



Office of Purchasing and Supply Services
Facilities Administration Building
13300 Old Marlboro Pike, Room 20
Upper Marlboro, MD 20772
301-952-6560 Fax: 301-952-6605

Robert Johnson, Esq., Director

NOTICE OF CONTRACT AWARD

July 27, 2017

Apex Companies LLC
15820 Crabbs Branch Way, Suite 200
Rockville, MD 20855
Telephone: 301.417.0200
Fax: 301.975.0169
Contact: Peter T Young
Email: pcunningham@apexcos.com

Buyer: Donna Parks
Telephone: 301.952.6567
Fax: 301.952.6605
Email: donna.parks@pgcps.org

Subject: IFB: 027-17 Removal Only and Removal and Replacement of Buried Fuel Oil Tanks for Deerfield Run Elementary School, Forest Heights Elementary School, James E. Duckworth Regional School, Lewisdale Elementary School, Marlton Elementary School, and Oxon Hill Elementary School

Apex Companies LLC has been selected as the vendor to provide services in accordance with the above-mentioned IFB 027-17. This contract sets-forth the terms and conditions and is provided for your review and acceptance. Any changes or additions made by your company must first be accepted by the Purchasing Division before the contract is valid.

The intent of this contract is to provide the Board with an expedited means of procuring supplies and/or services at the lowest cost. This contract is for the convenience of the Board and is considered by Purchasing Department to be a "Non-Exclusive" use contract. The Board does not guarantee any usage. The Board will not be held to purchase any particular Brand, in any groups, prices or discount ranges, but reserves the right to purchase any item/items listed in the price schedule submitted.

Until the **AIA Contract** is signed and the **Notice to Proceed** is issued by Department of Capital Programs, authorization for mobilization or commencement of work is forbidden. Please sign below and return all documents to the PURCHASING OFFICE within ten (10) business days. Failure to sign the contract award and return all required documents within the specified time, shall rule your offer null and void and, therefore, award shall be made to the next low responsive bidder.

PERFORMANCE/PAYMENT BOND

A 100% Performance Bond and 100% Labor and Material Payment Bond or Certified Check in the amount of \$701,340.00 made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983**, must be submitted to the PURCHASING OFFICE with the returned signed NOTICE OF AWARD WITHIN TEN (10) DAYS.

The bond, cashiers or certified check must be made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983.**

CONTRACT TERM

The term of the contract will be from date of award until project completion.

CONTRACT AWARD ESTIMATED AMOUNT

The estimated amount of award is

\$701,340.00

INSURANCE

A Certificate of Insurance, made in favor of the Board of Education of Prince George's County, Upper Marlboro, Maryland 20772-9983, must be submitted to the PURCHASING OFFICE with the returned signed NOTICE OF AWARD within ten (10) business days. The certificate should reference the Solicitation Number as shown herein. It will be the responsibility of the contractor to ensure that a current Certificate of Insurance is on file in the Purchasing Office during the entire period of the contract.

LIQUIDATED DAMAGES/FAILURE TO PERFORM WORK

The successful respondents accepts this contract with the understanding that should they fail to complete the work in an acceptable manner and in the time stated, shall be subject to the payment of liquidated damages as stated in the proposal document.

AVAILABILITY OF FUNDS

The contract shall be deemed executory only to the extent of appropriations available to the BOARD for the purchase of such articles. The obligation of the BOARD on all contracts, including those which envision funding through current and successive fiscal years, shall be contingent upon actual Board appropriations for the fiscal year(s) involved.

This notice of award, plus the solicitation, your offer and any pertinent documents will constitute the entire contract after acceptance by your firm and the BOARD. Please refer to the **IFB 027-17** for all applicable terms and conditions.

CRIMINAL BACKGROUND CHECK/PHOTO IDENTIFICATION BADGE

It is the responsibility of the Consultant to make certain that its employees, agents, volunteers, and contractors who have contact with students be fingerprinted and have a background check in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code.

A. Employees Having Direct Contact with Students:

Any and all current and future employees of Consultant/Contractors who may have direct contact with students must have a criminal background check and fingerprinting conducted by the Finger Printing Office of the Board before 14 days before beginning work. Previous background checks will not be accepted. The fee for the background check shall be paid by the Consultant/Contractors by check or money order at the time the fingerprinting is performed. No employee can begin work in a PGCPS Schools until results have been received. Violation of this provision may result in Termination for Cause.

B. Employees Do Not Have Direct Contact With Students:

Employees of Consultant/Contractor who will be placed in a PGCPS Schools but will not have direct contact with students must have on record a Criminal Justice Information Service (CJIS) and NCIC background checks. Copies of the background checks must be forwarded to the Contract Officer before services can commence. Every two years the Consultant shall submit copies of background checks to the Contract Officer. Should any employee be flagged during the term of this agreement, the Consultant shall contact the Contract Officer within 24 hours of notification. Violation of this provision may result in Termination for Cause.

C. Employment of Child Sex Offenders:

The Consultant/Contractor shall at all times be compliant with the Criminal Procedure Article of Annotated Code of Maryland Section 11-722 that states that a person who enters a contract with a County Board of Education or a nonpublic school may not knowingly employ an individual to work at a school if the individual is a registered child sex offender. If a registered child sex offender is employed by the


Consultant/Contractor, the Consultant/Contractor is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any The Board property. Violation of this provision may result in Termination for Cause.

This notice of award, plus the solicitation and any pertinent documents will constitute the entire contract after acceptance by your firm and the BOARD. Please refer to the **IFB 027-17** for all applicable terms and conditions.

ACCEPTED BY:

FOR THE FIRM:


FOR THE BOARD OF EDUCATION:

 7/31/17
SIGNATURE DATE

TRAVIS M. BLACK
NAME

Division Manager
TITLE

Apex Companies, LLC
FIRM

 8/1/17
SIGNATURE DATE

Robert Johnson, Esq.
NAME:

Director, Purchasing & Supply Services
TITLE

FOR THE BOARD OF EDUCATION
OF PRINCE GEORGE'S COUNTY
UPPER MARLBORO, MARYLAND 20772

CONTRACT PRICING

Item Description - Deerfield Run Elementary School	Contract Value
Removal and Replacement of Fuel Oil Tank and Lines as Specified (Does not Include unit Price)	\$116,450.00
Cost of shoring - contractor shall not bill for shoring, if not required	\$0.00
Allowance for Unforeseen Conditions (to be returned if unused)	\$10,000.00
Cost per ton for pea gravel \$37.38 x 300 tons	\$11,214.00
Testing and Disposal of oil contaminated soil in accordance with Federal, Maryland and Prince George's County laws and regulations	\$186.00
Price per ton for hauling and disposal contaminated Soil: Tip fee \$25.50 +Haul Charge \$ 23.00 X 200 tons.	\$9,700.00
Price per cubic yard for excavating and properly storing contaminated soils \$15.75 x 200 cubic yards. On-site less off-site hauling disposal fee	\$3,150.00
Price per cubic yard for excavation, hauling and disposal of uncontaminated soils \$45.00 x 100 cubic yards	\$4,500.00
Cost to provide a an independent environmental engineer to test & analyze the soil at UST Closure and excavation of contaminated soils for TPH DRO 8015 and VOC's 8260 with oxygenates per MDE protocol. Also, prepare a UST Closure Report in accordance with MDE requirements.	\$690.00
Cost to demo the existing concrete base pad	\$2,267.00
Cost to remove and transfer oil in the existing tank to another facility within a 25 mile radius. Price based on 5,000 gallons.	\$1,000.00
Price per ton of asphalt installed \$45.60 x 40 tons	\$1,824.00
Builders Risk Insurance	\$0.00
Additional Unit Costs	
Additional cost to remove tank in pieces as opposed to one piece due to unforeseen obstructions or adjacent utilities	\$65,000.00
Contract Award	\$225,981.00

CONTRACT PRICING

Item Description - Forest Heights Elementary School	Contract Value
Removal and Replacement of Fuel Oil Tank and Lines as Specified (Does not Include unit Price)	\$25,200.00
Allowance for Unforeseen Conditions (to be returned if unused)	\$10,000.00
Cost of shoring	\$0.00
Cost per ton for gravel \$37.38 x 300 tons	\$11,214.00
Testing and Disposal of oil contaminated soil in accordance with Federal, Maryland and Prince George's County laws and regulations	\$186.00
Price per ton for hauling and disposal contaminated Soil: Tip fee \$25.50 +Haul Charge \$ 23.00 X 200 tons	\$9,700.00
Price per cubic yard for excavating and properly storing contaminated soils 15.75 x 200 cubic yards. On-site less off-site hauling disposal fee	\$3,150.00
Price per cubic yard for excavation, hauling and disposal of uncontaminated soils \$45.00 x 100 cubic yards	\$4,500.00
Cost to provide a an independent environmental engineer to test & analyze the soil at UST Closure and excavation of contaminated soils for TPH DRO 8015 and VOC's 8260 with oxygenates per MDE protocol. Also, prepare a UST Closure Report in accordance with MDE requirements.	\$690.00
Cost to demo the existing concrete base pad (if applicable) 20' x 12' x 24" thick	\$0.00
Cost to remove and transfer oil in the existing tank to another facility within a 25 mile radius. Price based on 5,000 gallons.	\$1,000.00
Price per ton of asphalt installed \$228.00 x 40 tons	\$9,120.00
Builders Risk Insurance	\$0.00
Additional Unit Cost Additional cost to remove tank in pieces as opposed to one piece due to unforeseen obstructions or adjacent utilities.	\$17,000.00
Contract Award	\$91,760.00

CONTRACT PRICING

Item Description - James E. Duckworth Regional School	Contract Value
Removal and Replacement of Fuel Oil Tank and Lines as Specified testing and backfilling (Does not Include unit Price)	\$23,910.00
Allowance for Unforeseen Conditions (to be returned if unused)	\$10,000.00
Cost of shoring	\$0.00
Cost per ton for pea gravel \$37.38 x 300 tons	\$11,214.00
Testing and Disposal of oil contaminated soil in accordance with Federal, Maryland and Prince George's County laws and regulations	\$186.00
Price per ton for hauling and disposal contaminated Soil: Tip fee \$25.50 +Haul Charge \$23.00 X 200 tons	\$9,700.00
Price per cubic yard for excavating and properly storing contaminated soils \$15.75 x 200 cubic yards. On-site less off-site hauling disposal fee	\$3,150.00
Price per cubic yard for excavation, hauling and disposal of uncontaminated soils \$45.00 x 100 cubic yards	\$4,500.00
Cost to provide a an independent environmental engineer to test & analyze the soil at UST Closure and excavation of contaminated soils for TPH DRO 8015 and VOC's 8260 with oxygenates per MDE protocol. Also, prepare a UST Closure Report in accordance with MDE requirements.	\$690.00
Cost to demo the existing concrete base pad	\$0.00
Cost to remove and transfer oil in the existing tank to another facility within a 25 mile radius. Price based on 5,000 gallons.	\$1,000.00
Price per ton of asphalt installed	\$0.00
Builders Risk Insurance	\$0.00
Additional Unit Cost Additional cost to remove tank in pieces as opposed to one piece due to unforeseen obstructions or adjacent utilities.	\$17,000.00
Contract Award	\$81,350.00

CONTRACT PRICING

Item Description - Lewisdale Elementary School	Contract Value
Removal and Replacement of Fuel Oil Tank and Lines as Specified testing and backfilling (Does not Include unit Price)	\$21,600.00
Allowance for Unforeseen Conditions (to be returned if unused)	\$10,000.00
Cost of shoring	\$0.00
Cost per ton for pea gravel \$37.38 x 300 tons	\$11,214.00
Testing and Disposal of oil contaminated soil in accordance with Federal, Maryland and Prince George's County laws and regulations	\$186.00
Price per ton for hauling and disposal contaminated Soil: Tip fee \$25.50 +Haul Charge \$23.00 X 200 tons	\$9,700.00
Price per cubic yard for excavating and properly storing contaminated soils \$15.75 x 200 cubic yards. On-site less off-site hauling disposal fee	\$3,150.00
Price per cubic yard for excavation, hauling and disposal of uncontaminated soils \$45.00 x 100 cubic yards	\$4,500.00
Cost to provide a an independent environmental engineer to test & analyze the soil at UST Closure and excavation of contaminated soils for TPH DRO 8015 and VOC's 8260 with oxygenates per MDE protocol. Also, prepare a UST Closure Report in accordance with MDE requirements.	\$690.00
Cost to demo the existing concrete base pad	\$0.00
Cost to remove and transfer oil in the existing tank to another facility within a 25 mile radius. Price based on 5,000 gallons.	\$1,000.00
Price per ton of asphalt installed	\$0.00
Builders Risk Insurance	\$0.00
Additional Unit Cost Additional cost to remove tank in pieces as opposed to one piece due to unforeseen obstructions or adjacent utilities.	\$17,000.00
Contract Award	\$79,040.00

CONTRACT PRICING

Item Description - Marlton Elementary School	Contract Value
Removal and Replacement of Fuel Oil Tank and Lines as Specified testing and backfilling (Does not Include unit Price)	\$29,985.00
Provision and installation of 300 Gallon above ground tank including oil lines and reinforced concrete pad.	\$17,000.00
Allowance for Unforeseen Conditions (to be returned if unused)	\$10,000.00
Cost of shoring	\$0.00
Cost per ton for pea gravel \$37.38 x 300 tons	\$11,214.00
Testing and Disposal of oil contaminated soil in accordance with Federal, Maryland and Prince George's County laws and regulations	\$186.00
Price per ton for hauling and disposal contaminated Soil: Tip fee \$25.50 +Haul Charge \$23.00 X 200 tons	\$9,700.00
Price per cubic yard for excavating and properly storing contaminated soils \$15.75 x 200 cubic yards. On-site less off-site hauling disposal fee	\$3,150.00
Price per cubic yard for excavation, hauling and disposal of uncontaminated soils \$45.00 x 100 cubic yards	\$4,500.00
Cost to provide a an independent environmental engineer to test & analyze the soil at UST Closure and excavation of contaminated soils for TPH DRO 8015 and VOC's 8260 with oxygenates per MDE protocol. Also, prepare a UST Closure Report in accordance with MDE requirements.	\$690.00
Cost to demo the existing concrete base pad 20' x 12' x 24" thick.	\$0.00
Cost to remove and transfer oil in the existing tank to another facility within a 25 mile radius. Price based on 5,000 gallons.	\$1,000.00
Price per ton of asphalt installed \$0.00 x 40 tons	\$0.00
Builders Risk Insurance	\$0.00
Additional Unit Cost Additional cost to remove tank in pieces as opposed to one piece due to unforeseen obstructions or adjacent utilities.	\$17,000.00
Contract Award	\$104,425.00

CONTRACT PRICING

Item Description - Oxon Hill Elementary School	Contract Value
Removal and Replacement of Fuel Oil Tank and Lines as Specified testing and backfilling (Does not Include unit Price)	\$32,040.00
Allowance for Unforeseen Conditions (to be returned if unused)	\$10,000.00
Cost of shoring	\$17,184.00
Cost per ton for pea gravel \$37.38 x 300 tons	\$11,214.00
Testing and Disposal of oil contaminated soil in accordance with Federal, Maryland and Prince George's County laws and regulations	\$186.00
Price per ton for hauling and disposal contaminated Soil: Tip fee \$25.50 +Haul Charge \$23.00 X 200 tons	\$9,700.00
Price per cubic yard for excavating and properly storing contaminated soils \$15.75 x 200 cubic yards. On-site less off-site hauling disposal fee	\$3,150.00
Price per cubic yard for excavation, hauling and disposal of uncontaminated soils \$45.00 x 100 cubic yards	\$4,500.00
Cost to provide a an independent environmental engineer to test & analyze the soil at UST Closure and excavation of contaminated soils for TPH DRO 8015 and VOC's 8260 with oxygenates per MDE protocol. Also, prepare a UST Closure Report in accordance with MDE requirements.	\$690.00
Cost to demo the existing concrete base pad 20' x 12' x 24" thick.	\$0.00
Cost to remove and transfer oil in the existing tank to another facility within a 25 mile radius. Price based on 5,000 gallons.	\$1,000.00
Price per ton of asphalt installed \$0.00 x 40 tons	\$9,120.00
Builders Risk Insurance	\$0.00
Additional Unit Cost Additional cost to remove tank in pieces as opposed to one piece due to unforeseen obstructions or adjacent utilities.	\$20,000.00
Contract Award	\$118,784.00