

Project No HM 19-1

North Harford Middle School Pool Repairs Phases 2 & 3

ADDENDUM NO. 2 – 02-13-19

Please note that Harford County Public Schools has rejected all bids for this project, pursuant to the Instructions to Bidders, Article 2.3. The project is being re-bid with the modified scope as indicated by Bid Addendum #2. The new Bid Date is Thursday, March 5, 2019, 2:00 pm local time.

This addendum is to be attached to the North Harford Middle School Pool Repairs Phases 2 & 3 bid drawings and specifications dated December 19, 2018. It modifies and becomes part of the contract documents.

These items in the addendum have no specific order. All contractors are responsible for checking all items.

The following shall be incorporated into the captioned solicitation as though included in the original documents issued:

- Revised Invitation to Bid
- Revised Instructions to Bidders
- Revised Form of Proposal
- Revised Summary
- Total number of pages: 25

Specifications

See attachments including narrative of Addendum.

ADDENDUM NO. 2

DATE: February 13, 2019

ARCHITECT: Smolen ■ Emr ■ Ilkovitch Architects
9211 Corporate Blvd., Suite 340
Rockville, Maryland 20850
Phone: (301) 770-0177

OWNER: Harford County Public Schools

PROJECT: North Harford Middle School – Pool Repairs Phases 2 & 3
Pylesville, Maryland

TO: All Prospective Bidders

The following changes are made a part of the Drawings and Specifications for the subject project, dated December 19, 2018. Receipt of this Addendum is to be acknowledged, in the space provided in the Bid Form. Failure to do so may subject the Bid to be considered as non-responsive.

A. GENERAL

1. All questions from prospective bidders should be directed to nhmspool@seiarch.com per Section 000100.

B. CHANGES TO SPECIFICATIONS

1. Section 000020 Invitation to Bid:
 - a. In the 1st paragraph, **REVISED** the bid deadline to March 5, 2019.
2. Section 000100 Instructions to Bidders
 - a. On page 1 of 9, in paragraph 1.1, **REVISED** the deadline for receipt of sealed proposals to be March 5, 2019.
3. Section 003000 Form of the Proposal
 - a. On page 1 of 3, **REVISED** the listing of Add Alternates as follows.
 - i. Add Alternate #1 changed to New Deck Drains and Deck Tile
 - ii. Add Alternate #2 changed to New Deck Drains and Epoxy Coated Deck
 - iii. Add Alternate #3 changed to New Deck Drains and Foam Rubber Deck Tile
 - b. On page 2 of 3, **REVISED** the listing of Add Alternates as follows.
 - i. Add Alternate #4 is now New Gutter HDPE Grate (*this was previously Add Alternate #3 and remains otherwise unchanged*)
 - ii. Add Alternate #5 remains unchanged.
4. Section 011000 Summary of Work:
 - a. On page 2 of 7 in 1.1.2 A, **REVISED** The description for Phase 3 work as follows.
 - i. Added “Add Alternates 1, 2, or 3)” to Phase 3 subheading
 - ii. In #5, replaced “mudset and tile” with “deck flooring system.”

- iii. In #7, after “benches” added “or cementitious overlay on decks and new mudset and tile on benches.”
 - iv. In #8, replaced “Installation of new base tile replacing” with “Reinstallation.” And after “board” added “which may require coping.”
- b. On page 3 of 7 in 1.1.2 B, **REVISED** “ceramic tile deck finish” to read “deck finish system.”
- c. On pages 3 and 4 **REVISED** the names of the Add Alternates as follows.
- i. Add Alternate #1 – New Deck Drains and Tile
 - ii. Add Alternate #2 – New Deck Drains and Epoxy Coated Deck
 - iii. Add Alternate #3 – New Deck Drains and Foam Rubber Deck Tile
 - iv. Add Alternate #4 – Removal and Replacement of Pool Gutter Grates (*this is the former Add Alternate #3 but the description remains unchanged*)
- d. On page 3 of 7 in 1.1.2 D, **REVISED** Add Alternate #1 description in item 1 to read “Furnish and install all materials and labor necessary for Phase 3 work as described above and illustrated in the drawings except that all tile shall be 1x1 size, tile replacement shall be limited to decks and benches, and existing baseboard shall be reinstalled and modified as necessary to hold top edge consistent around room. The Work shall be completed in accordance with the requirements of all Construction Documents.”
- e. On page 3 of 7 in 1.1.2 D, **REVISED** Add Alternate #2 description in item 1 to read “Furnish and install all materials and labor necessary for Phase 3 work as described above and illustrated in the drawings except that all tile shall be 1x1 size and tile replacement shall be limited to benches only, decks shall be epoxy coated (with slip resistance aggregate) sloped cement based mortar compound (Schonox or equal) on existing ceramic tile, existing baseboard shall be reinstalled and modified as necessary to hold top edge consistent around room. The Work shall be completed in accordance with the requirements of all Construction Documents.”
- f. On page 3 of 7 in 1.1.2 D, **REVISED** Add Alternate #3 description in item 1 to read “Furnish and install all materials and labor necessary for Phase 3 work as described above and illustrated in the drawings except that all tile shall be 1x1 size and tile replacement shall be limited to benches only, decks shall be foam rubber deck tile (Life Floor or equal) on a sloped cement based substrate, existing baseboard shall be reinstalled and modified as necessary to hold top edge consistent around room. The Work shall be completed in accordance with the requirements of all Construction Documents.”

C. CHANGES TO DRAWINGS

1. ARCHITECTURAL DRAWINGS

none

D. QUESTIONS FROM PROSPECTIVE BIDDERS

none

E. ATTACHMENTS

1. ADDENDUM DRAWINGS

No addendum drawings

2. ADDENDUM SPECIFICATIONS

- a. Revised Specifications Section 000020 Invitation to Bid
- b. Revised Specifications Section 000100 Instructions to Bidders
- c. Revised Specifications Section 003000 Form of Proposal
- d. Revised Specifications Section 011000 Summary of Work

END OF ADDENDUM NO. 2

HARFORD COUNTY PUBLIC SCHOOLS
NORTH HARFORD MIDDLE SCHOOL POOL REPAIR
INVITATION TO BID

The Board of Education of Harford County will receive sealed, lump-sum bids for the **North Harford Middle School Pool Repair (Phases II and III)**, located at **112 Pylesville Road, Pylesville, Maryland 21132**. The Board of Education will receive bids until **2:00 p.m.** local time on **March 5, 2019**, at the Harford County Public Schools Administration Building, Main Lobby, 102 South Hickory Avenue, Bel Air, Maryland 21014.

Plans and Specifications may be obtained only by INTERESTED CONTRACTORS on or after **January 7, 2019** at Harford County Public Schools Planning & Construction Department, 102 South Hickory Avenue, Bel Air, Maryland 21014.

Interested Contractors may secure a loan of one (1) set of plans and specifications and one (1) compact disc upon depositing One Hundred Dollars (\$100.00) per set. Checks shall be made payable to *Harford County Public Schools*. Those who submit prime bids (General Contractors) may obtain a refund of deposits of plans and specifications by returning documents in good condition no later than 10 calendar days after Proposals have been opened. Those failing to submit prime bids will forfeit deposits.

Portions of plans and specifications will not be issued to any Contractor or Subcontractor. It is mandatory that all Contractors and Subcontractors desiring plans and specifications procure an entire set. Subcontractors may purchase (non-refundable) complete sets of plans and specifications in the amount of \$100.00 per set.

All bidders and interested subcontractors are invited to attend a Pre-Bid Conference to be held for this project, which will be held on **January 16, 2019**. This conference will begin at **2:00 pm** local time, in the **North Harford Middle School Natatorium, 112 Pylesville Road, Pylesville Maryland**. Attendance of the Pre-Bid Conference is strongly encouraged.

Construction contractors wishing to submit proposals issued by Harford County Public Schools shall be pre-qualified by Harford County Public Schools by submitting a Contractor's Qualification Statement (AIA Document A305-1986) three (3) days prior to receipt of bids, as described in the solicitation documents, to Harford County Public Schools Planning & Construction Department, 102 South Hickory Avenue, Bel Air, Maryland 21014.

For reference purposes, the Solicitation Number for this project is HM19-1. The bidder or offeror shall list this where required in the bid.

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

The bidder or offeror is required to submit with its bid or proposal a completed MBE Attachment 1A: MBE Utilization and Fair Solicitation Affidavit, and: MBE Participation Schedule, as described in the solicitation documents within thirty (30) minutes of submitting the bid proposal; if there is no overall Minority Business Enterprise goal or sub goals established for the package, then only Attachment A – Certified MBE Utilization and Fair Solicitation Affidavit is required at time of bid.

The apparent low bidder shall submit additional minority business enterprise material and supporting data, which is specified in the bid documents within ten (10) working days after notification that the firm is the apparent low bidder.

Note: The MBE Goal Percentage for the bid, ***North Harford Middle School Pool Repairs Phases 2 & 3***, shall be ***ten (10) percent***.

Individual MBE goals as referenced above have been established for each Prime Construction Trade Package as listed in this invitation. All prime contractors and subcontractors including certified MBE firms are required to attempt to achieve the MBE goals from certified MBE firms approved by the Maryland Department of Transportation (MDOT).

The apparent low bidder shall complete and submit the Employment of Sex Offenders and Other Criminal Offenders Affidavit, (Section 006400), which is specified in the bid documents within ten (10) working days after notification that the firm is the apparent low bidder.

Instructions pertaining to the bid bond, surety checks and bid performance and materials payment bond requirements are set forth in the specifications and compliance with same shall be the responsibility of the Contractor submitting the bid.

The Board of Education reserves the right to accept or reject any or all bids and to waive any informalities in bids received. Harford County Public Schools is an Equal Opportunity Employer and strongly encourages minority participation.

Board of Education of Harford County
Sean W. Bulson, Ed.D.
Superintendent of Schools

SECTION 000100 – INSTRUCTIONS TO BIDDERS

PART 1 - PROPOSALS

- 1.1 Sealed proposals for: **North Harford Middle School Pool Repair; 112 Pylesville Road, Pylesville, Maryland 21132**, shall be received at the Harford County Public Schools Administration Building, Main Lobby, 102 South Hickory Avenue, Bel Air, Maryland, until **2:00 pm** local time on **March 5, 2019**. Bidders shall submit the completed Minority Business Enterprise Utilization and Fair Solicitation Affidavit and Schedule for Participation of Certified Minority Business Enterprises within thirty (30) minutes of submitting the bid proposal; failure to submit will result in the bid being determined non-responsive. Then at **2:30 pm** local time all bids will be publicly opened and read.
- 1.2 All proposals shall be submitted in duplicate on the detached proposal forms. Each bidder must submit a Base Bid (provided for on the proposal forms), and give all other information called for on the proposal form.
 - 1.2.1 Bids
 - A. Base Bid: One lump sum is required.
- 1.3 PRE-BID REQUIREMENTS AND NOTICES
 - A. Pre-Bid Conference:
 1. A pre-bid conference will be held on **January 16, 2019 @ 2:00 pm** local time in the **North Harford Middle School Natatorium, 112 Pylesville Road, Pylesville, Maryland**.
 2. Bidders' participation is encouraged although attendance is not mandatory. The conference will provide opportunity for discussion of the nature of the work and problems that may be entailed, as well as to answer questions concerning contract provisions and requirements, including drawings and specifications. Bidders are requested to submit questions relative to the bidding documents in advance of the meeting so that the Architect may prepare responses.
 3. No oral statement made by an Owner representative during the pre-bid conference, nor any written record of such oral statements as may be made and subsequently furnished to the bidder, will be deemed to have the effect of adding to, modifying, or otherwise varying from the written provisions of the invitation for bids (including, but not limited to specifications, drawings and written amendments to the solicitation). In the event the discussion or questions raised during the pre-bid conference indicate a need to modify the invitation for bids, an amendment to the solicitation will be issued in writing; any such amendment to the solicitation must be acknowledged in the same manner and under the same conditions as all other written amendments to an invitation for bids.

- B. Visit to Site: To arrange for the site visit, contact the following person: **Harry Miller or Mary Ann Howell at 410-638-4090.**
- 1.4 All proposals must be signed with a full name and address of the bidder, if an individual; if a partnership, with the partnership name by a member of the firm, giving also the full name and address of each member; if a corporation, by an officer in the corporate name with the corporate seal attached to such signature.
- 1.5 Proposals in duplicate shall be enclosed and sealed in a plain envelope marked on the outside:
- Sealed Bid
North Harford Middle School
Pool Repair
112 Pylesville Road
Pylesville, MD 21132**
- 1.6 The bidder shall submit the completed MBE Attachment 1A: Minority Business Enterprise Utilization and Fair Solicitation Affidavit and MBE Participation Schedule within thirty (30) minutes of submitting the bid proposal; failure to submit will result in the bid being determined non-responsive. The apparent low bidder shall submit additional minority business enterprise material and supporting data which is specified in the bid documents within ten (10) working days after notification that the firm is the apparent low bidder.

PART 2 - ACCEPTANCE OF PROPOSALS

- 2.1 No proposals may be withdrawn for at least ninety (90) days after the time set for delivery of proposals.
- 2.2 The Owner reserves the right to waive any informalities in bidding, to accept any bids or unit prices, or to award the Contract to those parties deemed most advantageous to its best interests.
- 2.3 All bids may be rejected at the discretion of the Owner. Any bid may be rejected for lack of conformity with notice and instruction to bidders, interest of any person in more than one proposal, evidence of collusion between bidder, unbalanced proposal, or lack of responsibility of bidders.
- 2.4 The Owner reserves the right to accept the base bid and the alternates, if any, in any order.

PART 3 - ADDENDA AND INTERPRETATIONS

- 3.1 No interpretation of the meaning of the drawings, specifications or other Contract Documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to **Smolen Emr Ilkovitch Architects; 9211 Corporate Blvd. Suite 340, Rockville, MD 20850**, emailed to nhmspool@seiarch.com, to be given consideration, and must be received at least six (6) days prior to the date fixed for the opening of the bids. Any and all such

interpretations and any supplemental instructions will be in the form of written addenda to the drawings and specifications which will be distributed in written form to all prospective bidders (at the respective addresses furnished for such purpose). Failure of any bidder to receive any such addenda or interpretations shall not relieve any bidder from any obligations under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

- 3.2 Bidders are requested to study the drawings and specifications in sufficient detail to ask as many of their questions as possible during the first half of the bidding period to avoid elaborate "last minute" addenda.

PART 4 - FAMILIARITY WITH THE WORK

- 4.1 Before submitting proposals, bidders should carefully examine the proposed Contract Documents, inspect the site of the project, acquaint themselves with all governing laws, ordinances, etc., and thoroughly familiarize themselves with all matters which may affect the performance of the work. The act of submitting a proposal shall be considered as meaning that the bidder has so familiarized himself, and therefore, no concession will be granted by the Owner because of any claim of misunderstanding or lack of information.
- 4.2 Only those manufacturers specifically listed by name shall form the basis for all bids. Failure to do so shall be at the risk of the Contractor. Any further requests for substitutions will only be considered following the award of Contract.

PART 5 - BID SECURITY

- 5.1 Bidder shall furnish with his proposal, a certified check made payable to the Owner or an approved Bid Bond in an amount not less than 5% of the amount of the Combined Bids. This bid security may be held by the Owner up to ninety (90) days after date of receiving bids, after which time they shall be returned to the bidder.
- 5.2 Bid security shall be forfeited to the Owner should the Contractor to whom the bid is awarded fail to execute the contract and to furnish an approved contract security bond as required by the specifications within ten (10) days from the date of award.

PART 6 - CONTRACT SECURITY

- 6.1 The Contractor shall furnish a surety bond in an amount at least equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and for payment of all persons performing labor and furnishing material in connection with the contract. It is to be a corporate bond with an approved bonding company.

PART 7 - COPIES OF PLANS

- 7.1 General Contractors may secure a loan of up to one (1) set of plans and specifications and one (1) compact disc upon depositing One Hundred Dollars (\$100.00) per set. Those who submit prime bids (General Contractors) may obtain refund of deposits plans and specifications by returning documents in good condition no later than 10

calendar days after Proposals have been opened. Those failing to submit prime bids will forfeit deposits.

PART 8 - BIDDER QUALIFICATIONS

8.1 **Contractor's Qualification Statement**

Construction contractor's wishing to submit proposals issued by Harford County Public Schools shall be pre-qualified by Harford County Public Schools as set forth by the Code of Maryland Regulations (COMAR), Article 21.05.02.05.

8.2 As set forth in the Invitation To Bid, construction contractor's wishing to submit proposals issued by Harford County Public Schools shall be pre-qualified by Harford County Public Schools by submitting a Contractor's Qualification Statement (AIA Document A 305 – 1986) three (3) days prior to receipt of bids, to Harford County Public Schools Planning & Construction Department, 102 South Hickory Avenue, Bel Air, Maryland 21014. Failure to provide valid and complete information may result in the proposal being rejected as non-responsive.

8.3 The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information for this purpose. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the work. Conditional bids will not be accepted.

PART 9 - CONTRACTOR CERTIFICATE OF REGISTRATION

9.1 Bidders are required under Article 56, Section 270 ®, Annotated Code of Maryland, to show evidence of Certificate of Registration.

9.2 Numbers may be obtained from the State License Bureau, 301 West Preston Street, Baltimore, Maryland 21201.

PART 10 – LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE ON TIME:

******CONTRACTORS TO BE SUBSTANTIALLY COMPLETE WITH PROJECT BY *August 16, 2019.***

10.1 A clause will be inserted in the Contract between the Owner and Contractor to the effect that, from the compensation otherwise to be paid, the Owner may retain the sum of One Thousand Dollars (\$1,000.00) for each calendar day of delay beyond the Substantial and/or Final Completion Dates stipulated in the Contract for occupancy and use.

10.2 The time in which the Contractor agrees to complete the Work is of the essence to the Contract and failure to complete within the Contract Time specified will entitle the Owner to, and he will, deduct and retain out of monies which may be due the Contractor under the Contract, the sum stated above and in the proposal from for each calendar day, in excess of the time stated, including Sundays and legal holidays. The sum shall not be considered as a penalty, but as a sum mutually agreed upon as

the ascertained damages suffered by the Owner because of the delay, official starting date being 5 days after the Building Permit has been issued, or 5 days after issuance of the Notice to Proceed, whichever is later.

- 10.3 Requests for extension of the Contract Time due to strikes, lack of materials or any condition over which the Contractor has no control will be reviewed by the Owner after written application is made for a time extension to the Architect. Any request for an extension of Contract Time is to be made immediately upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and detailed proof given for such delays beyond Contractor's control, these to be made in writing to the Architect. In establishing the time of construction completion, the weather conditions as no request for an extension of time due to weather conditions will be considered unless accompanied by Weather Bureau documentary evidence showing by comparison that such weather is abnormal to any of the past five years.

MANDATORY LIQUIDATED DAMAGES CONTRACT PROVISION FOR MBE NON-COMPLIANCE:

- 10.4 This contract requires the Contractor to make good faith efforts to comply with the Minority Business Enterprise (MBE) Program and contract provisions. The Owner and the Contractor acknowledge and agree that the Owner will incur damages, including but not limited to loss of good will, 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 Owner might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.
- 10.5 Therefore, upon a determination by the Owner 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 Owner at the rates set forth below. The Contractor expressly agrees that the Owner 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 Owner is anticipated to incur as a result of such violation.
- a. Failure to submit each monthly payment report in full compliance with COMAR 21.11.02.13B (3): \$ 33.80 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): \$ 118.32 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.
- 10.6 Notwithstanding the use of liquidated damages, the Owner reserves the right to terminate the contract and exercise all other rights and remedies provided in the contract or by law.

PART 11 - TAXES

- 11.1 The Contractor shall pay all required Federal, State, and local sales and use taxes, and similar levies on material, tools and equipment purchased to complete the contract.

PART 12 - CONTRACT DOCUMENTS

- 12.1 At such time as the Project is awarded, the successful bidder will be given, free of charge for construction purposes, one (1) set of Contract Documents and all remaining sets of Contract Documents and compact discs. If the Contractor needs additional sets, he may purchase them from the Architect by paying the actual reproduction costs plus handling charge.

PART 13 - INSPECTION OF SITE

- 13.1 Each bidder shall visit the Job Site and inform himself as to the conditions under which the Work is to be done. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the Contract Documents and to complete the contemplated Work for the consideration set forth in his bid.

PART 14 - AWARD OF CONTRACT

- 14.1 Tie Bids: In the event of tie bids where all factors are equal, award shall be made to the Harford County Bidder, the Out-of-County Bidder, the Bidder incorporated in Maryland, and the Bidder not incorporated in the State of Maryland, in that order of preference. If bidders within these geographic designations are equal as to all factors of consideration, the award shall be made by a toss of the coin.

PART 15 - BUY AMERICAN STEEL

- 15.1 Consistent with the provisions of the Maryland Annotated Code, Article 7A, Sections 68 through 72, inclusive, known as the "Buy American Steel" Act of the General Assembly of Maryland, Acts of 1978.
- 15.2 Wherever in these INSTRUCTIONS TO BIDDERS, "steel product, as hereafter defined, are part of the supplies, services or construction required by Owner, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the parties bidding shall predicate their base offer solely upon "steel products" manufactured in the United States of America or one of its territories, continental or insular, subject to the jurisdiction of the United States in sufficient quantities to meet

the requirements of the Contract, in which event the Base Bid is to contain a certification to this effect.

- 15.3 Each bidder shall furthermore attach to his BID FORM (using the Form for Substitution of Materials), the proposed cost of the supplies, services or construction required by Owner where foreign "steel products" are proposed to be used.
- 15.4 The Owner, in addition to all other reservation set forth in the Bidding Requirements, shall at the time of the issuance of the Award and Contract pursuant thereto, determine whether the supplies, services or construction required is to utilize steel products of domestic or foreign origin.
- 15.5 Note further that in the event the Award and Contract pursuant thereto is predicted upon the utilization of domestic "steel products", then, in addition to all other requirements mandated for performance hereafter in these INSTRUCTIONS TO BIDDERS, and all documents issued in association to whom the Award and Contract pursuant thereto is issued, shall as a further condition precedent to the obtaining of Final Payment from Owner, furnish same with a certificate under oath that all "steel products" supplied, delivered or constructed were of domestic origin.
- 15.6 The "Buy American Steel" Act of Maryland defines "steel products" as any product: "rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed, or processed by a combination of two or more of such operations from steel made in the United States by the open-hearth, basic oxygen, electric furnace, bessemer, or other steel making process". The Contractor should comply with the provisions of Section 17.301 through and including 17.306 of the State Finance and Procurement Article of the Annotated Code of Maryland (as amended from time to time), entitled "Steel Procurement for Public Works."
- 15.7 The Contractor's Affidavit of Compliance with said provisions may be required before payment is made.

PART 16 - MINORITY BUSINESS ENTERPRISES IN PUBLIC SCHOOL CONSTRUCTION PROJECTS

- 16.1 The successful bidder shall comply with the attached Section 006600, Harford County Public Schools and State of Maryland, Administrative Procedure, dated, including the following forms pertaining to a Minority Business Enterprises.

Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit
MBE Participation Schedule
Outreach Efforts Compliance Statement
Minority Business Enterprises Subcontractor Project Participation Statement
Minority Subcontractor Unavailability Certificate
MBE Waiver Documentation
Standard Monthly Contractor's Requisition for Payment
Close-Out Cost Summary

PART 17 - VENDOR/CONTRACTOR DISQUALIFICATION BRIBERY

- 17.1 A person convicted for 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 have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of the State or Federal Government.

PART 18 - AFFIDAVIT: EMPLOYMENT OF SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS

- 18.1 The General Contractor shall acknowledge the following requirements of Section 11-722 of the Criminal Procedure Article, and Section 6-113 of the Education Article, Annotated Code of Maryland, as described in Section 009000 – Supplementary General Conditions; Article 19 – Special Policies; 19.3, 19.4, 19.5, 19.6 and 19.7.
- 18.2 The apparent low bidder shall complete and submit the Employment of Sex Offenders and Other Criminal Offenders Affidavit, (Section 006400), which is specified in the bid documents within ten (10) working days after notification that the firm is the apparent low bidder.

PART 19 - INFORMATIONAL PRICES

- 19.1 Within 2 days after notification of apparent low bidder, the successful bidder must provide the following list of informational prices to Harford County Public Schools (HCPS). The informational prices are to be used for accounting purposes by the Owner and will in no way affect the award of the total contract to the lowest qualifying bidder. However, Contractor's first requisition for payment will be withheld until requested prices have been submitted.

PART 20 - WORK HOURS

- 20.1 The Contractor will be allowed to work at the project site as follows:
- a. School Year: Between the hours of 3:30 PM and 10:00 PM, local time, Monday through Friday. Exterior building work and work in the Mechanical Equipment Room shall be between the hours of 7:00 AM and 5:00 PM.
 - b. Summer Break: Between the hours of 7:00 AM and 5:00 PM, local time, Monday through Thursday, during the eight (8) weeks of the school systems 4, (10 hour) days. Exterior building work and work in the Mechanical Equipment Room shall be between the hours of 7:00 AM and 5:00 PM.
- 20.2 Work outside the specified hours may be allowed with 72 hours minimum notice to the Owner. Work on Saturday and Sunday may be performed from 8:00 AM to 4:30 PM, with prior approval from the Owner. The Owner reserves the right to disapprove or suspend a request to work outside of normal working hours. The Owner also reserves to right to determine when building coverage is necessary or in the best interest of HCPS. The cost of providing building maintenance personnel onsite for weekend work or after hours work shall be borne by the Contractor. For information purposes only, the current prevailing overtime and holiday rates for County maintenance personnel is between \$28.00 and \$42.00 per hour.

- 20.3 Holiday work, as determined by the yearly published HCPS school calendar, may be allowed with 72 hours minimum notice to the Owner. Work on holidays, if approved, may be performed from 8:00 AM to 4:30 PM. The Owner reserves the right to disapprove or suspend a request to work on holidays. The Owner also reserves the right to determine when building coverage is necessary or in the best interest of HCPS. The cost of providing building maintenance personnel onsite for holiday work shall be borne by the Contractor. For information purposes only, the current prevailing overtime and holiday rates for County maintenance personnel is between \$28.00 and \$42.00 per hour.
- 20.4 Inclement Weather: In the case of inclement weather, the Contractor will not be permitted to work inside Harford County Public Schools during the time of delayed openings, or at all if the school is closed. Should Harford County Public Schools issue a Code Green or Code Red, the school will be closed. Should Harford County Public Schools issue a Code Blue, the contractor shall contact the school office to determine if the school is open for contractors.”

SECTION 003000 - FORM OF PROPOSAL

Proposal of: _____ (firm name)

Re: **North Harford Middle School Pool Repairs Phases 2 & 3**
112 Pylesville Road
Pylesville, MD 21132

Date: _____

To: Board of Education of Harford County
Harford County Public Schools
102 South Hickory Avenue
Bel Air, Maryland 21014

Gentlemen,

Having examined the Instruction to Bidders, the Drawings and the Specification, including Addenda Nos. _____, _____, _____, _____, and _____, thereto, and other proposed Contract Documents prepared by **Smolen Emr Ilkovitch Architects** and having examined the site and other conditions affecting the construction, the undersigned hereby proposes to furnish all labor, materials, equipment and services to perform all work required for the **North Harford Middle School Pool Repairs Phases 2 & 3 in Pylesville, Maryland** in strict accordance with the Contract Documents for the sums listed in the following bid items:

It is understood that if no figure is listed for an Alternate, that the Alternate may be accepted and there shall be no change in the Base Bid amount indicated below:

BASE BID:

The Lump Sum Base Bid for the **North Harford Middle School Pool Repairs Phases 2 & 3:**

_____ Dollars (\$ _____)

ADD ALTERNATES:

Add Alternate #1 (New Deck Drains and Deck Tile)

ADD _____ Dollars (\$ _____)

Add Alternate #2 (New Deck Drains and Epoxy Coated Deck)

ADD _____ Dollars (\$ _____)

Add Alternate #3 (New Deck Drains and Foam Rubber Deck Tile)

ADD _____ Dollars (\$ _____)

Add Alternate #4 (New Gutter HDPE Grate)

ADD _____ Dollars (\$ _____)

Add Alternate #5 (New Security Gate)

ADD _____ Dollars (\$ _____)

UNIT PRICING:

The undersigned acknowledges the unit price values listed below (and as referenced in Section 012200) as part of this bid proposal.

<u>ITEM</u>	<u>DESCRIPTION OF ITEM</u>	<u>UNIT</u>	<u>PRICE</u>
1.	4"x4" thin-set ceramic tile at walls	sq. ft.	\$ 8.00
2.	1"x1" thin-set ceramic tile at deck benches	sq. ft.	\$ 12.40
3.	1"x1" mortar bed ceramic tile at pool deck	sq. ft.	\$ 18.00
4.	1"x1" thin-set ceramic tile in pool tank	sq. ft.	\$ 12.40
5.	Joint sealant	lin. ft.	\$ 2.60
6.	Tile re-grouting	sq. ft.	\$ 9.80

SUBSTITUTIONS REQUESTS:

Indicate proposed substitutions below and attach copies of "Substitution Request Form" referenced in Section 016000A.

<u>Proposed Substitution</u>	<u>Price Change</u>
_____	\$ _____
_____	\$ _____

EXECUTION:

The undersigned affirms that the Base Bid stated above represents the entire cost of the Project in accordance with the Bid Documents and that no claim shall 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.

The undersigned agrees, upon receipt of written notice of the acceptance of this bid within (90) calendar days after the date of opening of bids to execute the standard form of contract in accordance with the bid as accepted, and to give performance and payment bond with good and sufficient surety or sureties, for the faithful performance of the contract and for the protection of all persons supplying labor and materials in the prosecution of the work, within ten (10) calendar days after the prescribed forms are presented for signature.

Signature of:

X _____
Bidder if the bidder is an individual

Name and Title (printed)

Registered Maryland Contractor No. _____

OR

X _____
Partner if the bidder is a partnership

Name and Title (printed)

Registered Maryland Contractor No. _____

OR

X _____
Officer if bidder is a corporation

Name and Title (printed)

Registered Maryland Contractor No. _____

ALL

Subscribed and sworn before me this _____ day of _____, 2018.

X _____
Notary Public

My Commission expires: _____

NOTE: The following items shall be completed and submitted as attachments to the Bid at the time of the Bid opening:

- 1. Section 005000 Bid Bond
- 2. Section 006600 MBE Attachment 1A: Certified MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule
- 3. Section 006400 Affidavit of Qualification to Bid

***NOTE: Items 1 and 2 must be submitted in proper form and content at the time of bid opening or the bid will be rejected as non-responsive.**

SECTION 011000 - SUMMARY OF WORK

1. GENERAL

1.1. DESCRIPTION

1.1.1. Work included

- A. Unless otherwise noted, Contractor shall provide and pay for all labor, materials, equipment, tools, construction machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work required by the Contract Documents.
- B. Work of Contract can be summarized by reference to the Contract, General Conditions, Supplementary Conditions, specification sections as listed in the "Table of Contents" bound herewith, drawings issued concurrently with this Project Manual, addenda and modifications to the Contract Documents issued subsequent to the initial printing of the project specifications, and including but not necessarily limited to printed matter referenced by any of these. It is recognized that work of Contract is also unavoidably affected or influenced by governing regulations, natural phenomenon including weather conditions, and other forces outside the Contract Documents.

- 1. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:
 - a. Drawings and Specifications. In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum, the better quality or greater quality of Work, or the most stringent requirements of the Work shall be provided in accordance with the Architect's interpretation.
 - b. The Contract.
 - c. Addenda, with those of later date having precedence over those of earlier date.
- 2. Drawings are not to be scaled. All dimensions on documents are for reference therefore for accuracy of dimension measurements must be performed in the field.

1.1.2. Project Description including Add Alternates

- A. The description of the project herein does not alter, limit or affect the scope of the project as described in the project documents in any way. The work as described in the Contract Documents is generally as follows:

PHASE 2:

- 1. Removal of existing filter system, pump, strainer and gauges;
- 2. Removal of existing filter piping and valves;
- 3. Installation of new filter components;

4. Installation of new UV water treatment systems;
5. Re-installation of existing chemical treatment systems;
6. Replacement of DHU booster pump and reconnection to existing heating system;
7. Provide new gauges, thermometers and flow meter(s);
8. Provide VFD filter motor controller;
9. Rewiring of all components;
10. Provide color coding, valve tags, charts, and operation instructions;
11. Testing and balancing.

PHASE 3 (Add Alternates 1, 2, or 3)

1. Removal of existing deck tile and existing bench tile;
2. Removal of existing spot drains;
3. Removal of existing base board;
4. Cutting of existing deck slab for installation of new drains;
5. Chipping of existing deck slab to accommodate deck flooring system and ADA compliant deck slopes;
6. Installation of new linear (trench) drains to improve deck drainage;
7. Installation of new mud set and tile on decks and benches or cementitious overlay on decks and new mudset and tile on benches;
8. Reinstallation of existing base board which may require coping;
9. Refilling of pool water (refilling shall not be from well);
10. Power washing of all tiled surfaces;
11. System maintenance until school commencement.

B. To accomplish the work as stated in paragraph 1.1.2.A, the following may be required:

1. Demolition and replacement of portions of the deck slab;
2. Tracing or detection of embedded conduit in deck slab;
3. Demolition and replacement/repair of the pool deck; deck drains and deck finish system.

C. It is the intent that the above described scope of work can be accomplished without disturbing the Transite air duct buried below the pool deck in this area. This will require some cautious and careful detection and/or demolition on the part of the General Contractor to determine the exact location of the pipe and consequently careful excavation to avoid disturbing the duct.

D. Alternates

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

2. Coordination: Coordinate related Work and modify or adjust adjacent Work as necessary to ensure that Work affected by each Alternate is complete and fully integrated into the project at no additional cost to that proposed in the Bid.
3. Bidder originated Alternates or qualifying statements will not be considered. The Owner shall have the right to accept Alternates in any order or combination.
4. Specification Sections referenced in the Schedule contain requirements for materials and methods necessary to achieve Work described under each Alternate. Include as part of each Alternate, miscellaneous devices, accessories, and similar items incidental to or required for a complete installation whether or not mentioned as part of Alternate.

ADD ALTERNATE #1 – NEW DECK DRAINS AND DECK TILE

1. Furnish and install all materials and labor necessary for Phase 3 work as described above and illustrated in the drawings except that all tile shall be 1x1 size, tile replacement shall be limited to decks and benches, and existing baseboard shall be reinstalled and modified as necessary to hold top edge consistent around room. The Work shall be completed in accordance with the requirements of all Construction Documents.
2. Base Bid: Existing to remain.

ADD ALTERNATE #2 – NEW DECK DRAINS AND EPOXY COATED DECK

1. Furnish and install all materials and labor necessary for Phase 3 work as described above and illustrated in the drawings except that all tile shall be 1x1 size and tile replacement shall be limited to benches only, decks shall be epoxy coated (with slip resistance aggregate) sloped cement based mortar compound (Schonox or equal) on existing ceramic tile, existing baseboard shall be reinstalled and modified as necessary to hold top edge consistent around room. The Work shall be completed in accordance with the requirements of all Construction Documents.
2. Base Bid: Existing to remain

ADD ALTERNATE #3 – NEW DECK DRAINS AND FOAM RUBBER DECK TILE

1. Furnish and install all materials and labor necessary for Phase 3 work as described above and illustrated in the drawings except that all tile shall be 1x1 size and tile replacement shall be limited to benches only, decks shall be foam rubber deck tile (Life Floor or equal) on a sloped cement based substrate, existing baseboard shall be reinstalled and modified as necessary to hold top edge consistent around room. The Work shall be completed in accordance with the requirements of all Construction Documents.
2. Base Bid: Existing to remain.

ADD ALTERNATE #4 – REMOVAL AND REPLACEMENT OF POOL GUTTER GRATES

1. Furnish and install all materials and labor necessary for removal of existing pool gutter grates and installation of a protective grating machined from UV resistant High Density Polyethylene (HDPE) top grating for maximum efficiency in quelling waves. Top grating shall meet and/or exceed ASTM D2047 Slip Resistance (Wet) with a nominal value of 0.62 to create a non-skid surface. Open area of grating shall not be less than 32%. Grating shall be white unless otherwise specified on plans.
2. Base Bid: Existing to remain. Note metal grilles at benches are Base Bid.

ADD ALTERNATE #5 – NEW SECURITY GATE

1. Furnish and install all materials and labor necessary for installation of new security gate inboard of existing exterior storefront system. The new gate system shall provide maximum ventilation and shall not obstruct existing egress path(s). The gate shall be constructed of steel, have a high performance anti-corrosive finish on all exposed surfaces, and be able to swing open into the natatorium 180 degrees and shall not obstruct the adjacent egress door when gate is fully open. The pattern of the gate shall be simple and rectilinear but shall prevent the reaching from the outside through the gate to enable opening of the egress door panic bar. Sizing of opening pattern shall also prevent climbing from the interior. Fastening of the gate and posts to existing structure shall be in a concealed manner. No portion of the gate or its components shall project in such a way as to cause injury to natatorium users with the exception of a hasp and marine grade padlock. Padlock to be keyed to school master. The Work shall be completed in accordance with the requirements of all Construction Documents.
2. Base Bid: No improvements.

1.2. HOUSEKEEPING

1.2.1. Fire protection during construction

- A. Provide and maintain hand fire extinguishers suitable for fire hazard involved at convenient accessible locations during construction.
 1. Provide each storage location with at least one approved portable fire extinguisher having a rating of not less than 20 - B:C.
 2. Place portable extinguishers rated not less than 2A so that maximum travel distance to the nearest exit shall not exceed 100 feet.
- B. Avoid accumulation of flammable debris and waste within the building and vicinity. Avoid large and unnecessary accumulations of combustible forms and form lumber. Keep lumber stacked in an orderly manner.
- C. Store flammable or volatile liquids in the open or in small detached structures or trailers. Handle liquids with low flash points to be used within the building in approved safety cans. Supervise closely the storage of paint materials and

other combustible finishing and cleaning products. Do not permit oily rags to be stored in closets or other tight permanent spaces.

- D. Prohibit smoking on the property.
- E. Closely supervise welding and torch cutting operations near combustible materials.
- F. Supervise locations and operation of temporary portable heating units and fuel.
- G. Use only fire-resistant building paper, plastic sheet, and tarpaulins for temporary protection.
- H. Do not store combustible material outdoors within 10 feet of a building or structure.
- I. Do not use gasoline for cleaning within the building under any circumstances.
- J. Take other precautions suitable for hazardous conditions at the site to prevent fire.

1.2.2. Burning

- A. Do not burn any trash or other material on site.

1.2.3. Clean Up

The contractor is responsible for cleanup of the adjacent areas used for next day's normal activities that occur inside and outside the construction containment spaces. All cleaning is to be provided by a professional cleaning services contractor and Owner's only acceptable standard is "White Glove Clean".

1.2.4. Final Cleaning

The contractor is responsible for final cleanup of all Work areas and adjacent areas. Final cleaning is to be provided by a professional cleaning services contractor at completion of on-site contractor activities. Similar to daily clean up, the Owner's only acceptable standard is "White Glove Clean". Final cleaning shall include but is not limited to all surfaces of the natatorium, spectator seating areas, and adjacent affected spaces.

1.3. REQUEST FOR INFORMATION (RFI)

- 1.3.1. RFI's are to be issued by Contractor to Architect after telephone call to Architect for needed information or clarification. If information or clarification can be obtained or resolved over the telephone, RFI will not be needed. Consecutively numbered RFIs will be used when written response is required of Architect. Contractor will document verbal responses for his record and documentation shall be provided to Owner. All RFIs are to be processed through the Architect for all disciplines. No RFIs are to be sent directly to other members of the design team. No extensions of time will be given due to time taken for written or verbal responses to RFIs by Architect.

- 1.3.2. RFI's deemed to be unnecessary by the Architect will be recorded. Time involved in responding to unnecessary RFI's will be tracked and the related costs may be billed to the contractor at the Architect's discretion.

1.4. SALVAGE RIGHTS

- 1.4.1. The contractor shall coordinate with the Owner on the disposal of salvageable items. The Owner has first rights to all salvageable materials.
- 1.4.2. All items not claimed by the Owner for salvage shall become the responsibility of the Contractor for removal.

1.5. DEVIATIONS FROM THE CONTRACT

- 1.5.1. The contractor will notify the Architect of any deviations from the Contract documents prior to any change being made. Any deviation from the Contract without the written authorization of the Architect shall be sole responsibility of the Contractor.

1.6. OCCUPIED SITE – SPECIAL REQUIREMENTS

- 1.6.1. The contractor is cautioned that this project is being performed on an occupied site and that the safety of the occupants and users of the building is to be the first priority.
- 1.6.2. All construction activities are to be coordinated with the Owner and user. The contractor will be responsible to coordinate construction activities around the user's needs so as not to interfere with school activities.
- 1.6.3. Scheduling of odor causing activities shall be carefully coordinated with Owner and building users. No deliveries shall be scheduled during school drop-off and pickup times.
- 1.6.4. Normal work hours for the site are defined in Section 000100 Instructions to Bidders, Part 20 Work Hours. The Contractor may work outside of these hours if desired and approved by the Owner. The Owner shall make arrangements for access to the work site in that regard.
- 1.6.5. In addition to other OSHA approved safety attire, all contractors working on site must wear OSHA approved safety vest.
- 1.6.6. Parking for contractor – TBD
- 1.6.7. Construction noise shall be kept to a minimum and shall not disrupt or interfere with the operation of school programmed activities. Any construction activities that disrupt the building use, as determined by the building staff or Owner, must be carefully coordinated and scheduled.
- 1.6.8. The contractor is responsible for protection, removing, staging/storing in a location within the building approved by the owner, and reinstallation of existing furniture, equipment, and contents of the rooms (if any).

- 1.6.9. If during the execution of the scope of work or during the exploration, investigation and survey of the facilities any services, systems, structure, substructure, finishes, furnishing, fixtures or equipment are disturbed/damaged, the contractor must make the repairs or restoration immediately within 24 hours or sooner.
- 1.6.10. Before proceeding with any work in the existing building, a dust containment plan must be submitted to and approved by the Owner. Dust containment shall include but is not limited to provisions for preventing dust and debris from entering the air return/transite duct system, the plumbing system, and natatorium HVAC system. Contractor is cautioned that dust entering the HVAC system and spreading to adjacent spaces and throughout the building will require clean up at no additional cost to Owner.

2. PRODUCTS

Not applicable.

3. EXECUTION

Not applicable.

END OF SECTION 011000