

**Thomas Viaduct Middle School R&P Classroom Remodel (Non-Wage)
BID # 034.22.B4**

**Addendum 1
Date: March 11, 2022**

Items

1. Attached Pre-Bid Meeting Minutes.
2. Attached Pre-Bid Meeting Sign-In Sheet.
3. Attached revised Form of Proposal. This supersedes the original version in the bid documents. Use the revised form with bid submission.
4. Attached Bid Clarification No.1 from DLR Group.
5. A site visit at Thomas Viaduct Middle School is scheduled for March 16, 2022 at 1:00 PM. Contact Greg Blatt (gregory.blatt@cbre.com) if you plan on attending.
6. Bid question due date is moved to March 18, 2022 at 10:00 AM.

END OF DOCUMENT

Project Name: Thomas Viaduct Middle School Renovation

Meeting Name: Pre-Bid Meeting

Date & Time: March 9, 2022 10:00 AM

Location: Tele-Conference (MS Teams)

Attendees: See Sign-In Sheet

HCPSS Bid Information

Robert Gill (HCPSS) reviewed the bid documents and noted items for Contractors to pay attention to during the bid process.

- All bids are due by 9:00 am on March 29, 2022. The bid opening will be at 10:00 am on March 29, 2022. All bids to be submitted in a PDF format; paper bids will not be accepted. The legal name of the bidding firm is required on all bid documents; name(s) that the firm commonly goes by will not be accepted.
- Bid questions are due by 10:00 am on March 14, 2022. All bid questions are to be sent to Greg Blatt (CBRE) at gregory.blatt@cbre.com.
- Site visits to the existing school are to be scheduled with Greg Blatt (CBRE).
- The project is not wage scale. This will be revised in a future addendum.

Project Schedule

Greg Blatt (CBRE) stated that the construction will occur during the 2022 summer break for the school. The anticipated start date is June 21, 2022 with a finish date of August 17, 2022.

Bid Drawings

Martha Suzuki (DLR) provided a brief recap of the scope of work for the project. Contractors were advised to pay close attention to the items that will be salvaged and reused in other locations (i.e., doors and frames) on the project. Door hardware clarifications will be issued in a future addendum.

Questions

Andrew Jinks (HCPSS) stated that the permit has been submitted and approved. It will be picked up by the successful bidder.

SECTION 003000
FORM OF PROPOSAL (REVISED)

Thomas Viaduct Middle School R&P Classroom Remodel (Non-Wage)
BID #034.22.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: 1A-General

Contractor: _____

Engineer/Architect: DLR Group
419 7th Street NW, 2nd Floor
Washington, DC 20004

Construction Manager: CBRE Heery
8201 Corporate Drive, Suite 850
Landover, MD 20785

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:

A. TOTAL BASE BID FOR THE ENTIRE CONTRACT PACKAGE/DIVISION LISTED ABOVE – EXPRESSED IN WORDS AND FIGURES:

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

ALTERNATE PRICING ITEMS - 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 – Procure and install new metal lockers and locker base for corridor outside classroom B61:

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

Add Alternate No. 2 to the Base Bid – Relocate existing VAV Box 6-22 in Room B60 to replace VAV Box 5-6 being demolished in Room A72:

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

FORM CONTINUES ON NEXT PAGE

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.

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

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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.

FORM CONTINUES ON NEXT PAGE

- 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.)

(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.

FORM CONTINUES ON NEXT PAGE

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,

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.

FORM CONTINUES ON NEXT PAGE

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/ I 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



DLR Group of D.C., P.C.

a District of Columbia professional corporation

419 7th Street NW, 2nd Floor

Washington, D.C. 20007

March 11, 2022

**BID CLARIFICATION NO. 1
TO THE DRAWINGS
FOR**

**HOWARD COUNTY PUBLIC SCHOOL SYSTEM
THOMAS VIADUCT MIDDLE SCHOOL CLASSROOM RENOVATION
DLR Group Project No. 56-22107-00**

Prepared by:

DLR Group

419 7th Street NW, 2nd Floor

Washington, DC 20004

The Drawings and Specifications for the above-named Project, dated March 01, 2022, are modified, amended, and supplemented as set forth in this Addendum, dated March 11, 2022, and shall be taken into account in preparing Bids. The Addendum shall become part of the Contract Documents.

Wherein the Addendum is in conflict with the Specifications and Drawings, the requirements of this Addendum shall govern.

ITEM NO. 1 – SUMMARY OF ADDENDUM NO. 1 revises contract documents detailed below with additional information regarding the Metal Lockers listed as Alternate No. 1.

For Alternate No. 1, provide 31 metal lockers at the south wall niche at the new Corridor B-60A. The lockers will be 12” wide x 72” high. Per HCPSS standards, the following Manufacturers are approved for use:

- Hadrian
 - List Industries
 - Penco
 - Republic
- Metal Shelving to be shown on drawings. Shelving is NIC.
 - Street Lockers shall be min 12” wide, 72” high.
 - Street Lockers shall have recessed handles with combination locks.
 - Gymnasium lockers shall have padlocks.

- Sloped tops on all lockers.
- Lockers shall have continuous hinges
- Provide min. 5 % of total lockers to meet ADA. Approved lockers to meet current requirements.

ITEM NO. 2 – At Sheet A1.4 detail 6D/Door Schedule, replace Hardware Set #1 with the revised below:

Set: Hardware Set 1

Description: PAIR of Doors at Utility Room A-69

6 Hinge	TA2714	US26D	MK
1 Dust Proof Strike	570	US32D	RO
2 Flush Bolt (Manual)	555/557 (TO SUIT)	US32D	RO
1 Storeroom Lock	L9080 17	626	SC
1 Permanent Core	Match Facility's Existing System	US15	OT
1 Surf Overhead Stop	10-X36	630	RF
1 Surface Closer	CLP7500	689	NO
2 Kick Plate	K1050 10" CSK	US32D	RO
2 Door Stop	403/441CU (TO SUIT)	US26D	RO
2 Silencer	608/609 (TO SUIT)		RO

In addition, the school uses the keying system Medeco X4 SFCI and the Mortise lockset by Schlage.

END OF ADDENDUM NO. 1