

Talbott Springs Elementary School Replacement  
Howard County Public School System



To: All Plan Holders  
Project: Talbott Springs Elementary School Replacement  
Columbia, Maryland  
Re: Addendum #1

Ladies and Gentleman:

Enclosed herein, please find Addendum #1, dated 6/24/20.

To the Contract Drawings and Specifications for the referenced project as stated below, as prepared by TCA Architects in conjunction with Dustin Construction, Inc., this addendum includes changes and clarifications to the Contract Documents as follows:

Item:	Pages
1. 003000 – Form of Proposal (replace in its entirety)	10
2. 013100 – Progress Schedules (replace in its entirety)	7

Clarifications:

1. A site visit will be scheduled at a later date. All interested Prime Contractors will be required to register with the CM prior to attending. Prime Contractors will be limited in the number of attendees in order to comply with social distancing requirements. More information will be provided in a future addendum.

Including this cover, Addendum #1 consists of eighteen (18) pages. Advise this office at once if any attachments are missing.

Enclosures:  
Addendum #1

cc. Daniel Lubeley - Howard County Public School System  
Daniel Hagan – Howard County Public School System  
Robert Gill – Howard County Public School System  
Douglas Pindell – Howard County Public School System  
Betsy Zentz – Howard County Public School System  
Robyn Toth – TCA Architects  
Jim Davis – TCA Architects  
Aaron Mengel – Dustin Construction  
John Pickett – Dustin Construction  
Lloyd Hill – Dustin Construction  
File

**SECTION 003000**  
**FORM OF PROPOSAL**  
(Revised)  
**TALBOTT SPRINGS ELEMENTARY SCHOOL REPLACEMENT**  
  
BID #056.20.B4

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

**Owner:** Board of Education  
of Howard County Maryland  
10910 Clarksville Pike  
Ellicott City, MD 21042  
Tel (410) 313-4584  
Fax (410) 313-6789

**Contract Package/Division:** \_\_\_\_\_  
(List One Per Form)

**Contractor (Legal Name):**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Engineer/Architect:** TCA Architects  
1369 Generals Highway  
Crownville, MD 21032

**Construction Manager:** Dustin Construction, Inc.  
2510 Urbana Pike, Suite 201  
Ijamsville, MD 21754

The undersigned, having carefully examined the Bid Documents for the above reference project, including, but not limited to the "Bid Announcement," "Instructions to Bidders," "General Conditions," "Technical Specifications," "Addenda," and any other related Bid Documents, "do hereby propose to furnish all the necessary labor, materials, equipment and services to perform all of the work required in strict accordance with the aforesaid documents using only specified manufacturer's materials for the Lump Sum as follows:

**TOTAL BASE BID (WAGE SCALE) FOR THE ENTIRE CONTRACT PACKAGE/DIVISION LISTED ABOVE – EXPRESSED IN WORDS AND FIGURES:**

_____	\$	_____
<b>IN WORDS (Printed Neatly in Ink or Typewritten)</b>		
<b>(IN FIGURES)</b>		
<b>** In the case of a discrepancy between the total base bid written words and figures, the amount written in words shall govern.</b>		

**ALTERNATE PRICING ITEMS (WAGE SCALE) - State amounts in both Words and Figures**

Special Instructions: Submit a bid on each of the alternates as identified in these Solicitation Documents and listed below. The following Alternate(s) is/are proposed for additional or changes to certain work and should not be included in the base bid total above. Alternate price's should including materials, labor and insurance, machinery, tools, utilities, apparatus and means of performing the work; and all other products or services necessary for the proper design, permitting and construction of the project in the manner set forth, described and shown in these Solicitation Documents. It is understood that this price will be used to determine the cost to alter the work and that these prices include all expenses of every kind involved with or incidental to the alteration of the items below. If selection of the alternate does not alter cost, enter "(zero)" \$0 on the lines. "Not Applicable", "N/A", "No Cost", "NC", and any other denotations other than dollars and cents shall not be used. Lines left blank will be considered a zero cost and inappropriate notations may be considered a Non-Responsive bid.

**Add Alternate No. 1 to the Base Bid – Fabricate and Install seven sail shade structures in the Outdoor Classroom as specified in Section # 12 6000/SAIL SHADE and as indicated in drawings:**

**(In Words):** \_\_\_\_\_ **Dollars**  
**(In Figures):** \$ \_\_\_\_\_

**FORM CONTINUES ON NEXT PAGE**

**Add Alternate No. 2 to the Base Bid** – Provide main entrance canopy as shown on the drawings:

(In Words): \_\_\_\_\_ **Dollars**  
(In Figures): \$ \_\_\_\_\_

**Add Alternate No. 3 to the Base Bid** – Provide quartz tile in lieu of vinyl composition tile (VCT) in spaces listed on Finish Schedule. See drawings for more information:

(In Words): \_\_\_\_\_ **Dollars**  
(In Figures): \$ \_\_\_\_\_

**Add Alternate No. 4 to the Base Bid** – Provide epoxy terrazzo flooring and base in lieu of vinyl composition tile (VCT) and vinyl wall base in spaces listed in finish schedule. See drawings for more information. Floor finish patterns shown on A-900 series shall remain unchanged:

(In Words): \_\_\_\_\_ **Dollars**  
(In Figures): \$ \_\_\_\_\_

**Add Alternate No. 5 to the Base Bid** – Provide ceramic tile in lieu of painted finish on concrete masonry units in toilet rooms, listed on finish schedule. See drawings for more information:

(In Words): \_\_\_\_\_ **Dollars**  
(In Figures): \$ \_\_\_\_\_

**Add Alternate No. 6 to the Base Bid** – Provide hollow metal doors with wood grain finish in lieu of painted hollow metal doors where indicated on door schedules:

(In Words): \_\_\_\_\_ **Dollars**  
(In Figures): \$ \_\_\_\_\_

**FORM CONTINUES ON NEXT PAGE**

Add Alternate No. 7 to the Base Bid – Provide venetian blinds at interior glazing at all locations shown on drawings:

(In Words): \_\_\_\_\_ **Dollars**  
(In Figures): \$ \_\_\_\_\_

**Add Alternate No. 8 to the Base Bid** – Provide sod in lieu of seeding as delineated in areas shown on the Civil drawings. Base bid includes sod for baseball, softball, and field hockey fields as well as the slope on both sides of site construction entrance:

(In Words): \_\_\_\_\_ **Dollars**  
(In Figures): \$ \_\_\_\_\_

**Add Alternate No. 9 to the Base Bid** – Provide all work and materials associated with the installation of the Photo Voltaic System as shown on the drawings. Base Bid shall only include all interior electrical conduits associated with the photo voltaic system:

(In Words): \_\_\_\_\_ **Dollars**  
(In Figures): \$ \_\_\_\_\_

NOTE: Bid Form shall reflect bids for the project as shown in the Contract Specifications and addenda. Substitutions shall be included in the section "Proposed Substitutions."

The basis of award shall be in accordance with AIA Document A701 Section 5.3.

\* Note: References to Architect will also include Engineer in all bid documents.

### **PROPOSED SUBSTITUTE EQUIPMENT**

Proposed substitutions shall be submitted in accordance with Instructions to Bidders, see Section 00100 Instructions to Bidders, Article 3, Bidding Documents, 3.3 Substitutions. Bids will be considered on systems, processes, or products of manufacturers other than those cited if accompanied by detailed technical specifications for each item, catalogs, test reports, brochures, and other descriptive literature and supporting data, sufficient in detail to permit evaluation of the proposed substitution without further reference. The Contractor should list below any proposed substitutions for a piece of equipment. If the piece of equipment is approved by the Engineer, the Contract price will be adjusted by the amount shown. The acceptance or rejection of "Substitute Equipment" **will not** be considered when determining the successful bidder.

### **FORM CONTINUES ON NEXT PAGE**

<u>SPEC. SECTION</u>	<u>ITEM</u>	<u>SUBSTITUTE MANUFACTURER</u>	<u>ADD OR DEDUCT</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**SUBCONTRACTORS**

Bidders are hereby requested to name the subcontractors as part of their bid package.

Name of Company	Type of Work
_____	_____
_____	_____
_____	_____

**ADDENDA**

Receipt of the following addenda is acknowledged:

Addendum No. _____ Dated _____	Addendum No. _____ Dated _____
Addendum No. _____ Dated _____	Addendum No. _____ Dated _____
Addendum No. _____ Dated _____	Addendum No. _____ Dated _____

**UNIT PRICES**

Unit prices are for both extra Work and credits. This list of prices shall become a part of the Contract upon its award. Unit prices listed below are applicable to all Work in this project involving extra materials/services performed by the Contractor or his Subcontractors and/or credits to the Owner for materials/services deleted from the project. Unit prices are fully loaded and includes all overhead and profit for the Contractor/Subcontractor. Prices as stated shall remain in effect through the end of the Contract warranty period. The undersigned acknowledges the unit price values as part of this bid and agrees to add or delete items for the unit prices identified when directed to do so by the Owner.

No.	Description	Unit	Unit Cost
1	Earth Excavation - Machine	Cu. Yd.	\$4.50
2	Earth Excavation - Hand	Cu. Yd.	\$60.00
3	Trench machine earth excavation	Cu. Yd.	\$5.50
4	Excavate & remove unsuitable material from site		

	- Yardage under 5,000	Cu. Yd.	\$19.00
	- Yardage over 5,000 up to 20,000	Cu. Yd.	\$16.00
	- Yardage over 20,000 to be negotiated at a lower rate	Cu. Yd.	TBD
5	Furnish, deliver, spread and compact imported fill material as approved by the Soils Engineer. Reference Earthwork Specification for acceptable imported fill materials.		
	- Yardage under 5,000	Cu. Yd.	\$19.00
	- Yardage over 5,000 up to 20,000	Cu. Yd.	\$16.00
	- Yardage over 20,000 to be negotiated at a lower rate	Cu. Yd.	TBD
6	Imported Topsoil	Cu. Yd.	\$25.00
7	Remove and dispose of petroleum contaminated soil. This unit price only includes material requiring contaminate content removal. If the Owner locates a suitable dumping location not requiring contaminate removal in material, the Contractor shall use unit price 4 above for excavation and removal from site only.	Ton	\$70.00
8	Soil Cement Pavement Subgrade – 12” Depth	Sq. Yd.	\$16.00
9	Bulk Rock Excavation and Removal Offsite	Cu. Yd.	\$75.00
10	Trench Rock Excavation and Removal Offsite	Cu. Yd.	\$150.00
11	Furnish & install sod	Sq. Yd.	\$3.75
12	4” CMU	Sq. ft.	\$10.50
13	6” CMU	Sq. ft.	\$11.25
14	8” CMU	Sq. ft.	\$11.70
15	12” CMU	Sq. ft.	\$12.60
16	Fire Alarm Strobe; Provide 110-cd ceiling-mounted strobe & 50 Ln/Ft for fire alarm cabling in fire alarm rated MC cabling. Provide all programming & testing.	Per Location	\$500.00
17	Fire Alarm Speaker/Strobe Unit: Provide 110-cd wall-mounted strobe & horn device & 50 Ln/Ft of fire alarm cabling in fire alarm rated MC cabling. Provide all programming & testing.	Per Location	\$560.00
18	Fire Alarm Pull Station: Provide a manual fire alarm pull station complete with 50-feet of fire alarm wiring in fire alarm rated MC cabling. Include all testing & programming of device.	Each	\$500.00
19	Exit Sign: Provide exit light & 10-feet of conduit & wire.	Each	\$600.00
20	Light Switch: Provide 1P, 20A toggle switch,	Each	\$450.00

	including box, cover plate, & 50-feet of conduit & wiring.		
21	Receptacle: Provide 120-volt, 20-ampere (NEMA 5-20R) receptacle & 100 Ln/Ft 2# 12 & 12G in conduit and other materials as needed for a complete receptacle addition.	Per Location	\$700.00

**REFERENCES**

Bidders are hereby required to list three references for whom similar work has been performed within the last three years:

Name: \_\_\_\_\_

Address of Site: \_\_\_\_\_

Nature of Job: \_\_\_\_\_

Person to contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Name: \_\_\_\_\_

Address of Site: \_\_\_\_\_

Nature of Job: \_\_\_\_\_

Person to contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Name: \_\_\_\_\_

Address of Site: \_\_\_\_\_

Nature of Job: \_\_\_\_\_

Person to contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Cited references must be able to confirm, without reservation, your company's ability to provide the level of service mandated in this solicitation. Contact information is to be accurate. The Owner will not be responsible for errors, non-working numbers or persons that are no longer employed by the firm or do not respond. Howards County Board of Education reserves the right to reject any bid based on an unsatisfactory reference. The Board of Education also reserves the right to request additional references as needed.

**SURVEY**

For information purposes, please advise by what methods you were informed of this solicitation. Your response would be very much appreciated.

E- Maryland Marketplace (Y/N)\_\_\_\_\_

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

Ad House: Name of Ad House \_\_\_\_\_

Other:\_\_\_\_\_

**FORM CONTINUES ON NEXT PAGE**

**COMPANY INFORMATION**

Name of company \_\_\_\_\_ years in business \_\_\_\_\_  
Street Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone # \_\_\_\_\_ Fax # \_\_\_\_\_

**CONTRACT ADMINISTRATOR**

Print Name \_\_\_\_\_ Title \_\_\_\_\_  
Address \_\_\_\_\_ Phone \_\_\_\_\_  
\_\_\_\_\_ Fax \_\_\_\_\_  
Cell phone \_\_\_\_\_ e-mail \_\_\_\_\_

**LIQUIDATED DAMAGES – MINORITY BUSINESS ENTERPRISE PROGRAM**

This contract requires the contractor to make good faith efforts to comply with the Minority Business Enterprise (“MBE”) Program and contract provisions. The Board and the Contractor acknowledge and agree that the Board of Education of Howard County will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and MBE contract provisions. The parties further acknowledge and agree that the damages the Board of Education of Howard County might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

Therefore, upon a determination by the Board of Education of Howard County that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or contract provisions, the Contractor agrees to pay liquidated damages to the Board of Education of Howard County at the rates set forth below. The Contractor expressly agrees that the Board of Education of Howard County may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the Board of Education of Howard County is anticipated to incur as a result of such violation.

- a. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$100.00 per day until the monthly report is submitted as required.
- b. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$100.00 per MBE subcontractor.
- c. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the contract.
- d. Failure to meet the Contractor’s total MBE participation goal and subgoal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
- e. Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of this contract: \$100.00 per day until the undisputed amount due to the MBE subcontractor is paid.

Notwithstanding the use of liquidated damages, the Board of Education of Howard County reserves the right to terminate the contract and exercise all other rights and remedies provided in the contract or by law.

**WARRANTY TO THE LUMP SUM**

The undersigned affirms that the above Base Bid represents the entire cost of the Project in accordance with the Bid Documents and that no claim will be made on account of any increase in wage, scales, material prices, taxes, insurance, cost indexes or any other rate affecting the construction industry and/or this project. If the undersigned received written notice of the acceptance, at his designated address, within sixty (60) days after the bid opening (or later if the bid has not been withdrawn), the undersigned agrees to execute and deliver a contract and bonds in accordance with the bid as accepted, within seven (7) days after receiving notice, or forfeit the amount of the bid bond.

**FORM CONTINUES ON NEXT PAGE**



**AFFIDAVIT**

Special Instructions: An authorized representative of the bidder needs to complete the following affidavit and insert an answer to paragraphs 1 and 3.

Statutory Affidavit and Non-Collusion Certification:

I, \_\_\_\_\_, being duly sworn, depose and state:

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

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

- (a) Been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government;
- (b) Been convicted under the laws of the state, another state, or the United States of: a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (c) Been convicted of a criminal violation of an antitrust statute of the State of Maryland, another state, or the United States;
- (d) Been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract;
- (e) Been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority business enterprise certification, as prohibited by Section 14-308 of the State Finance & Procurement Article;
- (f) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described in Paragraph (a) through (e) above; or
- (g) Been found civilly liable under an antitrust statute of this State, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

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

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

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(you may attach an explanation necessary)

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

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

6. **SEX OFFENDER NOTIFICATION** - Maryland law requires certain sex offenders to register with the local law enforcement agency; See Maryland Annotated Code, Criminal Procurement Article, §11-704. One of the purposes of this law, found in Article 27§ 792, 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.

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,

Talbot Springs Elementary School Replacement  
Bid #056.20.B4

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 Procurement 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.

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.

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.

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 employee complies with the requirements. See section 000740 for Criminal Background Information and forms.

**I/we understand that the project I/we am seeking access to perform requires that I/we am in a school building with access to children. I/we therefore agree to undergo a criminal background check and send that information to a school system designee before receiving full approval. The criminal background check is to determine whether I/we have a record of any violation of laws prohibiting child sexual abuse or crimes of violence. I/we waive any rights such as to allow HCPSS access to that information as a condition to that approval of my request. I/we also understand that the criminal background check will be at my own expense.**

**The statements contained in this affidavit shall be incorporated into the awarded contract as material provisions and shall be effective throughout the life of the contract. The firm has continuing obligation through the life of the contract to submit a revised affidavit should the firm discover information, or events occur, which render the contents of this affidavit erroneous or incomplete or which would result in the firm providing a different response. The firm's failure to submit a revised affidavit within three (3) working days of either its awareness of any error, change of circumstances, incompleteness, etc., or request by the Owner shall constitute breach of contract. Upon submission of a revised affidavit, the Owner has the right to take such actions as may be necessary, in the judgment of the Owner, to maintain and enforce the provisions of the affidavit, including termination of the contract.**

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

\_\_\_\_\_  
(Signature of Bidder) (Date)  
\_\_\_\_\_  
(Print Name of Bidder) (Title of Bidder)

SUBSCRIBED AND SWORN to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

NOTARY PUBLIC

Name \_\_\_\_\_ Seal: \_\_\_\_\_

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
(Legal Name of Company)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City) (State) (Zip)

\_\_\_\_\_  
(Telephone) (Fax)

\_\_\_\_\_  
(E-mail address)

Contractor's License Number # \_\_\_\_\_

We are/ am licensed to do business in the State of Maryland as a:

( ) Corporation ( ) Partnership ( ) Individual ( ) Other

**FORM CONTINUES ON NEXT PAGE**

## ITEMS FOR BID SUBMISSION

The bid submission package should include the following:

_____	Form of Proposal – Section 003000
_____	AIA Doc A-310-2010 Bid Bond – Section 000310 (in the amount of 5%)
_____	Attachment “A” – MBE Utilization & Fair Solicitation Affidavit
_____	Attachment “B” – MBE Participation Schedule “Original”

**Please Note:** Attachment “B” that is marked “Revised” is not submitted with your bid.  
It is used if and when we accept Alternates and your firm is awarded.

## BID SUBMITTAL PREPARATION

1. Bidders shall supply all data required on the enclosed bid forms. Proposals must be neat, legible, and signed by an authorized officer of the company. The person signing the bid must initial erasure or changes to the forms. Blank spaces must be filled in either ink or typewritten, both in words and figure as requested. Lines left blank will be considered zero cost. Firms are hereby advised that failure to use, include or fully complete the Howard County Public Schools Bid Forms as defined herein for the submission of bids may result in their submittal being determined to be technically non-responsive.
2. Bids shall be submitted electronically via email **in PDF format** no later than the time and date specified in the notice to Bidders to [BidsandProposals@hcpss.org](mailto:BidsandProposals@hcpss.org) in order to be considered for this project/service. Bids that contain either more than one file, or files larger than 75MB, shall be inserted into an e-folder and compressed in a .zip file.
3. Bidders shall label the email subject line, folders and files with the following; “Bid Title, Bid Number, and Company Name”. In the body of the email, please include the bidders contact person name. e-mail address and cell phone number. (Please see the Notice to Bidders for further Information on the process).
4. Electronic signatures, scanned or e-signature, will be accepted. By providing bids electronically to HCPSS, Bidders grant HCPSS an unlimited right to generate additional electronic and/or paper copies for distribution solely for the purpose of evaluation and review.
5. To determine timeliness, the time “received” by HCPSS will be verified by the time stamp on HCPSS’s email server. **Bids arriving after the due date and time will not be accepted. Bidders will be notified after the bid opening.**
6. For technical questions or assistance, please contact the Purchasing Office, Mr. Ted Ludicke at [Ted\\_ludicke@hcpss.org](mailto:Ted_ludicke@hcpss.org).
7. If the solicitation has numerous Package/Divisions and you are, bidding on several different ones then you must submitted them in separate e-mails with all the required documents for each Package/Division that you are bidding on. They cannot be combined together.
8. Any bid proposal received after the time and date specified, or by a different method or location than specified in the Notice to Bidders, will not be opened or given any consideration.

**END OF FORM**

SECTION 013100  
PROGRESS SCHEDULES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including the General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes: Project Progress Schedule information.
- B. Related Sections: Section 01 3300 - Submittal Procedures.

1.3 PRELIMINARY PROGRESS SCHEDULE/COORDINATION MEETING

- A. The Bid Schedule (preliminary progress schedule) is included in this Section. It shows major categories of the Construction pertaining to the Project and is the Schedule for establishment of the various Contract milestones.
- B. This Bid Schedule (preliminary progress schedule) is provided for informational purposes only. Contractor acknowledges that by submitting a bid, they will meet the Substantial Completion date as listed in the contract documents unless modified by an approved Change Order.

1.4 FULLY DEVELOPED CONSTRUCTION SCHEDULE/ACCEPTANCE

- A. A copy of the "final" Construction Schedule will be prepared and distributed. Any disputes arising concerning the Schedule will be resolved by the Construction Manager's decision.
- B. The Construction Schedule shall then constitute the Schedule to be used by the Construction Manager for managing the Work for this Project, including but not limited to, planning, organizing, and directing the Work and reporting progress, until subsequently revised.

1.5 CRITICAL PATH METHOD (CPM) CONSTRUCTION SCHEDULING

A. General

1. The CPM Schedule network plan including any appropriate milestone dates and the computer produced reports shall be part of the Owner/Contractor agreement as stipulated herein.
2. All Contractors shall provide all information required by the Construction Manager for development of a network plan and schedule for this in accordance with the requirements of this section of the General Requirements.
3. The purpose of the Plan and schedule will be to assure adequate planning and execution of the work of the various Contractors, and to assist the Construction Manager in monitoring the progress of the work and evaluating proposed changes to the Contract and Schedule.
4. The Project management tool commonly called the Critical Path Method (CPM) will be employed for the planning, scheduling and reporting of all work to be performed under the Contract. The precedence diagramming method shall be utilized in preparing the CPM Schedule network diagrams.

5. There are other contracts and work which will run concurrently with this Contract, and may run subsequently to the work of this Contract. The project network diagram and schedule will reflect the major interferences between the work of this contract and the concurrent and succeeding work of other contracts.
6. The Construction Manager may modify the network diagram to provide interface points for other contractors for this Project.
7. Activity times delays shall not automatically mean that an extension of the Contract Completion Date is warranted or due the Contractor. A contract modification of delay may not affect existing critical activities or cause non critical activities to become critical. A contract modification to delay may result in only absorbing a part of the available total float that may exist within an activity chain on Network thereby not causing any effect on any interim milestone date of the Contract completion date.
8. Total float is defined as the amount of time between the early start date and the late start date, or the early finish date and the late finish date, for each and every activity in the schedule. Float is for the exclusive use and benefit of the Owner. Extensions of time to interim milestone dates or the Contract Completion Date under the Contract will be granted only to the extent that equitable time adjustments to the activity or activities affected by the Contract Modification or delay exceeds the total float of the affected or subsequent paths and extends any interim milestone date of the Contract Completion Date.

#### 1.6 INITIAL SUBMITTAL AND NETWORK PREPARATION

- A. To the extent necessary for the Construction Manager to reflect in a computerized CPM Schedule network diagram the Contractor's proposed plan for completion of their work, all Contractors shall be prepared to meet with and assist the Construction Manager, and furnish information subsequent to award of the Contract.
- B. A Duration Request Form will be sent to all Contractors at the same time as contracts are sent for signature. Within fourteen (14) calendar days after receipt of the blank Duration Request Form all Contractors shall provide their proposed plans of operation to the Construction Manager. The Contractor's plan of operations shall consist of, but not limited to, the following:
  1. A completed Duration Request Form with proposed Durations for the listed Construction Activities filled in by the Contractor (in work days).
  2. Additional Construction Activities, not already listed on the Duration Request Form, which the Contractor feels necessary to include into the CPM Schedule (with Durations for each in work days).
  3. List of proposed Durations for major procurement items (in work days).
  4. Proposed Sequencing of Contractor's Construction Activities.
- C. The Construction Manager and each Contractor will then meet and jointly develop the CPM Project Schedule, based on the Contractors proposed plan and sequences of operation. Any areas of such plans which, in the opinion of the Construction Manager, will conflict with timely completion of the project will be subject to revision by the Construction Manager unless adequate justification for these plans, duration and logic (as determined by Construction Manager) is provided by the Contractor within ten (10) calendar days of the Construction Manager's notice to the Contractor of the Construction Managers' intent to revise the schedule. At these meetings, the Contractors, with the aid of the Construction Manager, will manually construct a precedence diagram describing the activities to be accomplished, their dependency relationships and their durations. The Construction Manager will then, using the manual precedence diagram prepare a computer produced schedule showing starting and completion dates for each activity.
- D. In preparing the manual precedence diagram, each Contractor will be

responsible for assuring any/all subcontractor work, as well as his own work, is included and that the diagram shows a coordinated plan of work.

- E. The manually prepared precedence diagram when fully developed will show the sequence and interdependence of activities required for complete performance of all the work and will be divided into activities with a maximum duration of twenty (20) working days each, unless otherwise directed by the Construction Manager, except for non-construction activities such as procurement of material, delivery of equipment, and concrete curing.
- F. Proposed durations assigned to each activity shall reflect each Contractor's best estimate of time required to complete each activity considering the scope and resources planned for that activity.
- G. Failure by any of the Contractors or Construction Manager to include the element of work required for performance of the contract shall not excuse any of the Contractors from completing all their work within the contract Completion date. If the Construction Manager questions any of the Contractor's proposed durations, said Contractor shall within ten (10) calendar days provide estimates of his labor and intended crew and/or equipment sized required for the activity which support the proposed duration to the satisfaction of the Construction Manager.
- H. Seasonal weather conditions will be considered in the planning and scheduling of all work influenced by high or low temperatures to ensure the completion of all contract work within the allotted contract time milestone completion dates.

#### 1.7 REVIEW AND APPROVAL

- A. Within ten (10) calendar days after receipt of the computer produced CPM Schedule and reports provided by the Construction Manager, each Contractor shall meet with the Construction Manager, if required, for joint review, correction, or adjustment of the proposed plan and schedule. After these joint meetings, the computer produced CPM Schedule and reports will be revised in accordance with agreements reached during the joint reviews. A copy each of the computer produced CPM Schedule and reports will be provided to each Contractor. The revised CPM Schedule will be reviewed by each Contractor, and if found to be as previously agreed upon, will be accepted within ten (10) working days. Final review and acceptance by the Owner will take place after all Contractors have approved the revised CPM Schedule.
- B. Upon establishment of an agreed upon schedule, each Contractor will sign the CPM Schedule network drawings and computer produced reports, which will then indicate the acceptance and approval of the project schedule, sequence of activities and time for completion. Acceptance of the approved project schedule by all Contractors and the Construction Manager will be a condition precedent to the making of any partial payments under the Contract.

#### 1.8 SCHEDULING UPDATING AND REVISIONS

- A. The approved Project Schedule will be updated by the Construction Manager on a regular basis for the purpose of recording and monitoring the progress of the work. The CM will distribute, and review, a Schedule Update consisting of the following four categories; Activities Behind Schedule, Activities Due to be completed, Activities of long duration which are due to be completed after the next progress meeting, and Activities which are scheduled to commence prior to the next progress meeting.
- B. Based on the result of the schedule update, when the schedule no longer represents the actual prosecution and progress of the work, a major revision to the schedule logic sequence and the precedence diagram may be required by the Construction Manager or requested by the Contractor.

- C. A Contractor may also request revisions to the logic sequence and precedence diagram in the event his planning for the project is revised. If a Contractor desires to make changes in the Approval Project Schedule to reflect revisions in this method of operating and scheduling, he shall notify the Construction Manager in writing stating the reasons for the proposed revision.
- D. If revision to the schedule logic sequence is contemplated a Contractor or the Construction Manager shall so advise the other in writing at least two (2) weeks prior to the next Schedule Update Meeting, describing the revision and setting forth the reasons therefore.
- E. All reasonable requests by the Contractor for revisions will be implemented by the Construction Manager if not objected to by any of the other Contractors.
- F. Construction Manager directed revisions to the schedule will not be implemented without written notice to the Contractors', who shall respond within ten (10) days, either agreeing with the Construction Manger's proposed revision or setting forth justification why the change is reasonable, such change will not be implemented.
- G. Updating the schedule to reflect actual progress made up to the date of an update shall not be considered revision to logic sequence and schedule. In case of the disagreements concerning actual progress to date, the Construction Manager's determination shall govern.
- H. If a Contractor does not record any exception to the Published Project Schedule update within ten (10) calendar days of its receipt, he will be deemed to have accepted and approved it.

#### 1.9 SUBMITTAL SCHEDULE

- A. The Construction Schedule will also incorporate the Submittal Schedule that must be adhered to as detailed in the AIA Document 232 section 3.10.2.

#### 1.10 RESPONSIBILITY FOR COMPLETION

- A. The Contractor agrees that whenever it becomes apparent from the Construction Schedule that the Date of Substantial Completion of the Work will not be met, it will take some or all of the following actions at no additional cost to the Owner.
  1. Increase construction manpower in such quantities and craft as will substantially eliminate, in judgment of the Construction Manager, backlog of work.
  2. Increase number of working hours per shift, shifts per working day, working days per week, or amount of construction equipment, or any combination that will substantially eliminate, in judgment of the Construction Manager, backlog of work.
  3. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.
- B. Failure of the Contractor to comply with these requirements shall be basis for determination by the Construction Manager and Owner that the Contractor is not prosecuting its work with such diligence as will ensure completion within the Time stipulated. Upon such determination, the Owner may take such action as may be deemed appropriate, including withholding of the Progress Payments otherwise due and/or supplementing the Contractor's efforts at the Contractor's expense.
- C. It shall be the responsibility of all Contractors to maintain their progress so as not to delay the progress of the project or the progress of other Contractor's. If a Contractor delays the progress of the project or the progress of other Contractors, it shall be the responsibility of Contractor causing the delay to increase the number of shifts, days of work, and/or to the extent permitted by law, to institute or increase overtime operations all without additional cost to the Owner to regain the time lost and to maintain the overall schedule. Each Contractor is required by virtue of this contract to cooperate in every way with all other Contractors in order to maintain the schedule completion date. No additional compensation will be considered for such cooperation.

#### 1.11 PROPOSED PROGRESS SCHEDULE

- A. The Bid Schedule, which serves as preliminary progress schedule, is included at end this Section.
  
- B. Background:
  - 1. The existing School will stay in use during construction.
  - 2. It will be necessary for the Contractors to schedule their work to avoid interference with the School's operations. The Site is an operating school first and construction site second. This may require work at other than normal construction work hours, weekends, and/or prolonged days as necessary to meet the Schedule. The various Trades will require numerous mobilizations. Temporary and interim measures will be required to maintain operations and advance construction.
  - 3. Any utility interruptions or outages must be scheduled outside of the school's operating hours.
  - 4. The Contractors are to commence with the submittal process immediately upon issuance of the Notice of Intent to Award from the Construction Manager.

PART 2 - PRODUCTS (Not Used)

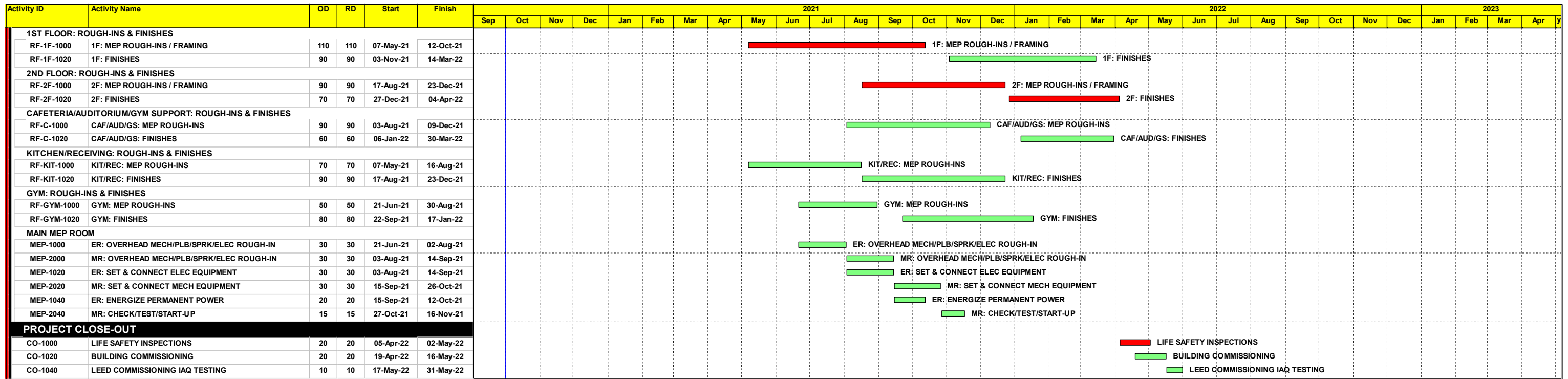
PART 3 - EXECUTION




- A. Refer to the following Preliminary Bid Schedule, attached.




END OF SECTION







 LIFE SAFETY INSPECTIONS  
 BUILDING COMMISSIONING  
 LEED COMMISSIONING IAQ TESTING

 Actual Work    ◆    ◆ Milestone  
 Remaining Work  
 Critical Remaining Work

00 ALL ACTIVITIES  
 TALBOTT SPRINGS ELEMENTARY SCHOOL - BID SCHEDULE  
 2 out of 2  
 TSES-P0-R0

