



*Gaithersburg*  
A CHARACTER COUNTS! CITY

# City of Gaithersburg

---

31 South Summit Avenue  
Gaithersburg, Maryland 20877

## REQUEST FOR PROPOSALS

**NO. 2021-006**

## RENOVATION OF SECOND FLOOR BATHROOMS AT KENTLANDS MANSION

**Solicitation Issued:** September 24, 2020

**Proposals Due:** October 16, 2020 **Time:** 3:30 PM

**Proposals Submitted To:** Proposals must be submitted by email to:

RFP2021-006@gaitthersburgmd.gov

---

**TABLE OF CONTENTS**

**SECTION 1: Definitions ..... 1**

**SECTION 2: Introduction and Notices to Offerors ..... 2**

    2.1. Introduction ..... 2

    2.2. City Profile ..... 2

    2.3. Disclaimer ..... 2

    2.4. Authority to Distribute Solicitation Documents..... 2

    2.5. Restricted Discussions ..... 2

    2.6. Acceptance ..... 3

    2.7. State of Maryland Bid and Contract Requirements ..... 3

    2.8. ADA Requirements ..... 3

**SECTION 3: Solicitation Schedule and Information ..... 4**

    3.1. Solicitation Schedule..... 4

    3.2. Pre-Submission Meeting ..... 4

    3.3. Submission of Offeror Questions ..... 4

    3.4. City’s Answers to Offeror Questions ..... 4

**SECTION 4: Proposal Preparation and Submission Instructions ..... 5**

    4.1. Proposal Preparation ..... 5

    4.2. Proposal Submission ..... 7

**SECTION 5: Evaluation Criteria and Selection Process ..... 8**

    5.1. Award..... 8

    5.2. Selection Committee ..... 8

    5.3. Evaluation Criteria..... 8

    5.4. Selection Process..... 8

**SECTION 6: Solicitation and Contract Terms and Conditions ..... 10**

    6.1. Headings ..... 10

    6.2. Acceptance and Rejection of Proposals ..... 10

    6.3. Accurate Information ..... 10

    6.4. Addenda and Amendments..... 10

    6.5. Alternate Proposals..... 10

    6.6. Binding Proposal ..... 10

    6.7. Confidentiality ..... 11

    6.8. Contract Award ..... 11

    6.9. Errors in Proposals..... 11

    6.10. Interest in More than One Proposal and Collusion ..... 11

    6.11. Late Proposals ..... 11

    6.12. Modifications to Proposals..... 12

    6.13. Optional Goods and/or Services ..... 12

    6.14. Solicitation Documents ..... 12

    6.15. Solicitation Protest ..... 12

    6.16. Use of Broker ..... 12

    6.17. Assignment of the Contract..... 13

    6.18. Changes in Goods and/or Services ..... 13

6.19. Contract Disputes.....	13
6.20. Dissemination of Data .....	13
6.21. Employment as Independent Contractor.....	14
6.22. Ethics Laws and Requirements .....	14
6.23. Force Majeure.....	14
6.24. Governing Law .....	14
6.25. Immigration Reform and Control Act.....	14
6.26. Inconsistent Provisions .....	14
6.27. Indemnification.....	15
6.28. Laws and Regulations .....	15
6.29. No Liens .....	15
6.30. Nonexclusive .....	15
6.31. No Waiver.....	15
6.32. Non-Discrimination Requirements .....	15
6.33. Ownership of Materials .....	16
6.34. Patents.....	16
6.35. Invoices, Payment Terms and Taxes.....	17
6.36. Records.....	17
6.37. Subcontractors .....	17
6.38. Survival.....	17
6.39. Termination.....	17
<b>SECTION 7: Special Terms and Conditions .....</b>	<b>19</b>
7.1. Bonds .....	19
7.2. Insurance.....	19
7.3. Payments .....	20
7.4. Project Conditions .....	20
<b>SECTION 8: Project Information and Scope of Work.....</b>	<b>27</b>
8.1. Background Information.....	27
8.2. General Requirements .....	27
8.3. Scope of Work.....	28
8.4. Add Alternate Scope of Work.....	31
<b>SECTION 9: Attachments .....</b>	<b>32</b>

## SECTION 1: Definitions

---

**Proposal:** "Proposal" means the offer submitted to the City by an Offeror in response to this Solicitation.

**Offeror:** "Offeror" means any Person submitting a Proposal in response to this Solicitation.

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

**City Manager:** "City Manager" means the City Manager of the City or his or her designee.

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

**Contractor:** "Contractor" means the Offeror awarded the Contract.

**Mayor and Council:** "Mayor and Council" means the Mayor and City Council of the City.

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

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

**Services:** "Services" means the goods and/or services described in this Solicitation and to be provided to the City by the Contractor under the Contract.

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

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

**Solicitation:** "Solicitation" means Request for Proposals.

**Submission Deadline:** "Submission Deadline" means the date and time, specified in Section 3.1 of this Solicitation, by which all Proposals shall be submitted to and received by the City.

~ END OF SECTION 1 ~

## **SECTION 2: Introduction and Notices to Offerors**

---

### **2.1. INTRODUCTION**

The City is accepting Proposals to hire a qualified Contractor for selective demolition and renovation of two bathrooms at the Kentlands Mansion located at 320 Kent Square Road, Gaithersburg, Maryland 20878. All Proposals must be a fixed price and include all labor, materials, tools, equipment and services required for and incidental to the work indicated. Photos of the current bathrooms are included in Attachment C hereto.

### **2.2. CITY PROFILE**

- A. Gaithersburg is among the largest cities in the State of Maryland, with a population in excess of 67,000, occupying more than 10 square miles within Montgomery County. The City provides many services including police protection, licensing and permitting, building inspections, recreation and cultural activities, street maintenance, recycling collection, stormwater management, housing and community development, and snow removal.
- B. The City operates under the council-manager form of municipal government, with the City Manager being appointed by the City Council. The Mayor and City Council are elected to staggered four-year terms; the Mayor serves as Council President. Gaithersburg became a CHARACTER COUNTS! City in 1996. This national ethics education program is based on six pillars of character that people of all cultures, races and religious affiliations can embrace. The pillars include respect, responsibility, fairness, caring, trustworthiness and citizenship.

### **2.3. DISCLAIMER**

This is a Solicitation only, it is not a contract. The City shall assume no obligation to pay or reimburse any Person for any costs, fees or expenses incurred in preparation of a response to this Solicitation, or for any meetings and/or travel costs related to such response. All Proposals submitted to and accepted by the City shall become the exclusive property of the City and shall not be returned. The City reserves the right to reject any or all Proposals in full or in part and/or to waive any technicalities and/or informalities as best may serve the interests of the City. The City is under no obligation to any Offeror until a contract is executed for the Services described herein.

### **2.4. AUTHORITY TO DISTRIBUTE SOLICITATION DOCUMENTS**

The City is the sole entity with the authority to issue and/or distribute any Solicitation Documents and/or information related thereto. Any and all Solicitation Documents obtained from any source other than the City may be incomplete or incorrect. The City assumes no responsibility for any error, omission or misinterpretation resulting from the reliance or use of any Solicitation Documents not both issued and distributed by the City. Any and all Solicitation Documents shall be posted on the Procurement Webpage.

### **2.5. RESTRICTED DISCUSSIONS**

Offerors are prohibited from discussing this Solicitation or any part thereof with any employee, agent, or representative of the City except as expressly authorized herein. The City may, in its sole discretion, reject the Proposal submitted by any Offeror who is in violation of this provision. Any and all verbal statements and/or answers to questions relative to this Solicitation shall not be considered binding, valid or enforceable.

**2.6. ACCEPTANCE**

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

**2.7. STATE OF MARYLAND BID AND CONTRACT REQUIREMENTS**

- A. Offerors must be qualified to bid in the State of Maryland in accordance with §16-202 and §16-203 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- B. To enter into any contract with the City, Offerors must be in compliance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations.

**2.8. ADA REQUIREMENTS**

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

~ END OF SECTION 2 ~

## SECTION 3: Solicitation Schedule and Information

---

### 3.1. **SOLICITATION SCHEDULE**

Below is the schedule of events for this Solicitation. The City reserves the right to modify the Solicitation Schedule at any time as best may serve the interests of the City; any and all modifications shall be made by addendum or amendment and posted on the Procurement Webpage. Unless otherwise specified, all references herein to times of day shall be Eastern Time (daylight or standard, as applicable).

EVENT	DATE	TIME
A. <b>Solicitation Issued:</b>	9/24/2020	at 12:00 PM
B. <b>Pre-Submission Meeting:</b> See Subsection 3.2 for additional information	9/30/2020	at 1:00 PM
C. <b>Offeror Questions Due in Writing:</b> See Subsection 3.3 for additional information	10/02/2020	by 2:30 PM
D. <b>City's Answers to Questions Issued:</b> See Subsection 3.4 for additional information	10/06/2020	by 5:00 PM
E. <b>Submission Deadline:</b> See Subsection 4.2 for additional information	10/16/2020	at 3:30 PM

### 3.2. **PRE-SUBMISSION MEETING**

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

Kentlands Mansion  
320 Kent Square Road  
Gaithersburg, Maryland 20878

**NOTE:** COVID pre-cautions will be in effect, and social distancing will be required. Those with any symptoms (or testing positive) for COVID19 should not participate in person. In addition, masks are expected to be worn and we will provide masks for those who may not have one.

### 3.3. **SUBMISSION OF OFFEROR QUESTIONS**

All questions regarding this Solicitation: (i) shall be submitted by email to Melanie Brown, Project Manager, at [melanie.brown@gaitthersburgmd.gov](mailto:melanie.brown@gaitthersburgmd.gov); and a carbon copy sent to [Procurement@gaitthersburgmd.gov](mailto:Procurement@gaitthersburgmd.gov); and(ii) shall be received by the date and time specified in the Solicitation Schedule. Any and all questions received not in compliance with this paragraph will not be answered unless the City, at its sole discretion, deems that a response to a question is necessary to clarify anything in the Solicitation Documents.

### 3.4. **CITY'S ANSWERS TO OFFEROR QUESTIONS**

The City's answers to questions submitted by Offerors will be posted by addendum on the Procurement Webpage on the date specified in the Solicitation Schedule.

~ END OF SECTION 3 ~

## **SECTION 4: Proposal Preparation and Submission Instructions**

---

### **4.1. PROPOSAL PREPARATION**

In order to provide each Offeror with an equal opportunity for consideration, adherence to a standardized proposal format is required; any Proposal submitted outside of the required format shall be cause for the Proposal to be rejected as non-responsive. Proposals shall contain information that is organized into separate sections as specified below.

#### **A. Part A: Technical Proposal**

##### **I. Executive Summary**

This section of the Technical Proposal shall include a two-page maximum executive summary which clearly summarizes the content of the Technical Proposal only, including:

- ↪ Lead company name and locations of local and head offices.
- ↪ Company names of each partnering organization and location of local and head offices. Clearly define roles and responsibilities of partnering organization.
- ↪ Management structure.

##### **II. Table of Contents**

The Technical Proposal shall include a table of contents that references each of the sections therein.

##### **III. Understanding of the Requirements, Capability/Qualifications and Ability to Meet**

This section of the Technical Proposal: shall address and confirm the Offeror understands the requirements of this Solicitation and possesses the ability to meet such requirements and/or describe the capabilities and qualifications of and the resources available to the Offeror to provide the Services (not more than two [2] pages in length). The Offeror shall have a minimum of five (5) years of experience in providing services equal to or greater in scope and cost to those under this Solicitation. Contractor shall be licensed by the State of Maryland to perform the work outlined in this Solicitation.

##### **IV. Safety, Professional Development and Quality Control Programs**

This section of the Proposal relates to the Offeror's safety and quality control programs for the work specified in this Solicitation, and shall include and describe the following (not to exceed three [3] pages):

- ↪ Site safety measures;
- ↪ Proposed project team and their responsibilities (specific to this Solicitation);
- ↪ Construction quality control measures;
- ↪ Staff safety training, including but not limited to safety harness and other safety device, staff OSHA fall protection training, etc.;



- ↳ Contractor safety enforcement plan specific to this Solicitation; and
- ↳ Project closeout procedures.

V. Work Plan

This section of the Proposal shall include a proposed work plan (“Work Plan”) for the project, which shall, at a minimum:

- ↳ Identify all of the tasks required to complete the project.
- ↳ Describe the purpose of each task and the requirements and responsibilities thereunder.
- ↳ Differentiate between the responsibilities of the Contractor and the responsibilities of the City. The failure by the Offeror to make any such distinction shall signify the Offeror assumes full responsibility for the respective task.
- ↳ Identify any anticipated obstacles and propose solutions to such obstacles.
- ↳ Identify any meetings that will be required.
- ↳ Identify any approvals that will be required from the City, if any.

VI. Financial Wellness

This section of the Proposal shall include a letter of recommendation from a financial institution that attests whether the Offeror is financially responsible to provide the Services.

VII. Subcontractors

This section of the Proposal shall include a list of any and all subcontractors the Offeror will hire to provide any of the Services under the Contract.

VIII. Construction Plan and Schedule

This section of the Proposal shall include a proposed phasing plan and a projected project schedule (in durations), schedule of values, and construction progress reporting methods. The project schedule shall show, at a minimum, a baseline execution timeline for each task summary which includes task summary, first and second tier activities with milestone activities in a critical path method.

IX. Key Personnel

This section of the Proposal shall include a resume for all key personnel and their qualifications for the project specified in this Solicitation, which shall be included but not limited to:

- ↳ Offeror’s Project Manager
- ↳ Administrative Staff
- ↳ Project Supervisory/Superintendent (if assigned during Proposal submission)

X. References

This section of the Proposal shall include the contact information for a minimum of three (3) customers that the Offeror wishes to provide as a reference. References shall be for projects completed by the Offeror within the last five (5) years that were similar in size and scope to the Services under this Solicitation. For each reference, the Offeror shall provide a company's name and address, a company representative's name, telephone number and e-mail address, and a description of the services provided, including scope and size.

XI. Required Forms

(a) This section of the Proposal shall include the following completed forms, blank copies of which are included in Attachment A hereto:

- Addendum and Amendment Acknowledgement
- Affidavit of Qualification to Propose
- Conflict of Interest Certification
- Litigation and Lien Information
- Proposal Submission Certification

(b) All documents and forms shall be completed in their entirety and, when applicable, be notarized and/or signed in ink by an authorized or duly authorized representative of the Offeror.

**B. Part B: Cost Proposal**

This section of the Proposal shall include the below listed information:

- I. A completed Cost Proposal, a blank copy of which is included in Attachment A hereto, which must be signed by a person authorized to bind the Offeror to its Cost Proposal.
- II. The Offeror shall submit complete and detailed worksheets including Construction Specifications Institute (CSI) 2016 or newer Master Format Division Line Item Estimate Sheets showing how the summary totals were developed.

**4.2. PROPOSAL SUBMISSION**

A. The Offeror shall submit complete sets of its Proposal via email as follows:

- I. Request for Proposals No. 2021-006 – Part A Technical Proposal
- II. Request for Proposals No. 2021-006 – Part B Cost Proposal
- III. Submit via email to: [RFP2021-006@gaithersburgmd.gov](mailto:RFP2021-006@gaithersburgmd.gov)

B. The City shall assume no responsibility for delays or errors in the delivery of any Proposal.

C. The Offeror is strictly prohibited from submitting its Proposal by facsimile or to any other email address other than the one provided in section 4.2 Proposal Submission above. Any and all Proposals submitted as such shall be rejected as non-responsive and be removed from consideration.

~ END OF SECTION 4 ~

## **SECTION 5: Evaluation Criteria and Selection Process**

---

### **5.1. AWARD**

Award of the Contract, if any, shall be to the Offeror whose Proposal is deemed by the City to provide the best value, price and technical factors considered.

### **5.2. SELECTION COMMITTEE**

The City shall assign a committee comprised of personnel it considers to be stakeholders in the project to: review, evaluate and score all Proposals; conduct interviews, if required; and select and recommend the most qualified Offeror for the Contract award (“Selection Committee”).

### **5.3. EVALUATION CRITERIA**

The Selection Committee will evaluate each Proposal on the following criteria:

- ↳ Executive Summary
- ↳ Understanding of the Requirements, Capability/Qualifications and Ability to Meet
- ↳ Safety, Professional Development and Quality Control Programs
- ↳ Work Plan
- ↳ Financial Wellness
- ↳ Subcontractors
- ↳ Construction Plan & Schedule
- ↳ Key Personnel
- ↳ References
- ↳ Pricing

### **5.4. SELECTION PROCESS**

Below is the anticipated selection process for this Solicitation; however, the City reserves the right, in its sole discretion, to modify this process as best may serve the interests of the City.

#### **A. Review for Responsiveness**

The Facilities and Capital Projects Division Chief shall perform an initial review of each Proposal to determine its responsiveness to the requirements set forth in this Solicitation. Following the initial review, the Facilities and Capital Projects Division Chief shall distribute all responsive Proposals to the Selection Committee to be evaluated and scored. Proposals determined to be nonresponsive shall not be distributed to the Selection Committee, subject to approval by the Project Manager and Procurement Manager.

#### **B. Evaluation and Scoring**

The Selection Committee shall evaluate and score each responsive Proposal to determine the responsibility of the respective Offeror to perform the Services and to establish a list of the highest ranking Offerors or identify the best value Proposal.

#### **C. Interviews**

- I. Following the evaluation and scoring of all responsive Proposals, the Selection Committee may require an interview with the highest ranking Offerors, each of whom may be required to make a presentation. Following interviews, if any, the Selection Committee will score each Offeror interviewed on their interview and make a recommendation of tentative award to the City Manager or Designee.

- II. Formal award may be contingent on the approval by the City's Mayor and City Council. The City reserves the right to require any Offeror to make a presentation in order to substantiate the qualifications and/or abilities of the Offeror to perform under the Contract.

**~ END OF SECTION 5 ~**

## **SECTION 6: Solicitation and Contract Terms and Conditions**

---

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

**6.1. HEADINGS**

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

**6.2. ACCEPTANCE AND REJECTION OF PROPOSALS**

The City reserves the right: (i) to accept or reject any or all Proposals in whole or in part; (ii) to waive any technicalities or informalities in Proposals; and (iii) to cancel or postpone this Solicitation at any time if determined to serve the best interests of the City. The City may reject the Proposal of any Offeror in arrears or in default to the City on any contract, debt, or other obligation.

**6.3. ACCURATE INFORMATION**

The Offeror certifies that all information provided or to be provided to the City is true and correct and may be relied upon by the City in awarding the Contract. Any false and/or misleading information is cause for the City to reject the Offeror's Proposal or to terminate the Contract if awarded to the Offeror. Such rejection or termination shall relieve the City of any direct or consequential damages or costs incurred by the Offeror.

**6.4. ADDENDA AND AMENDMENTS**

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

**6.5. ALTERNATE PROPOSALS**

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

**6.6. BINDING PROPOSAL**

All Proposals shall remain binding for 180 calendar days following the Submission Deadline; Proposals may not be withdrawn at any time within this period. In the event an award is not made during such period, all Proposals shall be automatically extended and remain binding for an additional 180 calendar day period. Proposals shall automatically be renewed until such time as either an award is made or proper notice is given to the City by an Offeror of its intent to withdraw its Proposal. Proposals may only be withdrawn by written notice to the City at least fifteen (15) calendar days prior to the expiration of the then current 180 calendar day period.

**6.7. CONFIDENTIALITY**

- A. The City agrees, to the extent permitted by law and in accordance with the terms set forth in this Solicitation, to hold all confidential information and material belonging to the Offeror in strictest confidence. The Offeror shall specify in writing to the City the information and/or material the Offeror deems to be a trade secret or other confidential information and/or material. Written notification shall also contain the reason such information and/or material is considered to be a trade secret and/or confidential.
- B. The Offeror agrees that all knowledge and information it may receive from the City or from its officials, employees or other sources, or by virtue of the performance of Services under and pursuant to the Contract, if awarded the Contract, which are included or referenced in Title 4 of the General Provisions Article of the Annotated Code of Maryland, shall not be directly or indirectly disclosed to any person whatsoever unless authorized to do so by the City Manager. This confidentiality provision shall also apply to any information, activity, or record designated by the City as being “confidential” or “privileged”.

**6.8. CONTRACT AWARD**

It is the intent of the City to award the Contract to one (1) Offeror. The City reserves the right to award the Contract to multiple Offerors and/or to award the Contract in whole or in part. If for any reason, through no fault of the City, the Contract is not executed within thirty (30) days following formal award, the City may withdraw the award and award to another Offeror, or solicit new Proposals. In the event the City receives only one (1) Proposal in response to this Solicitation, the City reserves the right, in its sole discretion, to proceed as a negotiated procurement with the Offeror that submitted the Proposal.

**6.9. ERRORS IN PROPOSALS**

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

**6.10. INTEREST IN MORE THAN ONE PROPOSAL AND COLLUSION**

Multiple Proposals submitted in response to this Solicitation by any Offeror under the same or different names shall be rejected as non-responsive. Reasonable grounds for believing that any Offeror has interest in more than one (1) Proposal for this Solicitation, both as the Offeror and as a subcontractor for another Offeror, shall result in the rejection of all Proposals in which the Offeror has interest and disqualify the Offeror from responding to any reissuance of this Solicitation. However, a Person acting only as a subcontractor may be included as a subcontractor for multiple Offerors. The City may reject all Proposals if reasonable cause exists for believing that collusion exists among Offerors.

**6.11. LATE PROPOSALS**

It is the responsibility of the Offeror to ensure the delivery of its Proposal by the Submission Deadline and to the location specified in Section 4.2 of this Solicitation. Any and all Proposals delivered or submitted late or to any location other than the designated location shall be rejected as non-responsive. The submission of any Proposal by way of facsimile or e-mail is strictly prohibited; any and all Proposals submitted as such shall be rejected as non-responsive. The City assumes no responsibility for any delays and/or errors in the delivery of a Proposal; postmarking by the Submission Deadline shall not substitute for actual receipt. Any and all Proposals submitted not in compliance with any of the provisions of this paragraph shall be rejected as non-responsive.

**6.12. MODIFICATIONS TO PROPOSALS**

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

- A. The City shall consider a modified Proposal as an entirely new Proposal and shall replace the original Proposal, which shall be deemed to be withdrawn and null and void.
- B. The modified Proposal shall be subject to all the requirements, specifications and terms and conditions set forth herein.
- C. Notwithstanding the provisions with respect to the submission of a Proposal herein, the modified Proposal shall clearly be labeled "Modified Proposal".

**6.13. OPTIONAL GOODS AND/OR SERVICES**

The City reserves the right to request and evaluate optional goods and/or services which may be in the best interests of the City, and to negotiate the price of such goods and/or services with the successful Offeror or with another Offeror, whichever is determined to be the most advantageous to the City. While pricing for optional goods and/or services may be requested in this Solicitation, the City is under no obligation to consider such optional goods and/or services when selecting the successful Offeror unless otherwise stated.

**6.14. SOLICITATION DOCUMENTS**

The Offeror is expected to carefully and thoroughly examine all of the Solicitation Documents for accuracy and completeness, and to become familiar with the same. If doubt exists as to the meaning and/or intent in or of any of the Solicitation Documents, the Offeror shall make an inquiry as to such meaning and/or intent. The failure of the Offeror to examine and become familiar with any and all of the Solicitation Documents shall in no way relieve the Offeror of its obligations under the Contract, if awarded to the Offeror. The submission of a Proposal shall be taken as prima facie evidence of compliance with this provision and that the Offeror fully understands everything in the Solicitation Documents.

**6.15. SOLICITATION PROTEST**

Any protest of this Solicitation shall be in writing to the City Attorney. The provisions of COMAR Title 21.01.03.01A(7), State Procurement Regulations, do not apply to municipalities and are not applicable to this Solicitation. Protests of alleged improprieties in this Solicitation shall be filed prior to the Submission Deadline. Any written protest shall, at a minimum, include: (i) the name, address, telephone number, and if available, email address of the Person making the protest; (ii) the Solicitation number and a detailed statement of the legal and factual grounds for the protest, including a description of resulting harm to the Person making the protest; and (iii) any and all copies of supporting exhibits, evidence and/or documents to substantiate the claim.

**6.16. USE OF BROKER**

The Offeror warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees, or bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business. For violation of this provision, the City shall have the right, in its sole discretion: (i) to terminate or suspend the Contract without liability to the City, its officials or employees; or (ii) to deduct from the Contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

**6.17. ASSIGNMENT OF THE CONTRACT**

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

**6.18. CHANGES IN GOODS AND/OR SERVICES**

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

**6.19. CONTRACT DISPUTES**

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

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

**6.20. DISSEMINATION OF DATA**

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



**6.21. EMPLOYMENT AS INDEPENDENT CONTRACTOR**

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

**6.22. ETHICS LAWS AND REQUIREMENTS**

The Contractor shall comply with the financial disclosure and conflict of interest and lobbying provisions of the City's ethics laws, which may be found on the City's website at: <http://www.gaithersburgmd.gov/government/city-code>.

**6.23. FORCE MAJEURE**

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

**6.24. GOVERNING LAW**

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

**6.25. IMMIGRATION REFORM AND CONTROL ACT**

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

**6.26. INCONSISTENT PROVISIONS**

Notwithstanding any provisions to the contrary in the terms and conditions of any contract supplied by the Contractor, the conditions of this Solicitation and the Contract supersede those terms and conditions in the event of inconsistency. In the event of any inconsistency between any of the provisions of this Solicitation and any of the provisions of the Contract,

the provisions of the Contract shall take precedence over and supersede those provisions in the event of any inconsistency.

**6.27. INDEMNIFICATION**

- A. The Contractor shall agree to indemnify, hold harmless and defend the City from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses ("Claim") suffered or incurred by the City or any third party resulting from any negligent acts by or errors or omissions of the Contractor, its employees, agents or subcontractors in connection with the performance of the Contract, except that if the City reasonably determines that any indemnified Claim might adversely affect the City, the City may take control of the defense at the City's expense. The Contractor may not consent to the entry of any judgment or enter into any settlement of any Claim without the City's prior written consent, which may not be unreasonably withheld.
- B. In the event of litigation between the City and the Contractor arising under, related to, or in connection with the Contract, the prevailing party shall be entitled to recover reasonable attorneys' fees from the non-prevailing party at the arbitration, trial and/or appellate levels

**6.28. LAWS AND REGULATIONS**

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

**6.29. NO LIENS**

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

**6.30. NONEXCLUSIVE**

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

**6.31. NO WAIVER**

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

**6.32. NON-DISCRIMINATION REQUIREMENTS**

- A. The Contractor acknowledges and agrees that during the term of the Contract it shall:
  - I. Not discriminate against any employee or applicant for employment because of gender preference, race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era.

- II. Take affirmative action to ensure that applicants and employees are treated without regard to their race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, gender preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such action shall include but not be limited to the following: employment, upgrade, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
  - III. In all solicitations for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, gender preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. The Contractor agrees to use clauses similar to those above in all contracts and subcontracts. In the event the Contractor fails to comply with the nondiscrimination clauses of the Contract, or fails to include such provisions in all contracts and subcontracts, as hereinabove provided, the Contract may at the sole discretion of the City be declared void AB INITIO, canceled, terminated or suspended in whole or in part with waiver of any recourse by the Contractor against the City or its officials or employees, and the Contractor may be declared ineligible for further contracts with the City.
- B. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor shall permit access to their books, records and accounts. In the event the City Manager concludes, on the basis of such investigation, that the Contractor has failed to comply with these nondiscrimination clauses, the City Manager may invoke the remedies hereinabove set out.

**6.33. OWNERSHIP OF MATERIALS**

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

**6.34. PATENTS**

Whenever any article, material, appliance, process composition, means or things called for by the specifications (“Materials”) under this Solicitation is covered by Letters of Patent, the Contractor shall secure, prior to using or employing such Materials, the assent in writing of the owner or licensee of such Letters of Patent and file the same with the City. The Contractor shall defend, at its own expense, and pay the cost and damages awarded in any action brought against the City based on an allegation that the Materials provided by the Contractor infringe on any patent, copyright, license or trade secret. In the event that an injunction shall be obtained against the City’s use of the Materials by reason of infringement of any patent, copyright, license or trade secret, the Contractor shall, at its own expense, procure for the City the right to continue using the Materials or replace or modify the same so that it becomes non-infringing.

**6.35. INVOICES, PAYMENT TERMS AND TAXES**

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

- A. Original invoices shall include at a minimum, the Contractor's name, address, telephone and fax numbers, and if applicable, email address and corresponding purchase order number. Invoices shall be submitted to: City of Gaithersburg, Accounts Payable Division, 31 South Summit Avenue, Gaithersburg, Maryland 20877.
- B. The City's standard terms of payment are net thirty (30) days; however, this does not preclude the Contractor from providing a prompt payment discount for the payment of invoices in less than thirty (30) days. Payments considered past-due may be subject to incurred interest not to exceed one percent (1%) per month.
- C. The City is exempt from sales and use taxes. The Contractor shall exclude such taxes from all forms of requests for payments issued to the City; the City shall not be liable for or pay or reimburse the Contractor for any such taxes.

**6.36. RECORDS**

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

**6.37. SUBCONTRACTORS**

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

**6.38. SURVIVAL**

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

**6.39. TERMINATION**

**A. Termination for Cause**

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

- II. In the event of termination, any completed Services performed by the Contractor under the Contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not thereby be relieved of liability to the City for damages sustained by the City by reason of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due the City from the Contractor is determined. The Contractor shall not be responsible for damages under this article solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the City from terminating the Contract for such delay.

**B. Termination for Convenience**

- I. The City may, upon written notice and without cause, terminate the Contract in whole or in part at any time for its convenience. In such instance, payment shall be made to the Contractor for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under-absorbed overhead of the Contractor or its subcontractors or suppliers. Failure of the Contractor to include a termination for convenience clause into its subcontracts and material purchase orders shall not result in any liability to the City for lost profits in conjunction with a termination for convenience.
- II. The Contractor expressly waives any damages, delay damages, or indirect costs which may arise from the City's election to terminate the Contract in whole or in part for its convenience.

**C. Termination for Non-Appropriation of Funds**

The City shall not be obligated to the Contract for any future fiscal year until funds are appropriated for each such future fiscal year. In the event funding appropriation is not approved, the City may, upon written notice, terminate the Contract in whole or in part and without penalty or expense to the City. The effect of such action shall terminate the Contract on the last day of the fiscal year for which appropriations were made.

~ END OF SECTION 6 ~

## **SECTION 7: Special Terms and Conditions**

---

### **7.1. BONDS**

- A. The Contractor shall, within ten (10) business days following receipt of a notice of intent to award issued by the City, furnish to the City an executed payment bond and executed performance bond, both of which shall: (i) be in an amount equal to one hundred percent (100%) of the total Contract sum; (ii) bear the same effective dates; (iii) be executed prior to the effective date of the Contract and not expire prior to the end of the term of the Contract; and (iv) include a certified copy of the Power of Attorney of the attorney-in-fact that executed the bond.
- B. Each bond shall be executed in accordance with and subject to the following:
- I. The bonding entity shall: (i) be registered and in good standing in the State of Maryland in accordance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations; (ii) maintain a rating of A-minus (A-) or better with A.M. Best; and (iii) consent to exclusive venue and jurisdiction in the Circuit Court for Montgomery County, Maryland. This provision shall apply to any and all co-sureties utilized by the bonding entity in execution of the bond.
- II. The payment and performance bond shall include provisions similar to the following:
- **GOVERNING LAW.** *This Bond shall be governed by, and construed in accordance with the laws of the State of Maryland without regard to its conflict of laws provisions.*
  - **NO THIRD PARTY BENEFICIARIES.** *The Surety provides this Bond for the sole and exclusive benefit of the City and, if applicable, and dual obligee designated by attached rider, together with their heirs, administrators, executors, successors and assigns. No other party, person or entity shall have any rights against this Surety.*
  - **VENUE.** *In the event any legal action shall be filed upon this Bond, venue shall lie exclusively in the Circuit Court for Montgomery County, Maryland.*
- III. In addition, the performance bond shall also include a provision similar to the following:
- **WAIVER OF NOTICE.** *The Surety waives notice of any modifications to the Contract, including changes in the Contract Time, the Contract Sum, the amount of liquidated damages, or the Work and/or Services performed.*

### **7.2. INSURANCE**

- A. The Contractor shall at all times during the term of the Contract carry and maintain in full force and effect, at its expense, policies of insurance with minimum limits as follows:
- I. Automobile liability insurance in an amount not less than one million dollars (\$1,000,000); and

- II. Comprehensive commercial general liability insurance in an amount not less than One Million Dollars (\$1,000,000); and
  - III. Workers' compensation insurance for all non-City employees and workers employed by the Contractor, in an unlimited amount for worker's compensation insurance as required by Maryland law; and for employer's liability insurance, in an amount not less than One Million Dollars (\$1,000,000).
- B. The City shall be named as an additional insured under the comprehensive commercial general liability policy, and shall receive at least thirty (30) days written notice of any cancellation of that policy, such that any cancellation shall not be effective with respect to the City for thirty (30) days after such written notice is given.
  - C. Prior to the execution of the Contract, the Contractor shall provide the City with a certificate of insurance, which shall: (i) evidence the above policies; (ii) name the City as additional insured with respect to the comprehensive commercial general liability insurance policy only; and (iii) contain a provision that requires the Contractor's insurers to provide the City with a written notice of any cancellation of the insurance and that such cancellation shall not be effective with respect to the City for thirty (30) days after such written notice is given.
  - D. The Contractor shall also immediately notify the City in writing with a copy of any written notice from the Contractor's insurers of any cancellation or adverse material change in that policy. The Contractor acknowledges and agrees that its failure to provide the City with such notice, a certificate of insurance and/or the failure by the City to demand the delivery of said notice or insurance certificate shall not operate or be deemed to operate as a waiver of the notice, insurance and associated endorsements required under this provision, and the Contractor shall indemnify, defend and hold the City harmless from any liability arising as a result of any such failure(s).

**7.3. PAYMENTS**

Payments under the Contract shall be paid following the completion of milestones by the Contractor, to be later established and agreed upon between the City and the Contractor, and following the City's acceptance and receipt of an undisputed proper invoice(s) for the same. The City shall only pay invoices issued in accordance with Section 6.35 of this Solicitation.

**7.4. PROJECT CONDITIONS**

**A. Key Personnel**

- I. The Contractor shall utilize the personnel and subcontractors named in its Proposal (collectively "Key Personnel"); the replacement or substitution of Key Personnel may be permitted with the prior written approval of the City's Project Manager.
- II. The Contractor shall have a full-time supervisor/foreman present at the Facility at all times the work is being performed. This supervisor shall have a minimum of five (5) years of experience providing services similar to the Services hereunder. Upon request, the Contractor shall submit a resume to the City's Project Manager for review and approval. The resume shall include the education and experience of the supervisor. The Contractor shall only assign a supervisor to the project once it receives written approval by the City's Project Manager.

**B. Notice to Proceed and Completion of Services**

Within ten (10) calendar days following issuance of Notice to Proceed (hereinafter referred to as “NTP”), Contractor shall complete the Services in full within forty-five (45) calendar days which includes all potential weather delays, (hereinafter referred to as “Completion Date”). Contractor may work on weekends to meet Completion Date. Refer to Section 7.4.E for weekend work approval process.

**C. Schedule of Services**

The Services shall be performed in accordance with applicable noise ordinances which are incorporated herein and attached hereto as Attachment D.

**D. Work Hours**

The Contractor may set its own schedule provided the Services are completed by the Completion Date and do not conflict with the City noise ordinance. City code Section 15-8 states the following: It shall be unlawful for any person or business entity to operate or permit the operation of noise producing instruments, devices, or equipment in such a manner or a such times that the peace and quiet of the resident of the city is disturbed. The following actions or conduct shall constitute public nuisances which disturb the peace, and are prohibited: The operation of lawnmowers, power tools, bulldozers, construction or building equipment, or other power driven labor-saving devices between the hours of 9:00 p.m. and 7:00 a.m. on weekdays, or between the hours of 9:00 p.m. and 9:00 a.m. on weekends and federal holidays, which are audible beyond the nearest common property line.

**E. Weekend Work and City Holidays**

Work performed on weekends and City observed holidays shall only be permitted with prior written approval. The Contractor shall request in writing to the City’s Project Manager seven (7) calendar days prior to starting weekend or holiday work and get a written approval prior to scheduling the work. City observed holidays are as follows:

- ↳ New Year’s Day
- ↳ Martin Luther King, Jr. Day
- ↳ Presidents Day
- ↳ Memorial Day
- ↳ Independence Day
- ↳ Labor Day
- ↳ Veterans Day
- ↳ Thanksgiving Day
- ↳ Thanksgiving Friday
- ↳ Christmas Day

**F. Time Extensions**

- I. The parties agree that no Time Extension extending the Contract Period shall be effective unless granted in writing, and signed by the City Contract Manger. In case of a continuing cause of delay, only one notice shall be required. The Contractor shall apply for any Time Extension in writing, setting forth in detail the reasons for and causes of the delay, and an estimate of the probable cost and effect of such delay on the progress of the Work.



II. If adverse weather conditions are the basis for the Time Extension request, such request shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction. Any business day which prevents Contractor to work less than 50% of the workday due to weather conditions is considered abnormal conditions. This 50% requirement of a workday is based off the allowable work hours per the City noise ordinance.

III. Delays caused by the failure of the Contractor's material men, manufacturers, and dealers to furnish approved working drawings, materials, fixtures, equipment, appliances, or other fittings on time or the failure of Subcontractors to perform their work in conformity with the Construction Schedule shall not constitute a basis for extension of time.

**G. Site Safety and Use of Premises**

I. Contractor shall request approval in writing from the Department of Public Works Engineering Services and Operations Department for approval to close parking spaces on Selby Street or Briscoe Street to be used as material staging/storage or dumpster areas. City Project Manager shall supply contract information to Contractor at time of award of the appropriate City staff members to be contacted.

II. At all times while providing the Services under the Contract, the Contractor shall:

(a) Existing facilities and all entrances/exits shall remain operational during the period of construction at all times. All access roadways must remain open to traffic unless otherwise permitted.

(b) Enforce suitable rules and provide any and all guards, overhead protection, signs, fences, dust barriers and protective devices required for the safe completion of the Services.

(c) Use every available precaution to provide for the safety of the property occupants, visitors to the site, and all connected with the work under the specification.

(d) All existing utilities both above and below ground shall be protected and maintained free of damage.

(e) Safety Requirements – The Contractor shall:

➔ Submit detailed comprehensive job specific, Occupational Safety & Health Administration (OSHA) complaint construction safety plans to the City's Project Manager a minimum of ten (10) business days prior to the construction kick off meeting (as specified in the NTP) for review and approval. Safety plans shall include, but not be limited to: facility safety, occupants safety, visitor's safety, Contractor's safety, materials handling safety, occupants egress plan, etc. The Contractor shall not begin any work until all safety plans are implemented. The Contractor is solely responsible for implementing, enforcing, maintaining and complying with all safety requirements.

↪ All application, material handling, and associated equipment shall conform to and be operated in conformance with OSHA safety requirements.

- (f) Comply with all federal, state, local and the City fire and safety requirements.
- (g) Notify and advise the City in writing three (3) days in advance whenever work is expected to be hazardous to the City's employees and/or operations.
- (h) Maintain proper fire extinguisher within easy access whenever power tools are being used.

III. Confine operations at the Facility to areas permitted under the Contract ("Work Zone"). Any and all portions of the Site outside of these areas shall not be disturbed.

IV. Conform to any and all Facility rules and regulations affecting the work while providing the Services. Specific facility rules and regulations will be discussed during the pre-construction meeting.

V. Keep planned egresses outside the Work Zone clear and available to the public during normal Facility operation hours. Unless approved by the City's Project Manager, do not use these areas for parking or the storage of materials; parking areas and areas for the storage of materials shall be limited to those areas within the Work Zone.

VI. Housekeeping – The Contractor shall:

- (a) Keep materials neat and orderly.
- (b) Removed waste materials from project site and legally dispose of them as required by authorities having jurisdiction. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site. Removed and transport debris in a manner that will prevent spillage on adjacent surfaces and areas. Contractor shall recycle any material that can be recycled.
- (c) Maintenance of clean conditions while work is in progress and cleanup when work is completed shall be in strict accordance with the "General Requirements" of this Solicitation.
- (d) Provide plastic sheeting to cover all furniture in Bride's Room and Conference Room.

#### **H. Field Verification and Identification**

Within five (5) days following receipt of the NTP, the Contractor shall verify all conditions and dimensions and report any discrepancies and/or conflicts to the City's Project Manager. In the event that any conditions and/or dimensions differ significantly from the Contract documents, the Contractor shall notify the City's Project Manager in writing, and a revision will be issued by the City with sketches and/or revisions to the Contract documents.

**I. Construction Coordination**

- I. The Contractor shall submit a Project Schedule in Microsoft Project software to the City's Project Manager for approval prior to starting any of the work, and shall not begin any such work until the Project Schedule is approved in writing by the City's Project Manager. Each week the Contractor works the Project Schedule shall be updated and the Contractor shall prepare and submit a weekly report to the City's Project Manager, which shall include the following:
- ↳ Name of Project;
  - ↳ Project number;
  - ↳ Date of the report;
  - ↳ Weather conditions;
  - ↳ Manpower status on each type of work being performed at the Facility;
  - ↳ Weekend and/or holidays worked;
  - ↳ Work progress;
  - ↳ Any and all environmental problems and/or corrections; and
  - ↳ Other information such as special events or occurrences, accidents, recommendations, suggestions, visitors, any major equipment and/or materials received, test reports, inspections, equipment start-up and check-out, and occupancy, etc.
- II. In addition, the Contractor shall take any and all necessary action required to alert the City Project Manager of any and all items which could result in a claim. The Contractor's field superintendent shall meet with City's Project Manager on a weekly basis to discuss project progress, and the Contractor's project team shall also participate in a monthly project progress meeting. The Contractor's Project Manager shall develop an agenda for each meeting, which shall at a minimum include base original project schedule, current process, deviations from the original schedule, submittals and payment, request for information (RFI) logs for each meeting, etc. Contractor shall prepare meeting minutes for review and acceptance by the City; meeting schedules will be finalized in pre-construction and the Contractor shall prepare minutes for review and acceptance by the City.

**J. Permits and Inspections**

- I. The Contractor shall obtain any and all permits and licenses and coordinate any and all inspections necessary to properly perform the work under the Contract. The City acknowledges and agrees to waive a fee for any permits that are both required by and issued by the City.
- II. The Contractor shall give all notices and comply with all laws, ordinances, rules, and lawful orders. If the Contractor observes that any portion of the Contract is a variance with any applicable law, statute, and/or building code, the Contractor shall promptly notify the City in writing, and necessary changes will be accomplished by modification.

**K. Warranties**

The Contractor acknowledges and agrees to warrant all Contractor provided materials and workmanship under the Contract against any and all defects in materials and/or workmanship, including defects in materials due to workmanship, for a period of one (1) year (“Standard Warranty”) from the date of Project Acceptance Letter. If a manufacturer’s warranty on materials exceeds one (1) year, the manufacturer’s warranty shall apply after the initial year. Prior to substantial completion, the Contractor shall submit a list of all warranties provided to the City’s Project Manager for review and approval. Substantial Completion has occurred when the Owner can occupy or utilized area in a safe manner and for its intended use. As a Substantial Completion, the Contractor shall furnish the Project Manager with a written Standard Warranty and a list of any and all such manufacturer warranties.

**L. Project Closeout**

The Contractor shall immediately notify the City’s Project Manager in writing as soon as it completes all of the work under the Contract. Following such notification, the City shall inspect all work to ensure it is completed to its satisfaction and in accordance with the Contract documents. Once the City deems all work to be satisfactorily completed and the Contract requirements are fully satisfied (i.e. warranty documents, final inspections, operation and maintenance manuals, etc.), it will issue the Contract a Project Acceptance Letter and process final payment.

**M. Change Order Overhead and Profit**

I. For any and all change orders in work under the Contract (“Change Order”), the percentages for overhead, profit, and commission shall be negotiable according to the nature, extent, and complexity of the work involved, but in no case shall such percentages exceed the following ceilings:

	<b>Overhead</b>	<b>Profit</b>	<b>Commission</b>
To the Contractor on work performed by its own forces.	10%	10%	-
To the Contractor on work performed by other than its own forces.	-	-	5%
To a subcontractor on work performed by its own forces.	10%	10%	-

II. For work performed under a Change Order by its own forces:

- (a) The Contractor and its subcontractors shall be allowed the actual amount of materials and the total amount of labor for same.
- (b) The overhead percentages shall be considered to include indirect costs including, but not limited to, field and office supervisors and assistants, incidental job burdens, small tools, and general overhead allocations, for same.

III. Neither the Contractor nor its subcontractors shall be allowed overhead or commission on the overhead, profit, and/or commission received by an of its subcontractors.

- IV. Equitable adjustments for deleted work shall include credits, limited to the same percentages for overhead, profit, and commission in paragraph I herein.
- V. For a Change Order that includes both an increase and decrease in the amount of the Contract, the percentages for overhead, profit, and commission shall only be allowed on the amount of the net change.
- VI. Neither the Contractor nor its subcontractor shall be allowed any percentages for overhead, profit, and/or commission on work under a Change Order which is necessarily due to the negligence and/or poor workmanship of the Contractor and/or its subcontractors.
- VII. The Contractor's proposed Change Orders shall include detailed item costs including labor and materials. Unit prices shall comply with those submitted in the Contractor's Cost Proposal.

**~ END OF SECTION 7 ~**

## **SECTION 8: Project Information and Scope of Work**

---

### **8.1. BACKGROUND INFORMATION**

- A. The Kentlands Mansion is located at 320 Kent Square Road in the Kentlands neighborhood of Gaithersburg. Built in the late 1890's, the impressive brick mansion was a private residence for Otis Beall Kent, a wealthy tax lawyer and eccentric bachelor. Aside from the many public and private functions that occur in this charming mansion, the home still contains many historic treasures that draw thousands of visitors annually. The Mansion is locally designated as a historic property by the City of Gaithersburg.
- B. The bathrooms on the second floor which are included in this scope are work are primarily used as dressing rooms and makeup areas for event rentals. The shower and tub fixtures have not been used in years and are taking up much needed preparation space.

### **8.2. GENERAL REQUIREMENTS**

The Contractor shall perform the following pre-construction services:

#### **A. Field Verification**

Field verify the existing site conditions and utilities prior to commencing work and report discrepancies to the City's Project Manager. Contractor shall perform the following tasks prior to starting the field work:

- Revise a construction phasing plan and schedule for the City's approval. The project schedule will show, at a minimum, a baseline execution timeline with milestone (top level) activities in a critical path method.
- Prepare a project site cleaning and waste disposal plan which will address the safe disposal of construction waste and site debris. Also the Contractor shall provide a dust and fume control plan a part of the project phasing plan.
- Conduct existing conditions survey to ensure the accuracy of all provide square footage, access points to the Work Zone, locations for the dumpster, material storage and logistics.
- Contractor shall prepare a Site Utilization Plan to demarcate the proposed laydown/breakdown areas, construction area, portable hygiene facility, first aid toolkit, temporary storage of tools and goods, construction vehicle parking, and features depicting OSHA standard compliance. The Site Utilization Plan shall be submitted to the City appointed Project Manager as a submittal for review and approval. No work shall commence prior to approval.

#### **B. Submittals**

The Contractor shall submit all required submittals electronically to City Project Manager within ten (10) working days from the date of Notice-to-Proceed (NTP) for City approval. Submittals for all Services include but not be limited to:

- ↳ All product data (MSDS, specifications, installation manuals, maintenance manuals, and others). Such submittals may be submitted by the Contractor as preliminary within the first ten days after the issuance of Notice-to-Proceed. However, the approval of preliminary submittals does not warrant the Contractor to order or purchase any of the items until the permits are approved.
- ↳ Shop Drawings
- ↳ Revised project schedule and phasing plan
- ↳ Subcontractor's qualifications/certification

C. Quality Assurance and Regulatory Requirements

- I. Structural items shall meet or exceed the testing criteria as specified.
- II. Pre-Construction Meeting – Every party who is concerned with the project, or required to coordinate work before or after installation shall meet at the project site well in advance of the time scheduled for the work and review the requirements for work and conditions which would possibly interfere with the successful performance of work.
- III. All material selections shall meet the City's preferences.
- IV. All work shall be completed per industry standard best practices and material manufacturer's installation recommendations.

**8.3. SCOPE OF WORK**

A. Lead Paint and Hazardous Materials Abatement

Contractor shall comply with all applicable Federal, State, and local regulations pertaining to work practices while removing lead paint or hazardous materials identified in work areas. Please refer to Lead Paint report for identified locations included in Attachment E hereto.

B. Selective Demolition

Selective demolition includes removal and disposal of all existing fixtures, all tile from the walls and floors, all drywall and all bulkheads in the area of work identified in the Floor Plan attached hereto as Attachment B and any material required for the proper installation of new drywall and tile flooring. Contractor to provide dust control materials to contain construction dust to Work Zone only.

C. Plumbing

Plumbing includes removal of all existing plumbing lines in bathrooms. Contractor shall permanently cap off all plumbing lines supplying the showers and tubs. Replace all hot and cold water supply lines exposed after wall demolition to sink and toilet as per applicable code requirements.

D. Electrical

Electrical work includes installation of a maximum of four new receptacles, two new ceiling lights or wall sconces, one new ceiling light and one new light switch in each

bathroom. Owner will decide on final count once demolition is complete. Should the Owner opt for less than four new receptacles in each bathroom, a credit shall be issued to the City for the unit price listed on the Cost Proposal. All existing outlets and switches to be replaced with new. Contractor to install City furnished lighting which will consist of one ceiling light and two ceiling pendants or two wall sconces in each bathroom. All electrical work to be completed per applicable code requirements.

E. Rough Carpentry

- I. Rough carpentry includes carpentry work that is required to enclose shower stall in Bathroom A. Any repairs to replace rotted and/or damaged wood uncovered when the existing walls are removed and any framing needed to support new drywall and electrical receptacles.
- II. Install new base trim and shoe molding to match existing size and style in yellow office adjacent to Bathroom A in both bathrooms.

F. Greenboard Drywall and Insulation

- I. Furnish labor and materials to hang, tape and finish new Greenboard walls. Properly countersink screw heads, shim drywall and patch at seams. Greenboard shall be a minimum of ½" thick or to match existing thickness on walls.
- II. Clean, repair/prepare the surfaces to receive insulation in accordance with manufacture's recommendations and applicable building code in all areas where old drywall is removed. Fill wall cavity with fiberglass batt insulation to achieve the greatest R-value possible.

G. Painting

- I. Surface Preparation: Clean and prepare the surfaces to be painted to include walls, ceilings, doors, windows, trim, shutters and radiator covers. Chip and scrape all loose paint and clean according to paint manufacturer's instructions. Primer: Primer shall be used to prime all new drywall and bare wood. Brush and/or roller application is required (no spraying).
- II. Interior Finish Coats: Paint ceiling and walls with two coats of Sherwin Williams Paint Shield Microbiodical Interior Latex Paint, Eggshell finish. Apply colors specified by the Owner.
- III. Application: Application shall be such that drips, spatters, flaws, streaking, shadowing or other types of inferior workmanship does not occur.
- IV. Submittal: Submit paint specifications and color samples for selection and approval.

H. Flooring

- I. Remove plumbing fixtures, radiator covers, etc. to facilitate the removal of flooring.
- II. Remove all ceramic floor tile.



- III. Report to City's Project Manager condition of existing subfloor and provide recommendation if existing can be reused or shall be replaced. Should a new subfloor be needed, install new ¾" T&G plywood floor.
  - IV. Install new cement board as per floor tile manufacturer's recommendations.
  - V. Install flooring manufacturers recommended mortar and grout. Seal grout after it has cured or per manufacturers recommendations.
  - VI. Install City provided porcelain floor tile in pattern approved by the City's Project Manager. Maintain 1/8" spacing and apply sanded grout. Grout color to be determined by City Project Manager.
- I. Coordination with City Contractors  
Should the City elect to hire their own electrical and/or plumbing contractors, Contractor shall schedule work with City provided subcontractors. If City elects to hire their own electrical and/or plumbing contractors, cost of electrical and plumbing work will be covered by the City.
- J. Install Owner Furnished Materials  
Contractor to install Owner furnished materials to include: floor tile, toilets, vanities, mirrors, light fixtures and plumbing fixtures. Proposed materials may change but items listed below are to be used as a reference and illustrate a representation of the intended final product. Material selection will be finalized before contract is awarded.

Floor Tile	Montalcino Arina Bianco Matte Porcelain Tile <a href="https://www.flooranddecor.com/porcelain-tile/arina-bianco-matte-porcelain-tile-100604701.html?gclid=CjwKCAjw19z6BRAYEiwAmo64LXfoxVfG5mJ7Q5VvhE_1w8SULwrzhShvHETwwKLuF5cGdr6BhFlcdxoCUC8QAvD_BwE">https://www.flooranddecor.com/porcelain-tile/arina-bianco-matte-porcelain-tile-100604701.html?gclid=CjwKCAjw19z6BRAYEiwAmo64LXfoxVfG5mJ7Q5VvhE_1w8SULwrzhShvHETwwKLuF5cGdr6BhFlcdxoCUC8QAvD_BwE</a>	Entire floor in each bathroom
Toilet	KOHLER Elliston Complete Solution White WaterSense Elongated Chair Height 2-Piece Toilet 12-in Rough-In Size (ADA Compliant) <a href="https://www.lowes.com/pd/KOHLER-Elliston-White-WaterSense-Elongated-Comfort-Height-2-piece-Toilet-12-in-Rough-In-Size/1001354516">https://www.lowes.com/pd/KOHLER-Elliston-White-WaterSense-Elongated-Comfort-Height-2-piece-Toilet-12-in-Rough-In-Size/1001354516</a>	Quantity: 2
Vanity	allen + roth Hamburg 36-in White Single Sink Bathroom Vanity with White Cultured Marble Top <a href="https://www.lowes.com/pd/allen-roth-Hamburg-36-in-White-Single-Sink-Bathroom-Vanity-with-Bombay-White-Cultured-Marble-Top/1001877514">https://www.lowes.com/pd/allen-roth-Hamburg-36-in-White-Single-Sink-Bathroom-Vanity-with-Bombay-White-Cultured-Marble-Top/1001877514</a>	Quantity: 2

Mirror	Gatco Elevate 27.5-in Brushed Brass Rectangular Frameless Bathroom Mirror <a href="https://www.lowes.com/pd/Gatco-Elevate-27-5-in-Brushed-Brass-Rectangular-Frameless-Bathroom-Mirror/1001419420">https://www.lowes.com/pd/Gatco-Elevate-27-5-in-Brushed-Brass-Rectangular-Frameless-Bathroom-Mirror/1001419420</a>	Quantity: 2-4
Lighting	Progress Lighting Teigen Antique White and Vintage Gold Transitional Geometric Pendant Light <a href="https://www.lowes.com/pd/Progress-Lighting-Teigen-Antique-White-and-Vintage-Gold-Transitional-Geometric-Pendant-Light/1001309130">https://www.lowes.com/pd/Progress-Lighting-Teigen-Antique-White-and-Vintage-Gold-Transitional-Geometric-Pendant-Light/1001309130</a>	<u>Quantity: 6</u>
Faucet	Moen Voss Brushed Gold 2-handle 4-in Centerset WaterSense Bathroom Sink Faucet with Drain <a href="https://www.lowes.com/pd/Moen-Voss-Brushed-Gold-2-handle-4-in-Centerset-WaterSense-Bathroom-Sink-Faucet-with-Drain/1000750414">https://www.lowes.com/pd/Moen-Voss-Brushed-Gold-2-handle-4-in-Centerset-WaterSense-Bathroom-Sink-Faucet-with-Drain/1000750414</a>	<u>Quantity: 2</u>

**8.4. ADD ALTERNATE SCOPE OF WORK**

- A. Removal of two interior walls in office that abuts Bathroom A to enlarge existing office space.
- B. Rough carpentry includes carpentry work that is required to enclose wall on back side of shower stall in Bathroom A. Any repairs to replace rotted and/or damaged wood uncovered when the existing walls are removed and any framing needed to support new drywall and electrical receptacles. Also to include new trim work to match existing in room.
- C. Greenboard drywall and insulation as outlined in Section 8.3.F.
- D. Painting as outlined in Section 8.3.G.
- E. Coordinate electrical and flooring work with City provided subcontractors. Cost of electrical and flooring work will be covered by the City.

**~ END OF SECTION 8 ~**

## **SECTION 9: Attachments**

---

**~ THIS PAGE INTENTIONALLY LEFT BLANK ~**