
11b	<b>Furnish and Install</b> new 3" unit pavers, including sand leveling course & joints as specified	SY	400	\$90.00	\$36,000.00
12	<b>Furnish and Install</b> Mirafi 600X Sand retention Fabric	SY	100	\$25.00	\$2,500.00
13	<b>Furnish and Install</b> seed and mulch for restoration when directed by the City.	SY	500	\$10.00	\$5,000.00
14	<b>Furnish and Install</b> Sod when directed by the City.	SY	100	\$25.00	\$2,500.00

APPENDIX D-PRICING SHEET - GROUP II

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
15	<b>Furnish, Install, and Maintain</b> Inlet protection	EACH	1	\$600.00	\$600.00
16	<b>Furnish and Install</b> ScreenedTopsoil	SY	500	\$15.00	\$7,500.00
17	<b>Furnish and Install</b> joint sand to existing paver joints. (Excludes new paver installations) less than 100 S.Y.	SY	100	\$25.00	\$2,500.00
18	<b>Furnish and Install</b> joint sand to existing paver joints (Excludes new paver installation) greater than 100 S.Y.	SY	5,000	\$15.00	\$75,000.00
19	Saw cut existing asphalt pavement	LF	500	\$5.00	\$2,500.00
20	<b>Remove and Re-install</b> existing Granite curb (including additional backfill to re-establish grade	LF	500	\$30.00	\$15,000.00
21	<b>Repair, Reconstruct, Construct</b> brick retaining walls	SFVF	500	\$25.00	\$12,500.00
	GRAND TOTAL				\$502,850.00



**CITY OF ROCKVILLE**  
 Procurement Department  
 111 Maryland Avenue  
 Rockville, Maryland 20850-2364  
 Phone 240-314-8430 Fax 240-314-8439

**ADDENDUM 1**

**DATE:** January 30, 2026

**REFERENCE:** City of Rockville  
 Invitation for Bids:

**IFB 16-26**  
**Construction, Repair, and Maintenance of Concrete and Brick Infrastructure**

**Scheduled Bid Due Date:** Wednesday, February 25, 2026 at 2:00 P.M. (EST)

**Pre-Bid Conference Change:**

1. The new Pre-Bid Conference date is Wednesday, February 4, 2026 at 11:00 A.M. EST. Updated link provided below:

<https://rockvillemd.webex.com/weblink/register/rfa5f840a05e8d968fe007a4e1064d72b>

Please sign below to acknowledge receipt of addendum and return with your bid.

**AJ Romano Construction Inc.**

\_\_\_\_\_  
 11071 A Guilford Rd.  
 Company Name  
 Annapolis Junction, MD 20701

\_\_\_\_\_  
 2-2-26  
 Date

\_\_\_\_\_  
 Authorized Signature

**Antonio J. Romano**  
 President

**AJ Romano Construction Inc.**

11071-A Guilford Rd.  
 Annapolis Junction, MD 20701



# AIA<sup>®</sup> Document A310<sup>™</sup> – 2010

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*

A.J. Romano Construction, Inc.  
11071-A Guilford Road  
Annapolis Junction, MD 20701

**SURETY:**

*(Name, legal status and principal place of business)*

Swiss Re Corporate Solutions Premier Insurance Corporation  
1200 Main Street, Suite 800  
Kansas City, Missouri 64105

**OWNER:**

*(Name, legal status and address)*

The Mayor and Council of Rockville, Maryland  
111 Maryland Avenue  
Rockville, Maryland 20850

**BOND AMOUNT:** \$ 5% of amount bid

**PROJECT:**

*(Name, location or address, and Project number, if any)*

IFB 16-26 Construction, Repair, and Maintenance of Concrete and Brick Infrastructure

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

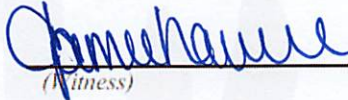
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

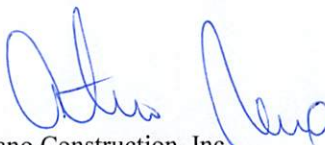
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

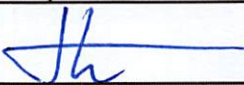
Init.

25th  
Signed and sealed this ^ day of February, 2026

  
\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
(Witness)

  
A.J. Romano Construction, Inc.  
(Contractor as Principal) (Seal)  
**Antonio J. Romano**  
President  
\_\_\_\_\_  
(Title)

Swiss Re Corporate Solutions Premier Insurance Corporation  
(Surety) (Seal)  
  
\_\_\_\_\_  
(Title) Joshua B. Hauserman, Attorney-in-Fact



Init.



SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint:

WILLIAM FRANCIK, GARY L. BERGER, JOSHUA B. HAUSERMAN, JONATHAN KIBLER, CRAIG BANCROFT, STEPHEN M. MUTSCHELLER, MARY GOSKA,

R. NELSON OSTER, EMILY BRENNAN, ROBERT F. WHITE, JAMIE LAWRENCE, SIMON SPATH and JENNIFER SCHIAZZA

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds, consents of surety, or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By [Signature]
Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

IN WITNESS WHEREOF, SRCSAIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 11th day of June, 2025.

State of Illinois
County of Cook

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

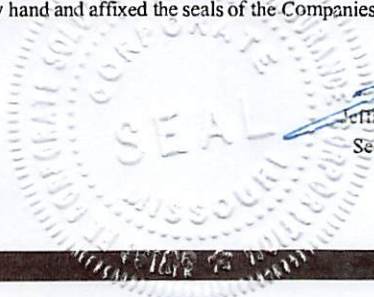
On this 11th day of June, 2025, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
Karen M. Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 25th day of February, 2026.



[Signature]
Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

