

Sean W. Bulson, Ed.D., Superintendent of Schools 102 S. Hickory Avenue, Bel Air, Maryland 21014 Office: 410-838-7300 • www.hcps.org

Procurement Department

Jennifer Horner, CPPB, Supervisor of Procurement 410-809-6044 • <u>Jennifer.Horner@hcps.org</u>

ADDENDUM #1

Bid #26-JHP-007

Modular Classroom Buildings for Various HCPS Locations

TO: ALL BIDDERS

FROM: Jennifer Horner, CPPB, Procurement Agent

DATE: November 14, 2025

This Addendum is issued in response to prospective bidder's inquiries and to add/clarify verbiage in the Bid.

1. **DELETE**: Bid Announcement

ADD: Bid Announcement – Revised, see attached.

2. **CLARIFICATION**: Refer to page 7, Instruction to Bidders, Section 13.5 – Bid Security. If the total bid is over \$100,000, Performance and Payment Bonds **will be required.**

3. ADD: BOND REQUIREMENTS

Performance Bond and Payment Bond – The Contractor shall furnish a Performance Bond and Labor and Materials Payment Bond covering the faithful performance of the Contract and the payment of all obligations arising there under and complying with the requirements of Maryland law. Both bonds shall be in the amount of one hundred percent (100%) of the Contract amount and shall name the "Board of Education of Harford County" as obligee. **The Performance Bond and the Payment Bond shall be submitted in the format displayed in the attached documents. No other bond forms will be accepted.** Firms issuing bonds must be licensed to write bonds in the State of Maryland. The Contractor shall pay premiums for required bonds. Obtaining of bonds by Contractor shall be a condition precedent to effectuation of the Contract between the Owner and Contractor. If additional work is authorized, the amount of the bonds shall be increased to cover the value of the increased Contract sum. All bonds shall conform to the requirements of the Maryland Little Miller Act.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

4. ADD: Performance and Payment Bond documents, see attached.

5. **QUESTION**: Need confirmation if prevailing wage is required. I saw the note that "prevailing wage rates are applicable to this project" must be listed on the bid announcement if they were required but I do not see that anywhere.

ANSWER: Prevailing wages do not apply.

6. **QUESTION**: Need clarification on what is required for the fire alarm. Just pull strings in the modular classroom? Or does it need to be integrated to school alarm?

<u>ANSWER</u>: Modulars do not get integrated into the main school fire alarm system. Modulars are integrated into each other and other existing modulars if applicable. Contractor to provide and install system compatible equipment listed in the Single Classroom Portable Specifications, page 49.

7. **QUESTION**: Need clarification on warranty length required. Page 12 states a 1-year warranty from acceptance. Pages 32 and 46 state 2-year warranty.

ANSWER: Refer to page 20, General Terms and Conditions, Section 46.0 Order of Precedence.

8. **QUESTION**: Is Hardi Panel the exterior that you are looking for? Just wanted to clarify as all I saw is "panel siding".

ANSWER: Sheathing to be to code, Hardi Panel is acceptable but not required.

9. **QUESTION**: Is there a specific spot within the building that you want the closet, coat hooks, and tack boards?

ANSWER: The closet is in a corner. The coat hooks are usually near the ramp side door. White board and tack board locations can be verified in the shop drawing submittal.

10. **QUESTION**: Do you want all six buildings setup under one contract, or would you prefer them be separate for each school?

ANSWER: One contract, for all locations.

11. **QUESTION**: Can you please confirm the MBE requirements listed do not apply to this project?

ANSWER: There are no MBE requirements.

12. QUESTION: Can you please confirm the bonds listed do not apply to this project?

ANSWER: Refer to Items #1-4 of this Addendum.

13. **QUESTION**: Is there a specific roller shade you are expecting?

ANSWER: HCPS design standards allow the following manufacturers:

A. Interior Manually Operated Roller Shades:

- 1. Draper, Inc; Clutch Operated FlexShade: www.draperinc.com/#sle.
- 2. Lutron Electronics Co., Inc; Contract Roller Manual Roller Shades: www.lutron.com/#sle.
- 3. MechoShade Systems LLC; Mecho/7 System: www.mechoshade.com/#sle.
- 14. **QUESTION**: What version of IBC is required?

ANSWER: Whatever version the local AHJ is utilizing at the time of bid.

15. **QUESTION**: Can you please confirm the IT accessibility program and technology-based instructional product requirements does not apply to this project?

ANSWER: IT accessibility program and technology-based instructional product requirements do not apply to this project.

16. **QUESTION**: Can you please confirm HCPS will submitting for the permits? It is listed on the bid that the awarded bidder is responsible for the permits and also states that HCPS will apply for the permit.

<u>ANSWER</u>: HCPS will submit permits on the Awarded Bidder's behalf, to include the Awarded Bidder's submissions of MD stamped engineered documents for the buildings, decks & ramps, and foundations. HCPS applies for permits once in receipt of the Awarded Bidder's submission of required permit documentation. Awarded Bidder is responsible for providing all required documents for the initial permit submission, as well as any revisions resulting from AHJ permit comments and stipulations after their review.

17. **QUESTION**: Are horn strobes required by code?

ANSWER: Horn strobes are required, per code.

18. **QUESTION**: Is the cmu blocking laid loose acceptable?

ANSWER: All foundation construction, materials, and installation shall be in accordance with all applicable state and local codes.

19. **QUESTION**: Can you please confirm that sprinklers are not required. We believe MD Code required sprinklers in all classrooms.

ANSWER: Sprinklers are not required.

20. **QUESTION**: Can you please confirm our Fire Alarm Scope of Work. We cannot do any of this work in the factory so it would be best if fire alarm was handled on site by others.

ANSWER: Refer to page 49, Single Classroom Portable Specifications which outlines the compatible equipment requirements bidder needs to supply and install as part of their package. Bidders are encouraged to visit all sites to become familiar with existing conditions.

21. **QUESTION**: No electrical drawings were provided. Is the electrical portion of the project bidding separately? If not, could you please provide the electrical drawings for power feed and fire alarm communication for each site?

ANSWER: Refer to page 28, Specifications, Scope of Work, Sections 2.3 and 2.4.

22. QUESTION: If the electrical work is not part of this contract, who is responsible for permits?

ANSWER: Refer to Question #16 of this Addendum.

23. **QUESTION**: The specifications mention that a "fire alarm panel may be required." Could you please provide specifics on the fire alarm panel to be provided (make, model #, etc.)?

ANSWER: See attached photos of a fire alarm panel example.

24. **QUESTION**: The announcement page states that no bonds are required, however, the Instructions to Bidders section 13.0 states that Performance and Payment bonds may be required if the contract is more than \$100k. Will HCPS be requesting the performance and payment bonds if the contract is over \$100k?

ANSWER: Yes, refer to Items #1-4 of this Addendum.

25. **QUESTION**: Is this project a Prevailing Wage scale?

ANSWER: Refer to Question #5 of this Addendum.

26. **QUESTION**: Can the stormwater management plan be provided prior to bid to fulfill the requirement of regrading the sites to promote stormwater movement?

ANSWER: Stormwater management is not required for this project.

27. **QUESTION**: When can work on site begin? The school year ends on June 25th, allowing only 6 weeks before the project end date of August 7th.

<u>ANSWER</u>: This depends on the Awarded Bidder providing the required stamped engineered documents for HCPS to secure the building permit for the Awarded Bidder's use. HCPS will work with the Awarded Bidder and the individual site locations on the Awarded Bidder's proposed workplan and schedule.

28. **QUESTION**: Who is responsible for taking the fence down at George D. Lisby Elementary School?

ANSWER: If the Bidder requires the fence to be removed for their work, then the Bidder must remove the fence and return it to its original condition prior to completion and in coordination with HCPS.

29. **QUESTION**: Request for contract execution date for winning bidder

ANSWER: The anticipated date of award will be the week of December 15, 2025.

30. **QUESTION**: Request for anticipated date of notice to proceed/mobilize to project site

<u>ANSWER</u>: Notice to proceed generally corresponds to Awarded Bidder executing the contract. Awarded Bidder may mobilize after approval of submittals, and the Awarded Bidder submits all engineered drawings required for HCPS to submit for and receive the building permit.

31. QUESTION: Request for fire alarm panel specifications and equipment list.

ANSWER: Refer to page 49, Single Classroom Portable Specifications. Bidder to verify existing systems and provide compatible equipment.

32. **QUESTION**: Is fire alarm work required or can bidder exclude?

ANSWER: Qualified bids submitted with exclusions will be rejected.

33. **QUESTION**: Which project locations require a fire alarm system

ANSWER: Bidder is to make themselves familiar with the existing sites and conditions. Bidder is to verify existing systems and provide compatible equipment.

34. **QUESTION**: Will the owner/HCPS tie-in to existing fire alarm systems?

<u>ANSWER</u>: The intent is for the HCPS on-call electrician to perform all electrical tie-ins between the Awarded Bidder's new fire alarm equipment and the existing systems, as applicable, in accordance with the Single Classroom Portable Specifications listed on page 49.

35. **QUESTION**: Request for asphalt walkway length at each project location **ANSWER**: Bidders building placement in accordance with all applicable codes determines walkway length.

36. **QUESTION**: Request for site plan with contours

ANSWER: Bidders are responsible for site visitation and confirmation measurements and existing conditions.

37. **QUESTION**: Request for finished floor elevation

ANSWER: Bidders are responsible for building placement in accordance with all applicable codes.

38. **QUESTION**: Request for soil bearing capacity at each project location

ANSWER: Bidders are responsible for engineered foundation drawings.

39. QUESTION: Will the portable classroom siding be constructed of Smart Panel?

ANSWER: Exterior siding to be constructed per code.

40. **QUESTION**: Is site construction fence required, if yes please specify.

ANSWER: Bidder is advised to protect bidder's own work.

41. QUESTION: Will a 3tn HVAC unit be acceptable as opposed to the 3.5tn in the spec

ANSWER: No.

42. QUESTION: Are deviations to the spec acceptable? If yes will they be on a case by case basis?

ANSWER: Deviations from specifications will be considered a non-responsive bid.

43. QUESTION: Is the winner bidder responsible for inspections outside awarded scope of work?

ANSWER: Awarded Bidder is to comply with all permit requirements.

44. **QUESTION**: Please verify distance from existing building to modular classrooms at each location.

ANSWER: Bidders are responsible for building placement in accordance with all applicable codes.

45. **QUESTION**: Could the bid be extended a week due to the upcoming holiday to give contractors time to respond to the addenda questions?

ANSWER: Due to tight timelines, we cannot extend the bid timeline.

I hereby acknowledge receipt of Addendum #1 c Classroom Buildings for Various HCPS Location	dated November 14, 2025 to Bid #26-JHP-007 Modularns.
Company	Name (Print or Type)
Authorized Signature	Date

Note: Bidder shall sign and submit Addendum with submission. The same person signing the Addendum shall sign the Bid Form. Failure to submit the Addendum may deem your bid as non-responsive.

HARFORD COUNTY PUBLIC SCHOOLS

102 South Hickory Avenue Bel Air, Maryland 21014

BID ANNOUNCEMENT - REVISED

BID TITLE: Modular Classroom Buildings for Various HCPS Locations

BID NUMBER: 26-JHP-007

BID OPENING DATE AND TIME: November 25, 2025, 2:30 pm local time

BID OPENING / Bid Opening will be online via Teams at the following:

BID EMAIL SUBMITTAL ADDRESS:

Microsoft Teams Need help?

Join the meeting now

Meeting ID: 287 955 469 165 1

Passcode: JQ9DT7ev

Dial in by phone

+1 240-600-1475,,342282303# United States, Bethesda

Find a local number

Phone conference ID: 342 282 303#

Submit your bid via electronically to bids@hcps.org.

PROCUREMENT AGENT: Jennifer Horner

410-809-6044

Jennifer.Horner@hcps.org

QUESTIONS DUE DATE AND Questions must be emailed to Jennifer.Horner@hcps.org no later than

TIME: 2:30 pm on **November 13, 2025.**ADDENDUM ISSUED: No later than **November 17, 2025.**

PRE-CONFERENCE: Not Required.

BONDING REQUIRED: Performance and Payment Bonds are Required.

MBE DOCUMENTS: MBE Documents Are Not Required.

TIMELY DELIVERY OF BID

Bids must be received in the Procurement e-mail box, bids@hcps.org, on

DOCUMENTS: or before the bid opening day and time. (PDF format Only)

It is the Bidder(s) responsibility to verify that the Bid has been received at bids@hcps.org, prior to the Bid Opening. 'Read Receipts' are not sufficient. Bidders may contact the Buyer listed within the solicitation,

by email or phone, to confirm receipt of bids.

INCLEMENT WEATHER: If Harford County Public Schools Administrative Offices are closed on the day

a proposal is DUE, that proposal will be due at the same time the next day the

Administrative Offices are open.

Bidders may obtain the Solicitation Documents by downloading the information at our website: www.hcps.org/departments/BusinessServices/purchasing.aspx. Bidders shall continue to check the HCPS website for possible addenda to the bid(s) prior to the bid opening date.

The Contract Award Report, will be posted on the HCPS webpage at https://www.hcps.org/departments/BusinessServices/procurement.aspx (Solicitation Results) after evaluation and approval by the Board of Education of Harford County, if required.

LATE BIDS WILL BE REJECTED AND RETURNED UNOPENED

Harford County Public Schools Nondiscrimination Statement

The Board of Education of Harford County is committed to providing an inclusive and welcoming environment for all students, employees, and members of the school community. In accordance with Title IX of the Education Amendments of 1972, Title VI of the Civil Rights Act of 1964, and Title VII of the Civil Rights Act of 1964, the Board of Education of Harford County prohibits discrimination based on sex, race, color, national origin, religion, or any other protected characteristic in any program or activity it operates.

Inquiries or concerns about your rights related to Title IX can be directed to our Title IX Coordinator, Dr. Eric Davis, at 102 South Hickory Ave, Bel Air, MD 21014, 410-588-5202, or TitleIX@hcps.org. Inquiries related to your rights under Title VI or Title VII can be directed to our Coordinator of Investigations, Dr. Renee McGlothlin, at 410-809-6087 or Renee.McGlothlin@hcps.org. Harford County Public Schools' non-discrimination policy can be accessed here: NON-DISCRIMINATION POLICY: (hcps.org) and found on the HCPS website under Board of Education Policies and Procedures. Harford County Public Schools' non-discrimination statement can be accessed here: NON-DISCRIMINATION STATEMENT: (hcps.org) and found on HCPS' homepage.

PERFORMANCE BOND

Principal	Business Address of Principal		
Surety	Obligee		
•	Board of Education of Harford County		
A corporation of the State of	·		
And authorized to do business in the State of	Maryland		
Penal Sum of Bond (express in words	Date of Contract		
And figures)	, 20		
Description of Contract	Date of Bond Executed		
Contract Number:			

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we, the co-sureties, bind ourselves, our successors, and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the Board of Education for Harford County, Maryland ("Board"), which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as "the Contract."

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, during the original term of said Contract, during any extensions thereto that may be granted by the Board, and during the guarantee and warranty period, if any, required under the contract, unless otherwise stated therein, this, Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and

2. Principal and Surety shall comply with the terms and conditions in this Performance Bond.

Whenever Principal shall be declared by the Board to be in default under the Contract, the Surety may, within 15 days after notice of default from the Board, notify the Board of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In event the Surety does not elect to exercise either of the above stated options, then the Board thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with Maryland's Little Miller Act (Md. State Fin. & Proc. Code Ann. Sec. 17-101 et seq.), and the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or Joint venture have signed below, each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as witness. All of the above has been done as of the Date of Bond shown above.

In Presence of: Witness	Individual Principal		
	as to		(SEAL)
In Presence of:		Co-Partnership Principal	
			(SEAL)
		(Name of Co-Partnership)	

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	as to	By: _		(SEAL)
	as to	By: _		(SEAL)
	as to	By: _		(SEAL)
		Corp	orate Principal	
Attest:		(Nan	ne of Corporation)	AFFIX
	as to	By:_	President	
Corporate Secretary			Tresident	SEAL
			(Surety)	
Attest: CORPORATE	(SEAL)	By:	AFFIX
				SEAL
		Title		
Signature				
Bonding Agent's Name:			(Business Address of Surety)	
Agent's Address:				
	End	of Pe	erformance Bond	

PAYMENT BOND

Principal	Business Address of Principal
Surety	Obligee
·	Board of Education of Harford County
A corporation of the State of	<u> </u>
And authorized to do business in the State of	Maryland
	·
Penal Sum of Bond (express in words	Date of Contract
And figures)	, 20
Description of Contract	Date of Bond Executed
Contract Number:	

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal named above and Surety named above, being authorized to do business in Maryland, and having business addresses as shown above, are held and firmly bound unto the Obligee named above, for the use and benefit of claimants as hereinafter defined, in the Penal Sum of this Payment Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these co-sureties, bind ourselves, our successors, and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the Board of Education for Harford County, Maryland ("Board"), which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as "the Contract."

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials furnished, supplied and reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined to be any and all of those persons supplying labor and materials

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Paving and ADA Improvements at Various Locations

(including lessors of the equipment to the extent of the fair market value thereof) to the Principal or its subcontractors and subcontractors in the prosecution of the work provided for in the Contract, entitled to the protection provided under Maryland's Little Miller Act (presently contained in MD. State Fin. & Proc. Code Ann. Sec. 17-101 et seq.), as from time to time amended.

2. The above named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been paid in full may, pursuant to and when in compliance with the provisions of the aforesaid Little Miller Act, sue on this Bond for the use of such claimant, prosecute, the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Payment Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work or to the Specifications.

This Payment Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Payment Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or Joint venture have signed below, each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as witness. All of the above has been done as of the Date of Bond shown above.

In Presence of: Witness		Individual Principal	
	as to	o	(SEAL)
In Presence of:		Co-Partnership Principal	
			(SEAL)

	((Nam	e of Co-Partnership)	
	as to	By: _		(SEAL)
	as to	By: _		(SEAL)
	as to	By: _		(SEAL)
	.,	Corpo	orate Principal	
	-	(Nam	e of Corporation)	
Attest:	(SEAL))	By:	AFFIX
CORPORATE				SEAL
		Title:		
Signature Bonding Agent's Name:				
			(Business Address of Su	irety)
Agent's Address:				

End of Payment Bond



