



FREDERICK COUNTY GOVERNMENT

Jan H. Gardner
County Executive

DIVISION OF FINANCE
Department of Procurement & Contracting

Lori L. Depies, CPA, Division Director
Diane Fouche, CPPB, Director

April 16, 2020

Invitation for Bid #20-011-CP, Myersville Highway Operations Addendum #3

This Addendum contains revisions, clarifications, and information pertinent to the title solicitation and shall supplement, amend, and become part of the solicitation. All responses shall be based upon the information provided in this Addendum, in accordance with the solicitation documents.

Acknowledgment of this Addendum shall be submitted with the response, including addendum number and date. Failure to acknowledge addenda may subject the Contractor to disqualification.

*Bids are due May 21, 2020 before 2:00PM
Questions are due May 13, 2020 by 4:00pm.*

QUESTIONS:

1. *Question: What is the anticipated Notice-to-Proceed?*

Answer: July 2020

2. *Question: Please list the seven phases during the conference call?*

Answer: Refer to SPECIFICATION SECTION 01100- SUMMARY, Article 1.4 PHASING OF WORK. Descriptions of the seven (7) phase are provided.

3. *Question: Bid form and contract are asking for a total of the contingent items. Item 25 is not shown to be included. Should this be included? Also, items 34 & 35 are shown to be included in the total but are shown blacked as not to be priced.*

Answer: Item 25 should be included; items 34 & 35 should not be included. See revised section 00200A, Schedule of Unit Contingent Item Prices.

4. *Question: What is the term of completion for this project?*

Answer: 486 Calendar Days

5. *Question: Is this a wage scale project?*

Answer: No

6. *Question: Is there a certain brick selected for this project?*

Answer: See revision 6 specification for ground face masonry veneer equal to Nitterhouse ground face masonry cmu. Acceptable manufacturers include Trenwyth and Hagerstown Block.

7. **Question:** *We would like to know the responsibilities in regards to control access I understand the County is providing their securities contractor for networking. Will they be providing the control access panels? If not we will need to know which control access that are compatible with their network.*

Answer: SPECIFICATION SECTION 01100- SUMMARY, Article 1.3A. identifies the work required for the IIT Network in conjunction with the Electrical drawings and specifications. The Contractor is responsible for conduit, boxes, and coordination of the installation with Frederick County's vendor.

8. **Question:** *There will be a large amount of materials that will be required to be stored on site during installation process as well as telehandler and skidsteer. Is there a designated location on site proposed for the storing of the materials and equipment while during the construction process?*

Answer: SPECIFICATION SECTION 01100- SUMMARY, Article 1.4 D.2. Phase 2 and Drawings PH.1 and C104.1 Revised 3.19.20 identify the proposed lay down area. The Contractor shall coordinate use of the lay down area with Frederick County Highway Operations in the temporary use of this area. If utilized, the Contractor shall be responsible to refurbish the area to its original constructed Phase 2 condition at no cost to the Owner.

9. **Question:** *Is there a budget for this project?*

Answer: \$3,344,171.00 - \$4,786,281.00

REVISIONS:

1. Bid form, Article - Basis of Bid, Row two, Total Unit Contingent Items has been updated with correct Unit Contingent Item numbers.
2. Draft Form of Agreement, Article 5 – Contract Price, Section 5.01B Total Unit Contingent Items has been updated with correct Unit Contingent Item numbers.
3. 00200A- Schedule of Unit Contingent Item Descriptions has been updated to include item 25 and remove unit contingent items not required for the project.
4. SECTION 04 81 00- UNIT MASONRY ASSEMBLIES, Article 2.1, **ADD** the following paragraph:

"J. Ground Face Masonry: Architectural ground face masonry units shall be equal to Nitterhouse Masonry Products Ground Face CMU complying with ASTM C90 (bearing) and C129 (non-load bearing) ASTM C33 aggregates.

1. All sampling and testing shall be in accordance with ASTM C140.
2. Finish face shall have a coat of factory applied water-based VOC compliant acrylic resin sealer conforming to ASTM C744.
3. Installation and cleaning shall be in accordance with the manufacturers written instructions.
4. Cleaning shall be within 7 to 14 calendar days of laying the wall in accordance with the manufacturer's written instructions.
5. A second coat of sealer, as recommended by the manufacturer and applied by a qualified applicator, shall be applied in accordance with the manufacturers written instructions and after final repairs and clean down.
6. Other acceptable manufacturers:
 - a. Hagerstown Block
 - b. Trenwyth -Trendstone"

5. Section 07 71 00- MANUFACTURED ROOF SPECIALTIES, **REVISE** as follows:
 - a. Article 1.1D: **DELETE** reference to Snow Guards
 - b. Article 1.2: **REVISE** Article 1.2A to read Section 07 72 53- SNOW RAILS
 - c. Article 2.1A.3.: **DELETE** reference to S-5 in its entirety.
 - d. Article 2.2D Snow Retention: **Delete** in its entirety.
 - e. Article 3.4 Installation; **Delete** paragraphs B through L in their entirety.

CLARIFICATION: Other components specified in this Section shall be installed in accordance to their manufacturers written instructions.

6. **ADD** SECTION 07 72 53- SNOW RAILS (Attachment 5 of this addendum).
7. Section 10 50 80 – METAL WARDROBE LOCKERS, Part 2 Products, 2.1 Manufactures, B Other Acceptable Manufacturers **ADD** 4. Scranton Products – Duralife Lockers.
8. SECTION 13 12 10- PRE-ENGINEERED BUILDINGS, Article 1.2 RELATED REQUIREMENTS; **ADD** the following paragraphs: "F. SECTION 07 71 00- Manufactured Roof Specialties and G. Section 07 72 53- Snow Rails"

CLARIFICATIONS:

1. ADDENDUM NO. 2, ATTACHMENT NO. 7, DRAWING E002- Revised 3.26.20; Clarification: Drawing E002- Revised 3.26.20 was included within the addendum without a description providing direction. Therefore, ADD the following to Addendum No.2 narrative:

"9. Item 2.07, DRAWING E002-SITE PLAN- Electrical, DELETE in its entirety and REPLACE with *Revised Drawing E002* dated 3.26.20. (Attachment No. 7 of Addendum No. 2)."

ATTACHMENTS:

1. REVISED 00200A- Schedule of Unit Contingent Items
2. REVISED Form of Agreement
3. REVISED Bid Form
4. Pre-bid sign in Sheets
5. SECTION 077253- SNOW RAILS

Except as noted herein, all terms and conditions of the document referenced, as heretofore changed, remain unchanged and in full force and effect.



Justin Hedges, Team Leader
Department of Procurement & Contracting

JWH

**BID NO 20-011-CP
MYERSVILLE HIGHWAY OPERATIONS**

REVISED Section 00200A

**SCHEDULE OF UNIT CONTINGENT ITEM PRICES
TO ACCOMPANY THE BID OF**

(Bidder/Contractor)

UNIT CONTINGENT ITEMS					
UCI #	DESCRIPTION	EST QTY	Unit of Measure	\$ PER UNIT	TOTAL
1	EARTH EXCAVATION - HAND	100	CY		
2	EARTH EXCAVATION - MACHINE	100	CY		
3	TRENCH EXCAVATION	100	CY		
4	ROCK EXCAVATION IN OPEN CUT	100	CY		
5	TRENCH ROCK EXCAVATION	100	CY		
6	REMOVAL FROM SITE OF UNSUITABLE SOIL	1000	CY		
7	STRUCTURAL FILL FROM OFF-SITE SOURCES	1000	CY		
8	PERMANENT SEEDING, FERTILIZING, & MULCH	100	SY		
9	SOD	100	SY		
10	FURNISHED, SCREENED TOPSOIL	100	CY		
11	LIGHT PAVING SECTION				
12	HEAVY PAVING SECTION	50	TON		
13	ASPHALT ADJUSTMENT				
14	REINFORCED CONCRETE PAVING/PAD/SIDEWALK	50	SF		
15	4" PVC CONDUIT	100	LF		
16	HINGED BOLLARDS				
17	PIPE BOLLARDS	1	EA		
18	PAVEMENT MARKINGS (4" WIDE)	100	LF		
19	6" CURB AND GUTTER	100	LF		

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20A	2'X2' LAY-IN CEILING TILE WITH GRID – TYPE A	100	SF		
20B	2'X2' LAY-IN CEILING TILE WITH GRID – TYPE B	100	SF		
21	RESINOUS FLOORING	100	SF		
22	CARPET TILE				
23	BASE MOLDING	25	LF		
24	VINYL WALL COVER	100	SF		
25	FIRE EXTINGUISHER AND CABINET	1	EA		
26	FIRE SPRINKLER FLEX HEADS				
27	DUPLEX 120V ELECTRICAL OUTLET	5	EA		
28	DUPLEX 120V ELECTRICAL OUTLET, DEDICATED	5	EA		
29	20AMP, 120V LIGHT SWITCH)	5	EA		
30	20AMP, 120V DIMMER SWITCH 20	5	EA		
31	2'X2' FLUORESCENT LIGHT FIXTURE	5	EA		
32	EMERGENCY EXIT LIGHT	5	EA		
33	EMERGENCY EXIT SIGN	5	EA		
34	FIRE ALARM PULL STATION				
35	FIRE ALARM HORN AND STROBE				
36	VOICE/DATA OUTLET WITH CONDUIT & BOX	5	EA		
37	DUCT ACCESS DOOR 12"X12"	1	EA		
SUM OF ESTIMATED UNIT CONTINGENT ITEMS (Sum of total amounts for UCIs #1-10, 12, 14-15, 17-21, 23-25, 27-33, & 36-37)					\$_____

UNIT PRICE CONTINGENT ITEMS

The Unit Price Contingent Items identified in this Proposal Form are provided in the Contract for use when and as directed by the Project Manager for the incorporation of additional work not specified in the Contract Documents; however, during the course of the work, the Project Manager may direct the incorporation of any or all of the items. The quantities for the Unit Price Contingent Items shown in this Proposal Form are established for the purpose of obtaining a proposal price. The quantities for these Unit Price Contingent Items may be increased or decreased without any adjustment to the unit price proposal, or may be eliminated

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entirely from the Contract by the Project Manager without negotiation. No claim for additional costs will be considered should any of the Unit Price Contingent Items be increased, decreased, or eliminated. Contingent item unit prices remain binding for the duration of the contract (and renewals, if any).

Payment for Unit Price Contingent Items will be made on the basis of the quantities as actually measured. Each unit price shall include all labor, materials, and incidental costs necessary to complete the work required by the item. The unit prices shall include all direct and indirect costs, overhead and profit, taxes, and insurance. **These Unit Price Contingent Items do not form a portion of the Contractor's Base Proposal, but will be added to the Base Bid to determine the Total Contract Sum.** Write in the unit prices in clear numerals, and make extensions.

UNIT CONTINGENT ITEM DESCRIPTIONS

UCI-1 Earth Excavation – Hand (i.e. test pitting) beyond the lines and grades indicated on the Contract Documents or referenced details, including proper disposal of excess materials, at the direction of the Owner shall be measured by cubic yard actually excavated and properly disposed of, measured by multiplying the area (in square yards) by the depth of excavation (in yards). Payment will be made for actual quantities measured at the unit price cubic yard listed in the Contingent Items Proposal Form.

UCI-2 Earth Excavation – Machine beyond the lines and grades indicated on the Contract Documents or referenced details, including proper disposal of excess materials, at the direction of the Owner shall be measured by cubic yard actually excavated and properly disposed of, measured by multiplying the area (in square yards) by the depth of excavation (in yards). Payment will be made for actual quantities measured at the unit price cubic yard listed in the Contingent Items Proposal Form.

UCI -3 – Trench Excavation for additional pipe, conduit or footing trenching beyond what is indicated on the Contract Documents or referenced details, at the direction of the Owner shall be measured by cubic yard actually excavated and disposed of, measured by multiplying the length of trench (in yards) by the depth of trench (in yards) by the width of trench (in yards). Payment will be made for actual quantities measured at the unit price per cubic yard listed in the Contingent Items Proposal Form.

UCI -4– Rock Excavation in Open Cut for additional excavation of rock beyond what is indicated on the Contract Documents or referenced details, at the direction of the Owner shall be measured by cubic yard actually excavated. Payment shall be made for actual quantities measured at the unit price per cubic yard listed in the Contingent Items Proposal Form.

UCI -5 – Trench Rock Excavation for additional trenching of rock beyond what is indicated on the Contract Documents or referenced details, at the direction of the Owner shall be measured by cubic yard actually excavated. Payment will be made for actual quantities measured at the unit price per cubic yard listed in the Contingent Items Proposal Form.

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UCI -6 – Removal from Site of Unsuitable Soil for the disposal of soil that has no beneficial purpose on site with measurement by cubic yard actually removed. Payment will be made for actual quantities measured at the unit price per cubic yard listed in the Contingent Items Proposal Form.

UCI -7 – Structural Fill from Off-Site Sources for the furnishing, transportation, placement, and proper compaction structural fill required for footings, foundations, and slabs. Measurement is by cubic yard actually transported to the site and, payment will be made for actual quantities measured at the unit price per cubic yard listed in the Contingent Items Proposal Form.

UCI-8 - Permanent Seeding, Fertilizing and Mulch includes furnishing and applying permanent seed to all general lawn areas, including fertilizer, lime, and mulch. Work shall also include fine grading and maintenance of seeded lawn areas consisting of weeding, mowing, trimming, refertilization, replanting, and other operations as applicable, to provide an adequate stand. These items shall be paid for at the unit price per square yard of Permanent Seed, Fertilizer and Mulch, furnished, applied, and maintained. The unit price shall include the cost of bed preparation, fine grading, and all labor, equipment, materials, and incidentals necessary to complete the work.

UCI-9 - Sod consists of furnishing, installing, and maintaining turfgrass sod around the perimeter of the skinned infields, as shown on the plans, as detailed and specified. This item shall be paid at the unit price bid per square yard of sod furnished, installed, and maintained in accordance with the specifications. The unit price shall include the cost of furnishing and applying soil amendments, bed preparation, maintenance, and all labor, equipment, materials, and incidentals necessary to complete the work.

UCI -10 – Furnished, Screened Topsoil The unit price shall include screening, transportation to and around the site, stockpiling, placing and fine grading, and all labor, equipment, materials, and incidentals necessary to complete the work. Payment shall be made for actual quantities measured at the unit price per cubic yard as listed in the Contingent Items Proposal Form.

UCI -12 – Heavy Paving Section for furnishing additional heavy paving to be used at the Owner's direction. The unit price shall include the placement of subgrade, base paving, and finish paving, and all labor, equipment, materials, and incidentals necessary to complete the work. Payment shall be made for actual quantities measured at the unit price per Ton as listed in the Contingent Items Proposal Form.

UCI -14 – Reinforced Concrete Paving/Pad/Sidewalk (4" Thick) including Formwork, Finishing and Reinforcing for construction in addition to the work shown on the Contract Documents, to be used as directed by the Owner. Unit price shall include all required excavation, graded aggregate base, formwork (installation and removal), finishing and reinforcing, and all labor, equipment, materials, and incidentals necessary to complete the work. Payment will be made for actual quantities measured at the unit price per square foot as listed in the Unit Contingent Items Proposal Form.

UCI -15 – 4" PVC Conduit Basic Materials and Methods) for additional conduit beyond what is indicated in the Contract Documents to be used for underground routing of electrical, security, or communications cabling. Unit price shall include trenching, excavation and backfill, furnishing and installing bedding

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material and pipe, and all labor, equipment, materials, and incidentals necessary to complete the work. Payment will be made for the actual quantities measured at the unit price per linear foot as listed in the Contingent Items Proposal Form.

UCI-17 - Pipe Bollards consists of furnishing and installing the pipe Bollards as shown on the plans and as shown on the contract drawings. Refer to Section 05 50 00 – Metal Fabrications, Article 3.5.A. UCI-17 shall include both bollard and bollard cover. These items shall be paid at the unit contingent price per each pipe Bollard furnished and installed in locations not already shown on the contract documents. The unit price shall include the cost of shipping, excavation and backfill, concrete for footings, and all labor, equipment, materials, and incidentals necessary to complete the work.

UCI-18 - Pavement Markings (4" wide) consists of furnishing and installing permanent pavement markings for entrance road and parking lots, including stop bars, parking stall striping, and pedestrian crosswalks. Unit price shall include all labor, equipment, materials, and incidentals necessary to complete the pavement markings. Payment will be made for the actual quantities measured at the unit price per linear foot as listed in the Contingent Items Proposal Form.

UCI-19 – 6" Curb and Gutter consists of constructing curbing, not shown on the construction documents, as directed by the owner. Refer to drawings for all requirements. This item shall be paid at the unit contingent price per linear foot of curbing required, furnished and installed. The unit price shall include the cost of forms, excavation, concrete, backfill, graded aggregate base, joint sealer, all labor, materials, equipment, and incidentals necessary to complete the work.

UCI-20A – 2'x2' Lay-In Ceiling Tile with Grid consists of installing acoustical ceiling tile, not shown on the construction documents, as directed by the Owner. This item shall be paid at the unit contingent price per square foot of additional ceiling tile furnished and installed. The unit price shall include the cost of all labor, materials, equipment, and incidentals necessary to complete the additional work. Refer to Spec Section 09 51 00 for Acoustical Ceiling Tile Type A.

UCI-20B – 2'x2' Lay-In Ceiling Tile with Grid consists of installing acoustical ceiling tile, not shown on the construction documents, as directed by the Owner. This item shall be paid at the unit contingent price per square foot of additional ceiling tile furnished and installed. The unit price shall include the cost of all labor, materials, equipment, and incidentals necessary to complete the additional work. Refer to Spec Section 09 51 00 for Acoustical Ceiling Tile Type B.

UCI-21 – Resinous Flooring consists of installing resinous flooring as directed by the owner. Refer to Specification Section 09 67 10 – Resinous Flooring, for all requirements. This item shall be paid at the unit contingent price per square foot of additional resinous flooring furnished and installed. The unit price shall include the cost of all labor, materials, equipment, and incidentals necessary to complete the additional work.

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UCI-23 – Base Molding consists of installing additional molding, not shown on the construction documents, and as directed by the owner. Refer to Spec Section 09 65 00 – Resilient Flooring for Vinyl Cove Base (B1). This item shall be paid at the unit contingent price per lineal foot of additional molding furnished and installed. The unit price shall include the cost of all labor, materials, equipment, and incidentals necessary to complete the additional work.

UCI-24 – Vinyl Wall Covering (Acrovyn) consists of installing additional wall coverings, not shown on the construction documents, and as directed by the owner. Refer to Spec Section 10 26 00 – Rigid Sheet Vinyl (InPro Corp.). This item shall be paid at the unit contingent price per square foot of additional wall covering furnished and installed. The unit price shall include the cost of all labor, materials, equipment, and incidentals necessary to complete the additional work.

UCI-25 – Fire Extinguisher and Cabinet consists of installing one (1) fire extinguisher and cabinet as directed by the Owner or Fire Marshal. Refer to Spec Section 10 52 20 – Fire Extinguishers, Cabinets, and Accessories. This item shall be paid at the unit contingent price per extinguisher and cabinet furnished and installed. The unit price shall include the cost of all labor, materials, equipment, and incidentals necessary to complete the additional work.

UCI-27 – Duplex 120v Electrical Outlet consists of installing an additional duplex outlet not shown on the construction documents but connected to an electrical circuit already shown. The architect will identify the existing circuit that the outlet will be connected. This item shall be paid at the unit contingent price per outlet furnished and installed. The unit price shall include the cost of all labor, materials, equipment, and incidentals necessary to complete the additional work.

UCI-28 – Duplex 120v Electrical Outlet on a Dedicated Circuit consists of installing an additional duplex outlet and circuit to a service panel identified by the architect but within 200 feet of the outlet. This item shall be paid at the unit contingent price per outlet on a dedicated circuit furnished and installed. The unit price shall include the cost of all labor, materials, equipment, and incidentals necessary to complete the additional work.

UCI-29 – 20amp, 120v Light Switch consists of installing an additional light switch not shown on the construction documents but connected to an electrical circuit already shown. The architect will identify the existing circuit that the switch will be connected. This item shall be paid at the unit contingent price per switch furnished and installed. The unit price shall include the cost of all labor, materials, equipment, and incidentals necessary to complete the additional work.

UCI-30 – 20amp, 120v Dimmer Switch consists of installing an additional dimmer light switch not shown on the construction documents but connected to an electrical circuit already shown. The architect will identify the existing circuit that the outlet will be connected. This item shall be paid at the unit contingent price per switch furnished and installed. The unit price shall include the cost of all labor, materials, equipment, and incidentals necessary to complete the additional work.

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UCI-31 – 2’x2’ Fluorescent Light Fixture consists of installing an additional light fixture not shown on the construction documents but connected to an electrical circuit already shown. The architect will identify the existing circuit that the outlet will be connected. This item shall be paid at the unit contingent price per fixture furnished and installed. The unit price shall include the cost of all labor, materials, equipment, and incidentals necessary to complete the additional work.

UCI-32 – Emergency Exit Light consists of installing an additional light fixture not shown on the construction documents. The light shall be as specified (either battery or electrical conduit) in the contract documents. This item shall be paid at the unit contingent price per light furnished and installed. The unit price shall include the cost of all labor, materials, equipment, and incidentals necessary to complete the additional work.

UCI-33 – Emergency Exit Sign consists of installing an additional sign fixture not shown on the construction documents. The sign will be identical to the sign specified (not battery powered) in the contract documents. This item shall be paid at the unit contingent price per sign furnished and installed. The unit price shall include the cost of all labor, materials, equipment, and incidentals necessary to complete the additional work.

UCI-36 – Voice and Data Outlet with Conduit and Box consists of installing additional conduit and box required for the Owner to pull the necessary cable and install the outlet. The conduit length will not exceed 100 feet and will connect to the data closet identified by the Owner. This item shall be paid at the unit contingent price per additional outlet identified to be furnished and installed by the Owner. The unit price shall include the cost of all labor, materials, equipment, and incidentals necessary to complete the conduit and box installation.

UCI-37 – Duct Access Door, 12”x12” consists of installing an additional duct access door not shown on the construction document. This item shall be paid at the unit contingent price per door furnished and installed. The unit price shall include the cost of all labor, materials, equipment, and incidentals necessary to complete the work.

END OF UNIT CONTINGENT ITEMS

**REVISED FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)
FUNDING AGENCY EDITION**

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

ACEC

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The Associated General Contractors of America



and the

Construction Specification Institute



Knowledge for Creating
and Sustaining
the Built Environment

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**AGREEMENT 20-011-CP
MYERSVILLE HIGHWAY OPERATIONS**

THIS AGREEMENT is by and between _____ Frederick County, Maryland _____ (“Owner”) and _____ (“Contractor”).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work under this contract includes but is not limited to the renovation and fit-out of the third floor executive suite as required per the contract documents.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Myersville Highway Operations

ARTICLE 3 – ENGINEER

3.01 The Project specifications have been written by Bushey Feight Morin Architects (BFM) who will act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Complete the Work Identified by the Contract Documents and Obtain Final Payment*

A. The “Work” will be completed within four hundred and eighty-six (486) calendar days defined in the Invitation for Bid after the date when the Contract Times commence per the Notice to Proceed, and completed and ready for final payment in accordance with Section 1770 Closeout Procedures.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1,000.00 (One Thousand Dollars) for each calendar day that expires after the time specified in Paragraph 4.02 for Completion of the “Work” until the “Work” is complete and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A and 5.01.B below.

- A. For all work associated with the construction of the Myersville Highway Operations, including unclassified excavation, per Drawings and Specifications a Lump Sum of:

TOTAL BASE BID PRICE – MYERSVILLE SATELLITE YARD	\$ _____
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For Add Alternate 1 (if selected by County): Provide and install structural steel associated with the Four (4) Ton (8,000 lb.) capacity bridge crane in 101-Weld Shop (Bay 3). Shall include but not be limited to crane beam(s) assembly less crane rails, associated HSS Columns with bracing, and reinforced concrete column footings for a Lump Sum of:

ADD ALTERNATE 1 – BRIDGE CRANE STRUCTURAL STEEL INSTALLATION	\$ _____
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For Add Alternate 2 (if selected by County): provide and install the Four (4) Ton (8,000 lb.) capacity Bridge Crane in 101-Weld Shop (Bay 3). Bridge Crane shall be as specified in Section 11 90 00. Shall include but not be limited to Bridge Crane Beam Assembly, associated HSS Columns with bracing, and reinforced concrete column footings, and all associated Division 26 Electrical equipment with conductors in conduits back to electric panel for a Lump Sum of:

ADD ALTERNATE 2 – COMPLETE BRIDGE CRANE INSTALLATION	\$ _____
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For Add Alternate 3 (if selected by County): Provide and install the following Wash Bay Equipment and components in 102-Equipment as specified in Section 10 90 00; article 2.1 Wash Bay Equipment and Recycle System:

1. Below slab piping directly associated with wash bay equipment and recycle system. Includes trench drain with cast iron grate and catch basin with iron grating depicted in Bay 2 (Wash).
2. 3'x9' Fiberglass Pre-Treatment Pit and Cover.
3. 2'x2' Fiberglass Sump Pit and Cover.
4. Reinforced concrete equipment pad for the closed loop Biological Recycle Water System.

For a Lump Sum of:

ADD ALTERNATE 3 – PARTIAL WASH BAY EQUIPMENT INSTALLATION	\$ _____
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For Add Alternate 4 (if selected by County): Provide and install the wash bay equipment in 102-Equipment and 202-Loft Area. Complete list of wash bay equipment shall be as specified in Section 10 90 00; article 2.1 Wash Bay Equipment and Recycle System. Shall include but not be limited to:

1. All below slab piping directly associated with wash bay equipment and recycle system. Includes trench drain with cast iron grate and catch basin with iron grating depicted in Bay 2 (Wash).
2. 3'x9' Fiberglass Pre-Treatment Pit
3. 2'x2' Fiberglass Sump Pit
4. Reinforced concrete equipment pad for the closed loop Biological Recycle Water System., including concrete equipment pad on 202-Loft for the pressure washer system
5. All roof penetrations at hot air/exhaust duct stacks

All Division 26 electrical connections including associated equipment with conductors in conduits back to electric panel for a Lump Sum of:

ADD ALTERNATE 4 – COMPLETE WASH BAY EQUIPMENT INSTALLATION	\$ _____
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For Add Alternate 5 (if selected by County): Construct the Truck Shed in its entirety (120' x 40') with reinforced concrete turned down apron. Shall include but not be limited to all associated reinforced concrete piers and footings, cmu foundations and cmu firewall, foundation excavation and backfill, and Division 26 Electrical lighting and power for a Lump Sum of:

ADD ALTERNATE 5 – COMPLETE TRUCK SHED INSTALLATION	\$ _____
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For Add Alternate 6 (if selected by County): provide and install the reinforced concrete equipment pad with Brine Tanks located alongside the Truck Shed. Note: All Brine Tanks are provided by Owner and Installed by General Contractor.

1. Includes (8) 8-inch diameter schedule 40 steel pipe bollards with plastic bollard covers as specified in Section 05 50 00.
2. Includes all associated Division 26 Electrical equipment with conductors in conduits back to electric panel.

for a Lump Sum of:

ADD ALTERNATE 6 – COMPLETE BRINE TANK INSTALLATION	\$ _____
---	----------

All specific items are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

- B. For all Unit Contingent Item Work, an amount equal to the sum of the established unit prices for each separately identified item of Unit Contingent Item Work times the estimated quantity of that item as indicated in this paragraph 5.01.B.

TOTAL UNIT CONTINGENT ITEMS UCIS #1-10, 12, 14-15, 17-21, 23-25, 27-33, & 36-37	\$ _____
--	----------

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the Owner. Unit Contingent Items have been computed as provided in Paragraph 11.03 of the General Conditions.

TOTAL CONTRACT SUM (Sum of all Lump Sum Work, Add Alternate, and Total Sum of Unit Contingent Items:

Total Contract Price (Sum of Total Base Bid Price, Add Alternate and Total Contingent Items Price)

\$ _____

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the First day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in paragraph 2.07A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with paragraph 14.02 of the General Conditions:
 - a. 95 percent of Work completed (with the balance being retainage); and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - c. In addition to retainage, Owner may withhold from payments otherwise due Contractor any amount that Owner reasonably believes necessary to protect Owner's interest.

6.03 *Final Payment*

- A. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with paragraph 14.07 of the General Conditions, Owner shall pay Contractor as provided in paragraph 14.07 of the General Conditions the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 14.07 of the General Conditions, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear no (0%) interest.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.
- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- 1. This Agreement (pages 1 to 6, inclusive)
- 2. Invitation for Bids (pages ____ to ____, inclusive)
- 3. Instructions to Bidders (pages ____ to ____, inclusive)
- 4. General Conditions (pages ____ to ____, inclusive)
- 5. Supplementary Conditions (pages ____ to ____, inclusive)
- 6. Specifications as listed in the table of contents of the Project Manual
- 7. Drawings consisting of ____ sheets with each sheet bearing the following general title: ____.
- 8. Addenda (numbers ____ to ____, inclusive)
- 9. Exhibits to this Agreement (enumerated as follows)
 - a. Contractor's Bid

- 1) pages _____ to _____, inclusive)
 - 2) Non-Collusion Affidavit of Prime Bidder and Non-Collusion Certification
 - 3) Two Certificates of Compliance
 - 4) List of Subcontractors
 - 5) Pages _____ to _____, inclusive
 - 6) Bidder Certification of Work Capacity
 - 7) Affidavit of Qualification to Bid
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
- a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Order(s).
11. There are no Contract Documents other than those listed above in this Article 9.
12. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in two copies. One counterpart each has been delivered to Owner and to Contractor. All portions of the Contract Documents have been identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement is dated _____.

CONTRACTOR:

By: _____

Title: _____

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for giving notices:

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

FREDERICK COUNTY, MARYLAND:



Jan H. Gardner
County Executive
APPROVED VIA INFOR

REVISED BID FORM FOR CONSTRUCTION CONTRACTS

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



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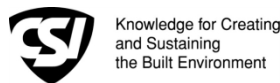
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(800) 548-2723

BID FORM
MYERSVILLE HIGHWAY OPERATIONS
BID #20-011-CP

TABLE OF ARTICLES

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**IFB 20-011-CP
MYERSVILLE HIGHWAY OPERATIONS**

NAME OF BIDDER: _____

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Frederick County, Maryland
Director of Procurement & Contracting
Procurement and Contracting Department, Frederick County Maryland
Winchester Hall
12 East Church Street
Frederick, Maryland 21701

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 (One Hundred and Twenty) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06.

E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and

procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the prices shown below:

TOTAL BASE BID PRICE – MYERSVILLE SATELLITE YARD	\$ _____
TOTAL UNIT CONTINGENT ITEMS UCIS #1-10, 12, 14-15, 17-21, 23-25, 27-33, & 36-37	\$ _____
<i>Total Contract Price (Sum of Total Base Bid Price and Total Contingent Items Price)</i>	\$ _____
<i>Add Alternate 1 – Bridge Crane Structural Steel Installation</i>	\$ _____
<i>Add Alternate 2 – Complete Bridge Crane Installation</i>	\$ _____
<i>Add Alternate 3 – Partial Wash Bay Equipment Installation</i>	\$ _____
<i>Add Alternate 4 – Complete Was Bay Equipment Installation</i>	\$ _____
<i>Add Alternate 5 – Complete Truck Shed Installation</i>	\$ _____
<i>Add Alternate 6 – Complete Brine Tank Installation</i>	\$ _____

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

The total Contract Price will be used by the Owner as the basis of determining the lowest bidder.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be final complete within the agreed to time between the Owner and Contractor. After the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Specification Section 1770 Closeout Procedures.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

- Bid Security (**Required only if Bidder’s Total Contract Sum is \$100,000 or greater**)
- Bidder Certification of Work Capacity
- Affidavit of Qualification to Bid
- Two Certificates of Compliance
- Affidavit

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

NAME OF FIRM: _____

ADDRESS: _____

PHONE: _____ FAX: _____

CONTACT NAME: _____ EMAIL: _____

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Date of Qualification to do business in _____ [State Where Project is Located] is ____________

April 7, 2020

IFB #20-011-CP

MYERSVILLE HIGHWAY OPERATIONS

Pre-Bid Conference
10:00 a.m, Eastern Standard Time (EST)
Procurement & Contracting Conference Call Line

FIRM NAME: Henley Construction Co, Inc.

Representative: Barry Howard

Email Address: Barry@henleyconstruction.com

Phone No.: 301-417-1006

FIRM NAME: Keller Brothers

Representative: Brendan Doherty

Email Address: bdoherly@kellerbrother.com

Phone No.: 301-607-9300

FIRM NAME: Hawkeye Construction

Representative: Steve Angell & Kevin Blanchette

Email Address: kblanchette@hcmail.us

Phone No.:

FIRM NAME: Palmer Construction Co., Inc.

Representative: Jerry Burkholder

Email Address: JBurkholder@palmerconstruction.net

Phone No.: 717-485-5111

FIRM NAME: Landmark Fence
Representative: Nick Enciu
Email Address: landmarkcustomfence@gmail.com
Phone No.: 240-707-0943

FIRM NAME: JCS Inc.
Representative: Mark Lookingbill
Email Address: mark.jcscominc@gmail.com
Phone No.: 301-624-1584

FIRM NAME: Waynesboro Construction Company
Representative: Danny VanGosen
Email Address: BidMD@waynesboroconstruction.com
Phone No.: 301-662-1150

FIRM NAME: Callas Contractors Inc.
Representative: Jim Dickerson
Email Address: jdickerson@callascontractors.com
Phone No.: 301-739-8400 x 134

FIRM NAME: CFI Construction Corp
Representative: Joe Slaughter & Samantha Haidak
Email Address: jlaughter@cficc.com & shaidak@cficc.com
Phone No.: 240-558-1255

FIRM NAME: A&S Unlimited Construction
Representative: Butch Sain
Email Address: butch@asconstructionllc.com
Phone No.: 443-623-9572

FIRM NAME: Matonak & Associates

Representative: Daniel Matonak

Email Address: dmatonak@matonakandassociates.com

Phone No.: 301-790-0111

FIRM NAME: Triad Engineering, Inc.

Representative: Ronald Bidle, Jr

Email Address: rbidle@triadeng.com

Phone No.: 301-797-6400

FIRM NAME: Myers Building Systems, Inc.

Representative: Bryan Barnes

Email Address: bbarnes@myersbuildingsystems.com

Phone No.: 301-582-4200

FIRM NAME: Bruchey Builders, Inc.

Representative: Rob Bruchey

Email Address: rob@brucheybuilders.com

Phone No.: 301-473-4400

FIRM NAME: Plano-Coudon Construction

Representative: Shay Felzener-Baker

Email Address: sbaker@pcbuilds.com

Phone No.: 443-524-9518

FIRM NAME: Warner Construction

Representative: Adam Heyler

Email Address: aheyler@warner-construction.com

Phone No.: 240-357-4240

FIRM NAME: United Enterprises Construction

Representative: Edwin Bivens

Email Address: edwin@unitedec.net

Phone No.: 717-597-5088

FIRM NAME: NorthPoint Builders

Representative: Hunter Parrott

Email Address: hparrott@npbinc.com

Phone No.: 410-477-8541

SECTION 07 72 53
SNOW RAILS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Snow guards for metal roofs.
 - 2. Non-penetrating attachment system.

1.2 RELATED SECTIONS

- A. Division 01: Administrative, procedural, and temporary work requirements apply to this section.
- B. Section 13 12 10 – Pre-engineered Buildings

1.3 REFERENCES

- A. Aluminum Association (AA) - Aluminum Standards and Data, 2003 Edition.
- B. ASTM International (ASTM):
 - 1. B85-03 - Standard Specification for Aluminum-Alloy Die Castings.
 - 2. B221-04a - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.

1.4 SUBMITTALS

- A. Action Submittal:
 - 1. Shop Drawings: Include roof plans showing locations of snow guards on roof and attachment details and spacing.
 - 2. Product Data:
 - a. Product description.
 - b. Construction details.
 - c. Material descriptions.
 - d. Individual component dimensions.
 - e. Finishes.
 - f. Installation instructions.
 - 3. Samples:
 - a. Clamp samples.
 - b. 12-inch long cross member samples including all associated hardware.
- B. Informational Submittals:
 - 1. Include calculation of number and location of snow guards based on designed roof snow load, roof slope, roof type, components, spacings and finish
 - 2. Test results: Results of product tensile load testing, issued by a recognized independent testing laboratory, showing ultimate load-to-failure value of attachment.
- C. Closeout Submittals:
 - 1. Certification: Installer's certification that snow guard system was installed in accordance with manufacturer's instructions and approved Shop Drawings.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer to specialize in production of Snow Guard Products of the type specified with a minimum of 20 years documented experience.

- B. Installer Qualifications: Installer to specialize in metal roof installation and installation of Snow Guard Products with a minimum of 5 years documented experience.=
- C. Mockup:
 - 1. Size: Minimum 8 feet long.
 - 2. Show: Snow guard attachment, cross members, and accessories.
 - 3. Locate where directed.
 - 4. Approved mockup may remain as part of the Work.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Deliver components to jobsite properly packaged to provide protection during transport, delivery and handling.
- B. Store products in manufacturer's original labeled and unopened packaging in a clean and dry location, protected from potential damage, until ready for application.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

- A. Attachment system to provide attachment to standing seam metal roofs:
 - 1. With only minor dimpling of panel seams.
 - 2. Without penetrations through roof seams or panels.
 - 3. Without use of sealers or adhesives.
 - 4. Without voiding roof warranty.
- B. Performance Requirements: Provide snow guards to withstand exposure to the weather and environmental elements, and resist design forces without failure due to defective manufacture.
 - 1. Loading: Design snow guard system to resist minimum in-service vector load of 30 pounds per linear foot of eave.
 - 2. Factor of safety: Utilize a factor of safety ≥ 2 to determine allowable loads from ultimate tested clamp tensile load values.
 - 3. Source Limitation: Provide snow guard system as designed and tested by the manufacturer as a complete system. Install components by the same manufacturer.

2.2 MANUFACTURER

- A. Acceptable Manufacturer: S-5! Metal Roof Innovations, Ltd., 8655 Table Butte Road, Colorado Springs, CO. 80908; Tel: 888-825-3432; Fax: 719-495-0045.
- B. Approved Substitutions:
 - 1. Sno-Gem 1-inch Gem-Series System (2-pipe)

2.3 FENCE-TYPE SNOW RETENTION SYSTEMS FOR STANDING SEAM METAL ROOFS

- A. Basis of Design: SnoRail manufactured by S-5! Metal Roof Innovations, Ltd.
 - 1. Clamps:
 - a. Manufactured from 6061-T6 aluminum extrusions conforming to ASTM B221 or aluminum castings conforming to ASTM B85 and to AA Aluminum Standards and Data.
 - 1) Clamp model: No. S-5-A and S-5-AE.
 - 2) Set screws: 300 Series stainless steel, 18-8 alloy, 3/8-inch diameter, with round nose point.
 - 2. Cross Members [and Posts]:

- a. Manufactured from Type 300 Series stainless steel conforming to ASTM A581/A581M or ASTM A 582.
 - b. Provide coupler ensuring alignment and structural continuity at end joints.
3. Ice and Snow Clips:
- a. Aluminum, with rubber foot, minimum 3 inches wide.
 - 1) Model: SnoClip II for standing seam heights 1” to 1.75”
 - 2) Model: SnoClip III for standing seam heights 1.75” to 3”

PART 3- EXECUTION

3.1 EXAMINATION

Prior to beginning installation, verify that:

1. Panel seaming is complete.
2. Panel attachment is sufficient to withstand loads applied by snow guard system.
3. Installation will not impeded roof drainage.

3.2 PREPARATION

- 1) Clean areas to receive attachments; remove loose and foreign matter that could interfere with installation or performance.

3.3 INSTALLATION

A. Install system in accordance with manufacturer's instructions and approved Shop Drawings

B. SnoRail Snow Retention Systems

1. Place clamps at maximum 32 inches on center or as required by in-service loads.
2. Place clamps in straight, aligned rows.
3. Place both set screws on same side of clamp.
4. Tighten set screws to manufacturer's recommended torque. Randomly test set screw torque using calibrated torque wrench.
5. Use S-5-AE clamps in lieu of standard clamp at each end of each assembly, and at a frequency and spacing of one for each 50 feet of assembly.
6. Install SnoPosts vertically in each clamp. Use SnoPost E at all (above) “E” clamp locations.
7. Install cross members through holes in clamps and posts.
8. Install coupler at cross member end joints.
9. Tighten set screws against cross members at all “E” clamp and post locations.
10. Do not cantilever cross members more than 4 inches beyond last clamp at ends.
11. Install one SnoClip per panel between panel seams.

END OF SECTION