

**Department of Materials Management
Division of Procurement
MONTGOMERY COUNTY PUBLIC SCHOOLS
45 West Gude Drive, Suite 3100
Rockville, Maryland**

INVITATION FOR BID 9745.2

**MASONRY, WATERPROOFING, RETAINING WALLS AND SIMILAR REPAIRS &
REPLACEMENTS AT VARIOUS FACILITIES**

GENERAL CONDITIONS AND SPECIFICATIONS

I. GENERAL CONDITIONS

A. SCOPE

The work includes performing various types of masonry system repairs/replacements such as but not limited to; Mortar tuck-pointing, masonry wall replacements, thru-wall flashing above windows/doors, expansion caulking, waterproofing, specialty cementitious coatings, retaining walls and storm water management modifications, etc. The contractor must provide all labor, equipment and materials as required making projects complete in all details and in compliance with Montgomery County Public Schools (MCPS) specifications and manufacturer installation instructions. This work shall be performed at various MCPS facilities throughout Montgomery County, Maryland as required.

B. INTENT

1. It is the intention of these specifications to pre-qualify commercial contractors specializing in the masonry trade to fully cover all required materials, equipment and labor to perform all types of work as specified herein. The awarded unit prices will be used for contract award and change orders for various locations as required by MCPS. It is MCPS's intent to have the majority of the work under this bid performed during the months of **June, July and August**. The bidder(s) shall be required to supply sufficient evidence to MCPS that they have the resources to perform as required. MCPS may require the pre-qualified contractor(s) to assist the Division of Maintenance and Operations (DMO) with in-house projects.
2. **Bid 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, ADA, and all other boards or departments having jurisdiction. These regulations and standards will be further considered a part of these specifications and conditions. The contractor shall furnish and install any additional items required by the same, whether or not particularly shown or specified.

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 pre-qualify contractors who will provide proposals for specific projects as required. Project will be awarded to the contractor submitting the most favorable unit prices with consideration being given to any previous performance for the MCPS Board of Education as to quality of service, 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 the 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 suppliers 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 INSPECTIONS

The pre-qualified contractor(s) will be required to inspect the work sites, take measurements and develop proposals based on scope provided by the MCPS project coordinator for each upcoming project. The contractor must report to the main office to contact the MCPS building service manager prior to inspection. When the proposal has been submitted and received, it shall be understood that the work site has been inspected and that the contractor is aware of the needs and conditions under which the work is to be accomplished, including, but not limited to all work required to satisfy and all laws, codes, regulations, etc. that are applicable. After inspection, the contractor(s) 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 Department of Materials Management will be the contractor's authorization to proceed with an approved proposal. All work is to be totally completed on or before the completion date identified and accepted on each proposal. This includes, but is not limited to, final inspections by MCPS staff, all cleaning task, punch-out, etc. Project proposals shall be submitted within five workdays after site inspection to the MCPS project coordinator. Late charges will be deducted for failure to meet any completion/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(s) shall take into consideration that school activities may be taking place (summer school, special activities, etc.) while work for this contract is being performed. Therefore, no work performed by the contractor shall disrupt normal school functions. Any traffic blockages, utility outages, etc., which may be required in the execution of the contractor's work shall be scheduled with the MCPS project coordinator and will required the contractor to perform such work at premium labor times. The intent is to perform projects without closing the building during regular weekday hours. The contractor shall anticipate these occurrences in their proposals, and no changes in price or completion date will be made for such occurrences. The contractor may have to stage/coordinate their work to allow the building to remain occupied.

F. CONTRACT TERM

The term of 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 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 terms. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful bidder ninety days prior to the expiration of the original contract. The bidder will have 10 days from date of notification to return the notice acknowledging its intent to accept or reject the extension. Once the responses are evaluated, MCPS staff may make a recommendation to the Board to extend the contract or decide to rebid. If the contract is extended by the Board, a contract amendment will be issued; however, no purchase order will be issued until extended performance/payment and material bonds have been received by MCPS if applicable.

G. QUANTITIES

MCPS shall not be obligated to purchase any specific quantity. Annual estimated quantities identified on the Quotation Form are subject to change up or down and projects are dependent upon current requirements of MCPS and on budgetary limitation.

H. PROVISION FOR PRICE ADJUSTMENT

Price increased will not be considered for the first year of the contract. Thereafter the successful bidder must submit a written request for price relief. The request for a price increase shall include documentation from the manufacturer to verify the basis for such request. MCPS reserves the right to accept or reject the request as may be determined to be in the best interest of MCPS. Any orders received prior to a request for a price increase shall be honored at the original contract price.

Subsequent to award, the unit price on equipment quoted herein is subject to price adjustment upward or downward in accordance with increase or decreases announced by the manufacturer. The successful bidder must notify the director, of the Division of Procurement of any announced

manufacturer's price reductions and give immediate benefit to MCPS in a proportionate amount.

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 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 buildings as required for the type of work being performed.

J. WARRANTY/SERVICES/REPAIRS

1. The specifications required that all workmanship and materials should be guaranteed for ten years. This includes but not limited to any water leaks where waterproofing and flashing have been installed. Final payment will be made once the installation is complete and accepted by MCPS for each proposal. The warranty shall begin once the MCPS project coordinator has approved and sign the contractor's final invoice for payment.
2. Warranty shall provide for 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 to provide satisfactory warranty service to MCPS will be grounds for exclusion from future bidding.
3. Point of contact may change between the MCPS project coordinator and the contractor when identifying and resolving warranty claims during the warranty period.

K. ASBESTOS INFORMATION

1. **Asbestos Free Materials**

NO MATERIALS PROVIDED SHALL CONTAIN ASBESTOS!!!! All Contractors providing and/or installing any of the building materials listed below shall secure laboratory analysis confirming that materials contain NO ASBESTOS. The cost for testing shall be included in the bid prices offered. After the initial testing has been performed additional annual testing will be required thereafter or immediately upon any change in materials or manufacturers.

- Acoustical ceiling tile,
- Adhesives
- Caulking
- Fire Rated Doors
- Fire Board
- Floor tile and sheet flooring,
- Folding Doors
- Gypsum Panels (Drywall)
- Insulation (All types; roof, HVAC, piping, wall, etc.)
- Mastics
- Plaster
- Roofing System Components e.g. BUR Asphalt, Felts, Cap Sheets, Shingles, etc.
- Spackle
- Toilet Partitions
- Window Glazing

The laboratory performing the analysis must have received U.S. Environmental Protections Agency (EPA) accreditation and be a member of the National Voluntary Laboratory Accreditation Program (NVLAP). The contractor or the manufacturer can have the laboratory testing performed. No other form of confirmation such as Material Safety Data Sheets, manufacturer documentation, historical testing, etc. will be accepted.

The contractor shall provide required laboratory analysis report(s) and a completed “Asbestos Free Material Verification Form” herein (see **APPENDIX H**) **within 15 working days** after receipt of the “Pre-Award Notification” letter for each listed product required in the execution of the scope of work.

2. **Existing Asbestos Materials**

MCPS shall be responsible for all asbestos abatement tasks as may be required regarding existing materials on site. Any questions concerning asbestos materials shall be directed to the Environmental Health Specialist at 240-740-2520.

L. **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 20879. **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, elevators, 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 to determine if they are equal to the proto-type identified. Upon MCPS evaluation of the offered equal to item, it is determined that it is not equal to the proto-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.

M. DESCRIPTIVE LITERATURE

The apparent successful bidder may be required to furnish, **within two working days** after bid opening, sufficient detailed information regarding makes, models, design, etc., of the item(s) offered. The apparent successful 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 to item and attached on separate pages of a brochure. Failure to submit marked descriptive literature may result in disqualification. 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.

N. DEVIATIONS

All responses, meeting the intent of the bid, will be considered for award. Bidders who are deviating from the terms, conditions, and/or specifications shall list such and explain fully on a separate sheet to be submitted with their bid. If these deviations are of a technical nature, the bidder shall supply manufacturer's 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.

O. 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 properly 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.

P. DELIVERY, STORAGE, AND HANDLING

Delivery of materials as required shall be soon as possible, but no later than date identified proposal. Prices shall include all delivery costs as required to ship materials to various locations throughout Montgomery County. MCPS will not be held responsible for any material stored at job sites. All deliveries must be prepaid FOB destination and in no case will collect shipments be accepted. All pricing must be all-inclusive, no travel time or delivery charges will be accepted.

Q. SUBMISSION OF BIDS**1. Bid Documents**

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

a. Quotations are to be entered on the Quotation Form supplied under **APPENDIX I. Faxed quotations are not acceptable. SEALED BID ONLY.** This solicitation shall be valid for acceptance during a period no less than 90 days from date of opening if there is a discrepancy between the unit cost and total cost, the unit cost shall prevail.

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.**

3. Addenda/Errata

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 fax 301-279-3173, or by email to [Laly A Bowers@mcpsmd.org](mailto:Laly_A_Bowers@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

Attachment A and B of the MBE PROCEDURE (**APPENDIX A**) reflecting **minimum 5% MBE participation** shall be submitted with your bid. (*See II Contract Administration* for additional MBE information). **Failure to submit Attachment A and B may disqualify your bid response.**

5. Licenses/Certifications (TO BE SUBMITTED WITH BID)

Contractor(s) shall possess a current **State of Maryland" Construction Business License**. All Contractors' business licenses are issued through the County or Baltimore City, Clerks of the Circuit Court in which your business is located within the State of Maryland. **NOTE:** All out of state bidders must submit an out of state Maryland Construction Business License. Contact the **State License Bureau** <http://www.marylandtaxes.com/> or at 410-260-6240, if additional information is required. **THIS LICENSE MUST BE SUBMITTED WITH THE BID PROPOSAL. Failure to submit contract license will disqualify your bid response.**

6. **Statement of Experience**

The Contractor shall be a highly experienced mason 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.

7. **Bid Bond**

Bids in excess of \$100,000.00 shall be accompanied by a Bid Security in the form of Bid Bonds (A.I.A. Document A310), in the amount of 10% of the bid, naming Montgomery County Board of Education as Obligee. See “**GENERAL CONDITIONS SECTION; R BID SECURITY.**”

8. **References**

See “**GENERAL CONDITIONS SECTION; T. REFERENCES**” for more information

9. **Contractor’s Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities**

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 “may not knowingly employ an individual to work at a school” if the individual is a registered sex offender. Under §11-722 of Criminal Procedure Article of the Maryland Code, 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;

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 sub-contractors 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 § 5-551 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 Division of Procurement 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.

R. BID SECURITY

1. Bids in excess of \$100,000.00 shall be accompanied by a Bid Security in the form of Bid Bonds (A.I.A. Document A310), in the amount of 10% of the bid, naming Montgomery County Board of Education as Obligee. A certified check in the amount of 10% of the bid will be accepted in lieu of the Bid Bond. Where certified check is furnished, the Contractor shall attach the following statement from a Maryland licensed bonding company signed by an authorized representative of the bonding company:

"As surety for the above-named bidder, (name of bonding company) hereby agrees to

furnish the required bonds as specified, on behalf of the Contractor, in the event that such firm be the successful bidder for this project."

2. Bid bonds will be returned upon request to all except the three lowest bidders. After 60 days from the bid opening date, the three lowest bidders can request the return of bid bonds if they have not been notified of the acceptance of their bid.
3. If the successful bidder withdraws their bid or fails to execute and deliver to MCPS the contract and the required bonds within five working days after receipt of the Bid Award, the Bid Security shall be forfeited to MCPS as the result of such failure. **Note: Failure to submit the Bid Security with the bid proposal will be considered a non-responsive bid and will invalidate the bid.**

S. eMARYLAND MARKET PLACE REGISTRATION

Maryland law requires local and state agencies to post solicitations on eMarylandMarketplace. Registration is free. It is recommended that any interested supplier register at <https://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.

T. REFERENCES

Bidders shall provide three references with the bid submission. The references shall have 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 other than MCPS, including bidders currently engaged in business with MCPS.**

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

U. **AWARD CRITERIA**

1. Conformance to specifications and completeness of bid submission
2. Ability to perform
3. Price
4. Past performance
5. Completed quotation form

V. **INQUIRIES**

Inquiries regarding this solicitation must be submitted **in writing**, to Laly Bowers, Buyer II, Montgomery County Public Schools, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850, fax number 301-279-3173 or by email to Laly_A_Bowers@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 will not be responsible for any oral or telephone explanations or interpretations. **Bidder's contact with any other MCPS employee regarding this solicitation until the contract is awarded by the Board will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its bid.** <https://www.montgomeryschoolsmd.org/departments/procurement/vendors.aspx> is the website address 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 or email to resolve and receive clarification with copies to Laly Bowers, Buyer II, and the MCPS Capital Improvement Contracting Supervisor.

W. **SPECIAL CONDITIONS**

1. Audit Provisions – MCPS shall have the right to examine the successful bidder 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 Contracting

Officer. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the contract performance.

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

1. The MCPS Capital Improvements Contracting Office 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 project and 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 authorized staff member.
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 offeror.

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 notifications of award for individual projects with a contract value of \$100,000 or more. This cost shall be included in the proposal.
3. The cost of the bond(s) shall be included in all proposal \$100,000.00 or more by the contractor. **Note: Failure to supply the contract securities a specified will be considered a contract violation and shall be grounds for contract cancellation.**

C. POST BID SUBMISSIONS

1. 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 proposal.**
2. Sub-Contractors
 - a. MCPS must approve all sub-contracting work in advance; the prime contractor shall supply MCPS with the rationale for requesting sub-contracting. It is MCPS intent that the contractor has the in-house resources to perform the primary task and only sub-contract secondary task(s) which they do not specialize in, appropriately, e.g. electrical, mechanical and/or plumbing, etc. The Contractor shall supply a complete list of all sub-contractors and cost of their work for evaluation by MCPS. The list must be submitted within two workdays after MCPS makes the request. Failure to do so **will be grounds for termination of the contract.**

- 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, 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 timely fashion are the Contractor's responsibility and not that of MCPS.
3. Minority Business Enterprise (MBE) in Public Schools
- a. 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 5% MBE goal set** for this bid. On future state funded project(s) that may be performed under this bid, that exceed \$100,000, 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(s).
 - c. Refer to the document, MINORITY BUSINESS ENTERPRISE PROCEDURES, September 22, 2008, included with this bid solicitation package under **APPENDIX A**.
 - d. The Certified MBE Utilization and Fair Solicitation Affidavit (Attachment A) and the MBE Participation Schedule (Attachment B) 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 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 MCPS MBE Liaison, Mrs. Donna Hanson, at 240-314-1031; regarding any other MBE procedure questions. Current listing of the MBE certified Contractors can be obtained http://mbe.mdot.state.md.us/directory/search_select.asp.

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 of contract.

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 Project Coordinator, Division of Design and Construction, preferred electronically via email or regular mail to the Project Coordinator, Montgomery County Public Schools, **45 West Gude Drive, Suite 4300, Rockville, Maryland 20879** for payment approval. **All invoices shall identify pertinent information such as purchase order number and building name where work was performed.** The MCPS Project Coordinator shall submit invoices and receiving reports to the Division of Controller to process payments, 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 A, 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 ARE STILL REQUIRED TO HAVE THIS FORM ATTACHED AND IDENTIFY NO MBE PAYMENTS 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 contract cost. The remaining balance will be paid upon MCPS acceptance of the project as being 100% complete 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 and accepted by the MCPS Project Coordinator.

- d. Partial payment invoices shall be accompanied by a 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, pay all fees, and certify that other required permits have been obtained prior to commencing work. 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 FUNDED CONSTRUCTION PROGRAM PROJECTS THAT EXCEED \$100,000.** The Contractor shall supply and install the sign as specified herein in **APPENDIX C** on the project site. The Contractor has the option of making a specified sign or obtaining the sign from State MCE Sign Platt (a State Agency) at 410-799-5102 or 5103. The current price from Maryland Correctional Enterprises for this sign is \$525.00 with 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 the 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 shall provide to the MCPS Project Coordinator with 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.
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. 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. All workers without an MCPS badge 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 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.
6. All work shall be scheduled to the mutual satisfaction of the School Administration and the MCPS Project Coordinator to avoid conflicts with school activities.
7. Work area must be left clean and ready for use after the installation. The Contractor must remove all debris generated by the work from the premises daily, adhering to **Montgomery County Solid Waste and Recycling Regulation No. 15-04 AM, COMCOR 48.00.03**. The Contractor shall track all recyclable materials such as metal, concrete, asphalt, cardboard, etc. and provide to MCPS recyclable amounts by weight as requested.
8. 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 (MOSHA) and the Occupational Safety and Health Administration Hazard Communication Standards (OSHA) must be followed.
9. 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 re-sodded; damaged shrubs and trees shall be replaced.
10. **Failure to perform in accordance with MCPS specifications, drawings and industry standards may result in the Contractor being removed from the approved bidder list to receive future Invitation For Bid for a period of two years.**

H. CHANGES IN THE WORK

1. Should alterations or changes be necessary 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 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 as they deem necessary, with an explanation of justification. 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 overhead, bonds, fringe benefits, union fees, 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 & 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 and profit or labor materials. Sub-Contractors proposals submitted to MCPS must be itemized showing labor hours/cost and itemized materials cost. NON-ITEMIZED PROPOSAL WILL NOT BE CONSIDERED BY MCPS.

3. The Contractor shall furnish supporting documentation with all Change Order Request, 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 costs, man-hours, rates, supervision, overhead, and profit, shall be applied equally to all credits.

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, the 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, 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. 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 by MCPS. 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 and secures 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 Improvements Contracting Office Supervisor will represent MCPS in the execution of this contract. No changes in contract conditions or specifications will be made without the Contracts Office Supervisor's approval and authorization by the Director of the Division of Procurement.
2. After award, there will be an MCPS Project Coordinator assigned to each project that will handle the day-to-day operation and installation coordination. Scheduling work on site after an award of contract must be made through the MCPS Project Coordinator.
3. The MCPS Project Coordinator is 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, copy to the Division of Procurement;
 - g. Prepare required reports;
 - h. Approve or reject invoices for payment and submitted construction schedules;
 - i. Recommend contract modifications or terminations to the MCPS Contracting Supervisor, copy to the Division of Procurement;
 - j. Issue notices to the Contractor to proceed with the project after receiving signed Change Order as required.
4. The MCPS Project Coordinator is **NOT** authorized to make any determination that alter, modify terminate or cancel the contract, effect procurement, interpret ambiguities in the contract language, or waive MCPS contractual rights.

L. QUALITY ASSURANCE

1. The Contractor shall perform all work in accordance with MCPS specifications herein and the manufacturer's installation procedures, industry standard, and in compliance with all applicable codes.

2. The successful Contractor shall have been in business a minimum of five years, and have a minimum of five years experience performing the type of work specified herein. **Appropriately licensed trade persons shall perform all trade work. A copy of these licenses must be submitted to the MCPS Project Coordinator prior to performing any work. The Bidder shall provide a letter with the bid response, verifying the number of years in business and years of experience performing the type of work required herein.**

M. 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 proposal **completion date** as to afford the Contractor time to rectify punch list corrections. Before calling for a punch-out, work shall be completed and all areas shall be clear of construction materials and debris.
 - b. During punch-out, the following individuals 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 the 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.

III.DETAILED SPECIFICATIONS**A. GENERAL SCOPE**

1. The work includes performing various types of masonry repairs/replacements such as but not limited to; Mortar tuck-pointing, masonry wall replacements, thru-wall flashing above windows/doors, expansion caulking, masonry/cementitious coating systems, waterproofing, retaining walls, footings, foundations and related drainage system etc. The Contractor must provide all labor, equipment and materials as required making projects complete in all details including the removal and disposal of existing exterior and interior finishing systems and in compliance with MCPS specifications herein and manufacturer installation instructions. The proposal shall identify completion dates, brief description of the scope of work and number of work days required to perform the project.

The Contractor shall be responsible to make the work site area safe for all persons coming in and out of the building, as necessary, i.e. temporary canopies, safety fencing, etc., as deemed required by the law and/or instructed by the MCPS Project Coordinator. This work shall be performed at various MCPS facilities throughout Montgomery County, Maryland as required.

2. **REMOVAL**

The Contractor shall perform removal and disposal of existing equipment and materials as required, the removal cost shall be included in proposal for each project. MCPS reserves the right to retain any and all equipment. Items not retained become the property of the Contractor for disposal. The Contractor must notify the MCPS Project Coordinator, five (5) days prior to removal of approved items. The MCPS Project Coordinator shall examine all items prior to removal from the premises.

3. **AREA PROTECTION AND CLEAN-UP**

- a. The Contractor shall take all necessary steps and precautions to cover, protect and prevent damages from surrounding work areas. Contractor shall protect and secure all existing adjacent building surfaces with H.D. Poly and/or plywood to prevent damages before removal and installation process starts.
- b. The Contractor shall restore all affected areas to their previous state after installation is complete.

4. **DAMAGES**

All damage to MCPS property by the Contractor shall be the responsibility of the Contractor to make repairs and/or provide and install replacements at the Contractors cost to the satisfaction of MCPS. This shall include but not limited to damage to turf, trees, shrubs, building, fencing, concrete, asphalt, etc.

B. GENERAL SPECIFICATIONS

1. The Contractor shall perform all types of masonry repairs, replacement, pointing and thru-wall flashing in accordance with MCPS specifications, product manufacturer's instruction and masonry industry standards.

2. Flood Testing

The Contractor shall verify leak(s) by performing a sixty-minute maximum flood test utilizing pressurized water, as instructed by the MCPS Project Coordinator. The area to be tested will not exceed the sixty-minute time frame. The MCPS Project Coordinator shall be present when performing this test.

3. Thru-Wall Flashing (See **APPENDIX G**, typical flashing detail drawing)

- a. Remove and discard the masonry material necessary to allow for the installation of the new flashing.
- b. Flashing must be **Perma-Barrier 40 mil. self-adhering as manufactured by W.R. Grace, or MCPS approved equivalent.**
- c. New aluminum drip edge to be .032" and shall match existing building color.
- d. Mastic to be "lap sealant" manufacture by **W.R. Grace or MCPS approved equivalent.**
- e. Weep material shall be cotton sash cord, or Mortar Net weep vents by Mortar Net USA LTD or MCPS approved equal.
- f. New masonry units installed shall match existing. Sample shall be submitted to MCPS Project Coordinator for approval before installation.
- g. Masonry mortar to match existing.

4. Waterproofing

- a. Tuck point the cracked or missing mortar joints directly affecting the adjacent areas to be waterproofed and/or flashed. Color of mortar must match existing.
- b. All joints are to be ground out by means of mechanical grinder to a minimum depth of 1/4".
- c. Clean all new and pointed masonry with **Sure Kleen product**, or MCPS approved equivalent, after masonry has cured. **"Use of any type acid is strictly prohibited."**
- d. Install two coats of **Enviroseal 40 sealer** or MCPS approved equal. Surrounding areas must be protected and product must not etch glass. Waterproofing application must be a method recommended by the manufacturer.

5. Expansion Caulking

- a. Caulking must be **Sika or Sonneborn** brands only.
- b. Remove existing butyl caulking.
- c. Prime area(s) to be caulked with **Toluene** or an MCPS approved equal product.
- d. Install new caulking and tool to a desirable appearance.
- e. All areas must be dry at time of application.

6. General Masonry

- a. All masonry cement shall conform to ASTM Spec. 270.
- b. All masonry units shall conform to ASTM Spec. 216.
- c. All units shall be laid plum, level, and “true to line”.
- d. Brick and masonry cement shall match existing facility. Samples are to be submitted to the MCPS Project Coordinator for approval prior to commencement of work.

7. Mortar Net

- a. Follow manufacturer installations requirement as outline on the manufacturers website: (www.mortarnet.com click on Products/Mortarnet/Installation)

8. Mortar Net Weep Vents

- a. Follow manufacturer installations requirement as outline on the manufacturers website: (www.mortarnet.com and click on Products/Weep Vents/Installation)

9. Parapet Wall Coping

- a. Coping shall be pressure treated blocking same width as wall bolted with J Bolts at 36.” O.C. caped off with standing seam alum coping.
- b. Follow manufacturer installations requirement as outline on the manufacturers website: (www.arriscraft.com and click on Commercial USA/products/Arris.cast)

10. Masonry Units only brand approved

- a. Renaissance units shall be manufactured by Arriscraft International.
- b. Follow manufacturer installations requirement as outline on the manufacturers website: (www.arriscraft.com and click on Commercial SA/Products/Renaissance)

11. Drawing

The drawing, **APPENDIX G**, attached herein, is intended as a typical flashing detail for bidding purposes only. Work performed under this contract will be similar but not identical as illustrated.

C. **GENERAL SPECIFICATIONS FOR CEMENTITIOUS SYSTEMS**

1. Contractor shall provide and install exterior and interior specialty cementitious systems, including all required labor and materials such as, but not limited to, ceilings, facades, soffits, caulking, floors, metal wrap and concrete coating systems that are complete and installed as specified.

2. Approved Manufacturer

Bidders shall provide pricing for the approved manufacturers as identified on the quotation form herein, under **APPENDIX I**. After award, any deviation or substitution from manufacturer specified products shall be approved by the MCPS Project Coordinator before installation. The Contractor will remove any unapproved product at no cost to MCPS.

3. Installationa. Cement Floor

Install materials in accordance with manufacturer's printed instructions, and to comply with all governing regulations, codes and standards applicable to the work. **Polymer Modified Cement Flooring**, on the Quotation Form **I** is to be based on 1" depth of Polymer modified cement minimum 4000 PSI as per ASTM C-109.

b. Temporary Barrier

Temporary Barrier Wall shall be constructed of 2" x 4" lumber and heavy duty poly securely fastened and stable to protect persons from entering work areas, etc.

4. Shop Drawings

See **APPENDIX G** for detailed drawings of typical canopy/ceiling. All work shall be performed following established installation standards and procedures. Gypsum board for soffit shall be 5/8" exterior grade fire code board.

5. Submittals

The MCPS Project Coordinator may request submittals and/or shop drawings for assigned projects and products. The Contractor shall provide submittals/shop drawings within three days upon MCPS request.

D. DETAILED SPECIFICATIONS FOR MASONRY WALLS AND RELATED SYSTEMS

1. This section of the specifications applies to and forms a part of all sections covering labor and material for the installation of retaining walls, foundations, footings, soil excavation, storm drainage pipes, and all other related work and materials including all required excavation work necessary. The Contractors shall have readily available both large and small excavation equipment as required to perform specified work. The Contractor will be required to submit a proposal based on awarded unit prices to perform approved work at various locations throughout MCPS. The proposal shall identify completion dates, brief description of the scope of work and number of work days required to perform the project. All work is to be performed in accordance with the latest edition of the State of Maryland, Department of Transportation, State Highway Administration Standards, Maryland-National Capital Park and Planning Commission and Specifications for Construction Materials, ASTM Standards, Maryland Department of the Environment and/or as specified herein. Whichever is more stringent and selected by the MCPS Project Coordinator; these identified publications when selected shall further be considered a part of these specifications and conditions.

2. **Approved Manufacturer Brands – Segmental Block Walls**

The manufactures identified below will be the only manufacturers accepted at this time:

- a. **Allan Block**
- b. **E P Henry**
- c. **Keystone**
- d. **Versa – Lok**
- e. **Cornerstone**

3. **General Construction Requirements**

- a.. All materials must be approved before proceeding with construction of any project.
- b. Epoxy will be **SIKA brand high mod 35 or equal**, as approved by the MCPS Project Coordinator.
- c. Steel rebar shall be **grade 60/ #5**.
- d. All walls to match existing in color, thickness, height, and length unless changes are approved by the MCPS Project Coordinator.
- e. Concrete grout to be **pre-mix Portland cement with 3,000 psi**.
- f. Concrete Masonry Unit (CMU) to meet industry standard
- g. Masonry cement to be **Type S as per ASTM C-270**.

- h. Masonry units to match in color and size and meet ASTM C-270 standard. Bidder shall include brick of various color and cost.
- i. All masonry walls shall have **Dur-o-wal truss wall ties or MCPS approved equal**, as approved by the MCPS Project Coordinator.
- j. All masonry walls shall have **W. R. Grace Perma-Barrier or MCPS approved equal 40 mil**, as approved by the MCPS Project Coordinator, **Neopreme flashing** continuous length with cloaked corners and weeps installed at 8" or less from top of wall.
- k. Wall membrane shall be **Bituthane 3000 by W/ R. Grace or MCPS approved equal**, as approved by the MCPS Project Coordinator.
- l. Wall hydroduct drainage board 220 shall be **W. R. Grace or MCPS approved equal**, as approved by the MCPS Project Coordinator.
- m. Concrete footings and monolithic walls shall meet all local codes and ASTM Standard C-94.
- n. Masonry retaining wall drainage sleeves shall be **3" schedule 40 PVC pipe at 4' on center**.
- o. Drain tile shall be **flex 4" perforated by ADS or MCPS approved equal**, as approved by the MCPS Project Coordinator, **with a 12" #57 stone bed leading to daylight or storm drain as needed**.
- p. Pre-cast or poured in place concrete caps shall be a **minimum 4000 psi**.
- q. Poured in place concrete caps shall have **2- #4 steel rebar continuous**.
- r. Segmental retaining walls shall meet industry standard.
- s. Segmental retaining walls shall be installed as per manufacturer's instructions and detailed drawing.
- t. All CR6 stone installed, shall be compacted to a minimum of 95%.
- u. All PVC schedule 40 gasketed storm drainpipes installed, shall meet industry standards.
- v. Grass seed and sod formulas for each area to be seeded or sodded shall be **certified by the Maryland Department of Agriculture and approved by MCPS. Contractor is responsible to provide required fertilizer, watering, etc. to provide a healthy stand of turf for each project**.
- w. Straw must be clean and free of any weed seeds.
- x. Mulch shall be **shredded hardwood bark to a depth of 3"**.
- y. Ground cover plants to be **Vinca or Pachysandra**.

- z. Landscape felt or paper must meet landscaping industry standards, and be approved by the MCPS Project Coordinator.
- aa. Pre-cast concrete or built-in place concrete or masonry storm drain inlet boxes or structures shall meet industry **standard**.
- bb. Cast iron trench drains to meet latest industry standard.
- cc. New concrete swales to be **4000-psi fiber reinforced with air entrainment**.
- dd. New graduated concrete drains to be **3000-psi concrete**.
- ee. New swaled concrete to meet ADA requirements when combined with sidewalk.
- ff. All footings must be a minimum of 30" below finished grade.
- gg. All new Concrete, HDPE storm drain pipe, and storm drain structures must meet standards described in the Intent Section of detailed specifications on page 20.
- hh. Geotextyle Fabric by **Marafi** or **MCPS approved equal**.
- ii. Geogrid Soil reinforcement by **Marafi** or **MCPS approved equal**.
- jj. Playground engineered mulch shall be manufactured by Wood Carpet.
- kk. Constructions safety fencing to be 72" chain link galvanized.
- ll. Soil erosion blanket to be **Curlex CL** or **MCPS approved equal**.
- mm. Provide Maryland licensed civil and structural engineering services as requested by MCPS to develop project designs and provide stamped drawings.

4. **Excavation Requirements**

The Contractor shall perform the tasks and provide the materials as identified below:

- a. Execute temporary soil erosion and sediment control measures as required by Maryland Department of the Environment (MDE).
- b. Furnish and install silt fence and storm drain inlet protection as required by MDE.
- c. 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.**
- d. Stay within MCPS property lines, MCPS staff will identify these boundaries as requested.

- e. Remove unsuitable rocks or debris before reusing. Must be approved by MCPS Project Coordinator.
- f. Prevent water saturation of soil while stock piled.
- g. Re-use or remove existing soil from site in an appropriate manner. This will be determined by site Coordinator and MCPS Project Coordinator.
- h. New top soil must be free of rocks and/or debris and must be approved by the MCPS Project Coordinator before use.
 - I. Top soil, shall be Hal-Cal Turf Enhancer, or other MCPS approved organic matter materials, and are to be applied prior to final tillage or aerating.
 - II. Add screened top soil or organic matter evenly over soil surface to the depth required by the MCPS Project Coordinator and incorporated uniformly into the top 3” of sub-soil.
 - III. **All materials shall be free of noxious weeds as described in the Maryland Seed Law, Turf Grass Law or Noxious Weed Law.**

APPENDIX A

SECTION 00801 – MINORITY BUSINESS ENTERPRISE PROCEDURES

MINORITY BUSINESS ENTERPRISE PROCEDURES FOR STATE FUNDED PUBLIC SCHOOL CONSTRUCTION PROJECTS

Revised JUNE 2008

**Approved by the Montgomery County Board of Education
on October 1, 2017**

These procedures supersede the latest procedures which were previously approved July 6, 2005.

**DATE OF ORIGINAL APPROVAL: September 22, 2008
DATE OF REVISION: October 1, 2017**

These procedures were approved by the Interagency Committee on School Construction on June 26, 2008, revised October 1, 2017, and shall be utilized by each public school system in Maryland as a condition for the receipt of State funds through the Public School Construction Program.

The effective date for implementation for projects in Montgomery County is October 11, 2017.

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

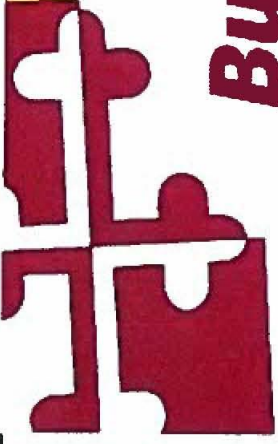
STATE PROJECT IDENTIFICATION SIGN

AND INSTRUCTIONS

(2 Pages)

APPENDIX C

CONSTRUCTION SIGN FOR STATE FUNDED
SCHOOL CONSTRUCTION PROJECTS



Larry Hogan, Governor
Boyd Rutherford, Lt. Governor

Building Bright
Futures in Maryland

The State of Maryland and the _____ **Board of Education are:**
(State Jurisdiction)

_____ **the** _____ **SCHOOL**
(Select from Page E-1A)

_____ (Enter School Name)

Public School Construction Program **Architect:** _____

The Maryland General Assembly
Michael E. Busch, Speaker of the House
Thomas W. Mike Miller, Jr., President of the Senate

Contractor: _____ (Name of Firm)

Board of Public Works
Larry Hogan, Governor
Peter Franchot, Comptroller
Nancy K. Kopp, Treasurer

72"

96"

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
- Replacing the Boilers at
- Replacing the Windows at

APPENDIX D

MCPS EMERGENCY CRISIS PROCEDURE, SHELTER/LOCKDOWN

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 to 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 an *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 E

Montgomery County Public Schools Division of Maintenance

CHANGE ORDER FORM # _____

Facility: _____ Projects Name: _____

Contractor: _____ Date: _____

☐ Change to original scope of work ☐ Additional work

General description of work to be performed:

Attach detailed proposal with change order		FOR THE TOTAL SUM OF: \$

Changes to the Contract:

The original contract sum was:	\$
Total amount of this change order	\$
Total original contract amount plus or minus previous approved change orders:	\$
Total contract amount including this change order	\$

Completion Date: _____ Work Order #: _____

Notice: Acceptance of this change order does not alter the contract completion date. If this change order has any effect on the contract completion date, additional documentation shall be submitted to MCPS as specified.

(MCPS Representative Approval)

(Date)

(MCPS Contract Supervisor Approval)

(Date)

(Authorized Contractor Representative Acceptance)

(Title)

(Date)

APPENDIX F

**Montgomery County Public Schools
Division of Maintenance**

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 shall be deducted from the Contractor's final invoice.

(MCPS Representative Approval)

(Date)

(Authorized Contractor Representative Acceptance)

(Date)

(MCPS Contracts Office Supervisor Approval)

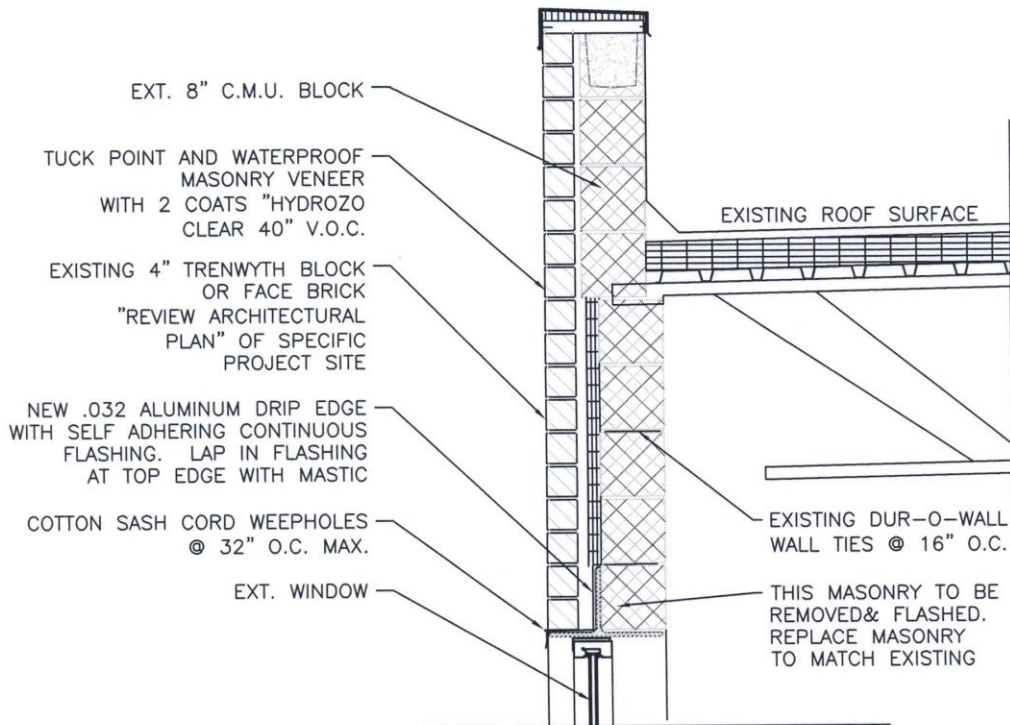
(Date)

APPENDIX G

TYPICAL FLASHING DETAIL DRAWING

(2 Pages)

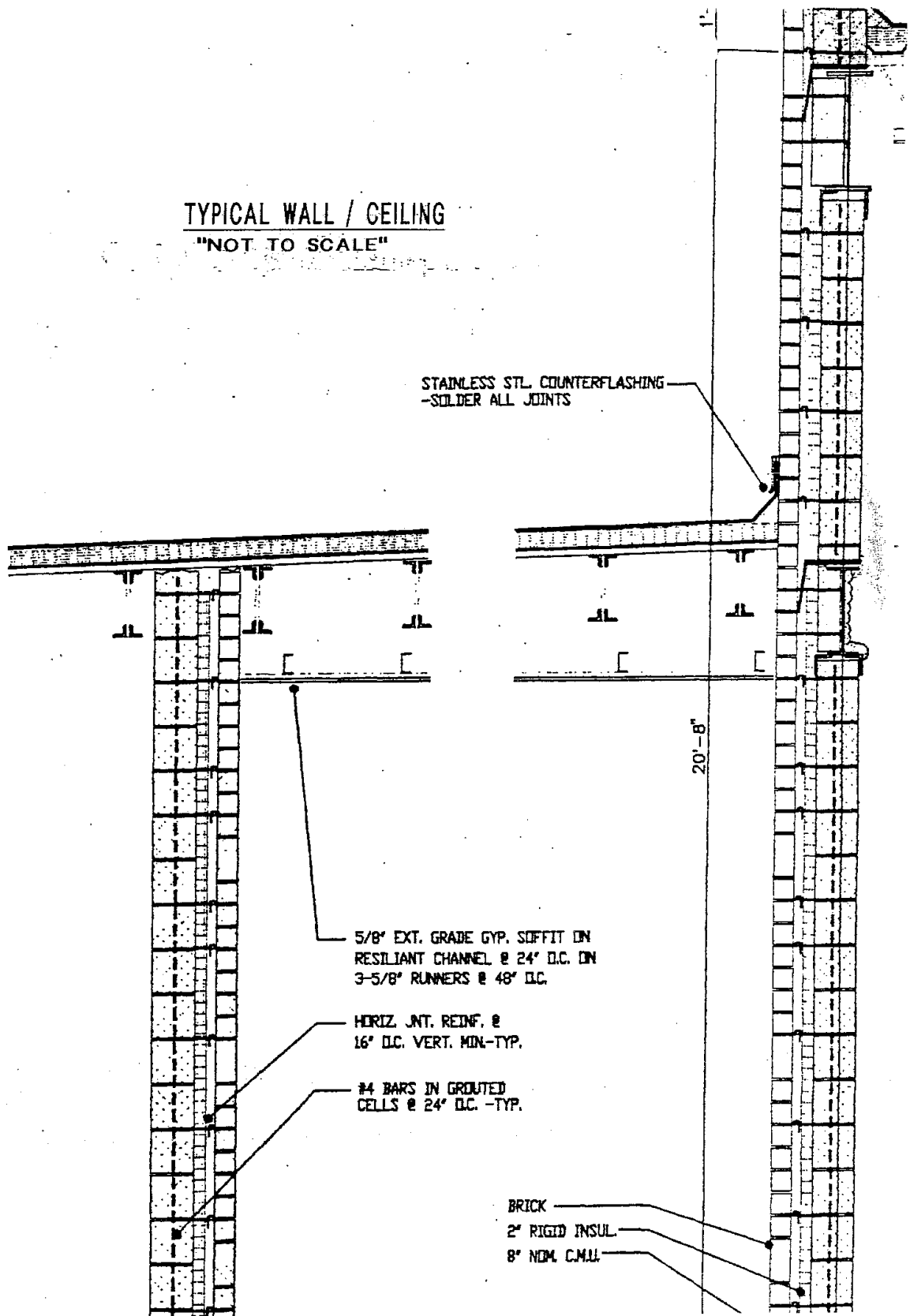
APPENDIX G
TYPICAL FLASHING DETAIL DRAWING
(1 PAGE)



A TYPICAL FLASHING DETAIL

3/4" = 1'-0"

TYPICAL WALL / CEILING
"NOT TO SCALE"



APPENDIX H

ASBESTOS FREE MATERIAL VERIFICATION FORM

PRODUCT TYPE: _____

MANUFACTURERS: _____

MODEL NUMBER TESTED: _____

SUPPLIER: _____

LOT/PRODUCTION NUMBER TESTED: _____

The undersigned contractor certifies that the building materials identified above have been tested in accordance with the bid documents and the EPA requirements. **The EPA accredited laboratory analysis report is attached** that confirms these materials do not contain asbestos.

The laboratory performing the analysis must have received U.S. Environmental Protections Agency (EPA) accreditation and be a member of the National Voluntary Laboratory Accreditation Program (NVLAP). No other form of confirmation such as Material Safety Data Sheets, manufacturer documentation, historical testing, etc. will be accepted. A list of EPA accredited laboratories can be found at <http://ts.nist.gov/standards/scopes/programs.htm>

The contractor or the manufacturer can have the laboratory testing performed. The cost for testing shall be included in the bid prices offered.

Below is a list of materials of concern that require laboratory analysis.

- Acoustical ceiling tile,
- Adhesives
- Caulking
- Fire Rated Doors
- Fire Board
- Floor tile and sheet flooring,
- Folding Doors
- Gypsum Panels (Drywall)
- Insulation (All types; roof, HVAC, piping, wall, etc.)
- Mastics
- Plaster
- Roofing System Components e.g. BUR Asphalt, Felts, Cap Sheets, Shingles, etc.
- Spackle
- Toilet Partitions
- Window Glazing

Contractor

Contractor Representative

Invitation to Bid #

Date

APPENDIX I

QUOTATION FORM

COMPANY NAME: _____

Bidder shall supply all required information for each line item. Bidders **must** submit one price for each line item. No partial bids will be allowed. **DO NOT ALTER THE QUOTATION FORM IN ANYWAY! Failure to comply with the above will be considered non-responsive and disqualify your bid. Prices offered below are to be all-inclusive, including but not limited to; mobilizations materials, equipment, removal, preparation tasks and installation labor cost, etc.**

Rates: **Regular rate** cost will represent work performed Monday through Friday, 6:00 AM until 5:59 PM. **Overtime rate** will represent work performed Monday through Friday 6:00 PM until 5:59 AM including weekends and all MCPS holidays.

Calculate the **total cost column** for each line item by multiplying the quantity by the combined **Regular and Overtime Rates**. (Sample calculation: Quantity 100 x Regular Rate at \$1.00 + Overtime Rate \$2.00 equals Line Item Total cost of \$300.00). **This basis of award will be the total cost of all combined line items as identified under Item #127 Labeled total Bid Cost for all line items.**

ITEM #	DESCRIPTION	BRAND OR MANUFACTURE	UNIT	ESTIMATE D QUANTITY	UNIT COST REG. RATE	UNIT COST OVERTIME	TOTAL COST REG. AND OVERTIME RATE
1	Verify Leak(s) By Means of 60 minute Flood Test as Specified	N/A	Each	10 Locations	\$	\$	\$
2	Install New Flashing and Masonry, including. Removal & Disposal of Existing Masonry (Note: Estimated 1,000 sq. ft. may be divided among approx. 5 locations annually.)	N/A	Sq. Ft.	1,000	\$	\$	\$

QUOTATION FORM- CONTINUED (Page 2 of 22)

COMPANY NAME: _____

ITEM #	DESCRIPTION	BRAND OR MANUFACTURE	UNIT	ESTIMATED QUANTITY	UNIT COST REG. RATE	UNIT COST OVERTIME	TOTAL COST REG. AND OVERTIME RATE
3	Grind and Tuck Point Cracked and Missing Mortar Joints (Note: Estimated 15,000 sq ft. may be divided among approx. 8 locations annually)	N/A	Sq. Ft.	15,000	\$	\$	\$
4	Masonry Cleaning (Note: Estimated 15,000 sq ft. may be divided among approx. 8 locations annually)	N/A	Sq. Ft.	15,000	\$	\$	\$
5	Apply two Coats of Masonry Waterproofing (Note: Estimated/ 5,000 sq ft. may be divided among approx. 8 locations annually)	N/A	Sq. Ft.	15,000	\$	\$	\$
6	Remove and Replace Butyl Caulking	N/A	Ln. Ft.	1,000	\$	\$	\$
7	Remove and Replace typical standard brick	N/A	Sq. Ft.	2,000	\$	\$	\$

QUOTATION FORM- CONTINUED (Page 3 of 22)

COMPANY NAME: _____

ITEM #	DESCRIPTION	BRAND OR MANUFACTURE	UNIT	ESTIMATED QUANTITY	UNIT COST REG. RATE	UNIT COST OVERTIME	TOTAL COST REG. AND OVERTIME RATE
8	Remove and Replace typical block masonry units. Standard Brick/8" x 16" Block Units	N/A	Sq. Ft.	2,000	\$	\$	\$
9	Window/Doors, appropriate covering with H.D. Poly and/or Plywood and cleaning	N/A	Sq. Ft.	2,000	\$	\$	\$
10	Install New Mortar Net and Mortar Net Weep Vents to New Masonry Walls	N/A	Sq. Ft.	1,000	\$	\$	\$
11	Install New Mortar Net Weep Vents to Existing Masonry Walls	N/A	Each	500	\$	\$	\$
12	Remove existing brick caps or sills and replace with Arris-cast by Arriscraft International	N/A	Sq. Ft.	200	\$	\$	\$
13	Install new Renaissance Masonry Units by Arriscraft (Standard colors only)	N/A	Sq. Ft.	500	\$	\$	\$
14	Install new opening for (door, window, or passage to include header for CMU wall up to 12" Thick (door/window not included)	N/A	Sq. Ft.	1,000	\$	\$	\$
15	Install new brick treads and risers over existing concrete steps	N/A	Sq. Ft.	500	\$	\$	\$

QUOTATION FORM- CONTINUED (Page 4 of 22)

COMPANY NAME: _____

SPECIALTY CEMENTITIOUS COATINGS

ITEM #	DESCRIPTION	BRAND OR MANUFACTURE	UNIT	ESTIMATED QUANTITY	UNIT COST REG. RATE	UNIT COST OVERTIME	TOTAL COST REG. AND OVERTIME RATE
16	Removal of Existing EIF Materials/Systems	N/A	Sq. Ft	15,000	\$	\$	\$
17	Pre-finished metal wrap .032 thick standard colors" White or Brown	Alcoa	Sq. Ft.	5,000	\$	\$	\$
18	Galvanized 4" Studs - 16 gauge	USG	Ln. Ft.	2,000	\$	\$	\$
19	Galvanized 6" Studs 16 gauge	USG	Ln. Ft.	2,000	\$	\$	\$
20	Hat Channel 7/8" 20 gauge	USG	Ln. Ft.	2,000	\$	\$	\$
21	Cold Rolled 1-1/2" C Channel 16 gauge	USG	Ln. Ft.	2,000	\$	\$	\$
22	Hanging Wire 9 gauge	USG	Ln. Ft.	1,000	\$	\$	\$
23	Galvanized 1/2" Stop Bead 20 gauge	USG	Ln. Ft.	1,000	\$	\$	\$

QUOTATION FORM- CONTINUED (Page 5 of 22)

COMPANY NAME: _____

ITEM #	DESCRIPTION	BRAND OR MANUFACTURE	UNIT	ESTIMATED QUANTITY	UNIT COST REG. RATE	UNIT COST OVERTIME	TOTAL COST REG. AND OVERTIME RATE
24	Galvanized 5/8" Stop Bead 20 gauge	USG	Ln. Ft.	1,000	\$	\$	\$
25	Galvanized 1/2" Corner Bead 20 gauge	USG	Ln. Ft.	1,000	\$	\$	\$
26	Galvanized 5/8" Corner Bead 20 gauge	USG	Ln. Ft.	1,000	\$	\$	\$
27	Galvanized Control Joint 20 gauge	USG	Ln. Ft.	1,000	\$	\$	\$
28	Pac-Clad Model # 750 Soffit System	Owens Corning	Sq. Ft.	2,500	\$	\$	\$
29	Fiberglass Insulation R-13 Unfaced	Owens Corning	Sq. Ft.	2,500	\$	\$	\$
30	Fiberglass Insulation R-19 Unfaced	Owens Corning	Sq. Ft.	2,500	\$	\$	\$
31	Fiberglass Insulation R-30 Unfaced	Owens Corning	Sq. Ft.	2,500	\$	\$	\$

QUOTATION FORM- CONTINUED (Page 6 of 22)

COMPANY NAME: _____

ITEM #	DESCRIPTION	BRAND OR MANUFACTURE	UNIT	ESTIMATED QUANTITY	UNIT COST REG. RATE	UNIT COST OVERTIME	TOTAL COST REG. AND OVERTIME RATE
32	Fiberglass Insulation R-19 Foil Faced	Owens Corning	Sq. Ft.	2,500	\$	\$	\$
33	Fiberglass Insulation R-30 Foil Faced	Owens Corning	Sq. Ft.	2,500	\$	\$	\$
34	Cement Board ½ Thick	USG	Sq. Ft.	10,000	\$	\$	\$
35	Fire Proof Gypsum Board 5/8" Thick	Add USG Firecode x or NGC Gold Bond	Sq. Ft.	2,500	\$	\$	\$
36	Joint Cement: Durabond 45 or Durabond 90 (Exterior)	USG	Per Coat Ln. Ft.	2,000	\$	\$	\$
37	Master Seal 583 or Master Protect P-100 Mold Resistant Primer Coating	BASF Building Systems	Per Coat Ln. Ft.	10,000	\$	\$	\$
38	Master Seal 581 Base Coat	BASF Building System	Per Coat Sq. Ft.	10,000	\$	\$	\$
39	Master Protect HB 400 Finish Coating	BASF Building System	Per Coat Sq. Ft.	20,000	\$	\$	\$
40	Red Oxide Exterior Metal Primer Coating	Rustoleum	Per Coat Sq. Ft.	1,000	\$	\$	\$

QUOTATION FORM- CONTINUED (Page 7 of 22)

COMPANY NAME: _____

ITEM #	DESCRIPTION	BRAND OR MANUFACTURE	UNIT	ESTIMATED QUANTITY	UNIT COST REG. RATE	UNIT PRICE OVERTIME	TOTAL COST REG. AND OVERTIME RATE
41	Metal Exterior Paint Finish Coating	Rustoleum	Per Coat Sq. Ft.	1,000	\$	\$	\$
42	Textured Finish Coating: Fine Sand (Standard Color)	Sto Corporation	Sq. Ft.	5,000	\$	\$	\$
43	Textured Finish Coating: Medium Sand (Standard Color)	Sto Corporation	Sq. Ft.	5,000	\$	\$	\$
44	Silicone, Decorative, Weatherproof Coating: StoSilco Lastic	Sto Corporation	Per Coat Sq. Ft.	5,000	\$	\$	\$
45	Install 5/8" CDX Fire Treated Plywood	N/A	Sq. Ft.	5,000	\$	\$	\$
46	Surface Prep. Stripping w/Mechanical Wire Wheel	N/A	Sq. Ft.	1,000	\$	\$	\$

QUOTATION FORM- CONTINUED (Page 8 of 22)

COMPANY NAME: _____

ITEM #	DESCRIPTION	BRAND OR MANUFACTURE	UNIT	ESTIMATED QUANTITY	UNIT COST REG. RATE	UNIT COST OVERTIME	TOTAL COST REG. AND OVERTIME RATE
47	Concrete Shot Blasting (including Edging)	N/A	Sq. Ft.	10,000	\$	\$	\$
48	Concrete Coating: Sto Coat Acryl Medium-657	Sto Corporation	Per Coat Sq. Ft.	10,000	\$	\$	\$
49	Polyurethane Concrete: Vulkem 360NF/351NF Standard Colors	Tremco	Per Coat Sq. Ft.	5,000	\$	\$	\$
50	Removal of Terrazzo Flooring/Concrete Substrate 1" Thick	N/A	Sq. Ft.	10,000	\$	\$	\$
51	Install Polymer Modified Cement 1" Thick	Sika	Sq. Ft.	20,000	\$	\$	\$
52	Install Polymer Modified Structural Cement 1" Thick	Sika	Sq. Ft.	2,000	\$	\$	\$
53	High Performance Exterior Finish System Base Coat ASTM C-475	USG	Per Coat Sq. Ft.	20,000	\$	\$	\$
54	Apply High Performance Exterior Finish System Finish Coat ASTM C-475	USG	Sq. Ft.	20,000	\$	\$	\$

QUOTATION FORM- CONTINUED (Page 9 of 22)

COMPANY NAME: _____

ITEM #	DESCRIPTION	BRAND OR MANUFACTURE	UNIT	ESTIMATED QUANTITY	UNIT COST REG. RATE	UNIT COST OVERTIME	TOTAL COST REG. AND OVERTIME RATE
55	2 x 4 Studs with 6 Mil temporary Plastic, Stable Barrier Walls as specified	N/A	Sq. Ft.	10,000	\$	\$	\$
56	Remove and Reinstall Existing Light Fixture	N/A	Each	25	\$	\$	\$
57	Remove and Reinstall Polyurethane Joint Sealant: Dymonic FC	Tremco	Ln. Ft.	2,000	\$	\$	\$
58	Install New Dymonic FC Polyurethane	Tremco	Ln. Ft.	500	\$	\$	\$
59	Install Polystyrene 2" Insulation	Dow Corning	Sq. Ft.	500	\$	\$	\$
60	Honing of Concrete Floor w/Diamond Cup Grinder	N/A	Sq. Ft.	10,000	\$	\$	\$
61	Installation of Transparent Concrete Sealer	Euclid	Sq. Ft.	10,000	\$	\$	\$
62	Pac-Clad Model # 750 Soffit System	Peterson Aluminum	Sq. Ft.	5,000	\$	\$	\$

QUOTATION FORM- CONTINUED (Page 10 of 22)

COMPANY NAME: _____

RETAINING WALLS AND STORM WATER MANAGEMENT MODIFICATIONS

ITEM #	DESCRIPTION	BRAND OR MANUFACTURE	UNIT	ESTIMATED QUANTITY	UNIT COST REG. RATE	UNIT COST OVERTIME	TOTAL COST REG. AND OVERTIME RATE
63	Excavation of existing soil.	N/A	Cubic Yd.	1,000	\$	\$	\$
64	Removal and Disposal of existing soil.	N/A	Cubic Yd.	1,000	\$	\$	\$
65	Install top soil.	N/A	Cubic Yd.	500	\$	\$	\$
66	Compacted fill of existing soil.	N/A	Cubic Yd.	1,000	\$	\$	\$
67	Install standard silt fence.	N/A	Ln Ft.	5,000	\$	\$	\$
68	Install super silt fence price.	N/A	Ln Ft.	5,000	\$	\$	\$
69	Install and remove safety barrier fence.	N/A	Ln. Ft.	5,000	\$	\$	\$
70	Installation of #57 Bluestone.	N/A	Cubic Yd.	500	\$	\$	\$
71	Installation of CR6 Stone.	N/A	Cubic Yd.	500	\$	\$	\$
72	Installation of 8" Class II Rip Rap Stone.	N/A	Cubic Yd.	200	\$	\$	\$

QUOTATION FORM – CONTINUED (Page 11 of 22)

COMPANY NAME: _____

ITEM #	DESCRIPTION	BRAND OR MANUFACTURE	UNIT	ESTIMATED QUANTITY	UNIT COST REG. RATE	UNIT COST OVERTIME	TOTAL COST REG. AND OVERTIME RATE
73	Installation of Marafi 140 Geotextyle Fabric.	N/A	Sq. Yd.	1,000	\$	\$	\$
74	Removal and disposal of 5" thick concrete slab.	N/A	Sq. Yd.	1,000	\$	\$	\$
75	Removal and disposal of bitumen concrete, (Asphalt) 3" Thick	N/A	Sq. Yd.	1,000	\$	\$	\$
76	Removal and disposal of bitumen concrete, (Asphalt) 4" Thick	N/A	Sq. Yd.	1,000	\$	\$	\$
77	Removal and disposal of bitumen concrete, (Asphalt) 5" Thick	N/A	Sq. Yd.	1,000	\$	\$	\$
78	Remove and dispose of 8" thick brick retaining wall, down to existing concrete footing.	N/A	1,000	Sq. Ft.	\$	\$	\$
79	Remove and dispose of 12" thick brick and block retaining wall, down to the existing concrete footing.	N/A	1,000	Sq. Ft.	\$	\$	\$

QUOTATION FORM – CONTINUE (Page 12 of 22)

COMPANY NAME: _____

ITEM #	DESCRIPTION	BRAND OR MANUFACTURE	UNIT	ESTIMATED QUANTITY	UNIT COST REG. RATE	UNIT COST OVERTIME	TOTAL COST REG. AND OVERTIME RATE
80	Install new #5 steel. Epoxied in place dowels to the existing concrete footing. Dowels to be 36" with 6" embedment.	N/A	Per Dowel	500	\$	\$	\$
81	Install new concrete footings – minimum 3,000 PSI	N/A	Cubic Ft.	500	\$	\$	\$
82	Install new 8" CMU Foundation wall grouted solid from the existing concrete footing	N/A	Sq. Ft.	1,000	\$	\$	\$
83	Install new 8" brick retaining wall (for additional pricing information, see detailed Specifications Section C General Construction Requirements	N/A	Sq. Ft.	1,000	\$	\$	\$
84	Install new 12" CMU Foundation wall grouted solid from the existing footing	N/A	Sq. Ft.	1,000	\$	\$	\$
85	Install new 12" brick faced wall on both sides with 4" CMU in the middle	N/A	Sq. Ft.	1,000	\$	\$	\$

QUOTATION FORM – CONTINUED (Page 13 of 22)

COMPANY NAME: _____

ITEM #	DESCRIPTION	BRAND OR MANUFACTUR	UNIT	ESTIMATED QUANTITY	UNIT COST REG. RATE	UNIT COST OVERTIME	TOTAL COST REG. AND OVERTIME RATE
86	Form and install new 8” concrete monolithic wall with steel rebar as per local code.	N/A	Sq. Ft.	500	\$	\$	\$
87	Form and install new 12” concrete monolithic wall with steel rebar as per local code.	N/A	Sq. Ft.	500	\$	\$	\$
88	Installation of segmental block retaining wall system. 2’ High	N/A	Sq. Ft.	300	\$	\$	\$
89	4 High Geogrid reinforcement	N/A	Ln. Ft.	300	\$	\$	\$
90	6’ High as per manufacturer engineering instructions.	N/A	Sq. Ft.	300	\$	\$	\$
91	Wall Waterproofing membrane with hydroduct 220 drainage board.	N/A	Sq. Ft.	1,000	\$	\$	\$

QUOTATION FORM – CONTINUED (Page 14 of 22)

COMPANY NAME: _____

ITEM #	DESCRIPTION	BRAND OR MANUFACTURE	UNIT	ESTIMATED QUANTITY	UNIT COST REG. RATE	UNIT COST OVERTIME	TOTAL COST REG. AND OVERTIME RATE
92	Install 3” PVC schedule 40 drainage sleeves through wall during construction	N/A	Per Sleeve	125	\$	\$	\$
93	Install 12” deep stone bed with “ perforated drain tile.	N/A	Ln. Ft.	1,000	\$	\$	\$
94	Install new 4” thick pre-cast stone caps-width as specified.	N/A	Sq. Ft.	200	\$	\$	\$
95	Install new 4” thick poured in-place concrete caps with 2 #4 steel rebar continuous.	N/A	Sq. Ft.	200	\$	\$	\$
96	Storm drain structures with Manhole cover. Include finish grading and seeding	N/A	Cubic Ft.	500	\$	\$	\$
97	Install new storm concrete drain inlet box with cast iron grate. Include finish grading and seeding	N/A	Cubic Ft.	300	\$	\$	\$

QUOTATION FORM – CONTINUED (Page 15 of 22)

COMPANY NAME: _____

ITEM #	DESCRIPTION	BRAND OR MANUFACTURE	UNIT	ESTIMATED QUANTITY	UNIT COST REG. RATE	UNIT COST OVERTIME	TOTAL COST REG. AND OVERTIME RATE
98	Installation of new 4” wide cast iron trench drains. Include finish grading and seeding.	N/A	Ln. Ft.	500	\$	\$	\$
99	Installation of new 8” wide cast iron trench drains. Include finish grading and seeding.	N/A	Ln. Ft.	200	\$	\$	\$
100	Installation of new 12” wide cast iron trench drains. Include finish grading and seeding.	N/A	Ln. Ft.	200	\$	\$	\$
101	Install new 4” Diameter PVC schedule 40 storm drain pipe include finish grading and seeding	N/A	Ln. Ft.	200	\$	\$	\$
102	Install 6” Diameter PVC schedule 40 storm drain pipe. Include finish grading and seeding.	N/A	Ln. Ft.	200	\$	\$	\$
103	Install 8” Diameter PVC schedule 40 storm drain pipe. Include finish grading and seeding.	N/A	Ln. Ft.	300	\$	\$	\$

QUOTATION FORM – CONTINUED (Page 16 of 22)

COMPANY NAME: _____

ITEM #	DESCRIPTION	BRAND OR MANUFACTURE	UNIT	ESTIMATED QUANTITY	UNIT COST REG. RATE	UNIT COST OVERTIME	TOTAL COST REG. AND OVERTIME RATE
104	Install 10” Diameter PVC schedule 40 storm drain pipe. Include finish grading and seeding.	N/A	Ln. Ft.	200	\$	\$	\$
105	Install 12” diameter PVC schedule 40 storm drain pipe. Include finish grading and seeding.	N/A	Ln. Ft.	200	\$	\$	\$
106	Installation of 12” new round concrete pipe storm. Include finish grading and seeding	N/A	Ln. Ft.	100	\$	\$	\$
107	Installation new 15” round concrete pipe storm. Include finish grading and seeding.	N/A	Ln. Ft.	100	\$	\$	\$
108	Installation of 18” new round concrete pipe storm. Include finish grading and seeding.	N/A	Ln. Ft.	100	\$	\$	\$
109	Installation of new 24” round concrete pipe storm. Include finish grading and seeding.	N/A	Ln. Ft.	100	\$	\$	\$

QUOTATION FORM – CONTINUED (Page 17 of 22)

COMPANY NAME: _____

ITEM #	DESCRIPTION	BRAND OR MANUFACTURE	UNIT	ESTIMATED QUANTITY	UNIT COST REG. RATE	UNIT COST OVERTIME	TOTAL COST REG. AND OVERTIME RATE
110	Installation of new 36" round concrete pipe storm. Include finish grading and seeding.	N/A	Ln. Ft.	100	\$	\$	\$
111	Installation of 6" High Density Polyethylene (HDPE) round plastic pipe for storm drain. Include finish grading and seeding	N/A	Ln. Ft.	200	\$	\$	\$
112	Installation of 8" High Density Polyethylene (HDPE) round plastic pipe for storm drain. Include finish grading and seeding.	N/A	Ln. Ft.	200	\$	\$	\$
113	Installation of 12" High Density Polyethylene drain. Include finish grading and seeding.	N/A	Ln. Ft.	200	\$	\$	\$
114	Installation of 18" High Density Polyethylene (HDPE) round plastic pipe for storm drain. Include finish grading and seeding.	N/A	Ln. Ft.	200	\$	\$	\$

QUOTATION FORM – CONTINUED (Page 18 of 22)

COMPANY NAME: _____

ITEM #	DESCRIPTION	BRAND OR MANUFACTURE	UNIT	ESTIMATED QUANTITY	UNIT COST REG. RATE	UNIT COST OVERTIME	TOTAL COST REG. AND OVERTIME RATE
115	Installation of new 24” round plastic pipe for storm drain. Include finish grading and seeding.	N/A	Ln. Ft.	200	\$	\$	\$
116	Installation of 12” NDS Polyethylene catch basin including grate.	N/A	Each	100	\$	\$	\$
117	Installation of 18” NDS Polyethylene catch basin including grate	N/A	Each	100	\$	\$	\$
118	Installation of 24” NDS Polyethylene catch basin including grate.	N/A	Each	100	\$	\$	\$
119	Install grass seed and straw. (Including all required preparation task, fertility, water, etc.)	N/A	Sq. Ft.	5,000	\$	\$	\$

QUOTATION FORM – CONTINUED (Page 19 of 22)

COMPANY NAME: _____

ITEM #	DESCRIPTION	BRAND OR MANUFACTURE	UNIT	ESTIMATED QUANTITY	UNIT COST REG. RATE	UNIT COST OVERTIME	TOTAL COST REG. AND OVERTIME RATE
120	Install sod turf. (Including all required preparation task, fertility, water, etc.)	N/A	Sq. Ft.	1,000	\$	\$	\$
121	Install hardwood mulch	N/A	Sq. Ft.	1,000	\$	\$	\$
122	Install playground engineered wood mulch (wood carpet).	N/A	Cubic. Ft.	1,000	\$	\$	\$
123	Install ground cover plant.	N/A	Each	500	\$	\$	\$
124	Install soil erosion blanket	N/A	Sq. Ft.	500	\$	\$	\$
125	Provide the services of a Maryland licensed civil engineer to perform design services and stamped drawings, as requested by MCPS	N/A	Per Hour	100	\$	\$	\$

QUOTATION FORM – CONTINUED (Page 20 of 22)

COMPANY NAME: _____

ITEM #	DESCRIPTION	BRAND OR MANUFACTURER	UNIT	ESTIMATE D QUANTITY	UNIT COST REG. RATE	UNIT COST OVERTIME	TOTAL COST REG. AND OVERTIME RATE
126	Provide the services of a Maryland licensed structural engineer to perform design services and stamped drawings,	N/A	Per Hour	100	\$	\$	\$
127	TOTAL BID COST FOR ALL LINE ITEMS 1 THRU 126	N/A	N/A	N/A	\$	\$	\$

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

YES _____ NO _____

- HAS THE BIDDER PERFORMED THEIR PRELIMINARY RESEARCH IN IDENTIFYING MINORITY BUSINESS ENTERPRISE PARTICIPATION AND INCLUDED WITH THEIR BID SUBMISSION THE COMPLETED CERTIFIED MINORITY BUSINESS ENTERPRISE UTILIZATION (ATTACHMENT A) AND FAIR SOLICITATION AFFIDAVIT AND THE MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (ATTACHMENT B)?**

YES _____ NO _____

QUOTATION FORM- CONTINUED (Page 21 of 22)

COMPANY NAME: _____

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

YES _____ NO _____

- **IS A COPY OF THE STATE OF MARYLAND CONSTRUCTION BUSINESS LICENSE SUBMITTED WITH BID?**

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 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 _____

QUOTATION FORM- CONTINUED (Page 22 of 22)

COMPANY NAME: _____

- **ASBESTOS FREE MATERIALS: THE BIDDER HAS REVIEWED THE MATERIAL LABORATORY TESTING REQUIREMENTS FOR THE LIST OF MATERIAL SPECIFIED HEREIN TO CONFIRM THEY DO NOT CONTAIN ASBESTOS? THE SUCCESSFUL CONTRACTOR AGREES THEY WILL SUBMIT ASBESTOS FREE VERIFICATION FORM(S) AS SPECIFIED HEREIN.**

YES _____ NO _____

- **HAS BIDDER COMPLETED CONTRACTOR OBLIGATION REGARDING CRIMINAL RECORDS OF INDIVIDUALS ASSIGNED TO WORK AT MCPS PROPERTIES AND FACILITIES?**

YES _____ NO _____

CHECK OFF LIST FOR MANDATORY BID SUBMITTAL

Mandatory Submittals Check List:

_____	Signed Invitation for Bid
_____	Quotation Form (pages 1-22)
_____	Addendum(s) and Erratum(s) (If any, contractor is responsible to confirm!)
_____	MBE Attachment both A and B
_____	State of Maryland Construction Business License
_____	Letter of Experience and years in Business as specified.
_____	References