



Office of Purchasing  
10910 Clarksville Pike, Ellicott City, Maryland 21042-6198  
(410) 313-6723, fax (410) 313-6789

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INVITATION TO BID

**CONCRETE CONTRACTOR SERVICES  
BID #011.20.B3**

To All Interested Bidders:

Re: NOTICE TO BIDDERS  
Bid #011.20.B3-Concrete Contractor Services

The Howard County Public School System requests your bid for On Call Concrete Contractor Services to be utilized when applicable at facilities within the school system. The work includes, but is not limited to, furnishing all labor, materials, equipment and incidentals for the construction of concrete sidewalks, concrete repair, handicap ramps resurfacing, finishing, mud-jacking, caulking, etc.

Bid documents may be obtained on **Friday, August 30, 2019** at the Howard County Department of Education, Purchasing Office website <https://purchasing.hcpss.org/business-opportunities>.

The Purchasing Office's contact for this project is Mr. Joe Veslany, [jveslany@hcpss.org](mailto:jveslany@hcpss.org), (410) 313-6723.

Bids shall be submitted in a sealed envelope clearly marked "**BID**", "**On Call Concrete Contractor Services**" "**Bid #011.20.B3**", to the Howard County Department of Education, Purchasing Office, 10910 Clarksville Pike, Ellicott City, Maryland 21042 no later than **Tuesday, September 17 2019 at 11:00 A.M.** Late bids will not be accepted. It is the bidder's responsibility to insure that bids are delivered to the Purchasing Office prior to the scheduled opening time.

It is the bidders sole responsibility to regularly visit the HCPSS Purchasing web site listed above to download and acknowledge receipt of all Addenda. It is highly recommended that bidders ascertain if they have received all the addenda issued prior to submitting their proposal. Failure of any bidder to receive any such Addenda or interpretation may not relieve such bidder from obligation under his/her proposal as submitted.

All questions shall be directed, in writing, no later than 12:00 P.M., September 9, 2019 to Mr. Joe Veslany, Procurement Specialist, [jveslany@hcpss.org](mailto:jveslany@hcpss.org). The Howard County Public School System is under no obligation to respond to any questions that are received after the cutoff date and time. Only answers provided via addenda issued by the HCPSS will be binding. Under no circumstances are bidders, including third party vendors or their staff, to contact any other HCPSS Staff, employees or any related constituency for purposes associated with this solicitation, including but not limited to, obtaining or providing information. **Bidders failing to comply with this requirement may be disqualified.**

The Board reserves the right to waive any informalities in, or to reject any or all bids.

Certified Minority Business Enterprises are encouraged to respond to this solicitation notice.

Please return the attached NO BID REPLY FORM if your firm does not bid this project. This form may be faxed to (410) 313-6789.

Joe Veslany  
Procurement Specialist



Office of Purchasing  
10910 Clarksville Pike, Ellicott City, Maryland 21042-6198  
(410) 313-6723, fax (410) 313-6789

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THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM  
10910 Clarksville Pike  
Ellicott City, Maryland 21042

**NO BID REPLY FORM**

Sealed Bid For: Concrete Contractor Services

Bid Number: 011.20.B3

Bidder: \_\_\_\_\_

To assist us in obtaining good competition on our Request for Bids, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below. This information will not preclude receipt of future invitations unless you request removal from the Bidders' List by so indicating below. This form may be faxed to (410) 313-6789.

We must offer a "No Bid" at this time because:

- \_\_\_\_\_ 1. We do not wish to bid under the terms and conditions of the Bid document. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 2. We do not feel we can be competitive.
- \_\_\_\_\_ 3. We can not submit a bid because of the marketing or franchising policies of the manufacturing company.
- \_\_\_\_\_ 4. We do not wish to sell to The Howard County Public School System. Our objections are:  
\_\_\_\_\_
- \_\_\_\_\_ 5. We do not sell the item(s)/service(s) requested in the specific specifications.
- \_\_\_\_\_ 6. Other: \_\_\_\_\_  
\_\_\_\_\_

**August 30, 2019**

**Issue Date**

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**THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM  
10910 Clarksville Pike  
Ellicott City, Maryland 21042**

SEALED BID FOR: Concrete Contractor Services

BID NUMBER: 011.20.B3

PRE-BID DATE: N/A

PRE-BID TIME: N/A

PRE-BID LOCATION: N/A

LAST DATE & TIME FOR QUESTIONS: September 9, 2019 at 12:00 PM in writing  
Submit To: Joe Veslany at [jveslany@hcpss.org](mailto:jveslany@hcpss.org)

**BID OPENING DATE:** **Tuesday, September 17, 2019**

**BID OPENING TIME:** **11:00 AM**

BUYER: Joe Veslany, phone: 410-313-6723, fax: 410-313-6789  
email: [jveslany@hcpss.org](mailto:jveslany@hcpss.org)

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

**CONCRETE CONTRACTOR SERVICES  
BID # 011.20.B3**

I. INSTRUCTIONS TO BIDDERS

A. BID PREPARATION

1. One (1) complete set of Invitation for Bid, consisting of: (1) terms and conditions; (2) the specifications; (3) any plans or drawings made part of the Invitation for Bid; (4) any addenda, shall be provided to each prospective bidder. The original Bid Price Sheet/Form of Proposal must be returned: (1) with all questions answered; (2) without alteration; (3) with the BID SIGNATURE SHEET or No Bid Reply form properly signed; (4) sealed and enclosed in an envelope; (5) to the Purchasing Office, The Howard County Public School System, 10910 Clarksville Pike, Ellicott City, Maryland 21042, either mailed or hand carried before the time and date stated for return of bid. Telephone, facsimile, and/or telegraphic bids will not be accepted. It is the bidder's responsibility to ensure that their bid is delivered to the proper place prior to the scheduled opening time.
2. The remaining documents consisting of all pages of the Invitation for Bid, the Terms and Conditions, any plans, drawings or extraneous matter, are to be retained by the bidder and will form part of the contract resulting from the Invitation for Bid.
3. It is the Bidder's responsibility to examine and understand all parts of the Invitation for Bid including all parts of the bidding documents, any addenda, drawings, or reference matter.
4. Any clarification or explanation desired by the Bidder, regarding the meaning or interpretation of the Invitation for Bid, or any part thereof, must be made in writing to the Purchasing Office of the Howard County Public School System, 10910 Clarksville Pike, Ellicott City, Maryland 21042, allowing sufficient time for a reply to reach all prospective Bidders for the time and date scheduled for the return of the bid.

B. OBJECTIVES

1. The objective of this Bid is for The Board of Education of Howard County System (herein referred to as "the Board"), administrated by the Howard County Public School System (herein referred to as "HCPSS" or "the school system") to select qualified Contractor(s) to provide the specified On Call Concrete Services in accordance with this documents and current codes.
2. The work includes, but is not limited to, furnishing all labor, materials, equipment and incidentals for the construction of concrete sidewalks, concrete repair, handicap ramps resurfacing, finishing, mud-jacking, caulking etc.
3. The work shall consist of removal and disposal of the pavement areas and subbase preparations are designated by the HCPSS and specified which is inclusive of pavement base course, sidewalk, curb and curb and combination curb and gutter.
4. All work performed under this contract shall be in accordance with the Terms and Conditions, the Procurement Specifications, the 100% bid documents and any

applicable drawings and addenda issued and shall minimally follow current OSHA regulations.

C. CONTRACT DOCUMENTS

1. Contract Documents consist of the Procurement Specifications, the 100% bid documents and any applicable drawings and addenda issued.
2. All of these materials will be included in the Contract which The Board of Education awards as a result of this solicitation and will be among the Contract documents. The Bidder, by submitting its bid, agrees that if awarded the Contract that it will be bound under the Contract to all the Terms and Conditions of the Contract.

D. ISSUING OFFICE

- a) The Issuing Office is:

The Howard County Public School System  
Purchasing Office  
10910 Clarksville Pike  
Ellicott City, Maryland 21042  
Attn: Joe Veslany  
(410) 313-6723  
[jveslany@hcpss.org](mailto:jveslany@hcpss.org)  
<https://purchasing.hcpss.org/business-opportunities>

- b) The Issuing Office shall be the sole point of contact with HCPSS for purposes of preparation and submittal of the Technical Offer and Bid Price.

E. QUESTIONS AND INQUIRIES

1. For purposes of preparation and submittal of the bid contact, Mr. Joe Veslany, 410-313-6723, [jveslany@hcpss.org](mailto:jveslany@hcpss.org) of the Issuing Office.
2. Items affecting the scope of work or conditions of the contract shall be subject to the conditions of Addenda.

F. DUE DATE AND TIME

1. **One (1) original, plus two (2) copies, (for a total of 3)** of a Bidder's Bid must arrive at the Purchasing Office by the time and date specified in the Invitation to Bid in order to be considered for this project. Contractors are requested to clearly mark the original copy as such.
2. Bidders mailing Bids shall allow sufficient mail delivery time to insure timely receipt by the Issuing Office. Bids arriving after the due date and time will not be considered.
3. **LATE BIDS CANNOT BE ACCEPTED.** Bids are to be delivered to the Purchasing Office, Department of Education of Howard County, 10910 Clarksville Pike, Ellicott City, Maryland 21042. HCPSS recommends against use of mail or delivery services that will not guarantee delivery directly to the Purchasing Office. Bids delivered to the central mailroom or front desk will not be considered "received" until they arrive at the Purchasing Office. HCPSS will not waive delay in delivery resulting in delay on the part of a carrier.
4. The Purchasing office is located directly behind the Department of Education building in a separate modular building, #177.

G. BASIS FOR AWARDDING BIDS

1. Contract award will be made by the Board of Education to the lowest responsible Bidder(s) meeting the technical and experience requirements of the HCPSS. The Bidders technical information along with their bid pricing will be evaluated against the experience requirements selected by the school system. Bidder(s) not meeting the technical requirements and experience required of the HCPSS will not be considered for award.
  2. It is the HCPSS intent to award to one or more Contractors.
  3. The Howard County Public School System reserves the right to make an award of the bid for all items, or any parts, thereof, to one or more bidders, as set forth in detail under the information furnished in this document. The owner further reserves the right to consider information other than price when evaluating bids.
  4. In the event of tie bids where all factors are equal, award shall be made to the Howard County Bidder, the out of county Bidder but incorporated in Maryland, and the Bidder not incorporated in the state of Maryland, in that order of preference. If Bidders within one of these geographical designations are equal as to all factors of consideration, the award shall be made by the toss of a coin.
  5. The Board of Education of Howard County reserves the right to reject any or all bids, in whole or in part to make partial awards, to waive any irregularity, to increase or decrease quantities where quantities are shown and may reject any bid which indicates any omission, contains alteration of form or additions, or imposes conditions or offers alternate items and may make any award which is deemed in the best interest of The Howard County Public School System.
  6. Bidders shall submit prices for **all line items** in the Bid Price Sheet in order to be considered responsive.
- H. ESTIMATED QUANTITIES
1. Estimated dollar volume for On Call Concrete Services is \$100,000 annually. All bidders are advised that such dollar volumes are estimates only and further understand and agree that in providing such estimates, the school system makes no guarantee that any or all of the estimated work will be assigned to the selected On Call Contractor(s).
- I. SITE INVESTIGATION
1. By submitting a bid the Contractor acknowledges that they have investigated and satisfied themselves as to the conditions affecting the work, including, but not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, and electric power. Any failure by the contractor to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the cost of successfully performing the work. HCPSS shall not be responsible for any conclusions or interpretations made by the contractor of the information made available by HCPSS.
- J. RIGHT TO REJECT BIDS AND WAIVE INFORMALITIES
1. The Howard County Public School System reserves the right to waive any technicality or minor irregularity in a Bid in the interest of the Board.
- K. BIDS FIRM FOR 120 DAYS
1. Bid prices shall remain firm for one hundred twenty (120) calendar days from the date of opening.
- L. LICENSES AND QUALIFICATIONS

1. Bidders must be licensed to do business in the State of Maryland and shall submit proof of current licensing with their bid.
2. Contractor shall have an office within a 50 mile radius of the HCPSS and be in business for 5 years under the same company name.
3. HCPSS reserves the right to require that the contractor demonstrate that it has the skills, equipment and other resources to satisfactorily perform the nature and magnitude of work necessary to complete the project within the proposed contract schedule.

M. CLARIFICATIONS AND ADDENDA

1. Should a Bidder find discrepancies in the Bid documents, or should they be in doubt as to the meaning or intent of any part thereof, they must, not later than seven (7) days (Saturdays, Sundays and Holidays excluded) prior to the bid due date, request clarification in writing from the Issuing Office, who will issue a written Addendum to the Contract. Failure to request such clarification is a waiver to any claim by the Bidder for expense made necessary by reason of later interpretation of the bid documents by the HCPSS. Requests shall include the bid number and name.
2. Oral explanations or instructions will not be binding; only written Addenda will be binding. Any Addenda resulting from these requests will be mailed or faxed to all listed holders of the Bidding Documents no later than two days prior to the bid due date. The Bidder shall acknowledge the receipt of all addenda on the Bid Price Sheet.

N. CANCELLATION OF THE BID

1. HCPSS may cancel this Bid, in whole or in part, at any time before the opening of the Bid.

O. BID ACCEPTANCE

1. The Howard County Public School System reserves the right to accept or reject any and all bids, in whole or in part, received as a result of this Bid or to waive minor irregularities, in any manner necessary, to serve the interest of The Board of Education. HCPSS further reserves the right to award in full, make multiple awards, partial awards, or to make no award at all.

P. ORAL PRESENTATION

1. Bidders may be required to make individual presentations to HCPSS representatives in order to clarify their technical information.

Q. MODIFICATIONS AND WITHDRAWAL OF BIDS

1. Withdrawal of, or modifications to bids are effective only if written notice thereof is filed to the Purchasing Office prior to the time bids are due. A notice of withdrawal or modification to a bid must be signed by an officer with the authority to commit the company.
2. No withdrawal or modifications will be accepted after the time bids are due.

R. MULTIPLE/ALTERNATIVE BIDS

1. Bidders may not submit more than one (1) bid nor may bidders submit an alternate to this bid.

S. CONFIDENTIALITY

1. Bidders should give specific attention to the identification of those portions of their bid which they deem to be confidential, proprietary information or trade secrets, and provide any justification of why such materials, upon request, should not be disclosed by HCPSS under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6 of the Annotated Code of Maryland. Contractors must clearly indicate each and every section that is deemed to be confidential, proprietary, or a trade secret. It is not sufficient to preface your bid with a proprietary statement. Bid prices will be opened publicly.

T. TERMS OF CONTRACT

1. By submitting a response to this solicitation, a firm affirms acceptance of all terms and conditions contained in the conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, and any addenda.

II. TECHNICAL FORMS

A. SIGNING OF FORMS

1. The Bid Price Sheet, if submitted by an individual, shall be signed by the individual; if submitted by a partnership, they shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation, they shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary. If not signed by an officer there must be attached a copy of that portion of the by-laws or a copy of a board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation. Signatures shall be under seal, i.e.: indicated by the word "(Seal)" following signature of individual and partner bidders, and indicated by affixing the Corporate Seal at corporate signatures.

B. TECHNICAL CRITERIA

1. The following information (**items 3 through 8**) must be furnished with the Bidder's bid. Failure to include any of the items below in your response may result in the bid being considered non-responsive. The criteria are listed in the order of importance. Bidders are to compile technical information in this same order.
2. Loose blank forms for each of the items required are furnished with this bid package along with a checklist that lists all documents/responses to be submitted in your bid. **Substitute forms and/or data will not be considered.**
3. **EXPERIENCE REFERENCE FORM:** Complete the enclosed Experience Reference Form for three (3) recent projects, within the past three years, which demonstrate your firm's experience with on call concrete services. Higher consideration will be given to those jobs that were done on a Time & Material basis and to those jobs that demonstrate your firm's experience at working at public school buildings under accelerated schedules.
  - a) As indicated on the form, the following information is to be provided for each project:  
Customer/Owner's name, address, contact names and telephone number;  
A brief description of the project including:
    - (a) Type of concrete service performed, (repair, finishing, mudjacking, caulking etc);
    - (b) Setting (school building, etc.);
    - (c) Square footage of specific areas;
    - (d) Name of your firm's Project Manager;
    - (e) Dollar amount of the contract;



- (f) Type of contract: (On-Call, Time & Material, Lump Sum, etc.);
  - (g) Official start date and completion date;
  - (h) List all similarities of your projects to this project.
- b) **NOTE:** Experience noted must demonstrate the Bidder's knowledge and ability to perform similar work for a public school system. The Bidder should place emphasis on the scope of work required, product manufacturer utilized, the time to complete, their ability to perform satisfactorily and their competency and responsibility to perform within limited time frames.
- c) The references listed on the Contractor's "Experience/Reference Form" will be checked by HCPSS. All references must include a contact person and telephone number who can comment on the firm's ability to do a project of this type. It is imperative that contact names and phone numbers given for the projects listed be accurate.
- d) The school system reserves the right to check other sources available. References will be held in the strictest of confidence by the school system.
4. **KEY PERSONNEL FORM:** Complete the enclosed "Key Personnel Form", for one (1) Project Manager and one (1) Concrete Tradesmen/Finisher. Provide the names of the Project Manager (100% on site supervisor with authority to act on behalf of the firm), and (1) Tradesmen/Finisher to be assigned to this contract if awarded and a complete "Key Personnel Form" for these people inclusive of the following:
- (1) Technical Training/Educational background (ACI, NRMCA, MRMCA Certifications, etc.), for the Project Manager and Tradesmen/Finisher, if applicable.
  - (2) Direct work experience with the bidding firm;
  - (3) Work experience with other employers, duration of employment and position(s) held;
  - (4) Specific project experience similar to the concrete service described herein. Include:
  - (5) Individual's role on each project;
  - (6) A brief description of the project including the type of concrete service, the dollar volume of project and the start and completion dates;
  - (7) Personnel References: Provide two (2) project references for the Project Manager and Tradesmen/Finisher in the space provided on the Key Personnel Form. All references must include a contact person and telephone number who can comment on the individual's ability to manage a project of this type. It is imperative that contact names and phone numbers given for the projects listed be accurate. All references will be held in the strictest of confidence.
- a) **NOTE:** Personnel Commitment: By submitting these names for consideration, the Bidder is committing these people to HCPSS for any resulting contract's duration. Personnel changes will not be permitted without written authorization from HCPSS.
- b) **NOTE:** Higher consideration will be given in the evaluation if the Project Manager and Tradesman-Finisher have worked together on previous

successful projects and have demonstrated experience on projects similar in scope to the school system's projects.

5. **PROFILE OF COMPANY FORM:** Complete the enclosed "Profile of Company Form" included with this bid package. It is required that your firm have a least five (5) years concrete contractor experience under the same company name with three (3) years experience in a school system preferred. The Contractor must maintain an office within a 50 mile radius of the Howard County Public School System. **Include the following forms/copies with your submittal. Failure to provide copies of the following forms may result in your bid being rejected.**
6. Copy of Contractors License.
7. Concrete Certification Certificates, (ACI, NRMCA, MRMCA) etc, if applicable.
8. Copy of Certificate of Insurance.

### III. IMPLEMENTATION OF ON-CALL CONTRACTING

- A. It is the HCPSS intent to award to one or more Contractor(s). The successful Contractor(s) shall follow the procedure, as outlined below, when work is required.
  1. For each job the school system's Contract Manager will contact the selected Contractor(s) and initiate a site visit. A scope of work will be defined inclusive of project schedule.
    - a) For jobs estimated at under \$5,000.00, the school system will alternate Contractors. Selection of the Contractor to be utilized will be on a rotating basis; although schedule, availability and/or price may be considered.
    - b) For jobs estimated at over \$5,000.00, the Contractors will be asked to submit written not-to-exceed costs for the scope of work, based on rates offered in the Bid Price. HCPSS will select from among the On-Call Contractors the Contractor whose not-to-exceed price and/or time frame best serves the school system's interest.
  2. The Contractor, after initial contact, must be available within three (3) working days to measure the area and review the site conditions. For emergency projects, "same-day" commencement of work may be required. No additional costs, outside the terms of this contract, may be applied by the Contractor for "same-day" work.
  3. A written quotation showing itemized costs and a total not-to-exceed cost. A brief descriptive plan of action and a schedule of work shall be submitted to the Contract Manager for approval within two (2) working days after site visit.
  4. After approval of the submittal by the Contract Manager, a purchase order will be issued by the school system's Purchasing Office to the selected On Call Contractor. This purchase order will confirm the scope of work, commencement date, time frame and price.
  5. The Contractor shall carefully field check all dimensions and other conditions affecting the work. HCPSS assumes no responsibility of errors made by the Contractor when measuring and reviewing site conditions.

### IV. RATES AND MARK-UPS

- A. UNIT COSTS

1. Unit Costs are to be all inclusive. The cost of all labor, material, equipment, supervision, travel time and mileage, waste disposal, overhead, and profit is to be included in the itemized bid prices stated in the response to this bid.

**B. CONTRACTOR'S LABOR AND MATERIAL RATES**

1. It is understood and agreed that the cost of all labor, material, equipment, supervision, mileage, waste disposal, overhead, and profit is included in the itemized Bid Prices stated in the response to this bid. Travel time shall be borne by the Contractor.
2. The school system will not recognize any premium or incentive pay and no work shall be performed on an overtime basis or shift differential and no overtime pay or shift differential shall be included as a "job cost" unless the performance of such overtime or shift differential has been authorized by the issuance of an additional change order to the purchase order on a particular project or as agreed to in the submitted not-to-exceed price by the Contractor or as required in the scope of work issued by the school system.
3. In the event an emergency exists which would require immediate overtime work, the school system's Contract Manger shall be verbally notified by the Contractor immediately and if permission to perform this work is granted verbally, it shall be confirmed in writing by the school system within twenty-four (24) hours of such work with a change order amendment to be issued within one (1) week of such work.
4. In the event that overtime work is required by the school system it will be recognized as a "job cost" only if a change order amendment has been issued to the Contractor's not to exceed price. The overtime work shall be limited to the work and time approved in advance of its performance and paid at the recognized premium rate.
5. Incentive payments or premium payments made to any employees by the Contractor either as permanent employee pay, subsistence or other pay in excess of the wage shall be at the expense of the Contractor and must be included as part of the quoted rates shown on the Bid Price.
6. Invoices may be requested from the Contractor to demonstrate the percentage cost over invoice submitted for Time and Material Rates for materials, equipment rental and subcontractors.

**V. TERMS AND CONDITIONS**

**A. CONTRACT**

1. If this bid is accepted and awarded, it shall become the contract document that governs the administration of the contract. All portions of this bid, including the 100% Bid Documents, Procurement Specification, Drawings, any addenda, amendments, modifications, or any other extraneous matter incorporated shall be applicable as a result of this invitation to bid.

**B. CONTRACT PERIOD**

1. Any resulting contract(s) shall commence upon contract award. The Contract is to be for one (1) year with the option to renew for five (5) additional one-year periods at the sole option of the school system pending successful performance and availability of funding.

C. CONTRACT MANAGER

1. The Howard County Public School System's Contract Manager, Charles Nethken, Grounds Services, 410-313-2577, shall be responsible for the day-to-day administration of the contract upon award by the Howard County Public School System. All communications on projects are to be directed to the Contract Manager only. No instructions, directions, and information are to be given to the Contractor by any other HCPSS personnel. Any change order work shall not proceed until a change order to the purchase order has been issued by the Purchasing Office confirming this additional work and the applicable additional cost.

D. TERMINATION FOR DEFAULT

1. When the Contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of The Howard County Public School System. Failure on the part of the Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to recover any costs incurred by the Contractor up to the date of termination. Notification shall be in writing and shall be issued 30 days prior to termination date. In the event of default of contract The Howard County Public School System may procure services from other sources. The Contractor found in default will be held responsible for all costs incurred.

E. TERMINATION FOR CONVENIENCE

1. The Howard County Public School System may terminate this contract, in whole or in part, without showing just cause upon giving written notice to the Contractor. The Howard County Public School System shall pay all reasonable costs associated with termination of the contract. However, the Contractor shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

F. PRICE ADJUSTMENTS

1. The Howard County Public School System will only consider adjustments on labor rates based only upon federal minimum wage increases and decreases in the Consumer Price Index (CPI-W), Baltimore Region, as published by the Bureau of Labor Standards. Requested increases above a 10% cap will not be considered. In order to receive consideration for a price increase, the contractor must submit to The Howard County Public School System, sixty (60) days prior to the contract expiration date, a statement of any change in the hourly rate wage actually to be paid to its employees during the renewal term. Adjustments will be calculated by comparing the current index with the previous year's index so as to determine the change in index points. The point change will then be divided by the price index to obtain the percentage of change. The percentage of change will then be multiplied by .75 to obtain the adjustment to be applied to the current prices.
2. The Howard County Public School System will also consider adjustments based on fees outside of the control of the Contractor, such as manufacturer price increases. However, such increases will be a "pass through" to the Howard County Public School System with no mark-up allowed. For such changes to be considered by the Howard County Public School System, documentation from the manufacturer (or any other applicable party) assessing a cost increase must accompany a written request from the Contractor. The Howard County Public School System will then review the request and advise the Contractor of approval or disapproval of the price change request.

3. Price increase requests will not be considered if not accompanied with the proper information.

G. LIQUIDATED DAMAGES

1. Liquidated damages shall be assessed at the rate of **five hundred dollars (\$500.00)** per calendar day beyond the completion date indicated on the purchase order for work not 100% complete.
2. The Contractor agrees that the sum specified for liquidated damages for delay by the Contractor is not a penalty and is liquidated damages, that the damages resulting to the Owner for delay in completion by the Contractor are difficult of ascertainment and that the amount specified is not grossly excessive and it is not out of proportion to the damages that might readily be expected to result from delay caused by the Contractor. Excluded from the liquidated damage provision, however, are any damages for loss of use of any facility of the Owner that arises from a delay and the Owner expressly reserves the right to claim damages for such loss of use. The Contractor agrees that it has freely bid on this contract with the full and complete knowledge of the provisions for liquidated damages and waives all objections to such provisions as a penalty.
3. In addition, the Owner shall assess and deduct from the contract sum any and all extra costs associated with maintaining the project (e.g. engineering fees, Owner's overtime, etc.) for each calendar day of delay that the Contractor extends substantial completion of the entire work beyond the completion date or time stipulated in the Contract Documents.
4. Any delays to projects must be communicated to the Contract Manager immediately.

H. TAXES

1. The Howard County Public School System is tax exempt, and the price quoted shall not include federal excise taxes, state or local taxes, or use taxes.
2. The bidder is responsible for all taxes, including but not limited to sales and use taxes on the purchase of the bidder's equipment and materials, or any equipment and materials supplied to the Board of Education on the project.

I. BILLING AND PAYMENT

1. The Contractor shall submit invoices to the Howard County Department of Education, (Name of Department), 10910 Clarksville Pike, Ellicott City, MD 21042, Attn: (Name of Contact), at the completion of each job. Invoices must contain the following information:
  - a) Purchase Order Number
  - b) Name of school
  - c) Description of work along with quantities
  - d) Start date and completion date
  - e) Total due

J. FUNDING

1. The contractual obligation of the Board of Education under any resulting contract is contingent upon the availability of appropriated funds.

K. ORDERS

1. Orders shall be in the form of an official Howard County Public School System Purchase Order. No deliveries are to be made under any contract(s) resulting from this bid without a purchase order.

L. PROCUREMENT CARD

1. The Howard County Public School System utilizes a Purchasing Card Program. Purchases resulting from this solicitation may be made through a Visa/Mastercard credit card. Bidders are prohibited from charging any additional costs/fees above and beyond the established contract prices to process such orders. Bidders lacking Visa/Mastercard capability should contact the Purchasing Office.

M. INSURANCE

1. See ATTACHMENT A, INSURANCE REQUIREMENTS.

N. MATERIAL SAFETY DATA

1. Pursuant to Occupational Safety and Health Act (OSHA) 29CFR1910, where applicable, MSDS for the products supplied or used as a result of this contract must be attached to each shipment of product as well as mailed to:

The Howard County Public School System  
Department of Environment  
10910 Clarksville Pike  
Ellicott City, MD 21042

2. Bidders must include the most currently available MSDS sheets for all mastic remover solvents utilized along with the Bid Price Sheet. MSDS sheets shall provide 100% disclosure of all mastic remover solvents.

O. ASSIGNMENTS

1. The Contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Howard County Public School System. Unless the performance is expressly waived in writing by the Howard County Public School System, an assignment does not release the Contractor from responsibility for performance of this contract. Assignment or subcontracting without the written approval of the Howard County Public School System will be cause for termination.

P. SUBCONTRACTORS

1. Subcontractors may not be employed to perform any work under any resulting contract(s) unless specifically approved by the Contract Manager.
2. Nothing contained in these contract documents shall create any contractual relation between any subcontractor and the Howard County Public School System.

Q. TOBACCO FREE AND ALCOHOL/DRUG FREE ENVIRONMENT

1. The Board of Education of Howard County maintains a tobacco, alcohol/drug free environment. The sale or use of tobacco, alcohol or drugs, in any form, or related product, is prohibited in school buildings and grounds at all times. Persons found violating this policy will be requested to remove the product and themselves from school premises.

R. CRIMINAL HISTORY BACKGROUND CHECKS

1. All employees, agents, or representatives of the awarded Contractor who will be performing work on any phase of the contract arising out of this Bid may be subject to a criminal history background check by the school system. Such persons, if requested by the school system, must provide fingerprints and other required

information to facilitate such a check, as well as the necessary fees to obtain such a check from the federal or state government. At the completion of a background check, the school system may, at its sole discretion, decide that a particular employee, agent, or representative of the Contractor be barred from school system property.

S. CHILD SEX OFFENDER NOTIFICATION

1. Sex Offender Requirement: Maryland law requires certain sex offenders to register with the local law enforcement agency; See Maryland Annotated Code, Criminal Procedure Article, §11-704. One of the purposes of this law, is to inform school systems when a Registered Sex Offender is residing or working in the area. When the sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.
2. As a contractor working for Howard County Public School System (HCPSS), we require that you do not employ Registered Sex Offenders to work on projects for our school system if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services on HCPSS property. Further, Maryland Law that became effective June 22, 2006, requires that any person who enters a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender; See §11-722 Criminal Procedure Article. 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 fine.
3. Each contractor shall screen their work-forces to ensure that a Registered Sex Offender does not perform work at a county public school and also ensure that a subcontractor and independent contractor conducts screening of its personnel who may work at a school. The term "work force" is intended to refer to all of the contractor's direct employees and subcontractors and/or independent contractors it uses to perform the work. Violations of this provision may cause HCPSS to take action against the contractor up to and including termination of the contract.
4. 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 property 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 a sexual offense, child sexual abuse and crimes of violence.
5. The Contractor shall submit to HCPSS a listing of any employees assigned to perform under this agreement and certify that the necessary criminal history records checks have been conducted and that each employee complies with the requirements.

T. MULTI-AGENCY PARTICIPATION

1. Under §5-112, Paragraph (3) of the Education Article of the Annotated Code of Maryland HCPSS may with Board of Education approval participate in contracts for goods or commodities that are awarded by other public agencies or by intergovernmental purchasing organizations if the lead agency for the contract follows the public bidding procedures. HCPSS therefore reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools,

non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.

2. Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award.

U. MINORITY BUSINESS ENTERPRISE PARTICIPATION

1. Certified Minority Business Enterprises are encouraged to respond to this solicitation notice. Minority Business Enterprise participation shall be as defined by the procedures established for State of Maryland funded public school construction projects.
2. The contractor or supplier who provides materials, supplies, equipment, and/or services shall attempt to achieve the established goals determined for each project from certified minority business enterprises. The bidder or offeror agrees to make a good faith effort to achieve the established goals when applicable.

V. BUILDING/SITE OCCUPANCY

1. Under no circumstances shall any driveway, access road or walkway be blocked by the Contractor's vehicles to prohibit use of, or disruption to pedestrian or vehicular traffic to the buildings or site.

W. PROJECT SCHEDULE

1. The majority of on call concrete work will take place during spring breaks, summers and occasional weekends. Most projects are planned in advance. Some projects may be performed in conjunction with renovations. Selected Contractors are to expect time constraints for any given project.
2. A school calendar for the 2019/2020 school year is available at the [hcpss.org](http://hcpss.org) website.
3. By submission of a bid, the Bidder agrees that once work commences, it shall be pursued on a daily basis until completed. Schedules will vary from project to project. Specific schedules will be given for each project and will be identified on the Purchase Order.

X. LOCAL OFFICE

1. The Contractor shall maintain a local office with telephone available for receiving and make calls throughout the working day and shall have available locally sufficient storage space for materials and equipment located within 75 miles of the school system.

Y. CONTRACTOR'S COORDINATOR

1. The Contractor shall provide, at least one person who shall be designated as the Project Manager. The Project Manager shall be the Contractor's agent for reviewing the project in the field when required with the school system's representatives and shall be the channel for all inquiries concerning work in progress or work to be started under this contract.



2. The Project Manager should be readily available to review all phases of the project when requested by the school system. The Contractor shall notify the school system for his approval of any changes in persons designated as Project Manager.

Z. IDENTIFICATION

1. All contractor personnel, working in or around buildings designated under this contract, shall have a valid driver's license or photo ID in their possession at all times and wear distinctive uniform clothing while on the school system's premises.
2. Contractors will be required to provide identification and sign-in and sign-out at the front office at each site on a daily basis during the course of each project.
3. The contractor shall determine and provide additional personal protective equipment required for the safe performance of work. Protective clothing, equipment, and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used. Vehicles used by the contractor must be identified in accordance with state and local regulations and, if applicable, be labeled with an appropriate license number identifying the company's business license.

AA. WORKING HOURS

1. All work shall be performed during normal work hours. Normal hours of work shall be defined as between the hours of 6:00 AM and 6:00 PM, Monday through Friday. Work may be performed on Saturdays, Sundays and holidays subject to the Contract Manager's written approval. The work shall be carried forward during normal work hours unless the Contractor elects on his own volition to extend operations beyond regular hours. Overtime charges shall be borne by the Contractor and will not be approved for payment.

BB. MAINTENANCE OF MANPOWER

1. Any staff changes by the selected Contractor(s) must be reviewed and approved by HCPSS prior to any reassignments being made.

CC. RIGHT TO ASSIGN WORK

1. The school system reserves the right to complete particular projects through this contract through the use of HCPSS employees or to obtain separate contracts through its normal procurement process according to the best interests of the school system.

DD. PROTECTION OF ADJACENT FACILITIES AND PROPERTY

1. The Contractor shall continuously maintain adequate protection of all his work from damage, and shall protect the Howard County Public School System property from injury or loss arising in connection with this contract. He shall make good any damages, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the Howard County Public School System. He shall adequately protect adjacent property as provided by law and the contract documents.
2. If deemed necessary, box trees along the way of access, also all trees and shrubbery surrounding the building which are liable to injury by the moving, storing, and working up of materials. Use no permanent tree for attachment for any ropes or derricks. Replace and put in good condition every public way and private way, catch basin, conduit, trees, fence or things injured in carrying out this contract,

unless the same shall be permanently done away with by order of the Howard County Public School System.

3. The Contractor shall erect and properly maintain at all times, as required by the condition and progress of the work, all necessary safeguards for the protection of workmen and the public, and shall post danger signs warning against the hazards created by such features of construction as protruding nails, overhead hoists, well holes, elevator hatchways, scaffolding, window openings, stairways, falling materials and overhead work.
4. In any emergency affecting the safety of life, or of the work, or of the adjoining property, the Contractor, without special instruction or authorization, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury. However, if he is specifically instructed by proper authority, he shall so act without appeal. Any compensation claimed by the Contractor on account of emergency work shall be only authorized by the Howard County Public School System.

EE. RESPONSIBILITY OF BIDDERS

1. The Contractor is assumed to be skilled in his trade, and is solely responsible for compliance with health and safety regulations, performing the work in a safe and competent manner, and in installation procedures required for the work as outlined in these Documents.

FF. PERMITS, CODES, AND LAWS

1. All work shall be in accordance with the following rules and regulations and any applicable laws:

National Fire Protection Association (NFPA)  
Basic National Building Code (BOCA)  
International Building Code (IBC)  
State Building Code (SBC)  
Local Building Codes (LBC)  
National Electrical Code (NEC)

2. Where any of the above is at variance with the drawings and specifications, the code requirements shall take precedence, and any cost necessary to meet these shall be included in the Contract.
3. The Contractor is assumed to be skilled in the trade, and is solely responsible for compliance with OSHA regulations, performing the work in a safe and competent manner and in installation procedures required for this work. All supervision assigned to this project shall be experienced in this type of work. This Contractor's Superintendent shall be designated as the "safety inspector," unless the Contractor appoints another.
4. Contractor shall apply for, and pay for, all permits required to perform this work. These costs are to be included in Contractor's Bid Price.

GG. ASBESTOS MATERIALS

1. No products shall contain asbestos.
2. Bidders/Contractor may be required to submit documentation stating that the products ordered, provided or supplied under this contract do not contain asbestos.
3. Any products from the Bidder/Contractor found to be containing asbestos shall be promptly removed from HCPSS property at the expense of the Bidder/Contractor.

Credit for the product removed will be issued at the price paid. Bidder/Contractor shall be responsible for any disposal and removal costs.

HH. LEAD PAINT: 40 CFR PART 745 RENOVATION, REPAIR, AND PAINTING RULE

1. Any contractor disturbing known lead based paint surfaces of greater than 6 square feet (interior) and 20 square feet (exterior) in HCPSS facilities constructed prior to 1978 and within areas housing children under the age of 6 years shall comply with Environmental Protection Agency's (EPA) 40 CFR Part 745, herein known as the "Rule". The contractor shall be a certified firm, employ a certified renovator, and follow proper lead paint work practices.
2. A certified firm is a company who has successfully registered with the EPA. A certified renovator is an individual from the firm who successfully completed an accredited EPA 8-hour class per the Rule.
3. Examples of impacted areas may include kindergarten classrooms, early childhood classrooms, restrooms commonly used by children under 6 years of age, elementary cafeterias and gymnasiums, before and after care rooms, and high school teen's childcare environments. Exterior work is impacted by this Rule if within 10 feet of windows and/or doors to an interior classroom housing children under the age of 6 or an outdoor activity area, such a macadam or mulched play area.
4. HCPSS will identify the presence or absence of lead base paint within affected work areas and documentation will be made available upon request.
5. HCPSS will provide project notification and educational pamphlets as required per the Rule.
6. Contractor is to notify HCPSS Contract Manager and/or Office of Safety, Environment, and Risk Management when work area is ready for a Cleaning Verification Procedure as defined by the Rule. HCPSS will provide a certified third party to perform dust sampling. EPA's visual verification card will not be accepted.
7. The Contractor's Certified Renovator shall be present as per the Rule during posting of signs, work area setup, and work area clean-up. Upon a request, the Certified Renovator shall be able to physically respond on-site within two hours.
8. HCPSS Contract Manager and/or Office of Safety, Environment, and Risk Management will sign related documents for the Contractor as required per the Rule.

II. SITE WORK REQUIREMENTS

1. Contractor is responsible to work in a neat and orderly fashion, such as to minimize disruption of Owner's employees. Job site shall be kept clean and free of debris.
2. Contractor shall work between the hours affirmed by the school system's Contract Manager. The HCPSS Contract Manager must approve any work performed outside of these hours.
3. Owner will not provide storage for the Contractor's tools, equipment, and materials. Owner does not assume responsibility for the security of these items.

JJ. SIGN-IN REQUIRED

1. Contractors will be required to sign-in and sign-out with the Front Office at each site on a daily basis during the course of each project.

2. Abatement contractors will be required to sign-in and sign-out with the industrial hygienist on a daily basis during the course of each project.
3. mentioned above will be reshaped, seeded, and mulched, or otherwise restored, as they existed prior to work.

KK. WARRANTY

1. All products shall minimally carry a standard factory warranty against defects in parts and workmanship for the period stated in the manufacturer's specifications and/or for a minimum of one year.

LL. DEMONSTRATION

1. Should any using school or office require a demonstration of equipment furnished by a Contractor, the supplying Contractor shall be obligated to provide such demonstration and use instruction to the requesting school or office at no additional cost. The use demonstration shall be accomplished at the school or office location.

MM. ACCEPTANCE & INSPECTION

1. All work shall be subject to the inspection and approval of Howard County Public School System's Contract Manager during construction and before final payment is made.

NN. CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

1. Upon completion of a project or at any time during the project, the awarded contractor shall receive a performance evaluation scorecard rating the contractor's performance on the project. The evaluation scorecard will become part of the contractor's permanent file. A sample Contractor Performance/Evaluation Scorecard is included with the bid documents.
2. The evaluation scorecard shall include the following performance indicators; Quality of Work, Responsiveness, Professionalism, Resources, Schedule Management, Quality Control, Deficiency Resolution, Submittal Management, Training, Appearance, Security, Safety, Utility Conservation, Disruptions, Quality of Materials, Emergency Response, Hazardous Materials, Innovation, Teamwork, Cost Management, Billing, Compliance.
3. A contractor shall have up to 3 weeks after notification to appeal, challenge or otherwise dispute the scorecard results. After the 3-week period, the scorecard shall be considered final and accepted by the contractor.
4. A contractor receiving a 70% or less overall evaluation scorecard rating for a project may be disqualified for bidding on any future projects with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options.

VI. GENERAL SPECIFICATIONS

A. FLAGGING OF MOTOR VEHICLE TRAFFIC

1. For all construction contracts requiring the flagging of motor vehicles licensed for operation on the highway of Maryland, said flagging shall be conducted as specified in the Manual on Uniform Traffic Control Devices for Streets and Highways. All the flaggers must carry a proof of flagging certification certified by Maryland State Highway Administration and wear safety vest during construction. The Contract may be terminated if this compliance cannot be met. An in-house traffic control team is strong recommended, but not mandatory.

B. BARRICADES AND WARNING SIGNS

1. The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Effective barricades shall protect all highways and other department facilities closed to vehicular traffic, and obstructions shall be illuminated during hours of darkness with electric lights.
2. The Contractor shall erect warning signs in advance of any place on the project where operation may interfere with the use of the facility to vehicular traffic and at all other points where the new work crosses or coincides with an existing roadway or traffic lane(s). Such warning signs shall be constructed and erected in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways.

C. PRESERVATION AND RESTORATION OF PROPERTY

1. The Contractor shall be responsible for all damage or injury to property or any character during the execution of the work, resulting from any act, omission, neglect or misconduct in his manner or method of executing said work satisfactorily, or due to his non-execution of said work, or at any time due to defective work or materials; and said responsibility shall not be released until the work has been completed and accepted. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work or in consequence of the non-execution thereof on the part of the Contractor, he shall restore, at his own expense, such property to a condition similar to, or equal to, that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner. In case of the failure to make good such damage or injury, the Board of Education may, upon 48 hours notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed from any monies due to which may become due the Contractor under this contract.
2. Further deterioration of the property site, over and above the estimated repair cost, as a result of weather, vandalism, etc. shall be negotiated for repair using a square foot, lineal foot, or square yard basis.
3. Contractor is responsible for seeding and strawing all disturbed areas. Seed mix MUST be approved by the Contract Manager prior to application.

VII. CAST-IN-PLACE CONCRETE WORK SEQUENCE/SPECIFICATIONS

A. QUALIFICATIONS OF INSTALLERS

1. Installers shall be thoroughly trained and experienced in placing the types of concrete specified. Use only thoroughly trained and experienced concrete finishers for finishing of exposed concrete surfaces.

B. REMOVAL OF EXISTING PAVEMENT

1. Removal of pavement, including base courses, sidewalk, curb and gutter combination curb and gutter shall be for the full depth replacement.
2. Where sidewalks, curb and gutters and/or dumpster pads are to be installed or replaced the Contractor shall saw cut at existing asphalt/concrete to a minimum of 3" so as to provide a clean joint between existing asphalt/concrete and new

asphalt/concrete. The remaining depth of asphalt/concrete shall be chiseled back even with the saw cut.

3. The contractor shall use suitable equipment, tools and methods for cutting and trimming as well as removing the materials to the neat lines set by the Contract Manager and shall not disturb or damage the sections of base or pavement to be salvaged.
4. Damage done by the Contractors equipment or methods to those areas designated for salvaging shall be replaced at the contractor's expense.
5. All debris associated with removals shall be transported offsite daily and disposed of in a legal manner.

C. SUBGRADE PREPARATION

1. This work shall consist of the preparation, protection and maintenance of the subgrade prior to the construction of any courses.
2. All soft and unstable material and any other portions of the subgrade, which will not properly compact, or serve the purpose intended, shall be removed and disposed of and replaced with specified material.
3. Replace additional subgrade, only after approved by Contract Manager,
4. The materials to be used in the subgrade shall be those acceptable soils encountered in the excavation of the project, including borrow excavation.
5. Graded aggregate for subbase course shall be CR-6. CR-6R is not acceptable.
6. The subgrade shall be compacted to a firm and unyielding subbase brought to the line and grade shaped to the specified cross section. The finished subgrade shall not deviate more than  $\frac{1}{4}$  in. from the grade that is established. The subbase shall be compacted and smoothed over its full width by use of steel-wheeled roller. In locations where rolling is not feasible, compaction by mechanical tampers or vibratory compactors may be required.
7. No surfacing material, concrete, shall be installed until the subgrade has been approved by the Contract Manager.

D. MESH

1. All wire fabric shall conform with "Specifications for Steel Welded Wire Reinforcement, Plain for Concrete", ASTM A-185/ A-185M-07. Concrete shall not be placed until all reinforcements is securely and properly installed to its correct position.
2. Steel reinforcement shall consist of furnishing and placing bar steel or steel fabric reinforcements as shown on the plans and required by the contract.

E. BAR REINFORCEMENT

1. Pinning is required when joining new concrete to existing concrete using  $\frac{1}{2}$  inch-rebar on 12"-18" centers
2. Drill  $\frac{5}{8}$  inch holes keeping at least six inches in from the edges to avoid breaking chips out of old concrete. Far enough from edge so not to cause damage.

3. Flush holes with water, inject epoxy in the backs of the holes, and insert 12" lengths of rebar into the holes, twisting them to ensure an even coating of epoxy around their circumferences and along their lengths with the holes.

F. FORMS

1. Forms shall be of steel or wood and shall extend to the full depth of the concrete. All forms shall be straight, free from warp and of sufficient strength to resist pressure of the concrete without displacement. Bracing and staking of forms shall be such that forms remain in both vertical and horizontal alignment until their removal.

G. FORM RELEASE COMPOUND

1. Form release compounds shall effectively prevent the bond of the concrete to the forms. The compounds shall not cause discoloration of the concrete nor adversely affect the quality or the rate of hardening at the interface of the forms.

H. CONCRETE:

1. Shall be ultimate strength design with minimum compression strength at 28 days as indicated on drawings. All slabs on grade and where not otherwise indicated shall be 3000 psi. minimum. All concrete shall be plant or transit mixed in accordance with ASTM C 94 and recommendation of National Ready-Mixed Concrete Association. Slump shall be 4" plus or minus one inch (1") with a maximum of five inches (5") at point of concrete discharge. Concrete shall have minimum 6 bags of cement per cubic yard.

I. EXTERIOR CONCRETE, PAVING AND CURBS

1. Exterior concrete, paving and curbs shall be constructed of 4000 psi. air-entrained concrete. Consult drawings for details and locations of items. Where not otherwise indicated, walks shall be constructed of 4 in. thickness with 6 x 6 -W1.4 x W1.4 mesh. Exterior concrete mix designs shall not include ground granulated blast furnace slag.

J. ADMIXTURES

1. All exterior concrete slabs and exterior items shall contain an air entraining agent conforming with ASTM C-260. Provide 5 to 7% air content in freshly mixed concrete. Admixtures may not be used in any other concrete on this work without the specific approval of the contract manager. Interior floor slabs contain a densifier agent equal to Sika Chemical Corporation "Plastiment" or Master Buildings "Pozzoloth 200-N".

K. PREMOLDED JOINT FILLERS

1. Bituminous types shall conform with ASTM D-1751. Approved joint fillers are:
  - a. "Sealtight Fiber Expansion Joint", W. R. Meadows
  - b. "Fiber-Expansion Joint", BVS Concrete Specialties
2. Non-bituminous types shall conform with ASTM D-1752, type II or III, non-extruding, resilient, compressible, ¼ inch size unless otherwise noted. Approved nonbituminous joint fillers are:
  - a. "Sealtight Cork Expansion Joint", W.R. Meadows
  - b. "Bontex", Rubberrite Rubber Products
3. At exterior sidewalks and at curb and gutter, premoulded joint fillers shall be 3/8 inch thick cork unless otherwise noted.
4. Calcium Chloride

- a. **Calcium chloride shall not be used or other materials containing antifreeze agents or chemical accelerators.**
5. Granular base beneath slabs
  - a. All concrete sidewalks and slabs shall have a minimum of 4" of Graded Aggregate Subbase (CR-6) compacted.
  - b. All curb and gutter shall have a minimum of 6" of Graded Aggregate Subbase (CR-6) compacted.
6. Tactile warning surfacing
  - a. Tactile warning surfacing shall be Armor Tile as manufactured by Engineered Plastics, Inc. (800-682-2525). Surfacing shall be yellow in color, conforming to Federal Color No. 33538. Color shall be homogenous throughout tactile mat. Mats shall extend full width of ramp by 24". Provide mats in one piece. Do not use multiple mats or individual tile to form warning surface.
7. Joint spacing at Exterior Concrete
  - a. Where not otherwise indicated expansion joints at exterior concrete shall occur as follows:
    - (1) Sidewalks: max. 20' o/c.
    - (2) Curbing: max. 50' o/c. for expansion joints with control joints @ 10' o/c. max.
    - (3) Paving: areas not exceeding 400 sq. ft. or 20 ft. in any direction.
  - b. Take all means necessary to provide fully filled out, smooth, clean, and properly aligned surfaces free from pockets and blemishes. Rub exposed concrete to remove fins and deformations.
  - c. Unless otherwise indicated on the drawings, make all slabs even and uniform in appearance and, where no slope is required, level within plus or minus 1/8 inch in 10 feet. Where floor drains or floor slopes are indicated, slope slabs uniformly to provide even fall for drainage.
  - d. Pour slabs in sections not exceeding **500** sq. ft. Use screed key construction joints to separate sections. Control joints may be saw cut if appropriate machine is used immediately after finishing is complete. Construction, expansion, and control joint locations shall be as indicated or as approved by the contract manager. Curing compound shall not be used where polymer flooring surface is used.
  - e. Fill all joints with sealant at exposed slabs. Seal tight around all slab penetrations and where slab abuts concrete walls.
8. Protection and Curing
  - a. Protect all concrete from injurious action of the elements and defacements of all nature during construction operations.
  - b. Until forms are removed, keep all forms sufficiently wet to prevent drying out of the concrete.
  - c. Cure slabs by keeping the exposed concrete surface moist and covered for a period of at least 5 days after the concrete has been placed.
9. Concrete Finishes



- a. Exterior slabs - Unless otherwise noted, wood float to compact finish, trowel, and apply light broom finish. Broom finish at each area shall be in one direction as indicated on drawings or as directed.

10. Form Removal

- a. Forms shall not be removed for at least 12 hours. Forms shall be removed carefully so as to avoid damage to the pavement. If the curing period has not expired, the sides of slabs requiring no repair shall continue to be cured by one of the approved methods for the unexpired time.

11. Defects

- a. If concrete is not formed as indicated, is out of alignment or level, or shows defective surface, it shall be considered as not conforming with intent of contract documents and shall be subject to rejection. **Rejected concrete work shall be removed and replaced at contractor's expense.**
- b. **Concrete damaged by the contractor, shall be replaced to the nearest control joint.**

L. TOPSOILING/ BACKFILL RESTORATION

- 1. All adjoining lawn areas to the new paving or areas that have been disturbed will be install 4" or screen topsoil, reshaped, seeded, and mulched, or otherwise restored, as they existed prior to work.
- 2. All imported topsoil shall be screened and of uniform composition with no subsoil, clay lumps, stones, stumps, roots or similar objects larger than ½ inch in any direction. Topsoil shall contain 50-60 % sand, 15-20% silt and 10-15% clay; have a ph value between 5.8- 7.0 and contain 1.5%-5% organic matter by weight.
- 3. The finished seeded surface shall be smooth and true to a tolerance of 0.1 foot, and if any irregularities or water retaining depressions occur, they shall be corrected by grading, placing additional topsoil, and reseeded. The area shall be free of stone, sticks or other material one-half inch or more in any dimension.

M. SEEDING

- 1. Contractor is responsible for seeding and strawing all disturbed areas All transitional areas between new and existing turf. Scarify area four (4) feet wide from edge of newly placed to existing turf. Rake to form a smooth even slope from seeded area to existing grade. Roll lightly to press seed in contact with soil. Apply seed to all topsoil areas at a rate of 5-8 lbs per 1,000 sq. feet of turf area using an approved seeder by either drilled, spreaders (Conventional Seeding Method), or hydroseeder.

N. SEED MIXTURE

- 1. The turfgrass seed mixture shall conform to the following requirements:

<u>SPECIES</u>	<u>% BY WEIGHT</u>	<u>% PURITY</u>	<u>% GERMINATION</u>
Turf Type Tall Fescue	96 %-100%	98	90
Kentucky Bluegrass	5 %-10 %	98	85

- 2. Improved varieties of each species are required. Acceptable varieties of Tall Fescue mix is to contain any two (2) certified varieties from the latest issue of the University of Maryland Memo No. 77.

3. Acceptable varieties of certified Kentucky Bluegrass include Baron, Cheeri, Columbia, Monopoly, Nassau, Ram I, Vantage, and Victa.
  4. Seed mixtures must be free of any prohibited and restricted noxious weeds in accordance with the Maryland Seed Law.
  5. Seed lots must be blended and certified as per the general certification specifications of the Maryland Department of Agriculture.
  6. Seed filling must comply with the MARYLAND SEED AND REGULATIONS LAW.
  7. Seed mix MUST be certified seed approved by the contract manager prior to application.
  8. All seed shall be certified with complete and accurate analysis tags attached to each container. The Contractor shall save all seed tags and submit them to the Contract Manager.
- O. STABILIZATING SEEDED AREA: (STRAWING)
1. Mulch the newly planted area with straw 1/2 "- !" thick 1-2 bales per 1,000 square feet. Or with cellulose fiber at a rate 650 lbs /half acre. Stabilize the mulch with wither chemical tacking, cellulose fiber or Crimping. Precautionary measures shall be taken to prevent marking or defacing structures, pavement, utilities or plantings.
  2. Excess and waste material shall be removed daily, all pavements shall be left broom cleaned, and all damaged areas of existing turf shall be restored to their original condition.
- P. GUARANTEE
1. All work shall be guaranteed for period of one year from the date of acceptance.
- Q. MANHOLES, VALVE BOXES, INLETS, ETC.
1. Manholes, valve boxes, inlets, and other structures within the area to be surfaced shall be raised and adjusted to grade prior to placing of the surface course.
- R. ACCEPTANCE & INSPECTION
1. All work shall be subject to the inspection and approval of Howard County Public School System's Contract Managers during construction and before final payment is made

#### VIII.CONCRETE SLAB RAISING (SLAB-JACKING)

- A. QUALIFICATIONS OF INSTALLERS
1. Installers shall be thoroughly trained and experienced in slab raising for concrete. Use only thoroughly trained and experienced with the process of raising concrete pavement slabs and filing voids under them.
- B. DESCRIPTION:
1. Specifications cover the furnishing, boring, drilling, pumping cementitious grout slurry and appurtenances for raising existing concrete slabs to their original lines and grade, or filling the void between the bottom of the existing concrete slab and the subgrade
  2. The work described in each item includes the furnishing of all materials, equipment, supplies, tools, the performance of all labor and services, and all

incidentals necessary to complete the concrete slab raising and/or void filling under the concrete slab in a neat, substantial and workman-like manner.

C. SLAB RAISING MATERIAL

1. Cement Slurry Mixture: The slurry mixture used for raising concrete slabs shall be composed of limestone and water. Portland cement can and will be used when lifting curb and gutter as well as any other areas with high water flow. Lime/Portland Mix 4:1 ratio. This should be accomplished by use of continuous mixer,
2. All materials for job site shall at all times be mobile and not stored in the road or walk area unless agreed upon between Contractor and Contract Manager.
3. Slurry material for Slab and Curb Raising shall be mixed with enough water to a workable consistency (4-8 inch slump).
4. There will be NO deviation from the specified mix design.
5. All holes drilled for injection pumping shall be repaired with non-shrink grout.

D. EQUIPMENT

1. Mixing equipment shall be a self-contained mixer with calibrated mixing and delivery capability,

E. EXECUTION:

1. Holes: The hole size for slab raising operations shall be one inch (1"). The holes shall be spaced as necessary to uniformly assure complete communication of slurry between holes. The Contractor shall drill holes with an experienced personnel only and the contractor shall exercise caution to prevent cracking of concrete slab in which the hole is being drilled.
2. Slab Raising: Slabs shall be raised to the required elevation and pitched at one-eighth (1/8) inch to one-quarter (1/4) inch per twelve (12) inches of lineal run, or as directed by the Contract Manager. If required, saw cuts shall be made at joints to allow free movement of the work. Saw cutting is incidental to the unit price as bid for slab raising.
3. During the raising operation care must be taken to select the order of using the hole so that cracking of the slab will be prevented.
4. Care must be taken to make sure that each hole is used as often as necessary to provide proper support for the slab,
5. A string line or surveyor's level must be used when long slabs being raised to grade.
6. Patching Holes: Holes shall be cleaned the full depth of the slab by removing excess slurry. Slab raising holes shall not be cleaned out and patched until the slurry that was pumped has been allowed to stabilize.
7. Clean Up: The contractor shall remove and properly dispose of dirt and debris resulting from execution of work. Area of work shall be hosed down after completion. Surrounding pavement and grass areas adjacent to slab raising shall be restored to existing conditions.
8. Any concrete that is damaged by the Slab Raising operation shall be replaced or repaired by the Contractor at the contractor's expense.

9. Two year warranty on leveling work from date of completion which provides labor and material to repair any deficiency in workmanship or nonconformance to the contract.

#### IX. CAULKING AND SEALANTS

##### A. QUALIFICATIONS OF INSTALLERS

1. Installer shall be thoroughly trained and experienced in caulking and sealants for concrete sidewalks. Use only trained and experience with a minimum of three (3) years. The Manufacturer of the sealant used shall have been in the business of manufacturing of sealants for not less than 10 years. Comply with joint manufacturer printed installation instruction and recommendations of ASTM C962 for use of joint sealants and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

##### B. DESCRIPTION:

1. Scope: Work of this Section shall include all materials and installation necessary to provide backer rod and caulking for horizontal sidewalk joints in concrete. Provide sealant backing of material and type that are non-staining; are compatible with joint substrates, sealants, primers and other joint fillers; Joint Tolerances: comply with manufacturer's joint width/depth ratio limitations
2. Backer Rods: Preformed compressible, resilient, non-staining, non-extruding strips of flexible, plastic foam of material indicated below and of size, shape and density to control sealant depth and otherwise contribute to producing optimum sealant performance
3. Closed cell polyethylene foam, non- absorbent to liquid, water, gas, and non-outgassing in enrapture state.
4. Certificates: Submit certification that sealants proposed for use, comply with the Contract Documents.
5. In the event that the joint is deeper than the backer rod placement than sand will be permitted to the level of the backer rod placement with the approval of the Contract Manager.

##### C. SITE CONDITIONS:

1. Environmental Requirements: Do not apply materials when temperature is below 40°F, nor under extreme temperature conditions when joint openings are at maximum or minimum width. Should be poured into joint when joint slot is at mid-point of its designed expansion and contraction.

##### A. MATERIALS

1. Exterior Joints-Horizontal Paving Joints: Self-leveling polyurethane; Sikaflex-1cSL with an accelerated curing capacity. Meets Federal Specifications TT-S-00230C, Type 1, Class A, Meets ASTM c-290, Type S, Grade P, Class 25, use T,M,A,G,I.

##### E. PREPARATION

1. General: Carefully examine before beginning work; report defects.
2. Substrate: Inspect and clean surfaces to insure that no bond-breaker materials contaminate the surface to which the sealant is to adhere and to ensure that

unsound substrates are repaired Joint walls shall be sound, clean, dry and free of oil and grease

3. Prepare joints in accordance with manufacturer's recommended instruction to ensure maximum adhesion. Prime as required, protecting adjacent exposed surfaces.

B. APPLICATION

1. General: Install in conformance with referenced standards, manufacturer's written directions, as shown, and as specified.
2. Protection: Protect surfaces adjacent to joints to receive sealant. Cover joints in walking surfaces with heavy duty, non-staining tape, until material has dried.
3. Installation: General: Install sealant materials per manufacturer's instructions Pour sealant into joint slot in one direction and allow sealant to flow and level as necessary.
4. Provide sealant depth of  $\frac{1}{2}$  joint width; minimum depth of  $\frac{1}{4}$ "; maximum of  $\frac{1}{2}$ ", unless otherwise required by the manufacturer. Proper design is 2:1 width to depth ratio. Backer rod is required for all horizontal joints.
5. Backer Rod: Install using blunt or rounded tools to insure uniform ( $\pm\frac{1}{8}$ " ) depth without puncturing material. Use oversize backer rod; minimum of 33% for closed cell type; minimum of 50% for open cell type, unless otherwise required by the manufacturer.

C. CLEANING

1. General: Upon completion, thoroughly clean exposed surfaces per manufacturer's instructions. Perform cleaning in a manner that will not affect the appearance of the sealant or the adjacent finish material.
2. Upon completion of the work specified in the contract and before final payment will be made, the construction area and all other adjoining areas occupied by the Contractor during the construction of said contract shall be cleaned of all surplus and discarded materials, spilled materials, and excess materials left from the permanent work as a result of the contractor's operations. The adjoining areas mentioned above will be reshaped, seeded, and mulched, or otherwise restored as they existed prior to work.

## **ATTACHMENT A**

### **INSURANCE REQUIREMENTS**

#### **1 - General Insurance Requirements:**

1.1 - The Contractor shall not commence Work until he has obtained at his own expense all of the insurance as required hereunder and such insurance has been approved by the Board of Education of Howard County Maryland; nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Board of Education of Howard County Maryland of original, signed certificates of insurance or, alternately, at the Board of Education of Howard County Maryland's request, certified copies of the required insurance policies.

1.2 - The Contractor shall require all Subcontractors to maintain during the term of this agreement, commercial general liability insurance, business automobile liability insurance, and Workers' Compensation and employers' liability insurance, in the same manner as specified for the Contractor. The Contractor shall furnish Subcontractors' certificates of insurance to the Board of Education of Howard County Maryland immediately upon request.

1.3 - All insurance required hereunder shall include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until sixty (60) days prior written notice has been given to the Board of Education of Howard County Maryland."

The phrases "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

1.4 - No acceptance and/or approval of any insurance by the Board of Education of Howard County Maryland shall be construed as relieving or excusing the Contractor, or the Surety, or his bonds, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents.

1.5 - The Board of Education of Howard County Maryland and its elected or appointed officials, agents and employees are to be named as an additional insured under all coverages except Workers compensation and business automobile liability, and the certificate of insurance, or the certified policy, if requested, must so state this. Coverage afforded under this paragraph shall be primary as respects the Board of Education of Howard County Maryland, its agents and employees.

1.6 - The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the Work. The Contractor assumes all risk for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from the action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted Work, until final acceptance of the Work by the Board of Education of Howard County Maryland.

1.7 - Insurance coverage required in these specifications shall be in force throughout the contract term. Should the Contractor fail to provide acceptable evidence of current insurance within seven days of written notice at any time during the contract term, the Board of Education of Howard County Maryland shall have the absolute right to terminate the contract without any further obligation to the Contractor, and the Contractor shall be liable to the Board of Education of Howard County Maryland for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the contract at time of termination.

1.8 - Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the Board of Education of Howard County

Maryland from supervising or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the Subcontractors and any persons employed by the Subcontractor.

1.9 - Nothing contained in the specifications shall be construed as creating any contractual relationship between any Subcontractor and the Board of Education of Howard County Maryland. The Contractor shall be fully responsible to the Board of Education of Howard County Maryland for the acts and omissions of the Subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

1.10 - Precaution shall be exercised by the Contractor at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its Subcontractors during the term of the contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.

1.11 - If the Contractor does not meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to the Board of Education of Howard County Maryland, may be considered. Written requests for consideration of alternate coverages must be received by the Board of Education of Howard County Maryland at least ten Working days prior to the date set for receipt of bids or proposals. If the Board of Education of Howard County Maryland denies the request for alternate coverages, the specified coverages will be required to be submitted.

1.12 - All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland and acceptable to the Board of Education of Howard County Maryland. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless the Board of Education of Howard County Maryland grants specific approval for an exception.

1.13 - The Board of Education of Howard County Maryland will consider any deductible amounts as part of its review of the financial stability the Contractor. Any deductibles shall be disclosed by the Contractor, and deductible amounts are the responsibility of the Contractor.

## **2 - Contractor's Liability Insurance - "Occurrence" Basis:**

2.1 - The Contractor shall purchase the following insurance coverages:

2.1.1 - Commercial general liability with a minimum limit of \$1,000,000 per occurrence, \$1,000,000 annual aggregate including all of the following:

- i. General aggregate limit is to apply per project;
- ii. Premises/operations;
- iii. Actions of independent Contractors;
- iv. Products/completed operations to be maintained for two years after completion of the Work;
- v. Contractual liability including protection for the Contractor from claims arising out of liability assumed under this contract;
- vi. Personal injury liability including coverage for offenses related to employment;

- vii. Explosion, collapse, or underground (XCU) hazards (confirmation of underground hazard coverage must be confirmed by either certificate of insurance or in writing by Contractor's agent, broker or insurer);

2.1.2 - Business automobile liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability with a limit of \$1,000,000 per accident; uninsured motorist coverage at minimum statutory limits.

2.1.3 - Workers compensation with statutory benefits as required by Maryland law or the U. S. Longshoremen's and Harbor Workers' Compensation Act, or other laws as required by labor union agreements, including standard other states coverage; employers' liability coverage with limits of \$100,000 per accident, \$100,000 per employee for disease, and a \$500,000 disease policy limit.

2.1.4 - Total limit requirements of 2.1.1, 2.1.2 and 2.1.3 may be met by a combination of primary and umbrella excess liability coverage.

### **3 - Commercial General or Other Required Liability Insurance - "Claims Made" Basis**

3.1 - If commercial general or other liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions:

- i. Agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment for the contract. Such certificates shall evidence a retroactive date, no later than the beginning of the Contractors' or Subcontractors' Work under this contract, or
- ii. Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.



# CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

Upon completion of a project or at any time during the project, the awarded contractor shall receive a performance evaluation scorecard rating the contractor's performance on the project. The evaluation scorecard will become part of the contractor's permanent file. A sample Contractor Performance/Evaluation Scorecard is included with the bid documents.

The evaluation scorecard shall include the following performance indicators; Quality of Work, Responsiveness, Professionalism, Resources, Schedule Management, Quality Control, Deficiency Resolution, Submittal Management, Training, Appearance, Security, Safety, Utility Conservation, Disruptions, Quality of Materials, Emergency Response, Hazardous Materials, Innovation, Teamwork, Cost Management, Billing, Compliance.

A contractor shall have up to 3 weeks after notification to appeal, challenge or otherwise dispute the scorecard results. After the 3-week period, the scorecard shall be considered final and accepted by the contractor.

A contractor receiving a 70% or less overall evaluation scorecard rating for a project may be disqualified for bidding on any future projects with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options.

Name of Contractor: \_\_\_\_\_

Name of Project: \_\_\_\_\_ Contract/Bid Number: \_\_\_\_\_

Reviewed by: \_\_\_\_\_ Department: \_\_\_\_\_

Please take a moment to tell us about this contractor's performance. We will summarize all the information we obtain about each contractor and provide it to them. Supporting documentation shall be required to support any scores noted on the performance evaluation scorecard.

**HOW SATISFIED.** Please tell us **how satisfied** you are with the **performance** of the contractor named above. Circle a 10 if you are highly satisfied with their performance on a measure. Circle a 1 if you are highly dissatisfied with their performance on a measure. Circle a number in between to show different degrees of satisfaction. Circle **N/A** for any performance indicators that do not apply to the project. There are no right or wrong answers; just tell us how you feel.

**A contractor receiving a 70% or less overall evaluation scorecard rating for a project may be disqualified for bidding on any future projects with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options. The contractor shall be notified of their performance status after each project.**

Satisfaction with the contractor's performance:

Highly  
Dissatisfied

Highly  
Satisfied

- |   |   |   |   |   |   |   |   |   |   |    |     |
|---|---|---|---|---|---|---|---|---|---|----|-----|
| 1. <b>Quality of Work.</b> The contractor's ability to do the job right the first time.   | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A |
| 2. <b>Responsiveness.</b> The contractor's ability to adapt to changes and meet unusual needs.  | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A |
| 3. <b>Professionalism.</b> The courtesy and standards of conduct maintained by the contractor and his or her employees.                 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A |
| 4. <b>Resources.</b> The contractor's ability to provide his or her employees with the tools, parts, and supplies needed to do the job. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A |
| 5. <b>Schedule Management.</b> The contractor's ability to show up when scheduled and complete the work on time.                        | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A |
| 6. <b>Quality Control.</b> The contractor's ability to identify problems and deficiencies before you do.                                | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A |

## CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

- |   |                          |
|---|--------------------------|
| 7. <b>Deficiency Resolution.</b> The contractor's ability to rapidly correct deficiencies in his or her work.   | 1 2 3 4 5 6 7 8 9 10 N/A |
| 8. <b>Submittal Management.</b> The contractor's ability to provide submittals In a timely and efficient manner.  | 1 2 3 4 5 6 7 8 9 10 N/A |
| 9. <b>Training.</b> The contractor's ability to provide employees well-trained in all aspects of their jobs.  | 1 2 3 4 5 6 7 8 9 10 N/A |
| 10. <b>Appearance.</b> The contractor's ability to keep uniforms, tools, and vehicles clean so as to portray a positive image.  | 1 2 3 4 5 6 7 8 9 10 N/A |
| 11. <b>Security.</b> The contractor's ability to safeguard your facilities and assets.  | 1 2 3 4 5 6 7 8 9 10 N/A |
| 12. <b>Safety.</b> The contractor's ability to keep the workplace safe and comply with OSHA requirements.   | 1 2 3 4 5 6 7 8 9 10 N/A |
| 13. <b>Utility Conservation.</b> The contractor's ability to use only the water, gas, electricity, and air conditioning needed to do the job.   | 1 2 3 4 5 6 7 8 9 10 N/A |
| 14. <b>Disruptions.</b> The contractor's ability to keep interruptions to the operations of your firm or agency to a minimum.   | 1 2 3 4 5 6 7 8 9 10 N/A |
| 16. <b>Quality of Materials.</b> The contractor's ability to use high quality parts and supplies.   | 1 2 3 4 5 6 7 8 9 10 N/A |
| 17. <b>Emergency Response.</b> The contractor's ability to rapidly restore normal operations after an emergency, power outage, or severe weather.   | 1 2 3 4 5 6 7 8 9 10 N/A |
| 18. <b>Hazardous Materials.</b> The contractor's ability to properly handle hazardous materials.  | 1 2 3 4 5 6 7 8 9 10 N/A |
| 19. <b>Innovation.</b> The contractor's ability to use new materials and adopt new methods to increase effectiveness.   | 1 2 3 4 5 6 7 8 9 10 N/A |
| 20. <b>Teamwork.</b> The contractor's ability to be a team player in order to assist in accomplishing the objectives of your firm or agency.  | 1 2 3 4 5 6 7 8 9 10 N/A |
| 21. <b>Cost Management.</b> The reasonableness of the contractor's costs, especially for contract changes.  | 1 2 3 4 5 6 7 8 9 10 N/A |
| 22. <b>Billing.</b> The contractor's ability to present correct and properly documented invoices.   | 1 2 3 4 5 6 7 8 9 10 N/A |
| 23. <b>Compliance.</b> The contractor complied with all rules, requests, regulations And requirements. This includes compliance with instructions Regarding interactions with students, staff and others. | 1 2 3 4 5 6 7 8 9 10 N/A |

## **CONTRACTOR PERFORMANCE/EVALUATION SCORECARD**

Please summarize the contractor's overall performance based on the scores for the performance indicators noted above:

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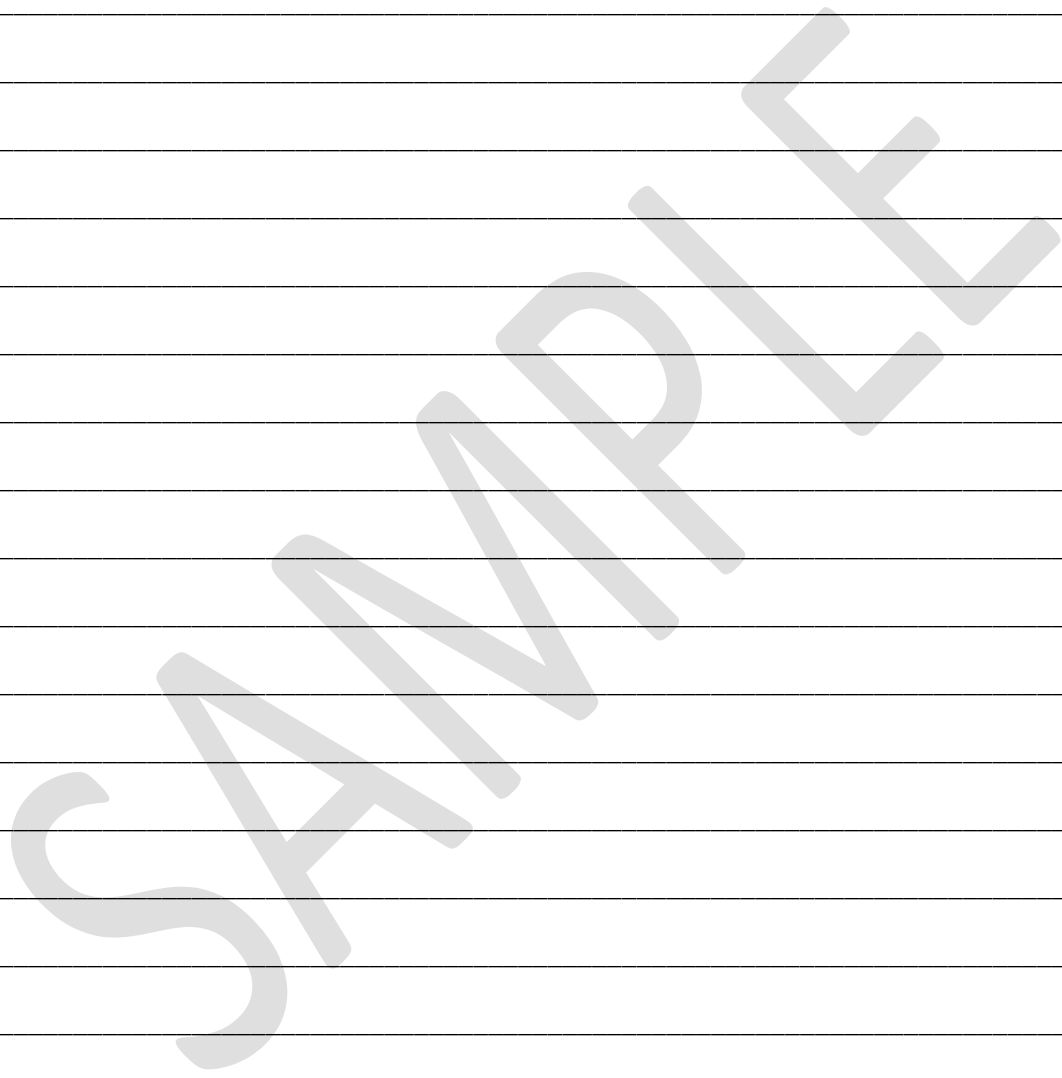
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Please return the completed survey by email to: [jveslany@hcpss.org](mailto:jveslany@hcpss.org) or fax (410) 313-6789  
Thank you for your prompt assistance.

**EXPERIENCE/REFERENCE FORM**

Bidder: \_\_\_\_\_

1. Customer Name: \_\_\_\_\_

2. Customer Address: \_\_\_\_\_

3. Contact Name and Title: \_\_\_\_\_

4. Contact Phone #: \_\_\_\_\_

5. Describe customer's facility: \_\_\_\_\_

\_\_\_\_\_

6. Describe Scope of Work \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7. Square footage of project area: \_\_\_\_\_

8. Setting (school building, etc.): \_\_\_\_\_

9. Official start date: \_\_\_\_\_ Completion date: \_\_\_\_\_

10. Name of your firm's Project Manager: \_\_\_\_\_

11. Annual dollar amount of contract: \_\_\_\_\_

12. List similarities to HCPSS requirements: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**\*A total of (3) Experience/Reference Forms must be provided with the submittal of bid documents.**

**KEY PERSONNEL FORM**

**STAFFING PLAN – Project Manager**

Bidder: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Project Manager: \_\_\_\_\_  
(Name)

Cell#: \_\_\_\_\_

Email: \_\_\_\_\_

**TECHNICAL TRAINING/EDUCATIONAL BACKGROUND:**

<u>Association/Institution</u>	<u>Licenses/Certifications</u>	<u>Date Earned</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Number of years with previous firm: \_\_\_\_\_

Number of years as a full time employee

Name of previous firm: \_\_\_\_\_

with present firm: \_\_\_\_\_

Positions held for the  
past three years: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Positions held for the  
past three years: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

List similar projects worked on and particular role this individual had during each project:

- Customer Name: \_\_\_\_\_
- Contact Name and Title: \_\_\_\_\_
- Address: \_\_\_\_\_ Phone #: \_\_\_\_\_
- Position held: \_\_\_\_\_
- Specific work performed: \_\_\_\_\_
- Brief description of project \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Customer Name: \_\_\_\_\_
- Contact Name and Title: \_\_\_\_\_
- Address: \_\_\_\_\_ Phone #: \_\_\_\_\_
- Position held: \_\_\_\_\_
- Specific work performed: \_\_\_\_\_
- Brief description of project \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

It is imperative that accurate contact names and phone numbers be given for the references listed. All references are to include a contact person who can comment on the Project Manager's ability to perform work such as is specified in the bid documents.

**KEY PERSONNEL FORM**

**STAFFING PLAN – Tradesmen/Finisher**

Bidder: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Tradesmen/Finisher: \_\_\_\_\_  
(Name)

Cell#: \_\_\_\_\_

Email: \_\_\_\_\_

**TECHNICAL TRAINING/EDUCATIONAL BACKGROUND:**

Association/Institution                      Licenses/Certifications                      Date Earned

_____	_____	_____
_____	_____	_____
_____	_____	_____

Number of years with previous firm: \_\_\_\_\_

Number of years as a full time employee

Name of previous firm: \_\_\_\_\_

with present firm: \_\_\_\_\_

Positions held for the  
past three years: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Positions held for the  
past three years: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

List similar projects worked on and particular role this individual had during each project:

- Customer Name: \_\_\_\_\_
  - Contact Name and Title: \_\_\_\_\_
  - Address: \_\_\_\_\_ Phone #: \_\_\_\_\_
  - Position held: \_\_\_\_\_
  - Specific work performed: \_\_\_\_\_
  - Brief description of project \_\_\_\_\_
- \_\_\_\_\_  
\_\_\_\_\_

- Customer Name: \_\_\_\_\_
  - Contact Name and Title: \_\_\_\_\_
  - Address: \_\_\_\_\_ Phone #: \_\_\_\_\_
  - Position held: \_\_\_\_\_
  - Specific work performed: \_\_\_\_\_
  - Brief description of project \_\_\_\_\_
- \_\_\_\_\_  
\_\_\_\_\_

It is imperative that accurate contact names and phone numbers be given for the references listed. All references are to include a contact person who can comment on the Tradesmen/Finisher's ability to perform work such as is specified in the bid documents.

**Note:** This form shall be completed for one (1) Tradesman/Finisher

**PROFILE OF COMPANY FORM**

Comprehensive Description of Organization

Complete for local office that will be performing The Howard County Public School System work.

Company Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Company Address: \_\_\_\_\_ Fax #: \_\_\_\_\_

\_\_\_\_\_ E-mail: \_\_\_\_\_

(Print) Name of Contact: \_\_\_\_\_ Web Page: \_\_\_\_\_

Date of Incorporation: \_\_\_\_\_ State of Incorporation: \_\_\_\_\_

State of Maryland Contractors License number: \_\_\_\_\_

Number of Years in business under present name: \_\_\_\_\_

Number of Years working in a School System: \_\_\_\_\_

Other or former names under which your organization has operated: \_\_\_\_\_

Percent (%) of Abatement Work: Commercial Concrete \_\_\_\_\_ %

Structural Concrete \_\_\_\_\_ %

Other, service \_\_\_\_\_ %

Name of Principal(s) and Title(s):

\_\_\_\_\_  
\_\_\_\_\_

History of Firm: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Total Number of Employees: \_\_\_\_\_ Number of Office Personnel: \_\_\_\_\_

Number of Field Employees: \_\_\_\_\_ Number of Other: \_\_\_\_\_

Bonding Capacity: \_\_\_\_\_

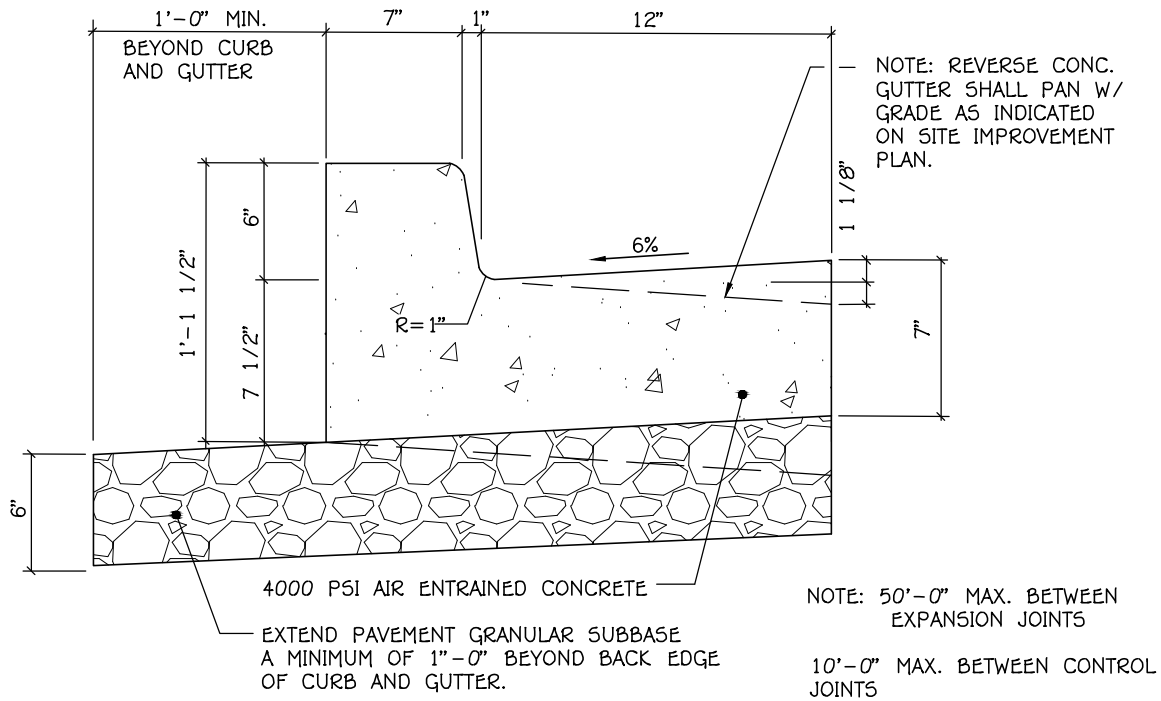
Has your firm, in the last five years, ever had a contract terminated for any reason? Yes  No

If Yes, Explain: \_\_\_\_\_

\_\_\_\_\_

Total Company Annual Dollar Volume for concrete contractor services:

2016 \$ \_\_\_\_\_ 2017 \$ \_\_\_\_\_ 2018 \$ \_\_\_\_\_

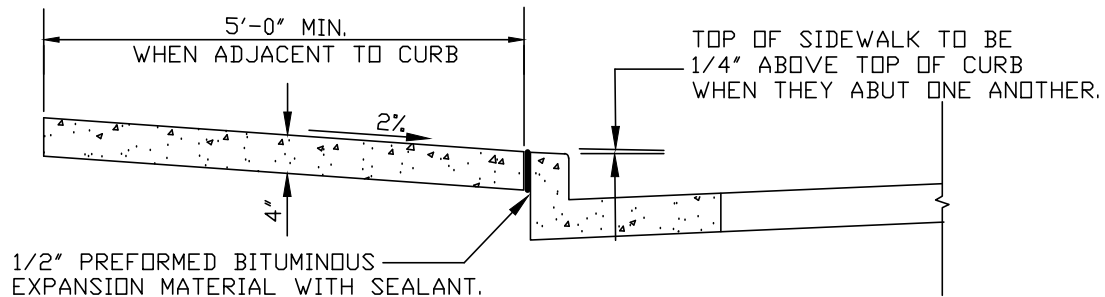


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## STANDARD 6" COMB. CONC. CURB AND GUTTER

NO SCALE





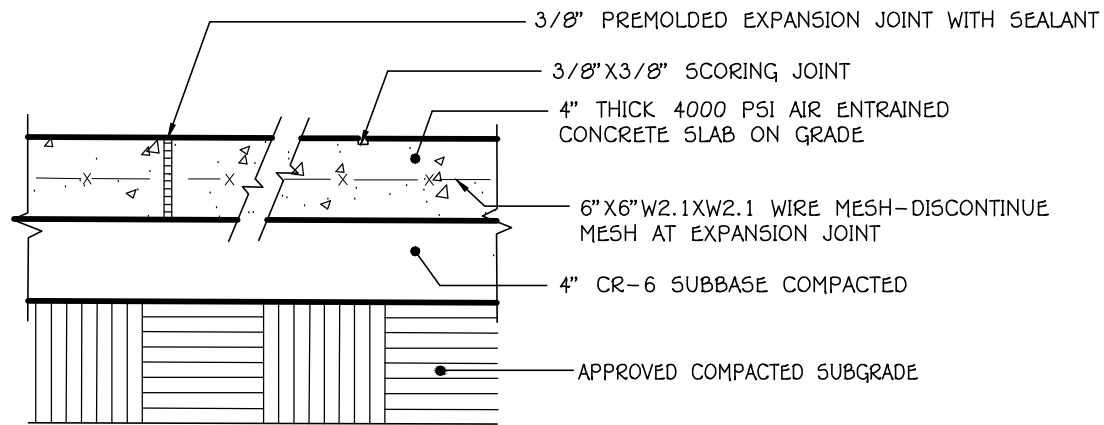
NOTES:

1. SIDEWALK TO BE SCRIBED IN EQUALLY 5'-0" MAXIMUM SQUARES.
2. EXPANSION JOINTS ACROSS THE SIDEWALK NOT TO MORE THAN 15' APART.
3. 1/2" PREFORMED BITUMINOUS EXPANSION MATERIAL IN EXPANSION JOINTS TO BE KEPT 1/4" BELOW SURFACE OF SIDEWALK. FILL WITH SEALANT.
4. 4000 PSI AIR ENTRAINED CONCRETE SHALL BE USED.
5. WHEN SIDEWALK ABUTS CURB, WALK SHALL BE 1/4" ABOVE CURB WITH 1/2" PREFORMED BITUMINOUS EXPANSION MATERIAL BETWEEN SIDEWALK AND CURB.
6. ON LONGITUDINAL SIDEWALK GRADES OF 5% OR GREATER, A CONCRETE HEADER, 6" THICK AND 6" DEEP BELOW THE NORMAL 4" SIDEWALK THICKNESS SHALL BE CONSTRUCTED FOR THE FULL WIDTH OF THE SIDEWALK AT INTERVALS OF 48 FEET. THE HEADERS SHALL BE PLACED AT EXPANSION JOINT LOCATIONS AND SHALL BE MONOLITHIC WITH THE SIDEWALK.
7. SIDEWALK WIDTH ADJACENT TO CURB SHALL BE 5'-0" MIN.
8. SIDEWALK LOCATED 2' OR MORE FROM CURB MAY BE 4'-0" IN WIDTH WITH A 5' X 5' PAVED SECTION PLACED 200' APART.
9. PROVIDE 1/2" EXPANSION JOINT WHERE WALKS ABUT EXISTING CONCRETE SURFACES TO REMAIN.

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17

## CONCRETE SIDEWALK DETAIL

NO SCALE



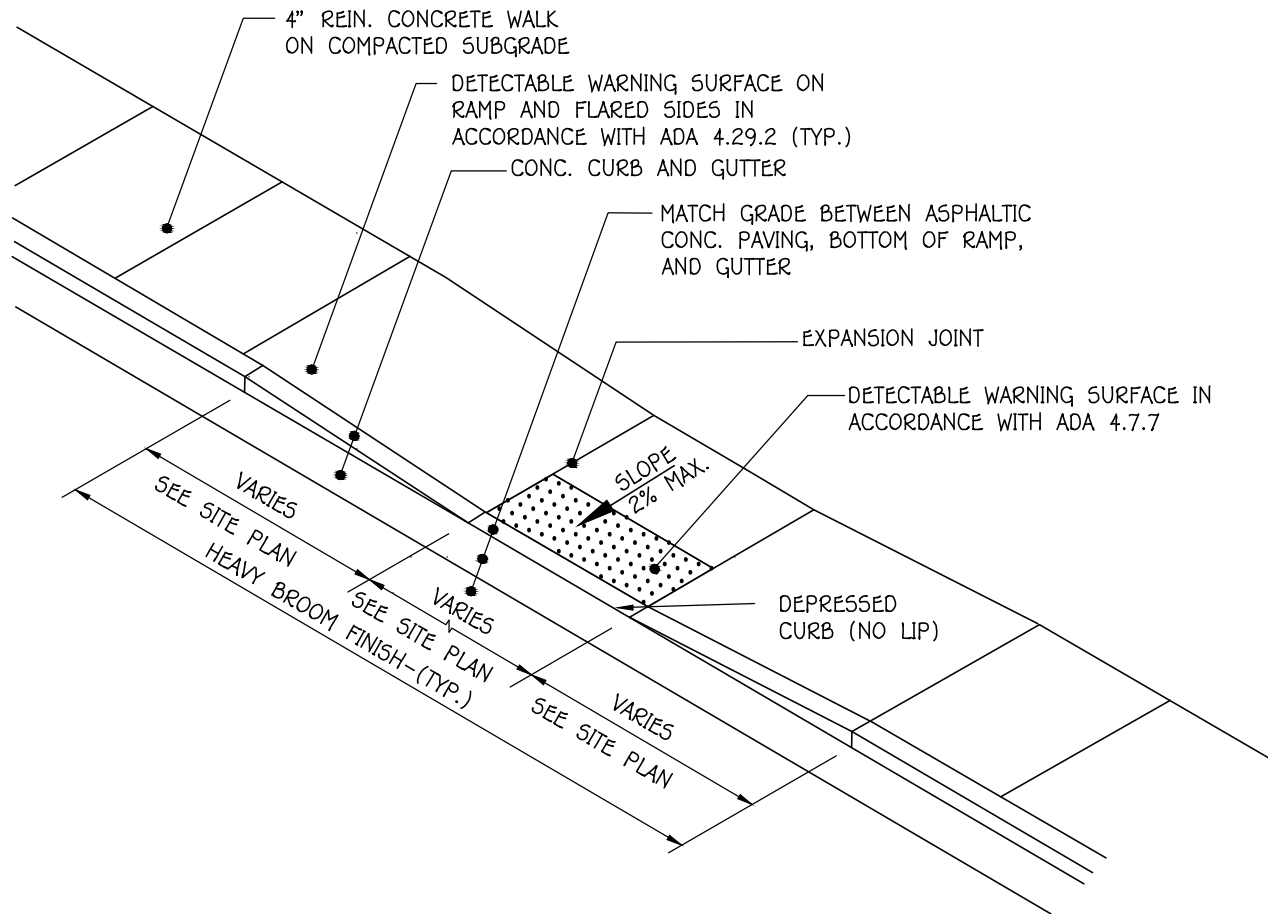
NOTE: INSTALL EXPANSION JOINTS AT MAX. 15'-0" O.C. AND INSTALL SCORING JOINTS AT MAX. 5'-0" O.C.

SLOPE ACROSS SIDEWALK SHALL BE MIN. 1/8" / FT.



## CONCRETE WALK DETAIL

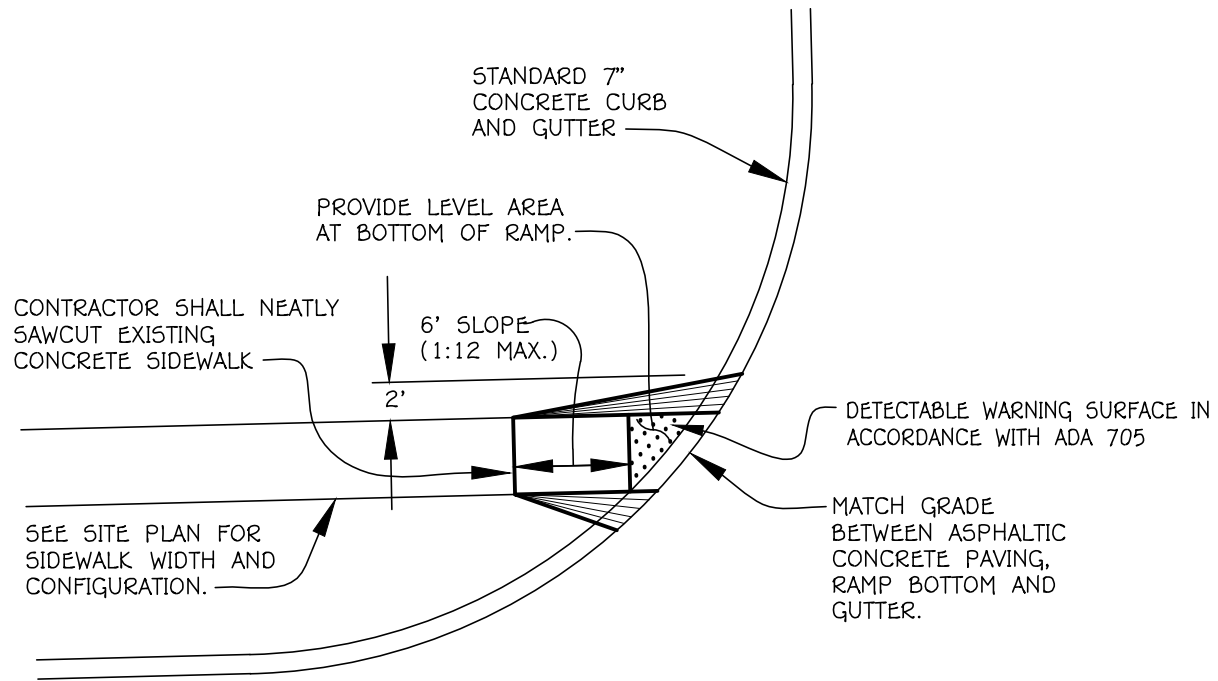
NO SCALE



8  
18

# HANDICAP CURB RAMP DETAIL

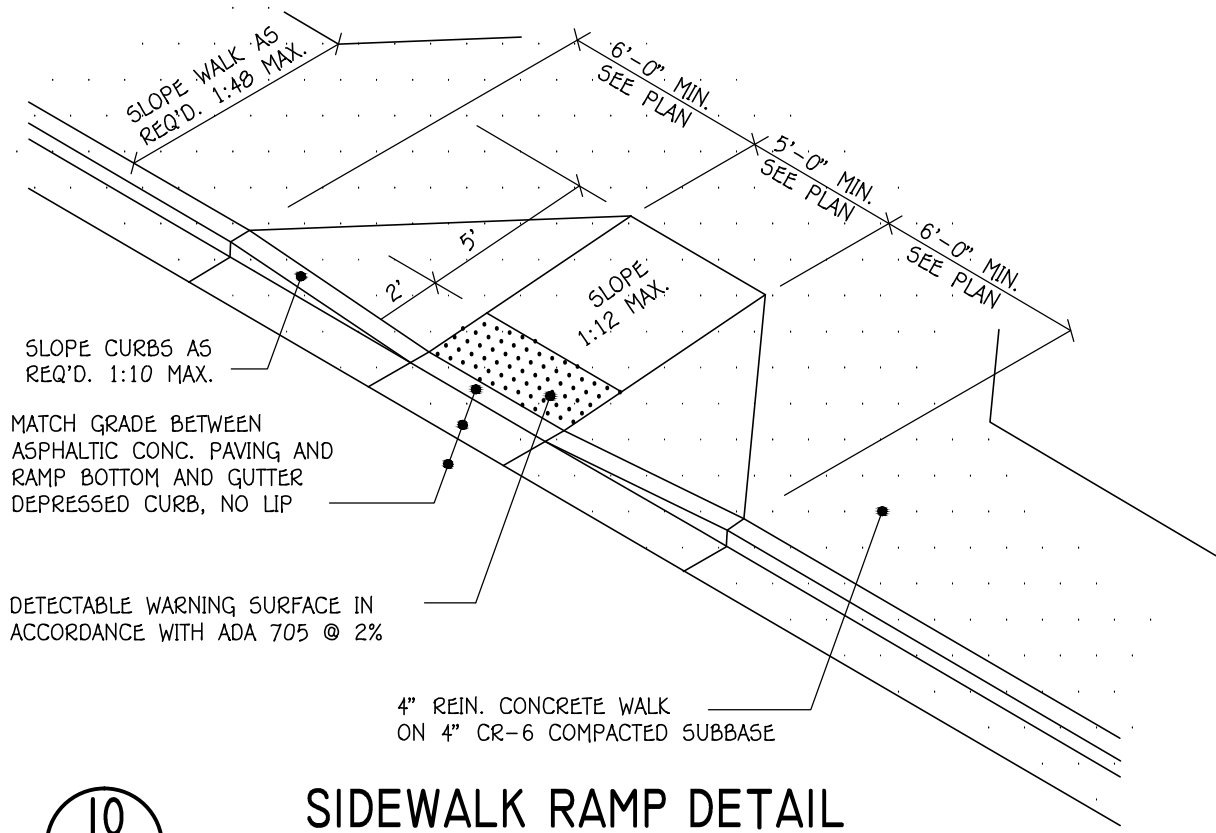
NO SCALE



9  


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 18
 
**HANDICAP RAMP 'C' DETAIL**  
 NO SCALE

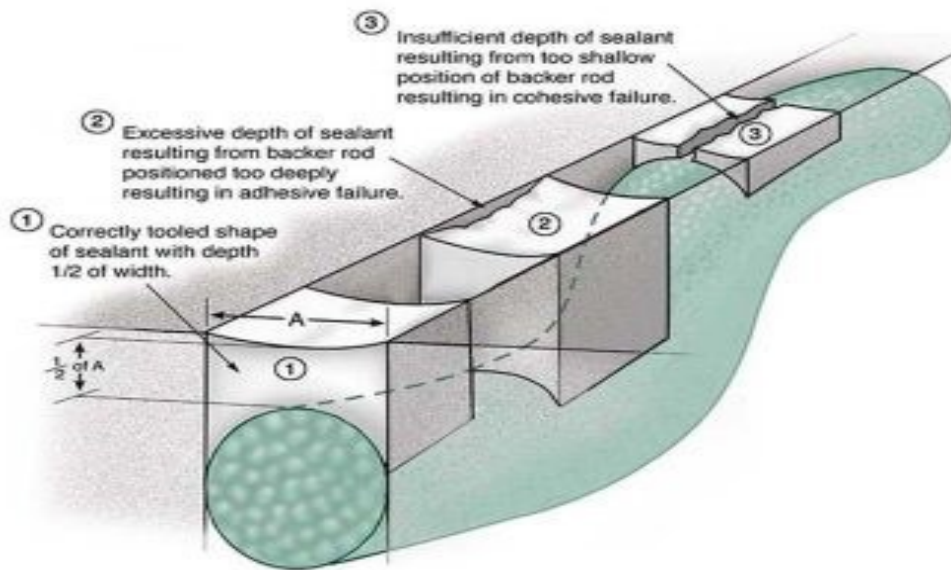
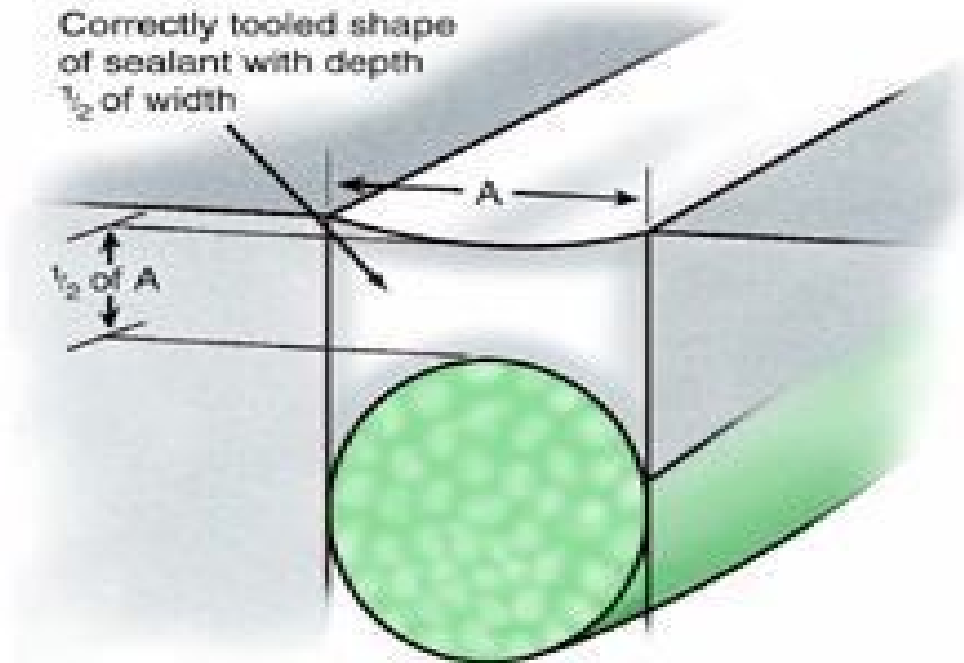


10  
18

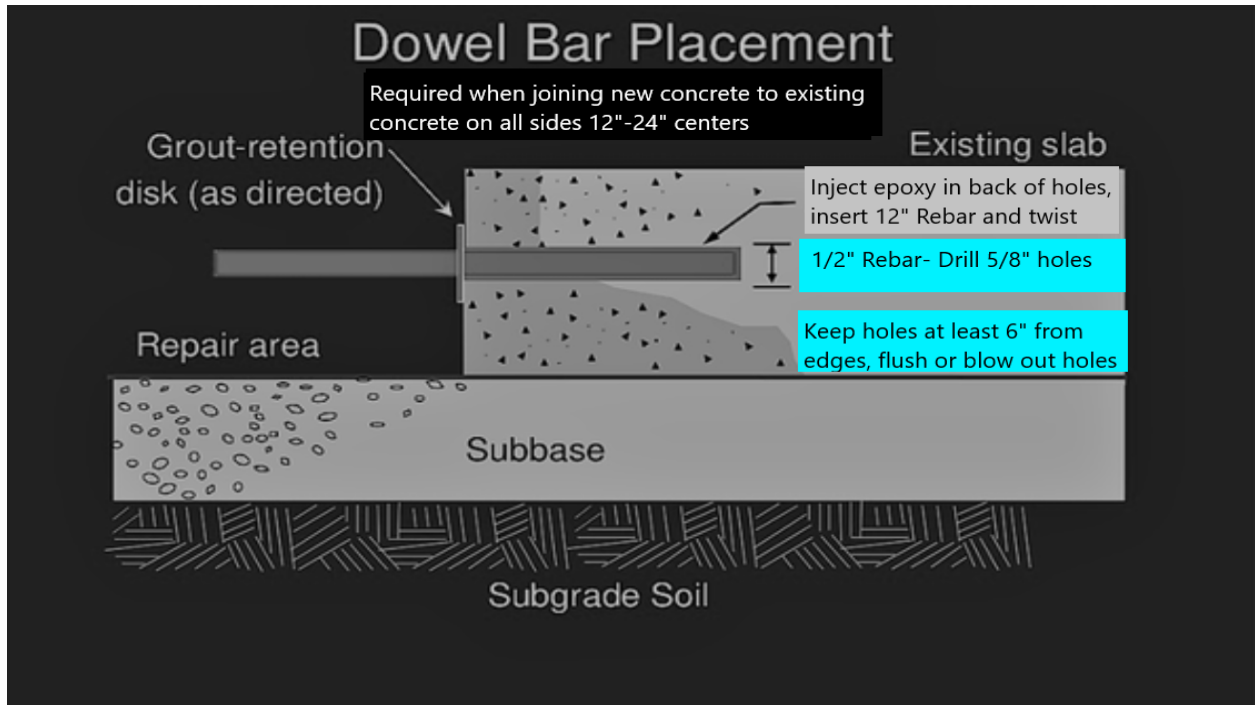
# SIDEWALK RAMP DETAIL

NO SCALE

## Diagrams of backer rod and caulk



# DIAGRAM FOR PINNING NEW CONCRETE INTO EXISTING CONCRETE



**THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM  
CONCRETE CONTRACTOR SERVICES  
BID #011.20.B3**

**BID PRICE SHEET**

Bidder: \_\_\_\_\_

Date: \_\_\_\_\_

Mr. Joe Veslany  
Purchasing Office  
Howard County Public School System  
10910 Clarksville Pike  
Ellicott City, MD 21042

The undersigned hereby submits a bid price to provide all labor, material, equipment, and supervision to complete the services as set forth in Bid #011.20.B3. The entire bid document including The Bid Documents, Terms and Conditions, Specifications, any addenda, drawings, and the bid price will be part of any resulting contract.

**I. PRICE**

Having received clarification on all matters upon which any doubt arose, the undersigned proposes the guaranteed pricing noted below:

	<b>REMOVE &amp; REPLACE:</b>	<b>AREA</b>	<b>UNIT PRICE</b>
1.	4" Concrete Pad	0 – 250 sq. ft.	\$ _____ /sq. ft.
2.	4" Concrete Pad	251 – 500 sq. ft.	\$ _____ /sq. ft.
3.	4" Concrete Pad	501 – 1250 sq. ft.	\$ _____ /sq. ft.
4.	6" Concrete Pad	0 -250 sq. ft.	\$ _____ /sq. ft.
5.	6" Concrete Pad	251 -500 sq. ft.	\$ _____ /sq. ft.
6.	ADA Ramp	0 -250 sq. ft.	\$ _____ /sq. ft.
7.	ADA Ramp	251 -500 sq. ft.	\$ _____ /sq. ft.
8.	Concrete curb & gutter	0 - 50 ln. ft.	\$ _____ /ln. ft.
9.	Concrete curb & gutter	51 – 100 ln. ft.	\$ _____ /ln. ft.
10.	Concrete curb & gutter	101+ ln. ft.	\$ _____ /ln. ft.
11.	Unit price for removal of existing Subgrade and providing CR-6 more than the amounts noted on the drawings and shown in the base bid		\$ _____ /ton



<b>CONCRETE SLAB RAISING</b>	<b>AREA</b>	<b>UNIT PRICE</b>
<b>LIFT CONCRETE PAD</b>		
<b>Less than 2" Inches</b>		
1. Lift Concrete Pad	0-500 sq.ft.	_____/sq.ft.
2. Lift Concrete Pad	501-1000 sq.ft.	_____/sq.ft.
3. Lift Concrete Pad	1001-1500 sq.ft.	_____/sq.ft.
4. Lift Concrete Pad	1501- 2000 sq.ft.	_____/sq.ft.
5. Lift Concrete Pad	Greater than 2001 sq.ft.	_____/sq.ft.
<b>LIFT CONCRETE PAD</b>		
<b>2-3" inches</b>		
1. Lift Concrete Pad	0-500 sq.ft.	_____/sq.ft.
2. Lift Concrete Pad	501-1000 sq.ft.	_____/sq.ft.
3. Lift Concrete Pad	1001-1500 sq.ft.	_____/sq.ft.
4. Lift Concrete Pad	1501- 2000 sq.ft.	_____/sq.ft.
5. Lift Concrete Pad	2001 Plus sq.ft.	_____/sq.ft.
<b>LIFT CONCRETE PAD</b>		
<b>3-4" inches</b>		
1. Lift Concrete Pad	0-500 sq.ft.	_____/sq.ft.
2. Lift Concrete Pad	501-1000 sq.ft.	_____/sq.ft.
3. Lift Concrete Pad	1001-1500 sq.ft.	_____/sq.ft.
4. Lift Concrete Pad	1501- 2000 sq.ft.	_____/sq.ft.
5. Lift Concrete Pad	2001 Plus sq.ft.	_____/sq.ft.

<b>JOINT SEALING: BACKING AND CAULKING</b>	<b>WIDTH</b>	<b>UNIT PRICE</b>
1. Installation Joint Sealants	3/8 in. lf.	_____/lf.
2. Installation Joint Sealants	1/2 in. lf.	_____/lf.
3. Installation Joint Sealants	3/4" in. lf.	_____/lf.
4. Installation Joint Sealants	1 in. lf.	_____/lf.
5. Installation Joint Sealants	1.25 in lf.	_____/lf.
6. Installation Joint Sealants	1.5 in. lf.	_____/lf.

**NOTE:** Unit Costs are to be all inclusive. The costs of all mileage, waste disposal, overhead, and profit are to be included in the itemized Bid Prices. Travel time shall be borne by the Contractor.

**II. COMPANY INFORMATION**

_____		_____
Name of company		years in business
_____		
Street Address		
_____	_____	_____
City	State	Zip
_____	_____	_____
Telephone#	Fax #	Web Page

**III. CONTACT FOR INSIDE CONTRACT ADMINISTRATION**

In the event your firm receives a contract as a result of this Invitation for Bid, please designate an inside person whom we may contact during the period of the contract for prompt contract administration showing:

Name _____	Title _____
Address _____	Phone _____
_____	Fax _____
e-mail _____	Cell _____

**IV. RECEIPT OF ADDENDA**

Addendum: _____	Dated: _____	Received: <input type="checkbox"/>
Addendum: _____	Dated: _____	Received: <input type="checkbox"/>
Addendum: _____	Dated: _____	Received: <input type="checkbox"/>

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

I. BID SIGNATURE SHEET

A. Bidder's Certification

1. I/we hereby propose to furnish and deliver supplies, equipment, or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. I/we certify that this bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same supplies, materials, or equipment and is in all respects fair and without collusion or fraud.
2. I/we certify that this bid is made without having contacted any employee within The Howard County Public School System unless such contacts were previously authorized by the Purchasing Officer.
3. I/we certify that this bid is genuine and not collusive or 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 of any bidder, or to secure any advantage against the Board of Education of Howard County or any other person interested in the proposed contract; and that all statements in said proposal or bid are true.
4. I/we affirm that this firm will not knowingly employ an individual to work at a school if the individual is a Registered Sexual Offender, pursuant to section 11-722 ( C ) of the Criminal Procedure Article of the Annotate Code of Maryland. A firm or person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years or a fine not exceeding \$5,000 or both.
5. I hereby certify that I am authorized to sign for the bidder.

B. Vendor/Contractor Disqualification - Bribery

1. A person convicted of bribery, attempted bribery, or conspiracy to bribe shall be disqualified from entering into a contract with any county or other subdivision of the state. Every business entity upon submitting a bid or otherwise applying for a contract shall submit an affidavit stating whether it, its officers, directors, or partners, or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government.

Submitted by:

\_\_\_\_\_  
(company name)

\_\_\_\_\_  
(street address)

\_\_\_\_\_  
(city, state and zip)

\_\_\_\_\_  
(telephone number)

\_\_\_\_\_  
(person authorized to sign bids)

\_\_\_\_\_  
(title of authorized representative)

\_\_\_\_\_  
(signature of authorized representative)

\_\_\_\_\_  
(date)

CHECK LIST

TECHNICAL INFORMATION

The following information must be included with the Bid Price Sheet.

- | yes                      | no                       |   |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Experience/Reference Form (3 projects)                                    |
| <input type="checkbox"/> | <input type="checkbox"/> | Key Personnel Form ( one (1) Project Manager, one (1) Tradesmen/Finisher) |
| <input type="checkbox"/> | <input type="checkbox"/> | Profile of Company Form   |
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of Contractors License   |
| <input type="checkbox"/> | <input type="checkbox"/> | Concrete Certification Certificates, if applicable                        |
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of Certificate of Insurance  |
| <input type="checkbox"/> | <input type="checkbox"/> | Bid Price Sheet   |