Walter Johnson High School

Synthetic Turf Field Replacement

ADDENDUM 1

November 20, 2019

TO ALL BIDDERS:

The following are revisions, additions, deletions, substitutions, and/or clarifications of the Bid Documents and proposed Contract Documents which form the basis of the Bid Form. Receipt of this Addendum shall be acknowledged on the Bid Form to warrant consideration of an award.

This Addendum consists of 2 pages and 4 attachments listed below.

Bid evaluation and award will be in conformance with COMAR 14.39.03.07:

F. Bid Evaluation and Award.
   (1) The LEA shall award the contract to the responsible bidder who provides the best value and conforms to specifications with consideration given to:
      (a) The quantities involved;
      (b) The time required for delivery;
      (c) The purpose for which required;
      (d) The competency and responsibility of the bidder;
      (e) The ability of the bidder to perform satisfactory service;
      (f) The plan for utilization of minority contractors; and
      (g) The price offered by the bidder.

Section 00400 Scope of Work from the project specifications has been revised and the new section is included as an attachment.

Section 01230 Alternates from the project specifications has been revised and the new section is included as an attachment.

Section 00300 Bid Prop GC from the project specifications has been revised and the new section is included as an attachment.
Appendix B – End of Life form from the project specifications has been revised and the new section is included as an attachment.

Questions will be received in written form through close of business Friday November 22, 2019, to allow for sufficient time to answer and issue required addenda.

The following questions were received from bidders.

1. What is the make/model of the existing football goal posts?

   **Response:** The existing goalposts are believed to be UCS 751 Series (Product 751-6140) with 8’ offset.

2. Will re-surfacing of the track and field event areas be included in this scope of work?

   **Response:** No resurfacing will not be part of this project.

3. Schmitz ProPlay 23D is the specified pad, but it is our understanding BrockFill must be installed over a Brock shock pad. Please advise.

   **The Schmitz ProPlay pad is included as an alternate with alternate infills. The base bid now includes a Brock pad with the BrockFill.**

The following substitution requests were received from bidders.

1. Replace Shock Pad Schmitz Pro Play Pad 23D with Proposed product Thermagreen SportLight 23D

   **Response:** The shock pads contained in the bid are consistent with pads previously installed or being installed throughout the school system. We are not at liberty to include additional products into the bid without concurrence from other involved and interested parties and users. Substitution will NOT be considered.


   **Response:** Two manufacturers of cork material are now incorporated into the bid documents for use on school system fields. Refer to Addendum 1 materials for complete information. Substitution will NOT be considered.

**END OF ADDENDUM**
SECTION 00400 – PROJECT SCOPE INFORMATION

PART 1 - GENERAL

Provide labor and materials necessary to construct a synthetic turf field including all sitework, synthetic turf, finish stone, field turf infill, shock pads and striping in accordance with enclosed plan for Walter Johnson High School.

Request for Proposal

We are requesting a lump sum cost proposal for the subject work described. The cost proposed for this project should be based on the contractors' determination of quantities. After the award, no extra costs will be allowed on increased quantities unless they represent work required but not specified in the bid plans. This work must be authorized by the Director of the Montgomery County Public Schools, Division of Construction in writing.

Provide evidence that you have completed eight or more synthetic turf installations within the last five years of comparable size or larger.

Scope of Work

This scope of work is provided as an outline of the work to be completed under this contract. It is not intended to be all inclusive. All work will be done per plans and specifications.

The intent of this project is to provide all work for installation for the synthetic turf field complete ready for use at Walter Johnson HS. All work shown on the plans will be included in this scope of said turf field.

The contract will include but not be limited to:
1. Installation of any temporary measures including but not limited to sediment control devices, construction fence, signs or track protection.
2. Demolition of site items as indicated on the plans.
3. Proper removal of existing synthetic turf carpet and infill and documentation of end of life management with the included forms. Infill shall be mechanically removed from the carpet and bagged directly into Supersacks. Removal shall comply with all local, state, and federal laws. All synthetic turf material and infill must be reused, repurposed, or recycled.
4. Turf carpet removed from site shall be bagged and sealed and/or removed on a fully enclosed trailer.
5. Landfilling of any material is not allowed.
6. Cleaning of existing trench drain around field and protection from any carpet fibers or infill.
7. Re-grading of finishing stone to the tolerances set forth in the plans and proof thereof furnished to MCPS. Proof shall be provided by a Maryland licensed surveyor at a 25’ grid.
8. Provide and install athletic equipment and appurtenances as shown on the plans prior to turf installation
10. Removal of sand from jump pits.
11. Provide all close out documentation to Montgomery County Public Schools
12. Testing of synthetic turf systems to verify compliance with plans and specifications (such as Gmax, H.I.C. and permeability)
13. Synthetic turf maintenance by the turf manufacturer in the spring and fall after the field is installed per Table below.
One of the following four (4) synthetic turf systems shall be included with the base bid Options for the project. It shall be the contractor’s option to choose one of the four listed below.

<table>
<thead>
<tr>
<th>Synthetic Turf Manufacturer</th>
<th>System 1</th>
<th>System 2</th>
<th>System 3</th>
<th>System 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>SprinTurf</td>
<td>XT57™ - 2”</td>
<td>XtremeTurf BDX45 – 2” pile</td>
<td>Momentum HP 2”</td>
<td></td>
</tr>
<tr>
<td>UltraBlade 2”</td>
<td>Fieldturf</td>
<td>BrockFILL/Sand</td>
<td>BrockFILL/Sand</td>
<td></td>
</tr>
<tr>
<td>BrockFILL/Sand</td>
<td>BrockSP17</td>
<td>BrockSP17</td>
<td>BrockSP17</td>
<td></td>
</tr>
<tr>
<td>BrockSP17</td>
<td>BrockSP17</td>
<td>BrockSP17</td>
<td>BrockSP17</td>
<td></td>
</tr>
</tbody>
</table>

Infill shall be installed for each system to a depth per each manufacturers recommendation to achieve the best performance and the least abrasion. Manufacturers must specify this depth in the bid. Infill shall consist of 80% sand and 20% BrockFILL for the basebid option. The BrockFILL or other infills included in Options and Alternates shall have a 10-yr warranty. The contractor shall provide evidence of infill quantities used for verification by the owner that required infill amounts have been provided. 1 super sack of infill mix shall be supplied as attic stock to the school. Infill sand shall be rounded sand and comprised of Rounded To Well Rounded sand grains. Angular sands will not be allowed.

**All Bids shall contain a recycling plan in written form and shall include the End of Life form (Appendix B) with Section 1 and 2 completed.** The contractor shall be responsible for hiring the independent verification agent for recycling. The stated percentages of the combination of reuse, repurpose and recycle will become a contractual requirement. The recycling plan shall include at a minimum, the names and contact information of all parties involved with and responsible for the reusing, repurposing or recycling of the existing turf carpet and infill. The contractor shall include the types of equipment to be used to remove the material and also explain the methods to be used during the removal.

For each of the above selected systems, the contractor and manufacturer shall guarantee that the field shall have a maximum Gmax rating of 120 after initial install and a lifetime maximum during the warranty period of 165, passing Head Injury Criterion (HIC) testing per ASTM Test Method F355-16 using the E missile from a minimum critical fall height of 1.4 M (4’-7”) and provide a minimum permeability performance of 15 inches/hr. Gmax testing shall be performed per the criteria below. The Gmax and HIC test shall be performed at 8 different locations across the field for each iteration throughout the warranty period. The contractor shall provide a 25’ grid of infill depth across the entire field after installation to verify compliance with bid documents. Test data shall be provided to MCPS by the manufacturer to indicate compliance with the above for the field. Post construction Gmax and Head Injury Criterion Testing shall be performed at the contractor’s expense to demonstrate compliance with the above.

**Gmax Performance and Testing Specifications**

**G-max Performance and Testing**

1.a When tested in accordance with the procedures and requirements described in section 2, below, g-max performance and HIC performance shall be as follows:

1.a.1 Prior to acceptance and/or use by the owner, the average g-max at each test point shall be less than 120 g-max

1.a.2 Subsequent to acceptance and while the field is under warranty, the average g-max at each test point shall be less than 165 g-max.

1.a.3 HIC Test per ASTM Test Method F355-16 from a minimum fall height of 1.4M (4’-7”) at each test location

1.b Subsequent to acceptance and while the field is under warranty, if the field fails to satisfy the requirement(s) of section 1.a.2 or 1.a.3, the contractor/manufacturer and the owner will cooperate to determine the cause of the failure. If the failure is attributable to defective materials or improper installation, the contractor/manufacturer shall be responsible for bringing the field into compliance.

1.c All g-max and HIC testing shall be performed by an independent testing service and in accordance with ASTM Standard Specification F1936 and ASTM Standard Test Method F355 (Procedure A).

1.d Prior to acceptance and/or use by the owner, the contractor/manufacturer will have the field tested, as needed, to satisfy the requirement(s) of section 1.a.1, above.
1.e Copies of all g-max test reports shall be furnished to MCPS Division of Construction within 24 hours of test completion.

Maintenance Requirements

As part of the base bid, the contractor shall provide maintenance as indicated below. The contractor shall also provide to MCPS a LitterKat with magnet as manufactured by GreensGroomer Worldwide. The cost of all maintenance indicated below, and the equipment will be considered incidental to the base bid price. No additional compensation will be provided. For all maintenance indicated below, Contractor shall provide all their own equipment and materials to perform the work and shall be conducted by a manufacturer approved maintenance company that will not void any of the warranty.

Maintenance Schedule Spring/Fall 2020

<table>
<thead>
<tr>
<th>Service Month/Year</th>
<th>Type of Care</th>
<th>Service Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 2020</td>
<td>Advanced Care</td>
<td>a) A general sweeping to remove foreign objects such as dirt, leaves, bird droppings, gum and other debris that may collect on the field surface; and b) A deep groom, sweep and rejuvenation to de-compact infill and in an effort to maintain appropriate G-Max levels. Deep Power Groom and Infill Cleaning with De-Compaction</td>
</tr>
<tr>
<td>August 2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>April 2020</td>
<td>Standard Care</td>
<td>Comprehensive Grooming; Brushing, raking and sweeping of the surface. Cleaning of surface field debris, light de-compaction of infill, field sweeping, and magnet sweep and add infill as needed to high traffic areas (not to exceed 250 lbs. per visit)</td>
</tr>
<tr>
<td>May 2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>June 2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>July 2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>October 2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>November 2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>August 2020</td>
<td></td>
<td>GMAX is performed to take measurements of the infill and impact attenuation. A maintenance summary report is provided for each inspection. Recommendations should be provided if additional care is needed.</td>
</tr>
</tbody>
</table>
SECTION 01230 - ALTERNATES

PART 1 - GENERAL

1.1 Definition: An Alternate is Work as described in the Schedule of Alternates for certain construction activities defined in the Construction Documents that may be added to or deducted from the Work of the Contract if the Owner accepts the Alternate in the Contract award.

1.2 Coordination: Coordinate related Work and modify or adjust adjacent Work as necessary to ensure that Work affected by each Alternate is complete and fully integrated into the project at no additional cost to that proposed in the Bid.

1.3 Bidder originated Alternates or qualifying statements will not be considered. The Owner shall have the right to accept Alternates in any order or combination.

1.4 Specification Sections referenced in the Schedule contain requirements for materials and methods necessary to achieve Work described under each Alternate. Include as part of each Alternate, miscellaneous devices, accessories, and similar items incidental to or required for a complete installation whether or not mentioned as part of Alternate.

1.5 Alternate prices must clearly indicate on the bid form if the alternate price is an add to the base bid or a deduct to the base bid.

A. Option One Alternate No. One: Brockfill Infill and Brock Powerbase YSR

Alternate: Provide and install Brockfill Powerbase YSR shock pad as produced by Brock USA, 3090 Sterling Circle, Suite 102, Boulder, Colorado to meet all project performance requirements in lieu of the Option One base bid shock pad.

Provide and install synthetic turf field system over Brock Shockpad 17mm in accordance with system indicated in Section 00400 Scope of Work.

1.6 Option Two – Base Bid: Brock Pad SP17 and Pure Cork or Purefill Infill

Provide and install Pure Cork Performance synthetic turf infill as produced by Greenplay Organics of Merrick, NY or Purefill™ as produced by Fieldturf USA of Calhoun, GA to meet all project performance requirements in lieu of the Option 1 base bid infill mixture. Alternative infills shall be provided in mix of 40% sand and 60% cork. Infill shall be installed for each system to a depth per each manufacturers recommendation to achieve the best performance and the least abrasion. Manufacturers must specify this depth in the bid.

Provide and install synthetic turf field system over Brock Shockpad 17mm in accordance with system indicated in Section 00400 Scope of Work.

1.7 Alternate prices must clearly indicate on the bid form if the alternate price is an add to the base bid or a deduct to the base bid.

A. Option Two Alternate No. 1: Schmitz Shockpad and Pure Cork or Purefill Infill

Alternate: Provide Schmitz Foam Products Proplay 23D shockpad to meet all project requirements in lieu of Option Two Base Bid shock pad.
Provide and install synthetic turf fields in accordance with system indicated in Section 00400 Scope of Work.

B. Option Two Alternate No. 2: Brock Powerbase YSR and Pure Cork or Purefill Infill

Alternate: Provide and install Brockfill Powerbase YSR shock pad as produced by Brock USA, 3090 Sterling Circle, Suite 102, Boulder, Colorado to meet all project performance requirements in lieu of the Option Two base bid shock pad.

PART 2 - PRODUCTS

2.1 Synthetic Turf Shockpad – Shockpad underlayment for turf systems
   a. BrockUSA - 3090 Sterling Circle, Suite 102, Boulder, Colorado 80301
   b. Schmitz Foam Products – 188 Treat Avenue, Coldwater, MI 49036

2.2 Synthetic Turf Infill Mixtures – Organic synthetic turf infill material
   a. Purefill Infill – Fieldturf USA, 175 N. Industrial Blvd, Calhoun, GA 30701
   b. Pure Cork ProFormance Infill – Greenplay Organics, Merrick, NY 11566

PART 3 - EXECUTION (not used)

END OF SECTION
SECTION 00300 - BID FORM – MCPS

DATE: _________________________________________

PROJECT TITLE: Walter Johnson High School – Synthetic Turf Field Replacement

BID SUBMITTED BY: ____________________________________________________________

REGISTERED MARYLAND CONTRACTOR NO.: ______________________________________

SUBMITTED TO: The Board of Education of Montgomery County
Division of Construction
45 West Gude Drive, Suite 4300
Rockville, Maryland 20850

PART 1 - GENERAL

1.1 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

1.2 BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

1.3 BIDDER hereby agrees to furnish all labor, materials, equipment and services required to erect and complete the facility in strict accordance with the Contract Documents for the following price:

1.4 OPTION ONE - BASE BID

A. TOTAL OPTION ONE BASE BID (BROCK PAD SP17 AND BROCKFILL INFILL):
Bidder must list artificial turf manufacturer.

Turf Manufacturer: ____________________________________________________________

Infill Depth (unit): ____________________________________________________________

_________________________________________ Dollars ($ ____________ )

1.5 ALTERNATES: Prices shall be clearly written and identified as an ADD or DEDUCT from the BASE BID. Anything other than a price shall be deemed “no cost to Owner.”
A. OPTION ONE Cost of Alternate No. One – Brockfill Infill and Brock Powerbase YSR

ADD or DEDUCT:

________________________________________________________________________ Dollars ($ ___________ )

1.6 OPTION TWO - BASE BID

A. TOTAL OPTION TWO BASE BID *(BROCK PAD SP17 WITH PURE CORK OR
PUREFILL INFILL)*:

Bidder must list artificial turf manufacturer and infill manufacturer.

Turf Manufacturer:______________________________________________

Infill Manufacturer:_____________________________________________

Infill Depth (unit):______________________________________________

________________________________________________________________________ Dollars ($ ___________ )

1.7 ALTERNATES: Prices shall be clearly written and identified as an ADD or DEDUCT from the BASE BID. Anything other than a price shall be deemed “no cost to Owner.”

A. OPTION TWO Cost of Alternate No. One – Schmitz Shockpad and Pure Cork or Purefill Infill:

Bidder must list infill manufacturer.

Infill Manufacturer:______________________________________________

Infill Depth (unit):______________________________________________

ADD or DEDUCT:

________________________________________________________________________ Dollars ($ ___________ )

B. OPTION TWO Cost of Alternate No. Two – Brock Powerbase YSR and Pure Cork or Purefill Infill:

Bidder must list infill manufacturer.

Infill Manufacturer:______________________________________________

Infill Depth (unit):______________________________________________

ADD or DEDUCT:

________________________________________________________________________ Dollars ($ ___________ )
PART 2 - PROJECT CONSTRUCTION SCHEDULE AND LIQUIDATED DAMAGES

2.1 The undersigned agrees to erect and complete Work in strict accordance with the Contract Documents and be substantially complete by not later than the date(s) set forth in the Construction Schedule prepared and amended by the General Contract as approved by the Architect. The Owner may retain the sum of Two Thousand Five Hundred Dollars ($2,500) for each calendar day up to 30 days of delay beyond the completion date of each phase of the project as stipulated in the Contract and Five Thousand Dollars ($5,000) a day for each calendar day thereafter, without limitation. If the project has a phased completion, the calculation of liquidated damages will begin again with each phase provided the previous phase has been completed.

2.2 BID BOND: BIDDER must include Bid Bond in the form set forth in the "Instructions to Bidders," Section 00200, and the Project Manual, and for not less than ten percent (10%) of the largest possible total of bids submitted.

2.3 The undersigned encloses herewith a Surety Bond in the form set forth in the “Instructions to Bidders,” Section 00200, and the Project Manual.

PART 3 - ACKNOWLEDGEMENTS

3.1 Receipt of the following Addenda to the Drawings and Specifications is acknowledged:
   A. Addendum No. ____ Dated _______
   B. Addendum No. ____ Dated _______
   C. Addendum No. ____ Dated _______
   D. Addendum No. ____ Dated _______

3.2 Minority Business Enterprise forms included with the Bid Proposal:
   A. Attachment A included: ________
   B. Attachment B included: ________

3.3 End of Life Form: Section 1 and Section 2 completed included with Bid Proposal
   A: End of Life Form included: ________

3.4 Recycling Plan:
   A: Recycling Plan included: ________

3.5 00310 Pre-Qual Reference - Turf Installations
   A: Pre-Qual Reference included: ________

PART 4 - CONTRACT

4.1 If the undersigned receives written notice of the acceptance, at his designated address, within sixty (60) calendar days after bid opening (or later if bid has not been withdrawn), the undersigned agrees to execute and deliver a Contract and Bonds in accordance with the bid as accepted, within ten (10) calendar days after receiving notice, or forfeit the amount of the Bid Bond.
PART 5 - UNIT PRICES

5.1 Unit prices are for both extra Work and credits. This list of prices will be submitted with the Bid in duplicate and shall become a part of the Contract upon its award. Unit prices listed below are applicable to all Work in this project involving extra materials/services performed by the Contractor or his Subcontractors and/or credits to the Owner for materials/services deleted from the project. Unit price includes all overhead and profit for the Subcontractor. Contractor mark-up is to be applied per Article 7 of the General Conditions of the Contract for Construction, AIA Document A201 REV.DOC-2007 edition. Prices as stated shall remain in effect through the end of the Contract warranty period. The undersigned acknowledges the unit price values as part of this bid and agrees to add or delete items for the unit prices identified when directed to do so by the Owner.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION OF ITEM</th>
<th>UNIT</th>
<th>PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Earth excavation – machine</td>
<td>cu. yd.</td>
<td>$3.50</td>
</tr>
<tr>
<td>2</td>
<td>Earth excavation – hand</td>
<td>cu. yd.</td>
<td>$60.00</td>
</tr>
<tr>
<td>3</td>
<td>Trench machine earth excavation</td>
<td>cu. yd.</td>
<td>$5.50</td>
</tr>
</tbody>
</table>
| 4    | Excavate and remove unsuitable material from site  
- Yardage under 5,000 | cu. yd. | $16.00 |
- Yardage over 5,000 up to 20,000 | cu. yd. | $13.30 |
- Yardage over 20,000 to be negotiated at a lower rate | |
| 5    | Furnish, deliver, spread and compact imported fill material  
- Yardage under 5,000 | cu. yd. | $16.00 |
- Yardage over 5,000 up to 20,000 | cu. yd. | $13.00 |
- Yardage over 20,000 to be negotiated at a lower rate | |
| 6    | Imported top soil (spread) | cu. yd. | $25.00 |
| 7    | Remove and dispose of petroleum contaminated soil  
This unit price only includes material requiring contaminate content removal. If the Owner locates a suitable dumping location not requiring contaminate removal in material, the Contractor shall use unit price 4 above for excavation and removal from site only. | ton | $70.00 |
| 8    | Sodding - under 5,000 sq. yd.  
- over 5,000 sq. yd. | sq. yd. | $3.25  
sq. yd. | $3.00 |
| 9    | Hydroseeding | sq. yd. | $0.80 |
| 10   | Concrete Walk (4 inch) w/ 10/10 wwm | sq. yd. | $38.00 |
| 11   | Bank run gravel under slab | cu. yd. | $32.00 |
| 12   | 4" concrete slabs with 6x6 10/10 wwm | sq. ft. | $3.80 |
| 13   | Bituminous paving Standard Duty  
(parking detail) | sq. yd. | $22.00 |
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Unit</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>14</td>
<td>Bituminous paving Heavy Duty (bus areas)</td>
<td>sq. yd</td>
<td>$27.00</td>
</tr>
<tr>
<td>15</td>
<td>Reinforced concrete footings</td>
<td>cu. yd</td>
<td>$260.00</td>
</tr>
<tr>
<td>16</td>
<td>4&quot; C.M.U. wall</td>
<td>sq. ft</td>
<td>$6.00</td>
</tr>
<tr>
<td>17</td>
<td>6&quot; C.M.U. wall</td>
<td>sq. ft</td>
<td>$6.60</td>
</tr>
<tr>
<td>18</td>
<td>8&quot; C.M.U. wall</td>
<td>sq. ft</td>
<td>$8.10</td>
</tr>
<tr>
<td>19</td>
<td>12&quot; C.M.U. wall</td>
<td>sq. ft</td>
<td>$9.00</td>
</tr>
<tr>
<td>20</td>
<td>4&quot; face brick</td>
<td>sq. ft</td>
<td>$14.40</td>
</tr>
<tr>
<td>21</td>
<td>VCT</td>
<td>sq. ft</td>
<td>$2.05</td>
</tr>
<tr>
<td>22</td>
<td>Carpeting</td>
<td>sq. yd</td>
<td>$27.00</td>
</tr>
<tr>
<td>23</td>
<td>Floor patching</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Skim coat, up to 1/8 inch thickness</td>
<td>sq. ft</td>
<td>$0.65</td>
</tr>
<tr>
<td></td>
<td>- Leveling, up to 1/4 inch thickness</td>
<td>sq. ft</td>
<td>$0.92</td>
</tr>
<tr>
<td></td>
<td>- Leveling, up to 1/2 inch thickness</td>
<td>sq. ft</td>
<td>$1.32</td>
</tr>
<tr>
<td></td>
<td>- Topping, up to 3/4 inch thickness</td>
<td>sq. ft</td>
<td>$1.50</td>
</tr>
<tr>
<td></td>
<td>- Topping, up to 1 1/2 inch thickness</td>
<td>sq. ft</td>
<td>$2.00</td>
</tr>
<tr>
<td></td>
<td>- Topping, up to 2 inch thickness</td>
<td>sq. ft</td>
<td>$2.50</td>
</tr>
<tr>
<td>24</td>
<td>Bulk Rock Excavation and Removal Off-Site</td>
<td>cu. yd</td>
<td>$75.00</td>
</tr>
<tr>
<td>25</td>
<td>Trench Rock Excavation and Removal Off-Site</td>
<td>cu. yd</td>
<td>$150.00</td>
</tr>
</tbody>
</table>

### PART 6 - WARRANTY TO THE LUMP SUM

6.1 The undersigned affirms that the above lump sum Base Bid represents the entire cost of the Project in accordance with the Bid Documents and that no claim will be made on account of any indexes or any other rate affecting the construction industry and/or this project.

### PART 7 - AFFIDAVIT

7.1 Special Instructions: An authorized representative of the BIDDER shall complete the following affidavit and insert an answer to Paragraphs A, C, and E.

**STATUTORY AFFIDAVIT AND NON-COLLUSION CERTIFICATION**

I, _______________________________________________, being duly sworn, deposite and certify:

A. I am the ___________________________ (officer) and duly authorized representative of the firm of the building construction organization named ___________________________, whose address is __________________________________________________________ and that I possess the authority to make this affidavit and certification on behalf of myself and the firm for which I am acting.

B. Except as described in Paragraph 3 below, neither I, nor to the best of my knowledge, the above firm nor any of its officers, directors, or partners, or any of
its employees who are directly involved in obtaining or performing Contracts with any public bodies has:

1. been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government;

2. been convicted under the laws of this State, another State, or the United States of: a criminal offense incident to obtaining, attempting to obtain, or performing a public or private Contract; or fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property; been convicted of a criminal violation of an antitrust statute of the State of Maryland, another state, or the United States;

3. been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private Contract;

4. been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority business enterprise certification, as prohibited by Section 14-308 of the State Finance and Procurement Article;

5. been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described in Paragraph (a) through (e) above; or

6. been found civilly liable under an antitrust statute of this State, another State, or the United States for act or omissions in connection with the submission of bids or proposals for a public or private Contract.

C. The only conviction, plea, or admission by any officer, director, partner, or employee of this firm to involvement in any of the conduct described in Paragraph 2 above is as follows:

( If none, write "None" below. If involvement, list the date, count, or charge, official or administrative body, the individuals involved, their position with the firm, and the sentence or disposition of the charge. )

(You may attach any explanation necessary.)

D. I affirm that this firm will not knowingly enter into a Contract with a public body under which a person or business debarred or suspended under Maryland State Finance and Procurement Title 16, subtitle 3, Annotated Code of Maryland, as amended, will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases or real property, or construction.

E. I affirm that this proposal or bid to the Board of Education of Montgomery County is genuine and not collusive or a sham; that said BIDDER has not colluded, conspired, connived and agreed, directly or indirectly, with any BIDDER or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other BIDDER, or to fix any overhead, profit or cost element of said bid price, or that if any BIDDER, or to secure an advantage against the Board of Education of Montgomery County or any other person interested in the proposed Contract; and that all statements in the proposal or bid are true. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Board of Education of Montgomery County
County may terminate any Contract awarded and take any other appropriate action.

I DO SOLEMNLY DECLARE AND AFFIRM under the penalties of perjury that the contents of these affidavits (Statutory and Non-Collusion) are true and correct, that I am executing this Affidavit in compliance with Section 16-311 of the State Finance and Procurement Article, Annotated Code of Maryland, and the Non-Collusion Certification in compliance with requirements of the Montgomery County Board of Education, and that I am executing and submitting this Form of Proposal on behalf of and as authorized by the BIDDER named below.

WITNESS:

__________________________________________
Title:

SUBSCRIBED AND SWORN to before me on this _________ day of ________, 20_____.

NOTARY PUBLIC
My Commission Expires:

NOTE: Use one
1. If a corporation, give the state in which incorporated, using phrase, "corporation organized under the laws of the State of ______." 
2. If a partnership, give names of partners, using also the phrase "Co-partners, trading and doing business under the firm name and style of ______." 
3. If an individual, use the phrase "doing business under the firm name of ______." 

Respectfully submitted,

By

(Signature)

(Official title)

(Company Name)

(Business Address)

(Phone)

(Email)

(Contractor's Maryland Registration Number)

END OF SECTION
# END OF LIFE FORM

## Section 1

<table>
<thead>
<tr>
<th>Project Parties</th>
<th>Business Organization</th>
<th>Contact Person</th>
<th>Phone Number</th>
<th>Address</th>
<th>City</th>
<th>State</th>
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</thead>
<tbody>
<tr>
<td>Owner</td>
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<tr>
<td>General Contractor</td>
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<tr>
<td>Disposition Company</td>
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</tr>
<tr>
<td>Verification Agent</td>
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## Section 2

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<th>Reuse</th>
<th>Repurpose</th>
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<td>Area (sf) or Weight (lb)</td>
<td>Area (sf) or Weight (lb)</td>
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## Section 3

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<th>Authorized Signature</th>
<th>Printed Name</th>
<th>Date</th>
<th>Phone</th>
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