

**Office of Finance  
Division of Procurement  
MONTGOMERY COUNTY PUBLIC SCHOOLS  
45 West Gude Drive, Suite 3100  
Rockville, Maryland**

**INVITATION FOR BID # 9161.6  
FIELD RENOVATION AT VARIOUS LOCATIONS  
GENERAL CONDITIONS AND SPECIFICATIONS**

**I. GENERAL CONDITIONS**

**A. SCOPE**

The work includes providing all labor, materials, equipment and a full one year maintenance service agreement for the renovation of athletic/activity fields and other specific agronomic services as required throughout Montgomery County Public Schools (MCPS). All work shall be performed in compliance with MCPS specifications herein. The successful Contractor will be required to visit various locations throughout Montgomery County as requested to take measurements and develop proposals-

**B. INTENT**

1. It is the intention of this bid to pre-qualify various contractors who will provide proposals based on specifications herein and scope provided for projects at various MCPS locations as requested by MCPS. Proposals shall include all project related cost to fully cover all required materials, equipment, permit, permit requirements, labor, removal furnishing, and installations specified herein. The awarded unit prices will be used for contract award and for change orders for unforeseen changes, including additional task, etc. during projects. The successful Contractor(s) shall be required to visit various locations throughout Montgomery County as requested by MCPS, take measurements and develop proposals based on scope of work provided.
2. **Bid proposal prices offered shall be all-inclusive including, but not limited to labor, equipment and miscellaneous materials to satisfy all specification requirements. All costs shall be included in the bid prices submitted.** All work shall be performed in accordance with the latest applicable laws, codes, and regulations of the various regulatory bodies of the State of Maryland, Federal/Local Governments, and all other boards or departments having jurisdiction. These regulations and standards will be further considered a part of these specifications and conditions. The bidder shall furnish and install any additional items required by the same, whether or not particularly shown or specified. Any items or requirements noted herein in excess of code requirements and permitted under the code shall take preference.

**C. AWARD**

1. This solicitation does not commit MCPS to award any contract or to pay any costs incurred in the preparation of a response. It is the intention to award this contract to the bidders submitting the most favorable offer with consideration being given to any previous performance for the Board of Education as to quality of service and acceptable merchandise, and with regard to the bidder's ability to perform should it be awarded the contract. However, the Board of Education reserves the right to make awards according to the best interest of MCPS. **Awards are contingent upon availability of funds.**

In addition, the Board reserves the right to remove or add additional items to the specifications as our requirements change, as well as add contractors throughout the contract term should a need arise that cannot be provided by any of the awarded contractor(s)

2. Wherever the term "provide" is used, it shall mean "furnish and install in place, complete in all detail".

**D. SITE INSPECTION**

The successful contractor(s) shall inspect the work sites, take measurements and develop proposals. If requested by the MCPS Project Coordinator, a drawing of the project shall be submitted with the proposal identifying where the work will be performed. The bidder must report to the main office to contact the Building Service Manager prior to inspection. When a proposal has been submitted and received, it shall be understood that the work site has been inspected and that the bidder is aware of the needs and conditions under which the work is to be accomplished. After inspection, the bidder shall report to the MCPS Project Coordinator any conditions that might prevent them from performing their work in the manner intended. **Failure to do so will not relieve the successful bidder of the obligation to furnish all materials and labor necessary to fully carry out the provisions of the contract document.**

After inspection, the bidder shall report to the MCPS Project Coordinator any conditions that might prevent them from performing their work in the manner intended. Failure to do so will not relieve the successful Contractor of the obligation to furnish all materials and labor necessary to fully carry out the provisions of the contract document.

**E. SCHEDULE**

1. **Completion dates shall be identified on each Contractor's proposal.** A purchase order issued and signed by the director of the Division of Procurement will be the Contractor's authorization to proceed with an approved proposal. All work is to be totally completed on or before the stated completion date identified and accepted on each proposal. This includes, but is not limited to, final inspections by MCPS staff, all cleaning tasks, punch-out work, etc. Project proposals shall be submitted within five workdays after site inspection to the MCPS Project Coordinator. **All proposals must identify start and completion dates.** Late charges will be deducted for failure to meet any target dates without an MCPS approved extension. (See "Late Charges for Failure to Complete on Time" under Contract Administration.)

## 2. Normal Work Periods

Work may be performed on regular school days **Monday through Friday, 6:00 A.M. through 6:00 P.M.** (MCPS Building Services personnel are normally on site during these hours).

3. The Contractor shall maintain an adequate labor force on the work site from the start of the project until the completion in order to satisfy the schedule. MCPS expects the work to proceed uninterrupted with regard to labor and material availability. The Contractor shall inventory materials as they are received from the manufacturer and not wait until work is under way to determine if inventory is sufficient.

**F. CONTRACT TERM**

The term of the contract shall be for one year as stipulated on the Invitation For Bid. However, the contract may not begin until one day after approval by the Board of Education and will conclude as stated under the contract term. MCPS reserves the right to extend this contract at existing prices, terms and conditions for up to four additional one-year term. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful bidder 90 days prior to the expiration of the original contract. The bidder shall have ten days from the date of notification to return the notice acknowledging its intent to accept or reject the extension. Once all responses are evaluated, MCPS staff may make a recommendation to the Board of Education to extend the contract or decide to rebid. If the contract is extended by the Board of Education a contract amendment will be issued.

**G. QUANTITIES**

MCPS shall not be obligated to purchase any specific quantity. Annual estimated quantities identified on the Quotation Form are based upon anticipated projects, prior usage and are subject to change and are dependent upon the requirements of MCPS and on budgetary limitations. Orders will be placed from time to time throughout the contract term.

**H. PROVISION FOR PRICE ADJUSTMENT**

1. Price increases will not be considered for the first year of the contract. Thereafter, the successful bidder must submit a written request for price relief. Adjustments will be based upon the Consumer Price Index (CPI), specifically, the All Consumers Index, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the Washington, D.C. Metropolitan Area and shall not exceed 75% of the percentage change of January 1 CPI's founded to the nearest tenth of a percentage. MCPS reserves the right to accept or reject the request as may be determined to be in the best interest of MCPS. If a price increase is accepted a Contract Amendment will be issued. Any orders received prior to a request for a price increase shall be honored at the original contract price.
2. Unit prices quoted herein are subject to price adjustment downward in accordance with decreases in prices announced by the manufacturer of the subject item any time after the bid opening date. Recommendation for awards, however, shall be made based on the original bid submission only.

**I. MCPS EMERGENCY/CRISIS PROCEDURES, SHELTER/LOCKDOWN**

## Emergency/ Crisis Procedure Information

1. In the event of an emergency/crisis incident while working in an MCPS facility, the Contractor and/or their representative(s) shall be required to adhere to the established MCPS procedures and school administrative guidelines during such an occurrence.
2. Supplied herein under **APPENDIX D**, for the bidder's information are the MCPS Emergency/Crisis Procedures, Shelter/Lockdown. It is the Contractor's responsibility to familiarize themselves and their representative(s) regarding the Shelter/Lockdown Procedures. These procedures are subject to change due to meet MCPS requirements.
3. The Contractor shall have at the work site, a reasonable amount of materials that will allow them to quickly secure the work area and/or secure building openings as required for the type of work being performed.

**J. WARRANTY/SERVICES/REPAIRS**

1. The specifications require that all workmanship and materials shall be guaranteed for two years. The warranty shall begin once the MCPS Project Coordinator has approved the Contractors' final invoice for payment. Final payment will be made once the installation is complete and accepted by MCPS for each proposal.
2. Warranty shall provide for the replacement of defective materials plus installation and labor. Any warranty claim made by MCPS prior to the expiration of said warranty shall be satisfied although the warranty has subsequently expired. Failure of a bidder/contractor to provide satisfactory warranty service to MCPS will be grounds for exclusion from future bidding.
3. Any manufacturer of material(s) used on the project offering as standard a longer warranty/guarantee than MCPS standard warranty/guarantee as specified herein, shall take precedence.
4. Upon completion of the projects, the MCPS Office of Facilities Management staff member will file any warranty claims to the Contractor.

**K. BRAND NAMES**

1. Commodity descriptions that state "Only a specified brand will be considered" are brands that have been evaluated and tested for inclusion on this bid and are the only brands acceptable at this time. **No substitutions will be accepted.** Other brands will be evaluated and tested for future projects by MCPS if materials are submitted at no cost to MCPS. Forward samples/information to Montgomery County Public Schools, Division of Design and Construction, 45 West Gude Drive, Suite 4300, Rockville, Maryland 20850. **Testing normally requires a minimum of 60 calendar days to complete; therefore, your samples/materials for testing may be approved for future bids if the evaluation is satisfactory. This process of evaluation is intended for larger types of equipment**

**and/or components i.e. bleachers, elevator, lockers, flooring, roofing systems, and PA Systems.**

2. The 60 workday, evaluation process is not intended for small system components where the term “or MCPS equal” is used herein. These items of a lesser dollar value such as electrical/plumbing components, switches, adhesions sealers etc., can quickly be evaluated by MCPS evaluation of the offered equal to item, if it is determined that it is not equal to the pro-type, the successful bidder shall be required to provide the MCPS identified proto-type product.
3. The brand name, code or model number on each item being offered, even if bidding the specified brand shall be provided. If a brand and code or model number is not shown your bid may not be considered.

#### L. **DESCRIPTIVE LITERATURE**

The apparent low bidder may be required to furnish, **within two working days** of bid opening, sufficient detailed information regarding makes, models, design, etc., of the item(s) offered. The apparent low bidder is required to furnish the literature properly bound and labeled, showing full instructions and detailed specifications. The literature and specifications are to be arranged and labeled in numerical sequence according Bidder shall show the manufacturer's code and catalog numbers of the item(s) offered. The cover of the brochure shall contain:

1. Bidder's name, address, and phone number.
2. Bid number.

#### M. **DEVIATIONS**

All bids, meeting the intent of the invitation, will be considered for award. Bidders who are deviating from the terms, conditions, and/or specifications shall list such and explain fully on a sheet to be submitted with their bid. If these deviations are of a technical nature, the Contractor shall supply the manufacturer's engineered description of the deviation. The absence of such a sheet shall indicate that the bidder has taken no exception and shall be held responsible for performing in accordance with the terms, conditions, and specifications as stated herein.

#### N. **MATERIAL SAMPLES**

The successful bidder shall supply, within five business days, all samples as requested by MCPS of products offered for verification and/or evaluation. These samples must be of sufficient size and amount as requested and must be property identified with labels with manufacture instructions. Samples must be identical to those that will be used on MCPS Projects. The MCPS Project coordinator shall be notified of any design changes prior to delivery and the Contractor shall supply sufficient information to allow evaluation.

**O. SUBMISSION OF BIDS (Sealed Bids Only)****1. Bid Documents (MUST BE SUBMITTED WITH BID)**

**One original and one copy of the bid are requested.** The cover page of each copy must be clearly marked original or copy. Bidders may wish to reproduce and retain an additional copy for your files.

**2. Quotation Form, all pages including spreadsheet (MUST BE SUBMITTED WITH BID)**

a. Quotations are to be entered on the Quotation Form supplied under **APPENDIX G. Faxed quotations are not acceptable. SEALED BID ONLY.**

b. **Bidder must submit a separate price for each item listed on the Quotation Form. Submission of one price for all the items without indicating a price per item shall be considered non-responsive and will invalidate the bid.** If there is any discrepancy between the unit cost and total cost, the unit cost shall prevail.

c. This solicitation shall be valid for acceptance during a period of no less than 90 days from the bid opening date. Once the contract is approved by the Board of Education, terms and conditions of the solicitation shall prevail throughout the contract period.

**3. Addenda/Errata (MUST BE SUBMITTED WITH BID)**

Changes and addenda to a solicitation may occur prior to the bid opening date and time. It is the bidder's responsibility to check the MCPS website under event calendar (<http://www.montgomeryschoolsmd.org/departments/procurement/>) or contact the Division of Procurement by email at [Procurement@mcpsmd.org](mailto:Procurement@mcpsmd.org) and [Stephanie\\_J\\_Dorah@mcpsmd.org](mailto:Stephanie_J_Dorah@mcpsmd.org) to confirm that they have all addenda/errata. Failure to acknowledge addenda/errata on the form may result in a bid being deemed non-responsive and consequently rejected.

**4. Minority Business Enterprise in Public Schools (MUST BE SUBMITTED WITH BID)**

The goal has been set at 0% MBE participation. Pages D1 through D10 of Attachment D, of the MBE Procedure (**APPENDIX A**), reflecting minimum 0% MBE participation shall be submitted with your bid. (*See Section II Contract Administration* for additional MBE information). **Failure to supply as specified may disqualify your bid response.**

**5. State of Maryland REQUIRED License (MUST BE SUBMITTED WITH BID)**

General Requirements: The Contractor shall possess a current "State of Maryland" Construction Business License. This is considered "TAX LIABILITY" Licenses and do not authorize a contractor to perform any trade specific work in the State of Maryland without the appropriate trade licenses as required. **NOTE: All out of state bidders must provide an out of state Maryland Construction Business**

Construction Business License: This type of business license is issued through the County or Baltimore City, or the Clerks of the Circuit Court in which your business is located within the State of Maryland. Contact the State License Bureau <http://www.marylandtaxes.com/> or at 410-260-6240 for additional information as required.

6. Statement of Experience

The Contractor(s) shall be highly experienced contractor with experience regarding the material specified herein and/or offered by the bidder. The Contractor must have been in business for a minimum of five years and have a minimum of five years experience performing this type of work. **COPY OF ACCREDITATION AND WRITTEN STATEMENT REGARDING YEARS IN BUSINESS AND EXPERIENCE SHALL BE SUBMITTED WITH THE BID.** *Failure to supply as specified may disqualify your bid response.*

**Contractors' Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities**

Beginning July 1, 2015, all MCPS Contracts must include the following provisions:

a. **Prohibition against assigning registered sex offenders and individuals convicted of sexual offenses, child sexual abuse, and other crimes of violence to MCPS contracts:**

Maryland Law requires that any person who enters into a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender. **Bidder shall acknowledge that Section 11-722 of the Criminal Proceedings Article, Annotated Code of Maryland, as amended by the Maryland legislature in June 2006, prohibits a person having a contract with a public school from hiring a registered sex offender to perform work at a school.** An employer who violates this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000.00 fine. Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving:

1. A sexual offense in the third or fourth degree under § 3-307 or § 3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under § 3-307 or § 3-308 of the Criminal Law Article if committed in Maryland;
2. Child sexual abuse under § 3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under § 3-602 of the Criminal Law Article if committed in Maryland; or

3. A crime of violence as defined in § 14–101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of § 14–101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under § 3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.

Each contractor is required to submit, following award of a contract, documentation confirming that its direct employees and those of any subcontractors and/or independent contractors assigned to perform work in a MCPS school facility under the contract meet this obligation.

Additionally, the contractor must confirm that it continues to meet this obligation on an annual basis and/or when there are changes in the work-force that the contractor and/or its subcontractors use to perform the work required by the contract.

Violation of this provision is a material breach of contract for which MCPS may take appropriate action up to and including termination of the contract.

**b. Required criminal background check process for certain individuals in the contractor's workforce:**

Under recent amendments to § 5-561 of the Family Law Article of the Maryland Code, each contractor and subcontractor shall require that any individuals in its work-force must undergo a criminal background check, including fingerprinting, if the individuals will work in a MCPS school facility in circumstances where they have direct, unsupervised, and uncontrolled access to children. The term "work-force" in this and the preceding section refers to all of the contractor's direct employees, subcontractors and their employees, and/or independent contractors and their employees that the contractor uses to perform the work required by the contract.

Fingerprinting for the criminal background check may be performed by the MCPS Office of Human Resources and Development, 45 W. Gude Drive, Rockville, MD 20850, or through another service approved by MCPS. Individuals fingerprinted by MCPS will be required to provide written consent, and MCPS will maintain copies of all records for criminal background checks performed by MCPS. If the contractor uses another service approved by MCPS, the results of the criminal background check must be provided to MCPS for



record keeping. A list of MCPS approved fingerprinting agencies can be found on the Procurement Unit website at <http://www.montgomeryschoolsmd.org/departments/procurement>.

The contractor must take appropriate steps to promptly follow up on information identified in the criminal background check related to the sexual offenses, child sexual abuse offenses, and crimes of violence enumerated above, as well as any information regarding offenses involving distribution of drugs or other controlled substances, or any other criminal information identified by MCPS as warranting further explanation insofar as it may significantly affect the safety and security of MCPS students. If, after following up, the contractor believes that the individual is qualified and should be assigned to work (or continue to work) in a MCPS school facility, then the contractor will provide a written summary to MCPS justifying its recommendation. MCPS will rely on the contractor's summary to determine whether to accept the contractor's recommendation, and the contractor will be responsible for any consequences of a material misrepresentation in its written summary.

Once the contract is awarded, the contractor is responsible for implementing the background check process. An individual in the contractor's work-force may not begin work in a MCPS school facility on an assignment where the individual will have direct, unsupervised, and uncontrolled access to children, until: (a) the background check results for that individual have been received by MCPS; (b) the contractor certifies to MCPS that the individual has received training and/or reviewed informational materials, as appropriate, regarding recognizing, reporting, and preventing child abuse and neglect, consistent with the content provided in training for MCPS employees; and (c) the individual obtains a MCPS identification badge. The badge will be issued by the MCPS Department of Safety and Security, 850 Hungerford Drive, Room 131, Rockville, MD 20850. Appointments are made by calling 301-279-3066. The contractor will be required to return all badges at the conclusion of the contract.

The criminal background check and badging process will be at the contractor's expense.

Violation of this provision is a material breach of contract for which MCPS may take appropriate action up to and including termination of the contract.

**P. BID SECURITY (To be submitted with bid)**

**1. SURETY STATEMENT**

The Surety Agent for the Offeror shall provide on his letterhead a letter addressed to Montgomery County Public Schools signed by an authorized representative of the bonding company, stating:

(Name of Applicant) has been a client of (name of surety company) for over \_\_\_\_ years.

During that time, we have supported this firm in their pursuit of projects in the \$ \_\_\_\_\_ Range and total programs in excess of \$ \_\_\_\_\_.

We are prepared to provide, Performance, and Payment Bonds for future MCPS projects provided (name of applicant) makes an application to us at the time of the Bid, and we are satisfied with the prevailing underwriting conditions, including but not limited to, acceptable contract terms, job specifications and acceptable bond forms.

**Q. REFERENCES**

Bidders shall provide three references with their bid submission. The references shall have the company name, contact person, address and phone number of three current customers for which a contract for similar size and type of project has been provided. If the reference information is not accurate and MCPS cannot contact the person(s) named then your bid will not be considered.

MCPS may request additional references. **Note: ALL BIDDERS must provide references including bidders currently engaged in business with MCPS.**

<b>Company Name &amp; Address</b>	<b><u>Phone Number</u></b>	<b><u>Contact Person</u></b>	<b><u>Contract Number</u></b>
1. _____			
<b>Email</b> _____			
2. _____			
<b>Email:</b> _____			
3. _____			
<b>Email:</b> _____			

**R. eMARYLAND MARKETPLACE ADVANTAGE**

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace Advantage. Registration with eMaryland Marketplace is free. It is recommended that any interested supplier register at <http://emma.maryland.gov/> regardless of the award outcome for this project as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.

**S. AWARD CRITERIA**

1. Conformance to specifications and completeness of bid submission
2. Ability to perform
3. Price
4. Past performance
5. MBE compliance

**T. SPECIAL CONDITIONS**

1. Audit Provisions – MCPS shall have the right to examine the successful vendor records pertaining to work performed under the contract to determine and verify their compliance with all contractual conditions. MCPS shall be granted access to such records at all reasonable times during the contract period and for three years thereafter.
2. Contingent Fee – The successful bidder(s) hereby represents that they have not retained anyone to solicit or secure this contract from MCPS upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for bona fide employees or bona fide established commercial selling agencies maintained by the person so representing for the purpose of securing business, or any attorney rendering professional legal services consistent with applicable canons of ethics.
3. Assignments – Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the successful bidder except as expressly authorized in writing by MCPS and no contract shall be made by the successful bidder with any other party for furnishing any of the work or services herein contracted for without the written approval of MCPS.
4. Disputes – Any dispute concerning a question of fact arising under this contract shall be disposed of by written agreement between the Contractor and the MCPS Contracts Office Supervisor. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the contract performance.

**U. INQUIRIES**

Inquiries regarding this solicitation must be submitted **in writing**, to Stephanie Dorah, Buyer II, Montgomery County Public Schools, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850, fax number 301-279-3173, or email to [Stephanie J Dorah@mcpsmd.org](mailto:Stephanie_J_Dorah@mcpsmd.org) and [Procurement@mcpsmd.org](mailto:Procurement@mcpsmd.org) . Questions must be received no later than four business days prior to bid opening in order for the bidder to receive a reply prior to submitting its bid. The Board of Education will not be responsible for any oral or telephone explanations or interpretations. **Bidder contact with any other MCPS employee regarding this solicitation until the contract is awarded by the Board of Education will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its bid.** The web site address is <http://www.montgomeryschoolsmd.org/departments/procurement/vendors.aspx> for the MCPS Division of Procurement.

Subsequent to the award if the Contractor finds any discrepancy or omission and has questions of MCPS's intent, prior to performing work, they shall notify the MCPS Project Coordinator **in writing** via fax to resolve and receive clarification with copies to Stephanie Dorah, Buyer II and the MCPS Capital Improvement Contracting Supervisor.

**II. CONTRACT ADMINISTRATION****A. PRE-CONSTRUCTION MEETING**

1. MCPS reserves the right to convene a meeting with the apparent low bidder prior to awarding a contract. The purpose of this meeting is to afford all parties an opportunity to discuss any aspects of the project and the contract execution, which may be of concern for the successful and timely completion of the project.
2. Documents required elsewhere in this specification, such as service and warranty agreements, shall be provided at this meeting to the MCPS Division of Design and Construction.
3. Issues raised during this meeting, which cannot be resolved to MCPS satisfaction, will be cause to reject the apparent low bid and to consider the next lowest bidder as the successful bidder.

**B. CONTRACT SECURITY**

1. Security may be in the form of Certified Cashier's or Bank Treasurer's Check **OR** Bonds (AIA Documents A-311, A-312, or similar). The bonding firm must be licensed to do business in the State of Maryland.
2. The successful bidder(s) shall deliver to MCPS Performance and Payment Bonds within **five Working days after receiving notification of award for individual projects with a contract value of \$100,000.00 or more. This cost shall be included in the proposal.**
3. The cost of the bond(s) shall be included in all proposal(s) exceeding \$100,000.00 **Note: Failure to supply the contract securities as specified will be considered a contract violation and shall be grounds of contract cancellation.**

**C. POST BID SUBMISSIONS**

1. In addition to license required with the bid response, the apparent low bidder may be required to supply within **48 hours** after MCPS requests, applicable business and Contractor's licenses, master licenses for trades appropriate for work to be performed, and/or company financial statements, etc., as required to allow MCPS time for Contractor evaluation. **Failure to supply a copy as specified may disqualify your bid.**
2. Sub-Contractors
  - a. The successful bidder shall supply a complete list of all sub-contractors for evaluation by MCPS prior to performing work. This list must be submitted within two workdays after MCPS makes the request. **Failure to do so will be grounds for termination of your bid.** The contractor shall be responsible for assuring that all proposed sub-contractors are in good standing with MCPS.
  - b. MCPS shall notify the Contractor **in writing** if, after due investigation, there is

reasonable objection to any of the proposed Sub-Contractors. Failure of MCPS to make objection to any proposed Sub-Contractor shall constitute notice of no objection. Each Sub-Contractor may be required to furnish to MCPS, in duplicate, proof of their financial stability and experience to perform the particular work for which they will be engaged. All contractual agreements between the Contractor and their Sub-Contractors shall be written, unamended, on the Standard Form of Agreement between Contractor and Sub-Contractor, AIA Document A401 (most recent Edition). Upon request the Contractor shall supply copies of this contract to MCPS **within five workdays.**

- c. MCPS acceptance of Sub-Contractors in no way relieves the Contractor from being responsible for the total and complete performance of the work for the project: i.e., failure of the Sub-Contractors to satisfactorily perform the work in a timely fashion is the Contractor's responsibility and not that of MCPS.
3. Minority Business Enterprise (MBE) in Public Schools
    - a. Certified Minority Business Enterprises are highly encouraged to respond to this solicitation.
    - b. Since state funds may be involved in future project(s) performed under this bid **“it is important that bidders review the new state revised MBE Procedures carefully to ensure compliance”**. **There is a 0% MBE goal set** for this bid. On future state funded project(s) that may be performed under this bid, that exceed \$50,000, a new MBE goal may be established based on the scope and size of the work. The bidder(s) may be required to solicit MBE participation, which will include providing revised Certified MBE Utilization and Fair Solicitation Affidavit (Attachment A) and the MBE Participation Schedule (Attachment B) along with other required MBE forms that may be applicable. Bidders are always strongly encouraged to make a good faith effort to solicit Certified Minority Business participation to provide materials, supplies, equipment, and/or service whenever possible at any time prior to bidding and throughout the course of the project.
    - c. Refer to the document, MINORITY BUSINESS ENTERPRISE PROCEDURES, February 8, 2021, included with this bid solicitation package under **APPENDIX A.**
    - d. MBE Pages D1 through D10 of Attachment D, the MBE Procedure located herein under **APPENDIX A.**, **must be completed and submitted with the bid proposal** identifying the bidder's specific commitment of certified minority business **even when the MBE goal is 0%.** ***Failure to supply as specified will disqualify your bid proposal.***
    - e. MCPS expect all bidders to make the good faith effort to meet or exceed the established MBE goal for this invitation to Bid. MCPS will NOT grant MBE waivers without sufficient support documentation that clearly substantiates that the bidder has made a sincere good faith effort to meet the MBE requirement. There will be an extensive effort required on the part of the bidder to ensure compliance with the MBE procedures to rationalize a review of an MCPS waiver request.

- f. Contact the Division of Construction, at 240-740-7700; regarding any other MBE procedure questions. Current listing of the MBE certified Contractors can be obtained at [http://mbe.mdot.state.md.us/directory/search\\_select.aspx](http://mbe.mdot.state.md.us/directory/search_select.aspx).

#### 4. **Submit Evidence of Insurance**

a. **Insurance**

See Article XXI of the General Stipulations and Instructions to Bidders. The successful bidder shall submit an actual certificate of insurance made in favor of MCPS within five workdays after an Award Notification letter has been issued to the successful bidder.

b. **Additional Insurance**

The Montgomery County Board of Education shall be named as an additional insured on all liability policies.

c. **Policy Cancellation/Certificate Holder**

- 1) Sixty days written notice of cancellation or material change in any of the policies is required.
- 2) The Division of Procurement, Montgomery County of Board of Education shall be the insurance certificate holder.

#### 5. **Invoicing**

- a. Bidder shall submit invoices to the MCPS Project Coordinator in Division of Design and Construction. Preferred method is electronically via email or regular mail to Montgomery County Public Schools, **45 West Gude Drive, Suite 4300, Rockville, Maryland 20850** for payment approval. **All invoices shall be similar to AIA Documents G702 & G703 and identify pertinent information such as purchase order number and Facility/building name where work was performed. Invoices should also contain total project amount, any changes orders, previous invoice amounts, current balance due, and remaining balance after payment.** The MCPS Project Coordinator shall approve and submit invoices for payments, in a timely fashion and shall specify final or partial payments.
- b. A complete State of Maryland, CERTIFIED MINORITY BUSINESS ENTERPRISE PARTICIPATION STANDARD MONTHLY CONTRACTOR'S REQUISITION FOR PAYMENT IAC/PSCP Form 306.4 must accompany all invoices, involving state funding. (See **APPENDIX B, Attachment G herein.**) **No invoices will be processed for payment without this form being submitted. INVOICES THAT DO NOT HAVE PAYMENTS TO MBE SUB-CONTRACTORS IDENTIFY BY PLACING A ZERO ON THIS FORM.**

- c. MCPS is not obligated to make any partial payments. However, partial payments may be considered based upon the Contractor's justification of expenditures and satisfactory work performed up to 75% of the total project cost. The remaining balance will be paid upon MCPS acceptance of the project as being 100% completed and in compliance with specifications. MCPS will refrain from making any partial payments if, in MCPS opinion, the project falls behind schedule. MCPS may resume making partial payments once all delays have been overcome and the project is back on schedule. Final payment shall be made after the project is complete in all detail and as specified herein and accepted by the MCPS Project Coordinator.
- d. Partial payment invoices shall be accompanied by a detailed schedule of values allocated to various portions of the work (similar to AIA Documents G702 & G703). This schedule, unless objected to by the MCPS Project Coordinator, shall be used as a basis for reviewing the Contractor's application for partial payment.

#### 6. **Permits & Inspection**

The Contractor shall obtain all required permits, including electrical and plumbing permits, pay all fees, and certify that other required permits have been obtained prior to commencing work. This includes, but is not limited to, the Contractor securing permits on behalf of MCPS and scheduling of inspections as required by Federal, State and County authorities. Upon completion of all work, obtain all certificates of inspections required and deliver them to the MCPS Project Coordinator. All required permit certificates and related documentation shall be submitted to the MCPS Project Coordinator for approval prior to final payment.

#### D. **STATE FUNDED PROJECT COMPLIANCE REQUIREMENTS**

1. The Contractor shall complete and submit to MCPS, "**CONTRACTOR'S CERTIFICATION OF RECEIPT OF PAYMENT**", included with this bid solicitation package under **APPENDIX B**. This form shall be completed after the Contractor has received payments from MCPS exceeding the amount of the State funding. At the time of the contract award, the Contractor shall be informed of the actual dollar amount being funded by the State for the project. Once the Contractor has received payment from MCPS exceeding this amount, the Contractor shall have **ten days** in which to submit **CONTRACTOR'S CERTIFICATION OF RECEIPT OF PAYMENT** to MCPS. No further payments will be made to the Contractor until this form has been submitted.
2. **THE CONSTRUCTION SIGN SHOULD BE ERECTED FOR ALL STATE OF MARYLAND SCHOOL CONSTRUCTION PROGRAM PROJECTS THAT EXCEED \$100,000.00.** The Contractor shall supply and install a sign at the work location as specified on the drawing under **APPENDIX C** on the project site. The Contractor has the option of making a specified sign or obtaining the sign from Maryland Correctional Enterprises (MCE) Sign Plant #11 C/O Patuxent Institution, Attention: Christian Mayne, Plant Manager, 7555 Waterloo Road, Jessup, MD 20794, phone number 410-799-5102 or email [christiane.mayne@maryland.gov](mailto:christiane.mayne@maryland.gov) [www.mce.md.gov](http://www.mce.md.gov)

<https://iac.mdschoolconstruction.org/wp-content/uploads/2022/08/Construction->

[Signage.pdf](#)

The current price from Maryland Correctional Enterprises for this sign is \$583.00 with a lead-time of approximately one week. The Contractor shall coordinate the location of the sign with the MCPS Project Coordinator. The Contractor shall remove the sign and restore the site to original condition upon the completion of the contract. It will be MCPS option to either retain the sign for future use or have the Contractor dispose of the sign.

**E. STATE MBE - LIQUIDATED DAMAGES PROVISION**

- a. This contract requires the Contractor to make good faith efforts to comply with the State Minority Business Enterprise (“MBE”) Program and contract provisions. The MCPS and the Contractor acknowledge and agree that the MCPS will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and MBE contract provisions. The parties further acknowledge and agree that the damages the MCPS might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.
- b. Upon a determination by the MCPS that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or contract provisions, the Contractor agrees to pay liquidated damages to the MCPS at the rates set forth below. The Contractor expressly agrees that the MCPS may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the MCPS is anticipated to incur as a result of such violation.
  1. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$100 per day until the monthly report is submitted as required.
  2. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$500.00 per week per MBE subcontractor.
  3. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the contract.
  4. Failure to meet the Contractor’s total MBE participation goal and sub-goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.



**F. SALES TAX**

Section 326 (a) of Chapter 452 of the Laws of Maryland, 1968, provides, among other things, for the taxation of "any sale ... of tangible personal property to Contractors or Builders to be used for the construction, repair, or alteration of real property ..." Sales tax, as applicable, shall be included in any bid made to the Board of Education of Montgomery County, Maryland.

**G. PERFORMANCE**

1. The Contractor shall have on the job site at least one person fluent in English at all times and at least one person who has an MCPS badge at all times.
2. **The Contractor must provide to the MCPS Project Coordinator cellular telephone numbers and email addresses of project managers to allow for day-to-day direct communications.**
3. Work is to be completed in a timely workmanlike manner; fumes, odors, materials, and work procedures will be controlled to protect occupants and property from harm and damage.  
Contractor shall protect all existing floors, including floor where material is stored or being transported with **Ram Board 60 mill thick** or MCPS approved equal.
4. The Contractor shall furnish the services of an experienced supervisor, who shall be in charge of the work and provide direction to the crew at all times.
5. All work shall be performed by or under the direct supervision of an experienced Turfgrass Agronomist.
6. The Contractors and employees:
  - a. Contractors are required to have **all employees complete the fingerprinting and background check, so they can receive an MCPS Contractor badge.** MCPS Contractor's badges shall be worn while on premises. **Contractor's employees/workers without an MCPS contractor badge may be denied entry; however, if entry is granted,** contractors will be required to check in daily at the facility's main office to obtain a visitor badge. These badges must be returned to MCPS daily. All contractor's employees must wear a badge while on site.
  - b. Use of any form of tobacco products, liquor, and/or illegal drugs is not permitted in MCPS buildings and on grounds.
  - c. Are not to routinely use facility equipment and buildings, i.e., telephone, lounges, parking lots, etc. The MCPS Project Coordinator will designate such facilities authorized for Contractor use.
7. All work shall be scheduled to the mutual satisfaction of the School Administration and the MCPS Project Coordinator to avoid conflicts with school activities.

8. Work area must be left clean and ready for use after work is completed. The Contractor must remove all debris generated from the premises daily, adhering to **Montgomery County Executive Regulation No. 1-15 AM Residential and Commercial Recycling, COMCOR 48.00.03 Solid Waste and Recycling**. The Contractor shall track all recyclable materials such as metal, cardboard, commingle, yard waste, concrete, asphalt, and others. The contractor shall provide a monthly report to the MCPS recyclable manager, Mr. John Meyer via email [John\\_MeyerIII@mcpsmd.org](mailto:John_MeyerIII@mcpsmd.org) that includes the weight, dates and the facility to which each of the materials was taken to be recycled.
9. Installation must be performed in strict compliance with the latest local, state and federal regulations having authority. The Maryland Occupational Safety and Health Administration Hazard Communication Standards and the Occupational Safety and Health Administration Hazard Communication Standards must be followed.
10. Upon completion of all work, any and all damage to the school building and grounds as a result of the work; must be restored to a condition as good as existed prior to damaging. Damaged lawns shall be repaired; fill ruts and holes with top soil apply one step Hydro-seed containing cellulose or wood fiber fertilizer and grass seed, damaged shrubs and trees shall be replaced.
11. **Failure to perform in accordance with MCPS specifications, drawings and industry standards may result in the Contractor being removed from the approved vendor list to receive future Invitation for Bid for a period of two years.**

#### H. CHANGES IN THE WORK

1. Should alterations or changes at any time during the progress of the work or to add to or delete work, MCPS shall have the undisputed right to make such changes, additions, omissions, or alterations by written order. **An MCPS CHANGE ORDER FORM under APPENDIX E must be completed and signed by both MCPS and the Contractor's authorized representative as identified on the form. All Change Order Forms, Proposals and other supporting documentation relating to additional work must be supplied to the MCPS Project Coordinator within one week from the time the Change Order need is identified. No cost increases to contract will be paid without a completed Change Order Form signed by both parties. Approved Change Orders do not automatically revise completion dates. It is the Contractor's responsibility to provide a written request for extension, with an explanation of justification as they deem necessary. Using approved Change Orders as rationale for not completing on time will not be accepted without an MCPS approved extension. If additional work is performed without MCPS written authorization, the Contractor will be subject to reversing said work, or work and materials shall remain in place at no cost to MCPS. This shall be solely at MCPS' discretion.**
2. The allowable, all inclusive, mark-up for combined supervision, overhead, bonds, fringe benefits, union fees, small equipment, tools, and profit for work performed by the prime Contractor shall be based on the monetary value of the work not to exceed the following rates:

<u>Value of Work</u>	<u>Combined Overhead &amp; Profit</u>
\$0 - \$1,000	20%
\$1,001 - \$4,999	18%
\$5,000 - \$9,999	16%
\$10,000 - \$24,999	14%
Over \$24,999	Negotiated but not more than 10%

This schedule applies to work done by the prime Contractor or by a Sub-Contractor(s). The prime Contractor shall be allowed not more than 8% of the Sub-Contractor's all inclusive cost for combined supervision, overhead bonds, fringe benefits, union fees, small equipment, tools, profit for labor and materials.

3. The Contractor shall furnish supporting documentation with all Change Order Request(s) for all credits and/or extras. At a minimum, change order request shall include a description of the work, detailed material lists, costs of materials (actual Contractor costs, not list prices), man-hours and rates. The Contractor shall not use any sub-contractors that are not willing to provide itemized proposal as required by MCPS. The same material cost, man-hours, rates, supervision, overhead and profit shall be applied equally to all credits.
4. Change Orders – If there is a need for change orders, the MCPS authorized representative shall submit all documentation to the Director of the Division of Procurement or his/her designee for review and approval. Once approved a purchase order or a revision to the existing purchase order will be issued.

**I. LATE CHARGES FOR FAILURE TO COMPLETE ON TIME**

1. MCPS shall retain \$250.00 per each calendar day of delay beyond the completion date stipulated on each accepted proposal, for the first five days. MCPS shall retain \$500.00 for each calendar day thereafter. The late charges shall be assessed by MCPS as a result of the late completion. This shall apply if the Contractor fails to meet any specified target date as identified herein unless a written approval for extension has been granted by MCPS.
2. Failure to complete the work within the time specified will entitle MCPS to late charges. These charges will be deducted and retained out of any monies due to the Contractor under this contract for the sum stated in the above paragraph for each calendar day required to complete the work beyond the agreed upon and documented completion date. This includes Saturdays, Sundays, and legal Holidays.
3. If necessary to reach a proper stopping place in any portion of work or to complete work within contract time limit, Contractor shall work overtime both their forces and the forces of their Sub-Contractors without additional cost to the contract price. The Contractor shall be responsible for all incidental costs in connection with such overtime work including, but not limited to, MCPS building service staff overtime required.
4. If work falls behind schedule, as determined by the MCPS Project Coordinator, the Contractor shall provide, at their own expense, additional labor and/or equipment,

overtime pay, etc., as required to overcome delays including, but not limited to, MCPS building service staff overtime as required.

5. The MCPS Contracts Office Supervisor will review requests for extension of completion time due to strikes, lack of materials, and/or any other condition(s), over which the Contractor has no control. Written application for extension shall be made immediately upon occurrence of conditions that, in the opinion of the Contractor requires such an extension, with reason clearly stated and detailed proof for each such delay. The delay of MCPS issuing a purchase order does not automatically alter any completion dates. If in the Contractor's view the delay of purchase order is having a negative effect on completion of the contract within the dates specified, they must notify MCPS in writing immediately. Using the rationale that a purchase order was issued late, at the conclusion of the work will not be an acceptable reason for requesting a contract extension. No time extension will be allowed except by final written approval of the MCPS Contracts Office Supervisor. No requests for extension due to weather conditions will be considered unless accompanied by documentary evidence supplied by the NOAA's National Weather Service showing, by comparison, that such weather suffered is abnormal to any of the past five years as recorded. **No request for extension will be considered by MCPS if received from the Contractor after the previously agreed completion date has passed. Late charges will be automatically deducted.**

#### **J. CONTRACTOR'S OVERTIME PROCEDURE**

If the contractor chooses to work overtime for any reason other than the times specified herein, and secure MCPS approval to do so the contractor shall be responsible for any associated costs including MCPS Building Service staff, etc. Average Building Service staff overtime rate is \$35.00 per hour depending on the individual working. This rate is estimated and could either be more or less than the quoted overtime rate. All overtime work must be requested **in writing** to the MCPS Project Coordinator, at least 48 hours in advance. This will allow MCPS staff sufficient time to coordinate the required Building Service staff participation. The Overtime Reimbursement Agreement under **APPENDIX F** must be completed and signed by MCPS and the contractor before work is to be performed. The request must identify the dates and times the contractor proposes to work. Without written request and Overtime Reimbursement Agreement, MCPS will not approve any overtime.

#### **K. MCPS CONTRACTS OFFICE SUPERVISOR/ PROJECT COORDINATOR**

1. The Capital Improvement (CIP) Contracting Office Supervisor will represent MCPS in the execution of this contract. No changes to contract conditions or specifications will be made without the Contracts Office Supervisor's approval and authorization by the Director of the Division of Procurement or his/her designee.
2. After award, the MCPS Project Coordinator will be assigned who will handle the day to day operation and coordination. Scheduling work on site after an award of contract must be made through the MCPS Project Coordinator.
3. The MCPS Project Coordinators are authorized to:

- a. Serve as liaison between MCPS and the Contractor;
  - b. Give direction to the Contractor to ensure satisfactory and complete performance;
  - c. Monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
  - d. Serve as records custodian for this contract;
  - e. Accept or reject the Contractor's performance;
  - f. Furnish timely written notice of the Contractor's performance failure to the MCPS Contract Supervisor, and copy to the Director, Division of Procurement or his/her designee;
  - g. Prepare required reports;
  - h. Approve or reject invoices for payment and submitted construction schedules;
  - i. Recommend contract modifications or terminations to the MCPS Contract Supervisor, copy to the Director, Division of Procurement or his/her designee;
  - j. Issue notices to the Contractor to proceed with change orders to the project after receiving an approved revised purchase order issued by the Director, Division of Procurement or his/her designee (see Section H, 4 – Change Orders).
4. The MCPS Project Coordinator is **not** authorized to make any determination that alter, modify, terminate or cancel the contract, affect procurement, interpret ambiguities in the contract language, or waive MCPS contractual rights.

## L. PROJECT CLOSE-OUT

### 1. **Initial Installation Punch-out**

- a. The Contractor shall notify the MCPS Project Coordinator **in writing** that the work is ready for punch-out inspection. Punch-out shall occur sufficiently in advance of the installation **completion date** as specified on each proposal, to afford the Contractor time to rectify punch list corrections. Before calling for a punch-out, all work shall be completed and all areas shall be clear of construction materials and debris.
- b. During punch-out, the following shall be present:
  - 1) Authorized representatives of MCPS
  - 2) Contractor
- c. Upon completion of a punch-out, a written punch list will be prepared by the Contractor and submitted to MCPS **within five workdays**.

2. The Contractor shall notify the MCPS Project Coordinator, in writing, for a final inspection once all related punch list items have been completed. All punch-out and final inspections shall be performed well in advance of the completion date to allow for corrections. Late fees shall accrue until all punch list items are 100% complete.
3. The Contractor is entitled to one punch-out inspection and one final inspection for each proposal under the terms of contract with MCPS. Any additional inspection by MCPS staff due to the Contractor's failure to complete the punch-out items will result in deductions of costs incurred by MCPS for such inspections from the contractor's final invoice.
4. The Contractor shall provide written warranty statements indicating start and end of warranty dates to be signed by both the Contractor and MCPS Project Coordinator. The starting date shall be the date the final invoice for payment to Contractor is signed and approved by the MCPS Project Coordinator.

**M. QUALITY ASSURANCE**

The successful bidder shall have been in business and be regularly engaged in performing field renovations similar to that which is specified herein a minimum of five years. Work performed under this contract shall be performed with bona fide, full-time employees of the successful Contractor. Appropriately licensed trade persons shall perform all trade work. **Bidder must provide a letter of information showing a minimum of five years in business and experience in this line of work to be included in their bid submission.**

**III. DETAILED SPECIFICATIONS****A. INTENT**

1. The intent is to secure proposals for individual projects based on the scope of work provided for specific tasks required to perform various types of turf field renovations and/or repairs at various locations throughout MCPS. Contractor shall follow detailed recommendations from established authorities such as the University of Maryland (U of M), the Maryland Department of Agriculture (MDA), Turfgrass Producers International (TPI), Maryland Turfgrass Association (MTA) and the latest published Maryland Seeding Association (MSA), Guideline Specifications, along with MCPS specifications to successfully grow and maintain turf. These agency recommendations shall be considered part of the MCPS specifications. The Contractor will be responsible for preparing soil to satisfactorily grow a healthy stand of turf as it relates to water and required nutrition.
2. All work and processes (for sod or seed), shall be performed under the close and regular monitoring of an experienced Turfgrass Agronomist. **BIDDER SHALL PROVIDE REQUIRED DOCUMENTATION FOR THE TURFGRASS AGRONOMIST WITH THEIR BID AS SPECIFIED ON THE QUOTATION FORM.** It shall be the total responsibility of the Contractor to provide MCPS with an acceptable stand of turf regardless of any delegation such as watering, etc. **All projects shall include a one-year maintenance service agreement as specified herein.**

**B. EXCAVATION REQUIREMENTS**

The Contractor shall perform the tasks and provide the material as identified below. Provide all labor, materials, equipment, and services for the renovation of athletic/activity fields and other specific agronomic services as requested by MCPS:

Execute temporary soil and sediment control measures as required by Maryland Department of the Environment (MDE) and MCPS. Authorization from the Project Coordinator is required before the installation.

- a. Furnish and install silt fence and storm drain inlet protection as required by MDE.
- b. Locate existing utilities and protect as needed. The Contractor will be totally responsible for any utility damages as a result of their excavation. Extreme care shall be taken and every effort made to identify underground utilities prior to commencing any excavation work. All repairs and/or replacement shall, be as specified by the MCPS project coordinator.
- c. Stay within MCPS property lines, MCPS staff will identify these boundaries as requested.
- d. Remove unsuitable rocks or debris before reusing. Must be approved by MCPS project Coordinator.
- e. Stockpile soil properly to ensure they do not lose their composition and consistency, including but not limited to water saturation, nutrients, and bulk density.

- f. Re-use or remove existing soil from site in an appropriate manner. This will be determined by site Coordinator and MCPS Project Coordinator.
- g. New topsoil must be free of rocks and/or debris and must be approved by the MCPS Project Coordinator before use.
  - a. Topsoil, shall be **Hal-Cal Turf Enhancer**, or other MCPS approved organic matter materials, and are to be applied prior to final tillage or aerating.
  - b. Add screened top soil or organic matter, such as **Biochar**, evenly over soil surface to the depth and ratio required by the MCPS Project Coordinator and incorporated uniformly into the top 3" of sub-soil.
  - c. All materials shall be free of noxious weeds as described in the Maryland Seed Law, Turf Grass Law or Noxious Weed Law.
- h. The bidder shall provide with their bid, the name and phone number of the Turfgrass Agronomist who will oversee the work, and a copy of their resume identifying related credentials, and a minimum of three recent projects, with contact name and telephone numbers.

#### C. ROUGH GRADING

- 1. Rough grading to be done by the Contractor and shall be within 2" of the final grade.
- 2. All drainage points shall have a minimum of 3% fall.
- 3. Soil surfaces to be ripped or chiseled going to a depth necessary to relieve compaction layer, at least to a depth of 18".
- 4. Field to be ripped to depth in two directions and sufficiently to preclude ridges or islands between ripper teeth. Distance between chisels shall be a maximum of 18".
- 5. During grading all types of foreign material larger than one and one quarter 1-1/4" in diameter such as, rocks, sticks, glass, etc. shall be removed to a minimum depth of 6" before the final grade operations.
- 6. **All rough grading must be done using laser system guidance on grading equipment, adhering to industry standards.**

#### D. FINE GRADING

- 1. Fine grading of fields, play areas, etc. shall be performed to provide positive drainage to existing storm drains. **PONDING OF WATER SHALL NOT BE ACCEPTABLE.**
- 2. Any irregularities in the surface shall be corrected in order to prevent the formation of ridges, depressions, or water pockets. Final grading is not to be performed on excessively wet and /or on excessively dry soil, or in any condition that may otherwise cause



compaction or may otherwise be detrimental to proper grading, seeding, or sodding. **The Project Coordinator shall approve all turf prior to installation. Turf not approved by MCPS, prior to installation, is subject to being removed and replaced at the Contractors expense and MCPS judgement.**

3. Before and during final grading, all foreign material larger than ¾" such as, grade stakes, sticks, rocks, and stones, etc. shall be removed to a depth of 3", and collected debris shall be removed from site. Subsurface objects, pipes, boards, stones, and rocks preclude satisfactory mechanical aeration operations.
4. After liming and fertilizing, areas shall be cross disc plowed or tilled to a depth of 4" to 6" and shall be brought to proper grade, free of stones, sticks, and other foreign matter of size over ¾" in diameter. Surfaces shall be a finished grade, have friable soil structure, uniform firm texture, and free from water retaining depressions.
5. **All fine grading must be done using laser system guidance on grading equipment, adhering to industry standards.**

#### E. **SPECIFICATIONS FOR SEEDING AND SODDING**

##### 1. General

The Contractor shall seed and/or sod identified fields in accordance with the terms of the contract and the scope of work. The contract unit pricing for sod and/or seeding shall be all-inclusive, including installation, fertilizing, liming, water, etc. **All seed and sod installation unit prices shall include a one year maintenance agreement as specified under that section.** The Contractor shall be responsible for an acceptable, established stand of turfgrass and established root system throughout this year. **Soil preparation shall be the same for both seed and sod.** The turfgrass shall be acceptable to MCPS at the end of the year period or the Contractor shall take appropriate action to make improvements as required at no additional cost to MCPS. Failure of the Contractor to make improvements required in a timely manner shall result in the Contractor not being considered for future work or contracts.

##### 2. Soil

The Contractor shall obtain a soil analysis for each project at no additional cost to MCPS, and supply MCPS with written results of the analysis showing exactly what materials are needed to upgrade the quality of the field. Soil samples shall be taken in accordance with University of Maryland (U of M) recommendations. **All soil testing shall be performed by a recognized regional approved Soils Testing Laboratory from the list below.**

a. All Soil Testing

All soil testing shall test for at least available Phosphorus, Potassium, Magnesium, Calcium, pH, soluble salts and organic matter.

b. Recognized Regional Soil Testing Facilities

- 1) A&L Eastern Agricultural Laboratories  
7621 Whitepine Road  
Richmond, VA 23237
- 2) Waypoint Analytical Pennsylvania Inc  
P.O. Box 483  
280 Newport Road  
Leola, PA 17540
- 3) Agricultural Analytical Services Laboratory  
Pennsylvania State University  
University Park, PA 16802
- 4) Brookside Laboratories, Inc.  
308 East Main St.  
New Knoxville, OH 45871
- 5) Spectrum Analytic Inc.  
P.O. Box 639  
1087 Jamison Road  
Washington Court House, OH 43160
- 6) University of Delaware  
Soil Testing Program  
149 Townsend Hall  
University of Delaware  
Newark, DE 19717-1303
- 7) Waters Agricultural Laboratories, Inc.  
257 Newton Highway  
P.O. Box 382  
Camille, GA 31730-0382

c. Follow recommendations, based upon the soil tests to insure soil pH, Magnesium (Mg), Phosphorus (P205), and Potassium (K20) are in the optimum range as identified on the soil report. Other optimum soil test results are:

pH	6.2 – 6.6
Organic Matter	3% to 5%
Soluble salts not to exceed	300 ppm

- d. Where soil tests indicates acidity (pH 6.0 or less), lime shall be spread at the recommended rate to correct the pH to 6.5
  - e. Where soil tests indicates alkalinity (pH 7.0 or higher), sulfur shall be applied at the recommended rate to correct pH to 6.5.
  - f. Where soil tests indicate Organic Matter less than 3%, Organic Matter shall be incorporated to a minimum depth of 3 inches to obtain the 3% level
  - g. Where soil tests indicate Soluble Salts greater than 300 but less than 500 ppm, Gypsum shall be added at the recommended rate.
  - h. Where soil tests indicate Soluble Salts greater than 500 ppm, the surface foot of soil shall be removed and replaced with approved top soil.
  - i. Soil test results and recommendations shall be submitted to the MCPS Project Coordinator.
3. Sodding (Standard 5 sq. ft., 9 sq. ft. or “big rolls”)
- a. Turfgrass Sod:
    - 1) **Cool Season Sod** shall be freshly cut “Maryland Certified Tall Fescue Sod” unless otherwise specified.
    - 2) **Warm Season Sod** shall be freshly cut “Maryland Certified Bermudagrass Sod” Unless otherwise specified.
  - b. Shall be healthy and vigorous growing grass at the time of placement.
  - c. The Contractor shall provide maintenance care for all sodded areas for the term of the warranty.
  - d. **DRIED, DAMAGED OR OVER HEATED SOD IS NOT ACCEPTABLE AND SHALL NOT BE USED.**
  - e. Sod shall be placed with tight joints on approved sod beds.
  - f. As soon as possible after laying, sod shall be rolled to insure complete sod/soil contact. On areas where use of a roller is impracticable, sod shall be tamped with hand tampers until the above results are obtained.
  - g. At no additional cost to MCPS for water, the Contractor is required to water the sod immediately after installation sufficiently to wet the sod and sod bed to a depth of 3”. They shall also irrigate the sod, when needed, throughout the one year warranty period, to maintain good growth without yellowing or other damages due to heat or lack of water.

- h. Any area that does not show a successful transplant of sod within 30 days shall **be re-sodded at no extra cost to MCPS.**
  - i. The selection of sod and a seed species shall be cleared with the MCPS Project Coordinator prior to installation and the entire field shall be of one mixture from a single source.
  - j. **NO NETTING OF ANY KIND SHALL BE USED IN THE SOD.**
4. Fertilizer
- a. The fertilizer shall be applied as recommended by the University of Maryland Nutrient Management Guidelines for State Property and Commercial Managed Turfgrass (TT-115) or the University of Maryland Nutrient Management Guidelines for Commercial Turfgrass Seeding.
  - b. All fertilizer application shall be performed adhering to all safety code/regulations and the Contractor must supply any required signage and/or warning materials.
  - c. The Contractor shall maintain records of the analysis, quantity and date of application for all fertilizer applications and shall supply the Project Coordinator with a copy of these records.
5. Limestone
- a. Limestone shall be pelletized or pulverized ground agricultural limestone, **burnt or hydrated limestone is not acceptable.** All limestone application shall be performed adhering to all safety code/regulations and the Contractor must supply any required signage and/or warning materials.
  - b. Specified limestone shall be distributed uniformly over designated area and worked into the soil (root zone) in conjunction with fine grading. **If more than one ton of limestone is required per acre; apply half of required limestone during rough grading and the other half during final grading.**
  - c. The rate of limestone applied shall be based on appropriate soil sampling and testing and shall result in a desired pH of 6.5 in the root zone. The appropriate lab test report and recommendation shall be provided to the MCPS Project Coordinator prior to the liming operation.
6. Topsoil and Organic Matter
- a. If Top soil or other MCPS approved Organic Matter materials are to be applied they must be added prior to final tillage or aerating.
  - b. Add screened top soil or organic matter evenly over soil surface to the depth specified and incorporate uniformly into the top 3” of soil.

- c. **All materials shall be free of noxious weeds as described in the Maryland Seed Law, Turf Grass Law or Noxious Weed Law except as described in section 7 below.**

7. Turf Seed:

- a. **All seeds utilized shall comply with all standards, specifications, laws and regulations of the Federal Seed Act, the Maryland Seed Law and Regulations, and the Maryland Interagency Certified Seed Mixing regulation as well as these specifications.**
- b. **Cool Season Turfgrass Seed** must be a "Maryland Interagency Certified Seed Mixture" of varieties selected from the University of Maryland's current recommended listing (TT-77).

1. Seed mixtures to be used with total area renovation are to be accomplished by either Hydro Seeding or Dry Seeding.

2. Full sun areas, drought prone areas, areas receiving low to medium management in full sun to medium shade use the following mix by weight:

- Certified Tall Fescue Cultivars\*\* 90%
- Certified Kentucky Bluegrass Cultivars 5%
- Certified Perennial Ryegrass 5%

**\*\* One or more cultivars/varieties may be blended.**

3. Seeding Rate: 5 to 6 lbs. per 1000 square feet.

- a. **Warm Season Turfgrass Seed** must be a monoculture Certified by the State of Origin and be a variety selected from the University of Maryland's current recommended listing (TT-77).

- b. Seed to be used with total renovation shall be accomplished by the Dry Seeding Method only.

- c. Full sun areas, drought prone areas, and areas receiving low to medium management in full sun to be 100% of a single variety.

- d. Seeding Rate: 1 to 1 ½ lbs. per 1000 square feet.

- e. Bermuda grass seed is classified as a "Noxious Weed" or "Undesirable Grass Seed" under the Maryland Seed Law and Regulations. However, exemptions are permitted for special use in contained areas which are applied only by professionals.

4. Exemption may be granted only by the Maryland Department of Agriculture, Turf & Seed Section, 50 Harry S Truman Parkway, Annapolis, Maryland 21401. Phone number 410-841-5960.

- a. It shall be the responsibility of the contractor to obtain this exemption.
- b. Any fees or delays associated with getting this exemption are the responsibility of the contractor.
- c. Seed mixtures used for repair shall be adjusted to species found existing on each individual site to enable proper blending with sod used on site and existing turf. The Project Coordinator must approve the seed mixture.

8. **Hydro-Seeding shall be limited to Cool Season Turfgrass Mixtures only**

- a. Seed mixture shall be applied either with the wood fiber hydro mulch or as a separate application and be covered with a cover load of the same hydro mulch.
- b. All fertilizer and/or lime are to be applied to the soil and be cultivated in as previously described.
- c. The homogenous slurry shall be applied under pressure by an acceptable hydromulcher.
- d. The wood, for the mulch slurry, shall be virgin wood fiber, unless specified otherwise by local code.
- e. After the initial application, a cover load shall be applied to help retain moisture in the seed bed and to protect the seeds.
- f. Hydro-seeding operation shall be followed by watering as often and as necessary to produce a good turf. The Contractor shall provide the water for this part of the project.
- g. Hydro-seeding shall only be used when slopes or terrain make it impractical for dry seeding.

F. **SKINNED INFIELD MATERIALS AND CONSTRUCTION**

The term “skinned infield” refers to those areas in which turfgrass, either seeding or sodding, has not been specified, including base paths, pitcher mounds and batter boxes.

1. Materials

Infield mix shall be a prepared high quality mineral soil mixture specifically formulated for use on skinned infields and complying with the following range of specifications.

- a. All aggregates must pass through a ¼” screen.
- b. All soil must be free of gravel, hardpans, sticks, roots, sod, weeds, other plants, and trash of every description.

- c. Soil must not be muddy, pasty, or contain excessive or non-uniform moisture at the time of delivery.
  - d. All soil delivered must be a free flowing homogenous mixture, uniform in texture and color.
  - e. Color shall be uniform brown in color.
  - f. Soil supplied shall meet USDA Classifications as either a “Sandy Loam” or a “Sandy Clay Loam” consisting of the following:
    - 1) 60-75% Sand: fine natural concrete type with 100% passing a No.4 U.S. Standard Sieve.
    - 2) 10-25% Silt
    - 3) 10-25% Clay: to include a minimum of four tons of Calcine Clay equal to Turface or Pro Choice
  - g. The Contractor shall submit, to the MCPS Project Coordinator a sample of the infield mixture properly identified with the school name, project number, and supplier’s name. The sample shall be deemed representative of the material that is intended to be supplied on all resulting orders. This sample shall be approximately two pounds and will be required from the successful bidder five days after request from MCPS.
  - h. The Contractor shall submit a report from one of the accredited soil laboratories listed elsewhere in this specification showing compliance with all parts of section 2f of this specification.
  - i. Infield mixture delivered to the site(s) which does not conform to the approved sample as specified will be rejected and the Contractor shall remove and replace the rejected soil at no cost to MCPS.
  - j. Each load of infield mixture delivered shall be accompanied by a delivery ticket, from the soil supplier, indicating the origin where the mixture was made, the weight or quantity of the load, the truck number of identifications, the name of the school, and the project number or purchase order number. Such delivery tickets must be presented to MCPS before payment will be made.
2. Installation
- a. The Contractor shall remove the existing infield mix to a sub grade approximately 2” below the finished grade.
  - b. Removed material shall be disposed or utilized elsewhere on site at the direction of the MCPS Project Coordinator.

- c. The infield mixture, as described and approved above, shall be applied approximately 3" thick.
- d. The skinned area will be raked to insure a homogeneous mixture of all particle sizes.
- e. The skinned area will be hand rolled to a compacted thickness of approximately 2".
- f. The Contractor shall remove any build-up of infield mixture at the juncture of the skinned infield and the surrounding turf areas to insure a smooth transition between the skinned area and the turf area.

#### **G. HYDRO MULCH**

1. Hydro mulch shall consist of specially prepared wood cellulose fiber. It shall be processed in such a manner that it will not contain germination or growth inhibiting factors. It shall be dyed an appropriate color to allow visual metering of its application. The wood cellulose fibers shall have the property of becoming evenly dispersed and suspended when agitated in water. When sprayed uniformly on the surface of the soil, the fibers shall form a blotter-like groundcover that readily absorbs water and allows infiltration to the underlying soil. Weight specifications from suppliers for all applications shall refer only to air-dry weight of the fiber, a standard equivalent to 19 percent moisture. Suppliers shall be prepared to certify that laboratory and field-testing of their product has been accomplished and that it meets all of the requirements herein.
2. Application
  - a. Mixing: Care shall be taken that the slurry preparation takes place on the site of the work. Spraying shall start immediately when the tank is full.
  - b. Hydro-mulching shall be applied by an experienced operator of hydro mulching equipment. The operator shall spray the area with a uniform, visible coat by using the green color of the wood pulp as a guide. Keep hydro-mulch within areas designated and keep from contact with other plant material. Mixture, which has not been applied within four (4) hours of mixing, shall not be used and shall be removed from the site.
  - c. After installation, the Contractor shall not operate any equipment over the covered area. After application, wash off all over sprayed areas completely, including any plant material, planting areas, or paved areas not intended to receive hydro mulch mixture.

#### **H. ONE YEAR MAINTENANCE AGREEMENT PROCEDURES – Cool Season Turfgrass**

A one year maintenance agreement shall be included for all sod and seeding projects and is to include the following as outlined at no additional cost to MCPS. This cost must be included in the turf prices offered herein.

1. The Contractor shall be responsible to apply fertilizer to maintain a healthy turf.



- a. During the fall season (**September 1 to December 31**)
    - 1) Apply three applications of Urea fertilizer
    - 2) Apply fertilizer at 30 to 45 days intervals
    - 3) Apply fertilizer at a rate of one pound of actual nitrogen per 1000 sq. ft. (This equates to two pounds actual material per 1000 sq. ft.)
    - 4) Fertilizer shall never be applied to frozen or water soaked turf field.
  - b. During the spring season (**April 15 to May 15**)
    - 1) Apply one application of a balanced fertilizer.
    - 2) Apply fertilizer at a rate of one pound of actual nitrogen per 1000 sq. ft.
    - 3) The nitrogen source must be **50% WIN**.
  - c. Fertilizer on impervious surfaces must be swept clean and removed from the site.
2. The Contractor shall be responsible for the application of nutrient supplements.
- a. Sodded Areas
    - 1) 12% Humic Acid application
      - a) Apply within seven days of sod installation.
      - b) Apply at a rate of 2 ½ gallons per acre (7.3 oz. per 1000 sq. ft.).
      - c) Application will require the use of at least a #8 spray tip
      - d) Repeat Humic Acid application between **April 15 and May 15**
    - 2) 6 % Iron application
      - a) Apply between **April 15 and May 15**
      - b) Apply at a rate of one gallon per acre. (3 oz. per 1000 sq. ft.)
      - c) Iron may be tank mixed with Humic Acid.
  - b. Seeded Areas
    - 1) 12% Humic Acid application
      - a) Apply after first mowing.

- b) Apply at a rate of 2 ½ gallons per acre. (7.3 oz. per 1000 sq. ft.)
  - c) Application will require the use of at least a #8 spray tip
  - d) Repeat application between **April 15 and May 15**
- 2) 6 % Iron application
- a) Apply between **April 15 and May 15**
  - b) Apply at a rate of 1 gallon per acre. (3 oz. per 1000 sq. ft.)
  - c) Iron may be tank mixed with Humic Acid.

3) Mowing

The Contractor shall be responsible for the mowing operation to control the mowing frequency and maintain grass height for **the first 60 days** from installation of sod/or seeding or through the third mowing whichever should occur last. MCPS will resume mowing responsibility after 60 days period or third mowing and MCPS acceptance of established turf.

- a. Each area shall be mowed whenever the turf height is between 3-1/2” and 4”. At no time should the turf be mowed lower than 2-1/2”. If raking is required, the Contractor is responsible to rake and remove clippings at no additional cost to MCPS.
- b. Mowing is to be completed between the hours of 8:00 a.m. and 6:00 p.m., Monday - Friday. There shall be no mowing on Saturdays and Sundays
- c. Mowing shall not be done during scheduled competitive games or field days. MCPS shall provide the Contractor with a schedule of planned activities.
- d. The MCPS Project Coordinator and School Principal shall be notified when the grass will be mowed. **Mowing shall not be permitted without prior notification.**

4) Herbicide, Insecticide, Fungicide

Herbicide, Insecticide, Fungicide, and other Pesticides shall not be applied to MCPS property and shall not be part of this contract. Any need for any chemical applications must be directed to the MCPS Project Coordinator and must be approved by Mr. Sean Yarup, MCPS Environmental Safety Coordinator, at 240-926-4317.

**I. ONE YEAR MAINTENANCE AGREEMENT PROCEDURES – Warm Season Turfgrass**

A one year maintenance agreement shall be included for all sod and seeding projects and is to include the following as outlined at no additional cost to MCPS. This cost must be included in the turf prices offered herein.

1. The Contractor shall be responsible to apply fertilizer to maintain a health turf.
  - a. During the Summer season (**June 1 to September 30**)
    - 1) Apply three applications of Urea fertilizer (46-0-0)
    - 2) Apply fertilizer at 30 to 45 days intervals
    - 3) Apply fertilizer at a rate of one pound of actual nitrogen per 1000 sq. ft. (This equates to two pounds actual material per 1000 sq. ft.)
    - 4) Fertilizer shall never be applied to water soaked turf field.
  - b. During the Fall season (**September 1 to October 15**)
    - 1) Apply one application of Sulfate of Potash fertilizer (0-0-50)
    - 2) Apply fertilizer at a rate of one pound of actual potassium per 1000 sq. ft. (This equates to two pounds actual material per 1000 sq. ft.)
    - 3) Fertilizer shall never be applied to water soaked turf field.
  - c. During the spring season (**May 1 to June 15**)
    - 1) Apply one application of a balanced fertilizer.
    - 2) Apply fertilizer at a rate of one pound of actual nitrogen per 1000 sq. ft.
  - d. Fertilizer on impervious surfaces must be swept clean and removed from the site.
2. The Contractor shall be responsible for the application of nutrient supplements.
  - a. Sodded Areas
    - 1) 12% Humic Acid application
      - a) Apply within seven days of sod installation.
      - b) Apply at a rate of 2 ½ gallons per acre (7.3 oz. per 1000 sq. ft.).
      - c) Application will require the use of at least a #8 spray tip
      - d) Repeat Humic Acid application between **September 1 and October 15**

- 2) 6% Iron application
  - a) Apply between **September 1 and October 15**
  - b) Apply at a rate of one gallon per acre. (3 oz. per 1000 sq. ft.)
  - c) Iron may be tank mixed with Humic Acid.
3. Mowing

The Contractor shall be responsible for the mowing operation to control the mowing frequency and maintain grass height for **the first 60 days** from installation of sod/or seeding or through the third mowing whichever should occur last. MCPS will resume mowing responsibility after 60 days period or third mowing and MCPS acceptance of established turf.

- a. Each area shall be mowed whenever the turf height is between 1.5” and 1.75”. At no time should the turf be mowed lower than  $\frac{3}{4}$ ”. If raking is required, the Contractor is responsible to rake and remove clippings at no additional cost to MCPS.
  - b. Mowing is to be completed between the hours of 8:00 a.m. and 6:00 p.m., Monday – Friday. There shall be no mowing on Saturday and Sundays.
  - c. Mowing shall not be done during scheduled competitive games or field days. MCPS shall provide the Contractor with a schedule of planned activities.
  - d. The MCPS Project Coordinator and School Principal shall be notified when the grass will be mowed. **Mowing shall not be permitted without prior notification.**
4. Herbicide, Insecticide, Fungicide, and other Pesticides shall not be applied to MCPS property and shall not be part of this contract. Any need for any chemical applications must be directed to the MCPS Project Coordinator and must be approved by Mr. Sean Yarup, MCPS Environmental Safety Coordinator, at 240-740-2520.

#### J. **Subsoiling**

MCPS ball fields can become deeply compacted over time. This compaction of soils results in reduced rainwater absorption and infiltration capacities and more importantly reduced conditions and playability of the sports field. Typical aeration practices (core aeration) can reduce compaction and improve the hydraulic characteristics of the topsoil, but only penetrate a few inches and do not address compaction of soil layers that can develop at greater depths (typically within upper 24 inches).

MCPS desires to utilize innovative practices to improve the conditions of the sports fields by reducing soil compaction. “Subsoiling” is an emerging process that de-compacts the soil down to a minimum depth of 10 inches while allowing the sports field to remain playable with minimum disruption.

A rotary de-compactor, such as the Imants Shockwave or Redexim Verti-Quake, is a subset of subsoiling equipment that includes a series of blades attached to a central rotor shaft. Blades are typically 10-15 inches long. As the shaft rotates, the blades enter the soil vertically on a staggered pattern and sequence, cutting the soil to the full blade length. Due to the width of the blades, the soil is pushed laterally, creating cracks and fissures within the soil. As adjacent blades enter the soil, the soil is pushed in the opposite direction, further cracking the soil. The continued cutting/pushing of the soil by the blades creates a wave action within the soil, creating a consistent de-compaction to the full working depth, without excessive damage to the surface.

The shafts of rotary de-compactors are connected into the drivetrain of the attached tractor which drives the cutting of the soil. This minimizes the need to pull the device behind the tractor as done in static subsoiling equipment, reducing the horsepower required and subsequent ruts and slippage that can occur with heavier equipment.

Contractors shall provide optional pricing per square yard of sports field. The scope shall include the labor, equipment and materials:

- In a linear movement, utilize a rotary de-compactor, such as the Imants Shockwave or Redexim Verti-Quake, to provide de-compaction while minimizing the surface disturbance and allowing the field to be playable immediately following (within 1 week) the application.
- The blades of the rotary de-compactor shall be at least 10 inches
- The first de-compaction of the field should occur when the ground has thoroughly dried, and for the field to remain unused up to a week after de-compaction.
- Mowing shall occur prior to application

**APPENDIX A**

**SEE NEW MBE DOCUMENTS ATTACHED**

**APPENDIX B**

**CONTRACTOR'S CERTIFICATION  
OF RECEIPT OF PAYMENT**

**IAC/PSCP FORM 306.2a**

This form must accompany IAC/PSCP Form  
306.2, Request for Reimbursement to LEA, if  
Canceled check(s) are not provided.

LEA:

PROJECT TITLE: \_\_\_\_\_

PSC NO: \_\_\_\_\_

I hereby certify that payment in the amount of \$\_\_\_\_\_, check number \_\_\_\_\_ dated  
\_\_\_\_\_ has been received from \_\_\_\_\_ Public Schools and deposited  
to \_\_\_\_\_ bank) on \_\_\_\_\_ (date) for capital  
improvements made to \_\_\_\_\_ school/project),

Name of Contractor Firm

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**NOTARIZATION**

County \_\_\_\_\_ to wit:

I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_.  
before me, a Notary Public for said County, personally appeared \_\_\_\_\_ (name),  
and made oath in due form of law that he/she is \_\_\_\_\_ (title)  
of \_\_\_\_\_ (name of firm), and on behalf of said firm stated that the  
matters and facts set forth in the foregoing verification are true to the best of his/her knowledge, information and belief.  
He/she acknowledged that he/she executed the same purposes herein contained and that they had full authority to  
execute same.

As witness my hand and official seal:

NOTARY PUBLIC


**APPENDIX C**

**STATE PROJECT IDENTIFICATION SIGN**

**AND INSTRUCTIONS**



Maryland Correctional Enterprises (MCE) Sign Plant #11 C/O Patuxent Institution Attention: Christian Mayne,  
Plant Manager 7555 Waterloo Road Jessup, MD 20794 (410) 799-5102  
<https://iac.mdschoolconstruction.org/wp-content/uploads/2022/08/Construction-Signage.pdf>  
[christiane.mayne@maryland.gov](mailto:christiane.mayne@maryland.gov) [www.mce.md.gov](http://www.mce.md.gov)



**Wes Moore, Governor**  
**Aruna Miller, Lt. Governor**

# ***Building Bright Futures in Maryland***

**The State of Maryland and the (Name of County) Board of Education are:**

**(Name of Project)**  
**at the**  
**(Name of School)**

**Public School Construction Program**                      **Architect: (Name of Architect)**                      **Contractor: (Name of Contractor)**

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***The Maryland General Assembly***  
*Adrienne A. Jones, Speaker of the House*  
*Bill Ferguson, President of the Senate*

***Board of Public Works***  
*Wes Moore, Governor*  
*Brooke Lierman, Comptroller*  
*Dereck E. Davis, Treasurer*

## **FOR SCHOOL STATE CONSTRUCTION SIGN**

The following appropriate language should be entered on the construction sign to describe the work for the specific project (or modified as required):

- Renovating
- Constructing an Addition and Renovating
- Constructing an Addition to
- Constructing a Replacement School for
- Constructing the New
- Constructing a Pre-Kindergarten Addition at
- Renovating the Science Laboratories at
- Replacing the Roof at

**APPENDIX D**

**MCPS EMERGENCY/CRISIS PROCEDURES, SHELTER/LOCKDOWN**

# ***Emergency Preparedness Procedures***

## ***Key Points for Lockdown-Evacuate-Shelter (Les)***

### ***Lockdown***

This is a term used to describe an emergency at an MCPS facility. Lockdown alerts staff that imminent danger exists inside or outside the building, and requires moving to an immediate lockdown mode. It requires that all students are under supervision. *The on-site emergency team (OSET) is not activated during a Lockdown.*

#### **Persons authorized to call a Lockdown**

School administrators or their designee will notify students, staff and visitors via the PA system and the portable radios when a Lockdown is in effect. Directions should be given to immediately move to a lockdown mode. Staff should make the announcement and notify 911 and Office of School Performance.

#### ***Lockdown Alert – Staff Guidance***

- When the administrator/designee announces a Lockdown, scan the immediate area outside the classroom or office for any students and staff. Allow them in the classroom/office, and immediately lock or secure the door if possible.
- Make the room look *unoccupied* by turning off the lights, close/cover the windows and blinds, and move away from the line of sight from the doors and windows. Remain silent.
- If staff and students are inside the building but outside a classroom or office when a Lockdown is called, move students to the nearest securable location.
- Staff supervising students outside when a Lockdown alert occurs inside the building should be notified of the Lockdown activation by P.A. or two-way radio. Staff and students should move to a pre-determined safe location identified on the emergency plan away from the building and maintain communication with the command post.
- Ignore the fire alarm system and class change bells.
- Wait for further instructions.

### ***Evacuate***

There are two evacuation alerts, *Fire and Directed*.

#### ***Fire Evacuation***

- Activate Fire Evacuation Alarm
- Students/staff/visitors leave the building by the nearest exit
- Proceed to a point at least 50 feet from the building
- Perform an accountability of the students/staff/visitors

#### ***Directed Evacuation***

- Will be used during possible High Level Bomb threats, an identified Suspicious Package or an Inside Hazardous Material Release
- Notify 911 and OSP
- Determine plan to direct everyone away from the known danger area
- Announce via PA and portable radio
- Students/staff/visitors must evacuate to a point at least 300 feet from the building
- 

### ***Shelter***

This is a term used to alert staff that an emergency exists at or near an MCPS facility. It requires all students to be accounted for and under supervision. Administrators may activate the OSET and set up a command post when appropriate. There are three types of shelters: *Public Safety, Severe Weather and Outside Hazardous Materials Release.*

#### **Persons authorized to call a Shelter alert**

Administrators or their designee will notify students/staff/visitors via the PA system and the portable radios when a Shelter alert is activated. It is recommended that an “age-appropriate” announcement of a Shelter alert include a brief description of the nature and location of the incident.

#### ***Public Safety Shelter Alert- Staff Guidance***

*When the administrator announces a Public Safety Shelter alert:*

- Bring outside students/staff/visitors into the main building, portable classrooms are secured but not evacuated
- Outside doors are locked and kept secured
- Students should be accounted for in an instructional area.
- Classroom instruction should continue
- Staff must document attendance and report any discrepancies to an administrator/designee.
- During a Public Safety Shelter alert, classroom lockdown is not required.
- *The OSET* may be activated by an administrator during a Public Safety Shelter alert via a PA announcement and over the portable radios.
- Depending on the situation (the nature of the emergency or potential threat), it may not be appropriate to change classes. In these situations, class bells should be turned off and students/staff should remain in their classrooms until directed otherwise by the administrator/designee.
- Do not ignore the fire alarm system.

***Severe Weather Shelter*** – A severe thunderstorm or tornado warning is activated for the area near the school.

- Students/staff/visitors must report to identified weather safe areas inside the building.
- Portable classrooms are to be evacuated to the main building.
- Bring emergency kit/phone with Nextel phone and ensure the NOAA weather radio is continually monitored

***Outside Hazardous Material Release Shelter Alert*** is a term used to describe a specific shelter alert due to an outside air contamination emergency at or near the building. This could be the result of a suspected chemical, biological, or radiological incident; or a nearby hazardous materials spill.

## ***Outside Hazardous Material Release Alert-Staff Guidance***

When activating an Outside Hazardous Material Release Shelter alert, take the following steps immediately:

- Announce a *Outside Hazardous Material Release Shelter Alert*
- Bring students/staff/visitors into the main building from outdoor activities
- Evacuate portable classrooms in consultation if safe to do so
- Secure/lock exterior doors and windows
- Hold students in their current locations inside the building until the best course of action can be determined
- Turn off electrical power to ensure immediate shutdown of HVAC
- Ignore fire alarm system—only in this Outside Hazardous Material Release Shelter alert.

### ***Parent/Child Reunification***

All schools have plans in place to reunite students with their parents/guardians in the event of an emergency at a school. This process will ensure the safe and orderly reuniting of students and parents/guardians. Schools will ensure they use a three-step approach.

- Identify parents (using ID)
- Identify student location in the school or PCR location, sign out student
- Unite student and parent/guardian

### ***Firearms***

- Avoid attempts to disarm/subdue an armed subject.
- Notify administrator/designee and school-based security of any firearm incidents immediately, and call 911 with details.
- Determine need to implement a Lockdown or Public Safety Shelter alert.
- Abandoned/discarded firearms should be covered by appropriate means and never left unattended.

### ***Bomb Threat Assessment***

- Factors to consider:
  - Details/specifics provided by the bomb caller
  - Number of prior threats to the school
  - Current events surrounding the school
  - Demeanor of the bomb caller
- Based on an assessment of the situation and input from the administration of the school, the Department of School Safety and Security and the police, the administrator will make a decision on evacuation. If the parties do not agree, this disagreement will be resolved in favor of evacuation. (Refer to MCPS Regulation EKC-RA.) Use a Directed Evacuation to evacuate the school
- Evacuation is warranted **only** if the threat level is high.
- Evacuation **is** not warranted if the threat level is low.
- It is recommended that an activation of a Public Safety Shelter alert and the use of sweep/scan teams be used during a low level threat when the building is not evacuated.

### ***Bomb Threats Call Trace***

- Use “call trace” procedures on the yellow *Telephone Bomb Threat Checklist* card. Follow instructions exactly.
- After hanging up the phone, press \*57 on the same line the call came in on.
- Press \*47 if you have 279 or 517 exchanges on your school phone number.
- Do not dial “9” before you dial \*57 or \*47.
- Notify school administration immediately
- Report the bomb threat to 911 and OSP.

- Inform the 911 operator of “call trace” activation.

### ***Bomb Threat Sweep/Scan***

- In certain circumstances, staff volunteers may be asked to sweep/scan the facility or grounds for any suspicious items.
- A sweep/scan should be conducted in teams and only by visual means (eyes and ears only).
- If a suspicious item is discovered during a sweep/scan, evacuate to a 300-foot safe zone and notify administrator immediately.
- If a suspicious item is located, do not use a radio or cell phone in the immediate area within 25 feet in all directions.
- No suspicious item should be handled in any manner by school staff (do not touch it!).

### ***Hazardous Material Spills***

These guidelines should be followed in the event of a chemical incident in which there is potential for a significant release of hazardous materials. Spill response procedures will vary depending on whether the spill is **small** (less than 18 inches in diameter), **medium** (exceeds 18 inches, but is less than 6 feet), or **large** (exceeds 6 feet in diameter, and any “running” spill that has not been stopped). If a potential biological agent threat or incident is present, follow MCPS Biological Agent Threats/Incidents guidelines.

**General Spill Control Techniques:** Once a spill has occurred, the staff at the spill site must decide whether the spill is small enough to handle without outside assistance. Guidance should be obtained from science resource teachers or staff with a chemistry background. (i.e., in science labs, chemistry labs, automotive shop areas). *Only staff who are properly trained under OSHA Regulation 1910.120 should attempt to contain or clean up a small spill.*

**Small Spill Evacuation:** Evacuate the immediate area and surrounding areas whenever the air is or could become untenable (i.e., experiencing difficulty breathing, watery eyes, upper respiratory congestion or tightness in chest, coughing, runny nose, etc.). Also evacuate the immediate area or building if material is emitting vapors or fumes.

*If a medium or large hazardous chemical/material spill occurs inside your school building—*

- An administrator/designee should call 911 and OSP immediately with detailed information (obtain the chemical MSDS, if available at time of spill incident).
- Evacuate the building immediately using a **Directed Evacuation** to funnel students/staff away from danger area.
- Notify building security and building services staff.
- Secure the area around the spill area.
- Follow instructions from fire and rescue services personnel.

*If a medium or large hazardous chemical/material spills occurs immediately outside your school building—*

- An administrator/designee should call 911 and OSP immediately with detailed information.
- Shut windows and doors and turn off ventilation systems.
- Notify building security and building services staff.
- Turn class-change bells off, if appropriate.
- Follow instructions from fire and rescue services personnel.
- Activate the Outside Hazardous Material Release alert, if appropriate.



**APPENDIX F**

**Montgomery County Public Schools  
Division of Design and Construction**

**OVERTIME REIMBURSEMENT AGREEMENT**

Facility: \_\_\_\_\_

Contractor: \_\_\_\_\_

Description of work to be performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ Hours Required: \_\_\_\_\_

Date: \_\_\_\_\_ Hours Required: \_\_\_\_\_

Date: \_\_\_\_\_ Hours Required: \_\_\_\_\_

Date: \_\_\_\_\_ Hours Required: \_\_\_\_\_

Date: \_\_\_\_\_ Hours Required: \_\_\_\_\_

Date: \_\_\_\_\_ Hours Required: \_\_\_\_\_

**Notice: Contractor agrees to pay all overtime costs for building service personnel as required to perform work at a premium rate. These costs will be deducted from the Contractor's final invoice.**

\_\_\_\_\_  
(MCPS Project Coordinator Approval) (Date)

\_\_\_\_\_  
(Authorized Contractor Representative Agreement) (Date)

\_\_\_\_\_  
(MCPS Contract Officer Approval) (Date)

**APPENDIX G**

**FIELD RENOVATION QUOTATION FORM**

**COMPANY NAME:**

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Bidder shall supply all required information below. **Failure to do so may be considered non-responsive and disqualify your bid.** DO NOT ALTER THIS FORM IN ANYWAY. Prices below are to be all-inclusive as specified, including, material, labor, equipment, water, etc. There will be no premium charges accepted for work performed outside the normal workweek and bidder shall take this into consideration when preparing the bid proposals. **See attached Excel spreadsheet.**

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*(Estimated Contract Value \$400,000.00)*

- **HAS BIDDER EVER HAD LATE CHARGES DEDUCTED AS A RESULT OF FAILURE TO COMPLETE AS CONTRACTED?**

YES \_\_\_\_\_ NO \_\_\_\_\_

- **IS A COPY OF THE MARYLAND CONTRACTOR’S LICENSE SUPPLIED WITH BID SUBMISSION?**

YES \_\_\_\_\_ NO \_\_\_\_\_

- **HAS BIDDER PROVIDED THE NAME AND PHONE NUMBER OF THE TURFGRASS AGRONOMIST UNDER WHICH ALL WORK WILL BE MAINTAINED AND A COPY OF THEIR RESUME IDENTIFYING THEIR CREDENTIALS IN THIS AREA, PLUS INDIVIDUAL REFERENCES FOR RECENT TURF PROJECTS?**

YES \_\_\_\_\_ NO \_\_\_\_\_

- **HAS BIDDER INCLUDED WITH THEIR BID SUBMISSION A LETTER CERTIFYING THEY HAVE BEEN IN BUSINESS A MINIMUM OF FIVE YEARS, AND HAVE A MINIMUM OF FIVE YEARS EXPERIENCE PERFORMING THE TYPE OF WORK SPECIFIED HEREIN?**

YES \_\_\_\_\_ NO \_\_\_\_\_

- **HAS BIDDER READ THE BIDDING DOCUMENT IN DETAIL PRIOR TO SUBMITTING THEIR BID?**

YES \_\_\_\_\_ NO \_\_\_\_\_



- **HAS BIDDER FAMILIARIZED THEMSELVES WITH THE ANNOTATED CODE OF MARYLAND SECTION 11-722 AND HAVE SCREENED THEIR WORK FORCES, ENSURING NO REGISTERED SEX OFFENDER WILL BE PERFORMING WORK AT ANY MCPS FACILITY?**

YES \_\_\_\_\_ NO \_\_\_\_\_

**CHECK OFF LIST FOR MANDATORY BID SUBMITTAL**

**Mandatory Submittals Check List:**

- \_\_\_\_\_ **Signed Invitation for Bid, including Non-Debarment Acknowledgement**
- \_\_\_\_\_ **Quotation Form, (pages 1-6)**
- \_\_\_\_\_ **Addendum(s) and Erratum(s) (If any, contractor is responsible to confirm)**
- \_\_\_\_\_ **MBE Attachments A and B**
- \_\_\_\_\_ **Maryland; Construction Business License**
- \_\_\_\_\_ **Letter of Experience and years in Business as specified**
- \_\_\_\_\_ **Surety Letter**
- \_\_\_\_\_ **References**