



PROJECT NAME Addition and Renovation to Armistead Gardens Pre-K to 8 School #243		
PROJECT ADDRESS 5001 E Eager Street Baltimore, MD 21205		
DC Project No.	389-22-00	
Owner Project No.	PSC No 30.186.20/23 LPC	
OWNER / DEVELOPER Baltimore City Public Schools		
PROJECT SUBMISSION		
BIDDING DOCUMENTS 06/28/2023		
REVISION	ISSUED FOR	DATE



ADDITION & RENOVATION TO ARMISTEAD GARDENS PK-8 #243

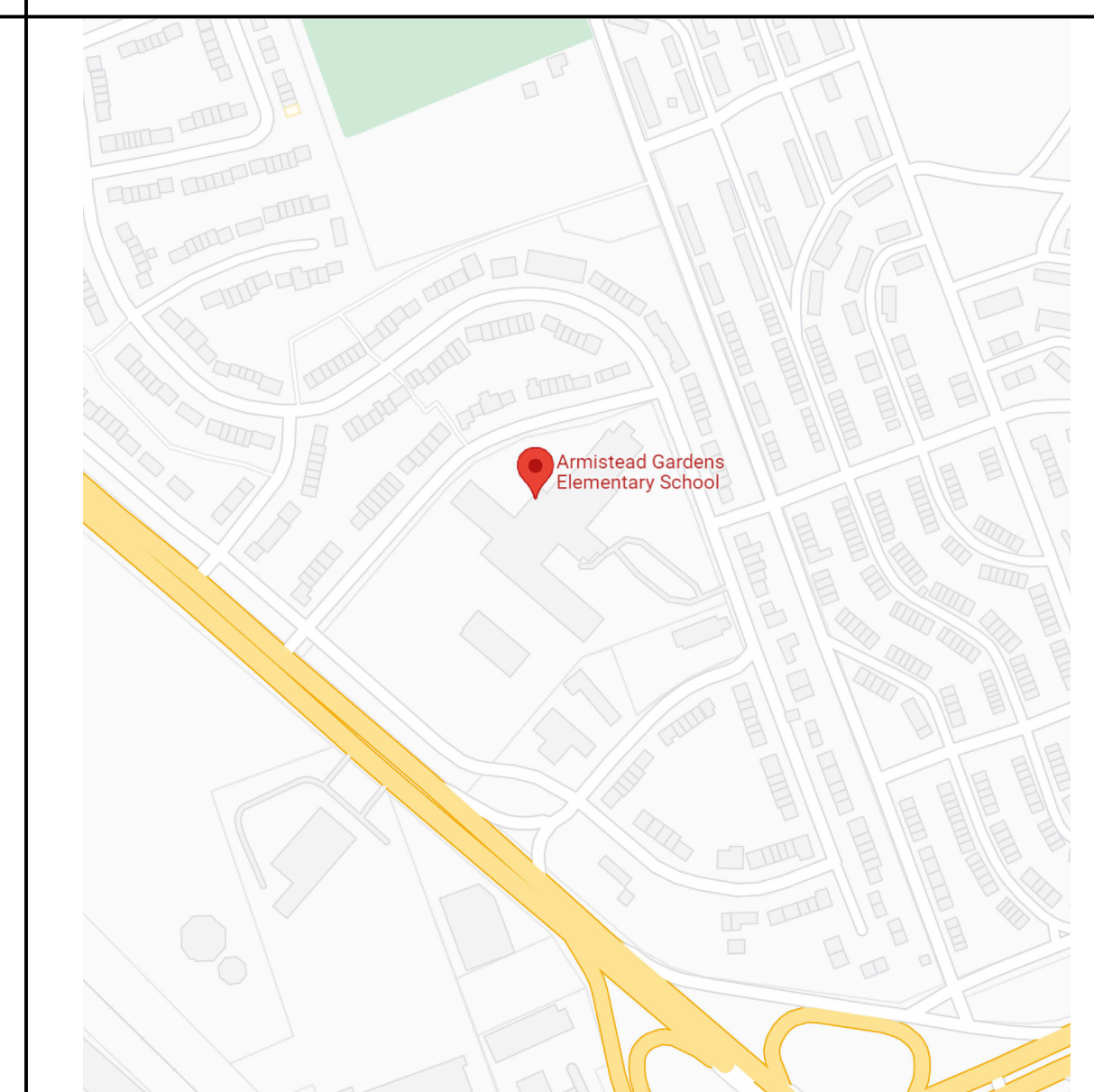
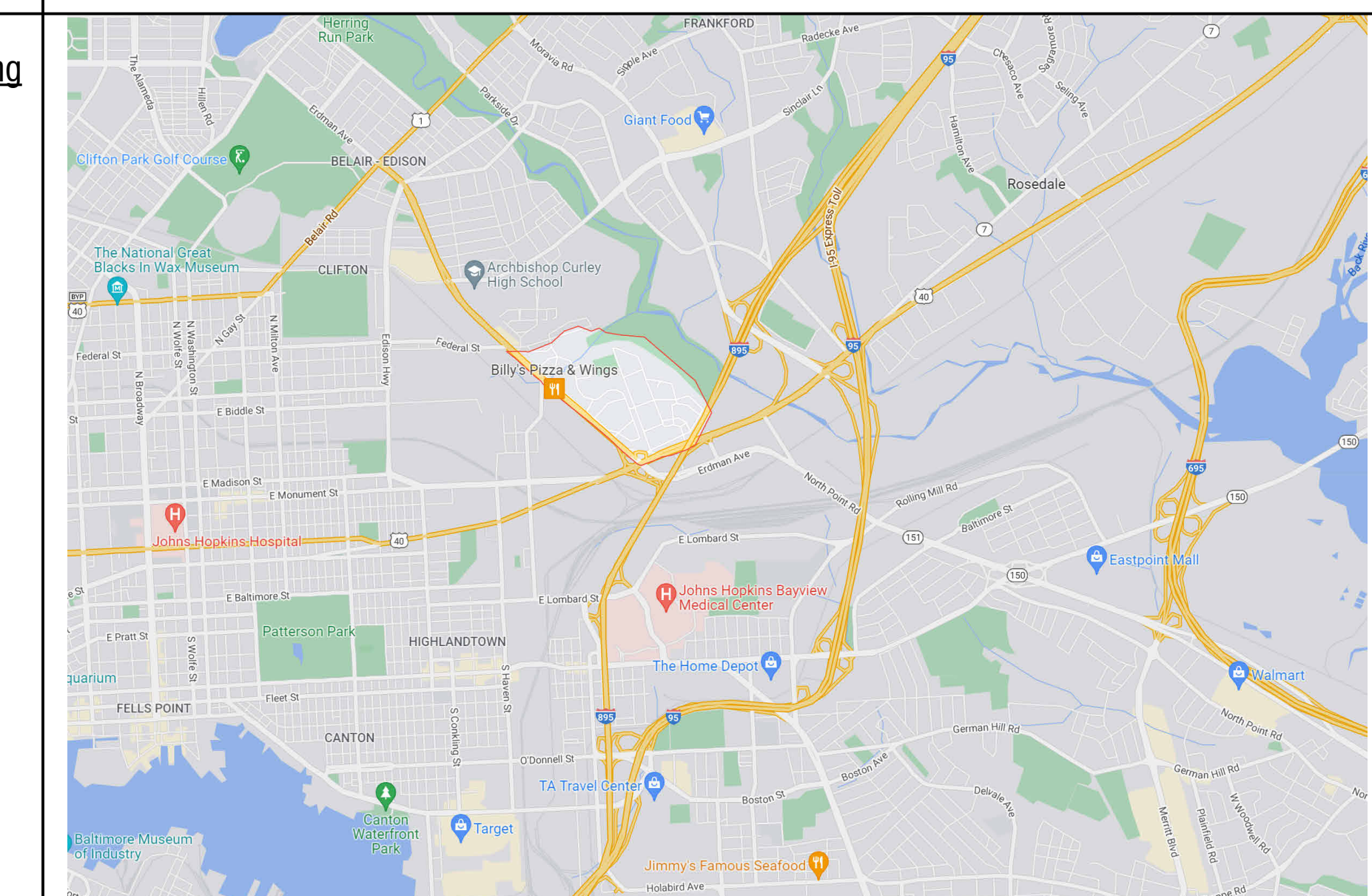
5001 E Eager Street Baltimore, MD 21205 BIDDING DOCUMENTS 06/28/2023 VOLUME 1 CIVIL AND LANDSCAPE

CD100

PSC# 30.186.20/23 LPC

PROJECT DIRECTORY VICINITY MAP LOCATION MAP

<u>Associate Architects</u> TCA Architects 1369 Generals Highway Crownsville, MD 21032 410.266.7722 Robyn Toth, Principal	<u>Mechanical Engineering</u> CTMA 16701 Melford Boulevard, Suite 400 Bowie, MD 20715 240.818.8514 Lee Harrison, PE	<u>Electrical and Plumbing</u> Johnson Consulting Engineers 130 W. 25th Street Baltimore, MD 20718 240.235.0057 Walter Johnson, PE, Principal	<u>IT / AV Design</u> CTMA 16701 Melford Boulevard, Suite 400 Bowie, MD 20715 240.818.8514 Johnathan Stewart, PE	<u>Structural Engineering</u> Cagley & Associates 6141 Executive Blvd Rockville, MD 20852 301.8819050 Frank Malts, PE, Principal
<u>Civil Engineering</u> KIM Engineering 3918 Vevo Rd Suite-K Arbutus, MD 21227 Peggy White, PE	<u>Hazardous Materials</u> Hazardous Materials Building Consultants 5042 Dorson Hall Drive Ellicott City, MD 21042 Joseph Boyd, RCDD	<u>Food Service Design</u> Nykos Garcia 7148 Starmant Way New Market, Maryland 21774 240.683.9530 Jay Garcia, FCSI	<u>Cost Estimating</u> Forella Group 34 Altherton Road Lutherville, Maryland 21093 703.560.2200 Peter Forella, AACEI	



CONTRACTOR

KEY PLAN

SCALE

AFFIRMATION
"I certify that these documents were prepared or approved by me, and that I am a duly licensed architect under the laws of the State of Maryland. License No. 9684, expiration date 09/24/23"
By: Fred S. Marino, AIA

SHEET TITLE
COVER SHEET

SCALE

SHEET NUMBER
CS-1

**BALTIMORE CITY PUBLIC SCHOOLS
MATERIALS MANAGEMENT DEPARTMENT**

Contract No. IFB-24010

**INVITATION FOR BIDS
Renovation/Addition at
Armistead Gardens Pre-K to 8 School #243
5001 E. Eager Street
Baltimore, MD 21205**

Bid Due Date:

Thursday, August 17, 2023 by 11:00 A.M. Local Time

NOTE:

The attached forms in the response package shall be executed by responding vendors in sufficient detail to demonstrate that the vendor possesses the required qualifications, capacity, ability, and resources necessary to meet the requirements of this solicitation to the satisfaction of Baltimore City Public Schools (City Schools) and for the proper determination of the low responsible and responsive bidder.

In order to be eligible for consideration, bids must be emailed to the buyer named in this solicitation **by 11:00 am local time, Thursday, July 17, 2023. Bids submitted in any way other than via email will not be accepted.**

Bids for this solicitation are being accepted solely via email. The date and time received by the Buyer at the Buyer's email address shall be the official date and time of bid submission. If multiple emails are needed due to attachment size, the date and time of receipt of the final email shall be the official date and time of bid submission.

Bids will not be accepted by fax, by mail, or by hand delivery.

All Contractors bidding on this solicitation must first be prequalified by the Baltimore City Department of Public Works Contractors Qualification Committee at Room #634, Charles L. Benton Building, 417 E. Fayette Street, Baltimore, Maryland 21202. For additional information please call 410-396-6883.

Note: Only MBE firms certified by the Maryland Department of Transportation (MDOT) can be utilized to meet the MBE requirements for the contract.

For additional information and assistance please contact the M/WBE Liaison at (410) 396-8542 or e-mail to: mdsmith02@bcps.k12.md.us .

BID INFORMATION SHEET

- I. Description of Work:** Renovation/Addition at Armistead Gardens Pre-K to 8 School #243
- II. Location of Work:** Armistead Gardens Pre-K to 8 School #243
5001 E. Eager Street
Baltimore, MD 21205
- III. Documents Available At:** In order to participate interested bidders must visit eMaryland Marketplace Advantage website at <https://emma.maryland.gov/> and/or <http://www.baltimorecityschools.org/Page/25290>
- IV. Pre-Bid Conference:** Mandatory walk through at the project construction site will be on July 27, 2023 at 10:00 a.m. For information contact:
Project Manager: Fred Mason
Office Telephone: 410-396-8671
Cell Telephone: 443-794-9420
Email: fdmason@bcps.k12.md.us
- V. Questions Due:** August 2, 2023 by 4:00 p.m.
- VI. Bid Due Date:** Baltimore City Public Schools
200 East North Avenue, Room #401
Baltimore, MD, 21202
Thursday, August 17, 2023 by 11:00 a.m. local time
- VII. Bid Opening:** Baltimore City Public Schools
Thursday, August 17, 2023 12:00 p.m.
- VIII. Contact Person:** Stuart Feldman, Senior Buyer
Email: safeldman@bcps.k12.md.us

BALTIMORE CITY PUBLIC SCHOOLS
Department of Procurement

INSTRUCTIONS TO BIDDERS

eMaryland Marketplace Advantage

(<https://emma.maryland.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage>) is the website where Baltimore City Public Schools publishes solicitations over \$25,000 along with any addenda, associated materials, bidder/offeror questions, City Schools responses, and other solicitation related information.

Prospective bidders may purchase complete sets of contract documents at Gardens Reprographics, 419 St Paul Place, Baltimore, MD 21202, attention John Goodwin, 410-539-2763 or by downloading data from eMaryland Marketplace Advantage website at: <https://emma.maryland.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage> .

Correspondence between Contractors and City Schools related to this solicitation shall be directed to:

Mr. Stuart Feldman, Senior Buyer
Department of Procurement
200 E. North Avenue, Suite #401
Baltimore, MD 21202
Telephone: 443-984-3389
Fax: (410) 545-6977
Email: safeldman@bcps.k12.md.us

In order to be eligible for consideration, bids must be emailed to the buyer named in this solicitation **by 11:00 am local time, Thursday, August 17, 2023**. Bids submitted in any way other than via email will not be accepted.

Bids for this solicitation are being accepted solely via email. The date and time received by the Buyer at the Buyer's email address shall be the official date and time of bid submission. If multiple emails are needed due to attachment size, the date and time of receipt of the final email shall be the official date and time of bid submission.

Bids will not be accepted by fax, by mail, or by hand delivery.

Note: Only MBE firms certified by the Maryland Department of Transportation (MDOT) can be utilized to meet the MBE requirements for the contract. For additional information and assistance please contact the M/WBE Liaison at (443) 642-3900 or e-mail to: mdsmith02@bcps.k12.md.us .

These Terms and Conditions shall apply unless otherwise stated in the Special Terms and Conditions attached to the individual solicitation.

1. INVITATION TO BID:

- A. Baltimore City Public Schools invites all interested and qualified Contractors to submit sealed bids for the procurement of goods and services in accordance with the directions specified in these Instructions to Bidders.
- B. DEFINITIONS: For the purpose and clarity of this document only, "City Schools" will mean Baltimore City Public Schools and/or the Baltimore City Board of School Commissioners. "Board" shall mean the Baltimore City Board of School Commissioners, and "Bidder" shall mean any reliable and interested party, Contractor, and/or manufacturer that submits a bid for this solicitation. "Awardee" is defined as the recipient of the contract awarded from this solicitation.

2. LIMITATIONS:

This Invitation for Bid (IFB) does not commit City Schools to award a contract or pay for costs incurred in the preparation of a response to this solicitation or procure or contract for services in connection herewith. City Schools reserves the right to accept or reject any or all responses received as a result of this request, or to cancel this solicitation in part or in its entirety.

3. PRE-BID SITE WALKTHROUGH:

There will be a mandatory pre-bid meeting/site walkthrough on **Thursday, July 27, 2023 at 10:00 a.m.**

- A. Contractors will be given a walkthrough time based on the order on the sign-in sheet.
- B. Each walkthrough will last approximately 45 minutes.
- C. Only **two** representatives from each company will be permitted to walk the building.
- D. All company representatives participating in the walkthrough must wear a facemask and adhere to social distancing guidelines. **Contractors not wearing a facemask will be prohibited from participating in the pre-bid walkthrough.**

4. SUBMISSION INSTRUCTIONS:

Bidders shall submit responses in the order and form listed below to expedite accurate evaluation by City Schools. Proposals that do not conform to these instructions may be rejected.

Bids/proposals shall be electronically submitted via email to the buyer listed on the solicitation.

Bids for this solicitation are being accepted **solely via email**. The bid due date is **August 17, 2023, by 11:00 am/pm local time**. The date and time received by the Buyer at the Buyer's email address shall be the official date and time of bid submission. If multiple emails are needed due to

attachment size, the date and time of receipt of the final email shall be the official date and time of bid submission.

Bids will not be accepted by fax, by mail, or by hand delivery.

Bidders/Offerors who may have submitted a hard copy bid/proposal prior to this addendum must submit a timely bid/proposal via email.

Be advised:

- Bid results will not be given by phone.
- A bid tabulation will be sent via email to all vendors submitting bids. Bids will not be publicly opened.
- Bidders/Offerors who wish to receive confirmation of bid/proposal receipt must request it either via read receipt or in their email at the time of submission. If no request is made, no receipt will be sent.

BID SUBMISSION REQUIREMENTS

1.0 ELECTRONIC BID/PROPOSAL SUBMISSION – TWO - PART SUBMISSION

- A. Bids/proposals shall be submitted electronically via the email to the Buyer indicated in the solicitation documents. Bid/proposal responses shall be submitted in PDF format.
Bids/Proposals will not be accepted by fax, by mail or by hand delivery.
- B. Bidders/Offerors shall submit the following in **separate** email attachments:
 1. Volume I (Attachment 1) – Bid Submission/Technical Proposal
 2. Volume II (Attachment 2) – Minority Business Enterprise and Women’s Business Enterprise (MBE/WBE) Commitment Utilization
- C. The body of each e-mail shall, in addition, include the following:
 1. The Bidder’s/Offeror’s name and business address.
 2. The due date/time for receipt of proposals.
 3. The Title of the BID/RFP and BID/RFP number.
- D. The solicitation number should be included in the subject line of each email.

Bidders response shall be submitted in PDF format.

Bids Shall Include:

- Bid Proposal Form
- Non-Collusion Affidavit
- Anti-Bribery Affidavit
- Debarment Affidavit

- Prequalification Certification Affidavit
- Bid Bond
- Certification of Work Capacity and a copy of the Certificate of Pre-Qualification by the Baltimore City Contractor Pre-Qualification Committee
- Copy of the State of Maryland Contractor's License
- Copy of the State of Maryland Certificate of Good Standing or other filing verifying the bidder is in good standing with the Department of Assessments and Taxation of Maryland
- Copies of your firm's Lead-Based Paint Certification, Renovator Certification and worker training records
- W-9 Form
- Insurance Certificate
- Baltimore City's YouthWorks Program forms

5. CONTRACT DOCUMENTS:

All respondents to this solicitation agree to comply with the AIA Standard Form of Agreement and General Conditions as modified by City Schools, as well as all terms and conditions contained herein, addenda, clarifications, specifications, drawings, other documentation, and requirements of this solicitation. These documents shall form the agreement between City Schools and the successful respondent.

All work performed under this contract and resulting from this solicitation, shall be in accordance with the documents listed herein, any addenda, and other components of the contract documents. The contract resulting from this solicitation is the AIA Agreement that addresses the full spectrum of construction projects. After receipt of a Notice of Intent to Award letter from City Schools, the apparent responsive and responsible low bidder **must** return the following within ten (10) business days:

- A. Two (2) original Standard Forms of Agreement between City Schools and the Contractor fully executed, signed, and witnessed.
- B. Payment and Performance Bonds in the total amount of award stated in the letter (Payment & Performance Bonds shall be provided as Contractor's overhead expenses without any additional cost to Baltimore City Public Schools). The cost to purchase Payment and Performance Bonds **will not** be reimbursed by City Schools.

If fully executed contract agreements and bonds are not received within 10 days or changes are made to the agreements your bid response will be evaluated as non-responsive, rejected, and City Schools may go against your bid check.

To avoid delays, any respondent who is not prepared to execute the AIA Agreement as reflected in the attached solicitation or not qualified to obtain performance and payment bonds, should not submit a bid response to this solicitation.

By submitting a bid, the respondent acknowledges that if awarded this contract they will accept all provisions contained within this solicitation without exception.

SPECIAL TERMS & CONDITIONS

1. SUMMARY OF WORK AND SPECIAL PROJECT FEATURES:

IFB-24010 Renovation/Addition at Armistead Gardens Pre-K to 8 School #243 for Baltimore City Public Schools. A full *project description is shown in the Specifications and Drawings.*

2. TERM OF CONTRACT:

- A. All work under this contract shall be completed within **thirty-six (36) months or 1080 days** from the issuance of the Notice to Proceed letter. If however, as a result of any act or omission by Baltimore City Public Schools and not by any fault of the respondent, or in the event that City Schools agrees that as a result of force majeure (strikes, acts of God, etc.) certain days are not chargeable as contract work days, the allotted time for work completion shall be increased by the number of days that City Schools determines work progress had been delayed or suspended. No compensation will be awarded for contract duration extensions. All prospective bidders may question the amount of completion time allowed and secure adjustments if circumstances warrant, before bids are submitted.
- B. Termination for Convenience: The Baltimore City Board of School Commissioners reserves the right to terminate this contract for convenience upon thirty (30) days written notice to the Contractor. Baltimore City Public Schools may terminate this contract in whole or in part, whenever it determines that such termination is in its best interest, without showing cause, upon giving written notice to the Contractor. City Schools shall pay all reasonable costs incurred by the Contractor up to the day of termination and in no event shall the amount exceed the bid price.

3. DEFINITIONS:

By definition, the Project Manager is a City Schools employee, designated in writing by name to the Contractor. When the term "Project Manager" is used, it parenthetically includes their duly authorized representatives. A duly authorized representative is one or more persons, designated in writing by the Project Manager to the Contractor, to act on their behalf.

The Contractor shall report to and coordinate all project related matters with the City Schools Project Manager:

Fred Mason
Email: fdmason@bcps.k12.md.us
Phone: 410-396-8671
Cell: 443-794-9420

4. CONTRACTOR'S RESPONSIBILITIES:

- A. The Contractor shall provide labor, materials, equipment, tools, construction machinery, transportation, and all services necessary for the proper execution and completion of this project as described in the contract documents and shall complete the project within the stipulated contract period.

- B.** The contract resulting from this solicitation shall include projects designed by City Schools. The Contractor must demonstrate the capacity to perform the work indicated in the contract documents.
- C.** Work under this contract should interfere with the operation of City Schools as little as possible. Buildings will remain occupied during construction; therefore, all work must be coordinated with school authorities to eliminate any interruption to activities, including building heating and ventilation. Work during normal school activities shall be performed during non-school hours, including evenings and weekends. **Noise, dust, and safety barriers in the form of temporary walls will be required to complete this work and should be included in the scope of Contractor's work.**
- D.** City Schools does not anticipate the addition of any alternative work items which may be listed in the contract specifications and/or drawings. Any additional and/or alternative work required during the life of the project will be performed at the sole discretion of City Schools via change order. If requested by the City Schools Project Manager, the Contractor shall submit a cost proposal for the additional/alternative work which will need written approval prior to the issuance of a change order.
- E.** All work under this solicitation shall be performed during the following working hours:
- Summer (Last day of school in June to August 15); Normal Working Hours: 7:30 am to 4:00 pm, Monday through Friday
 - School Year (August 15 to the last day of school); 4:00 pm to 12:00 am, Monday through Friday. A portion of these hours may require the Contractor to reimburse City Schools for custodial coverage.
 - No work that is audible and/or visible to community members within 300 feet of the school will be permitted between the hours of 7:00 pm and 7:00 am (including weekends) per City Code.
 - Subject to the prior approval of the City Schools Project Manager, the Contractor may elect to perform work during other hours, weekends, or legal holidays, however, City Schools will not be responsible for any additional cost in excess of the bid price(s).
- F.** The Contractor shall be required to post State of Maryland construction signs per the sample included in the solicitation at no additional cost to City Schools.
- G.** The successful Contractor shall use the MD State Prevailing Wage requirements.
- H.** Removal and relocation of City Schools furniture, equipment, and other materials from a project site shall be completed by the Contractor and coordinated with the City Schools Project Manager. Upon completion of work, the Contractor will also be responsible for returning any furniture, equipment, or other materials back to the renovated area(s) or other areas within the facility as directed by the City Schools Project Manager.
- I.** All salvaged items shall be stored onsite in a location designated by the City Schools Project Manager, or their designated representative. The intent is to identify the best

components of existing materials for reuse, and non-suitable material will be disposed of upon review the City Schools Project Manager.

- J.** If roof penetrations are required, they shall be coordinated with the City Schools' Project Manager. The Contractor shall not do any roof penetrations without prior written permission of the City Schools Project Manager.
- K.** The Contractor shall obtain approval from the City Schools Information Technology (IT) Department to proceed with any work for all methods, materials, and supplies in school buildings related to information technology systems and telecommunications equipment installations, modification and replacement. The Contractor shall first contact the City Schools Project Manager who will provide contact information for the appropriate person(s) in IT. Work shall be governed by the 2010 City Schools Technology Infrastructure Standards. Copies of all documentation and correspondence regarding IT work shall be provided to the Project Manager for approval prior to beginning work. The Contractor shall be responsible for a complete and fully functional system, including all necessary switches, patch panels, or other components, whether included in the specification or not, at no additional cost to BCPS.
- L.** All IT drops/power locations shall be recessed inside gypsum board walls where no computer workstation or lookup station casework will cover surface mounted raceways (vertical raceways are not to be installed at existing or new gypsum wall areas in any main media center and shall also be recessed at gypsum board walls). Projector IT wiring/power shall be recessed at ceiling locations. Surface mounted raceways are acceptable at CMU walls or locations were concealed underneath permanent workstation casework only. A reasonable shifting in location of outlets and/or surface raceways shall be provided by the Contractor to meet field conditions, at no additional cost to City Schools. The Contractor will reuse and relocate existing patch panels, switches, existing CAT5 cables, etc. to accommodate new work, as required.
- M.** Contractors shall include the cost for any remediation and abatement oversight, monitoring, onsite PCM analysis, PCM or Transmission Electron Microscopy (TEM) lab test and analysis, final air sampling, and laboratory analysis of any asbestos and/or lead, if required, in their base bid, per the asbestos and lead reports provided in the solicitation, including all addenda. The abatement contractor is not permitted to directly hire the Industrial Hygienist. Unless stated otherwise, all projects are assumed to require some level of abatement or remediation.

5. LEAD BASED PAINT ACTIVITIES AND RENOVATIONS:

On April 22, 2010, the United States Environmental Protection Agency's (EPA) "Renovate Right" legislation (40 CFR 745, Subpart E) went into effect. The purpose of this legislation is to protect building occupants, particularly children under the age of six, against lead exposure risk that occurs during common renovation activities that disturb lead-based paint.

This rule affects renovation and remodeling contractors, maintenance workers, painters, and other specialty trades performing work in areas considered to be “child-occupied facilities” under the statute.

Child occupied facility means a building, or portion of a building, constructed prior to 1978, visited regularly by the same child, under 6 years of age, on at least two different days within any week (Sunday through Saturday period), provided that each day’s visit lasts at least 3 hours, the combined weekly visits last at least 6 hours, and the combined annual visits last at least 60 hours. Child-occupied facilities may include, but are not limited to, day care centers, preschools, and kindergarten classrooms. Child-occupied facility encompass only those common areas that are routinely used by children under age 6, such as restrooms and cafeterias. Common areas that children under age 6 only pass through, such as hallways, stairways, and garages are not included. Additionally, with exteriors of public or commercial buildings that contain child-occupied facilities, the child-occupied facility would include the exterior sides of the building that are immediately adjacent to the child-occupied facility or the common areas routinely used by children under age 6.

Rule requirements include, but are not limited to the following:

- Renovation firms must apply to, and be certified by the EPA to perform renovations.
- A certified renovator (a person who has successfully completed training through an EPA accredited course) must be assigned to each renovation and must carry out other duties.
- Workers performing renovations must either be certified renovators or have been trained in the use of lead-safe work practices by a certified renovator.

City Schools contractors should be advised that if your firm has not met the statutory requirements of the EPA’s “Renovate Right” rule for compliance with this legislation, your bid will be evaluated and rejected as nonresponsive.

To verify compliance with the “Renovate Right” rule, respondents shall include copies of your firm’s certification, renovator certification, and worker training records with your bid response. Additional information related to the “Renovate Right” legislation can be found at www.epa.gov/getleadsafe. For questions and/or concerns related to this requirement please contact:

Manager, Environmental Compliance
Department of Health & Safety, Room 407A
Baltimore City Public Schools
200 E. North Avenue
Baltimore, MD 21202
Office 443-984-3617
Fax 410-659-6937

6. ORDER OF PRECEDENCE:

Any conflicts shall be governed by the following order of precedence:

- A. Special Terms & Conditions
- B. AIA Contract Agreement
- C. Addendum(s)
- D. Drawings
- E. Specifications
- F. City Schools' Bidding Requirements and Conditions
- G. AIA General Conditions
- H. Other Documents Included in Solicitation
- I. Attachments

7. AUTHORITY OF BUILDING SUPERINTENDENT:

- A. The Building Superintendent/School Principal is responsible for the public health, safety, and welfare of building occupants and exercises sole authority over City Schools staff and students, and may control the conduct of the Contractor's employees by request to the City Schools Project Manager.
- B. The Building Superintendent/School Principal has the authority to modify or stop work of the Contractor's employees that may interfere with school programs and/or building operations. Such orders will be relayed through the City Schools Project Manager except in the case of an emergency.

8. BACKGROUND:

Baltimore City Public Schools serves the needs of public education in Baltimore City, covering approximately 77 square miles, with a residential population of more than 646,000. It is the fourth largest public school system in the State of Maryland.

City Schools operates 190 facilities over a ten-mile radius which includes elementary, middle, and high schools, special education centers, alternative schools, and administrative offices. Central Administration for City Schools is located at 200 East North Avenue, Baltimore, Maryland 21202.

The Buildings are owned by Baltimore City Government and operated by Baltimore City Public Schools.

Baltimore City Government has the right to approve and inspect the improvements to be made to the Buildings.

9. CONTRACTOR'S QUALIFICATIONS:

- A.** The Contractor shall submit detailed information to demonstrate that they possess the qualifications, ability, capacity, facilities, and resources to accomplish the work described in this solicitation.
- B.** Information shall be considered confidential other than any steps needed to verify its accuracy. However, City Schools will not assume any responsibility for accidental disclosure of information submitted by the Bidder. The ability of the Contractor to perform the required work will be decided by the Baltimore City Schools Chief Operating Officer and the Director of the Department of Procurement subject to the approval of the Board of School Commissioners. The Board of School Commissioners' decision shall be final.
- C.** The successful bidder shall be a General Contractor licensed in the State of Maryland in good standing with the Maryland Department of Assessments and Taxation. Bidders shall submit a State of Maryland Certificate of Good Standing or other filing verifying the bidder is in good standing with the Maryland Department of Assessments and Taxation. Certificates of Status may be obtained online at <http://www.dat.state.md.us>. Additionally, Contractors are required to possess all necessary licenses, insurances, and bonding for the work specified in this solicitation. The Contractor's ability to perform the required work will be decided by City Schools.
- D.** Proposals will only be considered from respondents that have been actively engaged in work of similar size and type for a continuous period not less than the preceding five (5) years, under the same management in effect at the time of bid submission.
- E.** The Contractor's Qualifications Verification Response shall be included as a part of the solicitation response. Failure to include the Contractor's Qualifications Verification Response could cause your bid to be evaluated as non-responsive.
- F.** The successful Bidder is required to have all of the necessary pre-qualifications by the Baltimore City Contractors Prequalification Committee for the required scope of work and dollar capacity of this project.
- G.** The awarded Bidder must self-perform the majority (>51%) of the work for the following trades: HVAC, fire alarms, sprinkler systems, elevators, roof replacement, and window and door projects as shown on the contract drawings with their own employees. This percentage of work may not be subcontracted. If City Schools determines this percentage will not be met at any point during the course of this project, it could be grounds for immediate contract termination.

10. KNOWLEDGE OF TERMS AND CONDITIONS:

Bidders, or their authorized representatives, are expected to familiarize themselves with work site conditions, requirements, drawings, and specifications before submitting bids. Failure to do so will be at the Bidder's own risk. Bidders cannot secure relief on the plea of error. Neither law nor regulations make allowances for errors of omission or commission on the part of Bidders.

11. PARTNERSHIPS:

Bids by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership.

12. CORPORATIONS:

Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing on behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of authorization to do so.

13. CERTIFICATES AND AFFIDAVITS:

Respondents are required to complete all of the certificates and/or affidavits included in this solicitation. These documents are required by local, state, or federal funding agencies of City Schools as part of the bidding process. These documents may include: Anti-Bribery Affidavit, Debarment Certificate, Minority Business Enterprise affidavit, Small Business Enterprise affidavit, and when applicable, and Asbestos Free Certification.

14. ADDENDA:

A. INQUIRIES:

- i. No oral interpretation of the meaning of any contract documents will be made. To be given consideration, inquiries must be received in writing at least seven (7) days prior to the date of the bid opening.

B. INTERPRETATION OF DOCUMENTS:

- i. During the proposal period, Bidders are to notify City Schools in writing seven (7) days prior to the proposal due date of any issue that could affect the bidding or fulfillment of this contract, including any discrepancies or omissions in the drawings and specifications. If no notification is made, it should be understood that these contract documents are clear as to their intent and shall be interpreted by City Schools as their true intent. The Bidder agrees to abide by the decision of the Director of Procurement on such matters.
- ii. In observation of i. above, Bidders shall comply with the true intent of these specifications and not take advantage of any unintentional error or omission and report all errors and omissions once discovered. Bidders should fully complete every part of this solicitation to the true intent and meaning of the contract documents as decided by Baltimore City Public Schools Management. See "Order of Precedence" in regards to any conflicting information between documents.

C. ISSUANCE:

- i. Any changes to bid documents will be made through via addendum. Failure of any Bidder to receive such addenda or interpretation shall not relieve them from any

obligations under this solicitation as amended by addendum. All addenda issued shall become part of the contract.

D. SYSTEM TOTALITY:

- i. It is the responsibility of the Contractor to confirm the solicitation document's ability to fully meet the intent of the Scope of Work. Questions or issues discovered during the bid process shall be brought to the attention of the City Schools Project Manager.

E. ACCEPTANCE:

- i. By submitting a proposal, responding firms acknowledge that if awarded this contract they will accept all of the provisions listed in this solicitation without exception.

15. BID BOND:

Bid Guarantee Deposit (bid proposals when filed, shall be irrevocable). All bids/proposals (unless otherwise noted) shall be accompanied by one of the following:

- A. Bid check in amount equal to 2% of the total lump sum bid price, or
- B. One-time bid bond equal to the total lump sum of the bid
- C. Annual Bid Bond or Continuous Bid Bond which must be on file at the time of bid receipt
- D. Bid checks in the amount of \$5,000 or less shall be a check of any type drawn upon any solvent clearing house bank of the United States, a registered check or U. S. Postal Money Order
- E. Bid check of more than \$5,000 shall be made by a certified check, bank cashier's check or bank treasurer's check
- F. All bid guarantees (unless otherwise noted) shall be made payable to **Baltimore City Board of School Commissioners**

Payment and/or Performance Bond requirements shall be promptly and properly executed. The requirements of prompt execution will be considered as fulfilled if accomplished within ten (10) working days after award. If the required contract documentation is not executed within the stipulated time, bid checks and/or a bid bond shall be forfeited to City Schools as liquidated damages, as required by Article VI, Section II of the City Charter, for failure to comply with this requirement. Upon execution of the contract agreement, payment, and/or performance bond, City Schools shall refund the amount deposited or release the amount charged against the bond as bid guarantee to the successful Bidder.

Bid guarantees posted by unsuccessful bidders shall be refunded or released by City Schools promptly after an award is made.

16. BID EVALUATION AND AWARD:

- A.** Contracts shall be awarded to the lowest responsive and responsible bidder, upon review and confirmation of required qualifications indicated in the Instructions to Bidders. Consideration will be given to the competency and responsibility of the Bidder, and the ability of the Bidder to perform satisfactorily. City Schools will consider the Bidder's record and performance of any prior contracts with City Schools, federal departments or agencies, or with other public bodies.
- B.** The award will be subject to final review and approval by the Baltimore City Board of School Commissioners.
- C.** Promptly after award by the Board of School Commissioners, the successful Contractor will receive an "Award Notification" letter from City Schools requesting all required paperwork. The awarded Contractor must submit the fully executed contract, performance, and payment guarantee bonds to the buyer within ten (10) working days after receipt of the request from City Schools. If all of the required documents are not fully completed and received within the time specified in the solicitation, award will be made to the next low responsive and responsible bidder and any difference in cost will be charged against the first low bidder's bid bond.

Special Terms and Conditions

1. COMMENCEMENT OF SERVICES:

The City Schools Board of School Commissioners shall have no obligation to pay for services performed before the Board approves the contract and purchase order and notice to proceed have been issued. City Schools shall have no obligation to pay for services in excess of the amount of the award. The Contractor shall not be authorized to proceed with any work until a purchase order is issued by City Schools and received by the Contractor.

2. ANNULMENTS AND RESERVATIONS:

A. RIGHT TO REJECT: The Board reserves the right to reject any or all bids and re-advertise for other bids. The Board reserves the right to approve or disapprove the issuance of a purchase order and/or contract for the work described in this solicitation.

B. WAIVER OF TECHNICAL DEFECTS: The Board reserves the right to waive technical defects, if in its judgment is in the best interest of City Schools.

3. AUTHORITY TO DEBAR OR SUSPEND:

The Director of the City Schools Department of Procurement shall have the authority to debar a person or company for cause from consideration for award of contracts in accordance with the provisions of the City Schools Procurement Policies and Procedures available on the City Schools web site www.bcps.k12.md.us.

4. TERMINATION OF CONTRACT:

A. TERMINATION FOR NON-APPROPRIATION OF FUNDS: City Schools may terminate this contract, in whole or in part, due to insufficient funding or non-appropriation of funds with written notice to the Contractor. City Schools shall pay for all of any purchases up to the date of the termination notice.

B. TERMINATION FOR DEFAULT: If a Contractor has not performed or has unsatisfactorily performed, payment shall be withheld at the discretion of City Schools. Failure of a Contractor to fulfill their obligations shall be considered just cause for termination of the contract, and the Contractor will not be entitled to any costs incurred up to the date of termination. In the event of default by the Contractor, this contract may be terminated. See also Special Conditions for Construction Contracts.

C. TERMINATION FOR CONVENIENCE: City Schools has the right to withdraw from the terms of the contract, without liability or showing cause, by providing ten (10) calendar days written notice to the Contractor. The Contractor shall be compensated for services rendered prior to the date of termination.

5. GOVERNING LAW:

The bid shall be construed in accordance with and interpreted under any applicable laws, rules, regulations and ordinances of the City of Baltimore (local), State of Maryland, and Federal. Any lawsuits arising from this bid shall be filed in the Circuit Court of Baltimore City, Maryland. During the term of the contract resulting from this solicitation, the awarded Contractor(s) shall pay its employees a State of Maryland, Federal (Davis-Bacon Act) prevailing wage, if applicable, and Living Wage in accordance with all applicable City, State or Federal Living Wage legislation and regulations. The awarded amount of the contract resulting from this bid cannot be increased for the Contractor's failure to factor into its proposal any future increases in the Living Wage rates in effect at the time of this bid.

6. CONTRACT TERMS AND CONDITIONS:

City Schools reserves the right to short pay any line item invoice that does not agree with the line item price shown on the purchase order. All invoices are to be submitted using the AIA Form showing the purchase order number, project name and school, and the name and address of the Contractor and shall be mailed or delivered to the named Project Manager, Baltimore City Public Schools, Office of Facilities Design and Construction, Room 407A, 200 E. North Avenue, Baltimore, Maryland 21202 (unless otherwise noted).

A. INCORRECT INVOICES:

Invoices will be returned for correction unless they contain the following information: Item numbers, description of item, quantity, unit prices with extensions, and total. Each invoice shall reflect the City Schools purchase order number, and all the items on the invoice shall be listed in the same sequence as listed on the purchase order.

B. PARTIAL PAYMENTS:

Payment in full will only be made upon final acceptance of items as shown on the purchase order. Partial payments may be paid monthly in an amount proportional of progress to date.

C. LATE SUBMISSION OF INVOICES:

The Contractor's invoices are to be submitted in a timely manner, per the terms of the purchase order, after the services and/or the goods and materials have been provided. If invoices are submitted one calendar year after the Contractor's services have been provided, or the last date when goods and materials were accepted by the Board, City Schools shall have no obligation to pay these invoices.

D. CONFIDENTIALITY:

The Contractor acknowledges and agrees to hold all confidential information in the strictest confidence as a fiduciary and will not make any press release or public announcement, or voluntarily sell, transfer, publish, disclose, display, or otherwise make available to any third

persons such confidential information or any portion thereof without the express written consent of City Schools. The Contractor and its employees, agents, volunteers, and subcontractors shall maintain the confidentiality of all medical, psychological, and student records in compliance with federal and state laws. Additionally, the Contractor shall receive written consent from the parent or guardian of each student for the mutual disclosure of such records by and among the Contractor, City Schools and City Schools' employees, agents, volunteers and contractors.

E. INDEMNIFICATION:

The Contractor shall indemnify, defend, and hold harmless the Mayor and City Council of Baltimore (City) and the Baltimore City Public Schools Board of School Commissioners and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorneys' fees, litigation expenses and court costs, connected therewith, brought against the City, the Board and their respective elected/appointed officials, employees, departments, agencies, agents, and volunteers, arising as a result of any direct or indirect, willful, or negligent act or omission of the Consultant or its employees, agents, or volunteers.

F. INSURANCE:

See AIA Document A201 for this information. The selected Contractor shall indemnify and hold harmless the Owner, City Schools, and Mayor and City Council of Baltimore City, and shall be added on any insurance policies and bonding.

E-COMMERCE:

City Schools has entered into an agreement with K12Buy.com to provide an e-commerce system to City Schools. The awarded Contractor will be required to provide a valid email address for communications with City Schools and K12Buy.com where purchase orders will be processed and sent. This is a free service to Contractors with no transaction fees being charged.

G. NON-ASSIGNABILITY:

This contract shall not be assigned, or services subcontracted in whole or in part without the written consent of City Schools. Any attempt to do so without such written consent shall be null and void and of no effect.

H. INDEPENDENT CONTRACTORS:

The Contractor is furnishing its goods and/or services as an independent contractor, and nothing herein shall create any association, partnership or joint venture between the parties or an employer-employee relationship.

I. GENERAL RECORDS CLAUSE:

The Contractor's contracts, files, accounts, records, and other documents related to this contract shall be open to examination and/or audit by City Schools and/or its designated agents and made available at any time upon reasonable prior notice, during the performance of this contract for a period of five (5) years after final payment or longer as required by law, rule, or regulations.

J. SOLE AGREEMENT:

This contract constitutes the sole agreement between the parties and no amendment, modification or waiver of any of the terms and conditions shall be valid unless in writing and executed by both parties. Any prior verbal agreements or bids shall not be considered a part of this contract.

K. PROTECTION OF PROPERTY:

The Contractor will use reasonable care to avoid damaging existing buildings, equipment, and property at jobsites as well as all materials furnished by City Schools. If damage has been caused, the Contractor must replace or repair it at no charge or expense to City Schools as directed by the Contracting Officer. If the Contractor fails or refuses to make such repair or replacement, the Contractor will be liable for the cost, which may be deducted from future payments.

L. PUBLIC STATEMENTS:

The Contractor shall not use or reference the name or emblem of Baltimore City Public Schools in issuing any press releases or making public statement with respect to this contract (unless it is required by applicable law, regulation, or the requirements of any listing agreement with any stock exchange), without prior written consent of City Schools, whose consent will not be unreasonably withheld. Purchase by City Schools of any articles, material, merchandise, or service does not imply adoption or endorsement of the product or service, and the use by any manufacturer, Contractor, merchant or other person of the name or emblem of City Schools in any advertisement is not authorized. The unauthorized use of the name or emblem of City Schools is prohibited by the United States Criminal Code - Section 706.

M. INSPECTIONS:

City Schools reserves the right to have inspectors on the manufacturer's premises during the manufacturing process of any products being furnished under this contract for as long as may be considered necessary. All expenses of the inspectors shall be paid by City Schools. The presence of the inspectors shall not relieve the awarded Bidder of responsibility for faulty workmanship of materials that may be discovered at any time after delivery and prior to final acceptance in accordance with these specifications. Access to the manufacturing facility shall be provided for the City Schools representative shall be

provided when requested.

N. USE OF BRAND NAMES:

Brand name and model numbers are offered as a reference for Bidders as to the style, size, weight, and other characteristics of the item(s) in the specifications. The use of brand names should not be interpreted to be the exclusive brand desired unless so stated. Acceptability and/or criteria for acceptability of an alternate will be at the sole discretion of City Schools. Additionally, Contractors should use products and materials made in USA whenever possible.

O. PRODUCT OFFERED BY THE BIDDER:

All products offered by the Bidder shall be new and unused, and the latest version. Should a specified product be discontinued and/or upgraded during the course of the contract, the Bidder shall offer a new alternate product that meets and/or exceeds the established specifications, under the same terms, conditions, and prices as the item originally offered. Contractor(s) shall utilize products and materials made in the USA whenever possible. This requirement shall apply to construction projects that are large enough to fall under the requirements of the Buy American Steel Act, Sections 17-301 to 17-306 of the Finance and Procurement Article of the Annotated Code of Maryland. For additional information please visit:

<http://mgaleg.maryland.gov/webmga/frmStatutesText.aspx?article=gsf§ion=17-301&ext=html&session=2020RS> .

P. COMPLIANCE WITH SPECIFICATIONS:

The awarded Bidder shall abide by and comply with the true intent of these specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the contract documents. The successful bidder, after award and before manufacture and/or shipment, may be required to provide detailed descriptive data to enable City Schools to judge the bidder's compliance with the specifications and utilization made in USA products and materials.

Q. PROPOSALS FOR DEVIATIONS TO SPECIFICATIONS:

Any deviation from the specifications must be noted in detail by the Bidder, in writing, seven (7) working days prior to the bid response date. This information will be evaluated by City Schools and shared with the entire list of possible bidders. The absence of a written list of specification deviations attached to the bid response will hold the Bidder strictly accountable to City Schools to the specifications as written. Any deviation from the specifications, without prior documented approval, will be grounds for rejection of the bid.

R. SUBCONTRACTORS:

The awarded Contractor shall give its constant personal attention to the faithful execution of this contract, keep the same under its own control, and not assign work, or any part thereof, without the previous written consent of City Schools. Bidders shall provide the names of all proposed subcontractor(s) they intend employing, the portion of the materials/labor to be furnished by each, their place of business, and any other information as requested in the bid submission instructions. This information may be used in considering the potential performance capabilities of the subcontractor(s).

S. SAFETY REQUIREMENTS:

The awarded Contractor shall insure that any equipment and machinery furnished and delivered to City Schools complies with all safety regulations as required by the Occupational Safety and Health Administration (OSHA) and the Maryland State Safety Health Act known as MOSHA. The Contractor shall sign the safety section, if attached in the bid proposal, certifying the regulations for the type equipment furnished shall meet all regulations applying to this type equipment meeting the CFR-1910 MOSHA Standard. The Contractor shall submit Material Safety Data Sheets (MSDS) for all items awarded to that Contractor provided under the terms of this proposal in accordance with OSHA Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 29 CFR 1926.58 or any other applicable state, federal, or local regulation. Prior to delivery of the items awarded, the Contractor must submit MSDS sheets to: Baltimore City Public Schools Director of Facilities, 200 E. North Avenue, Room 407A, Baltimore, Maryland 21202.

7. GUARANTEE AND WARRANTIES:

- A. GENERAL:** Payment shall be based upon acceptance of goods or services by City Schools. The Contractor expressly warrants that: (a) The merchandise to be furnished and services performed will be free from defects in material and workmanship and will be in full conformity with these specifications, drawings, representation, or sample; that this warranty shall survive acceptance and payment of the merchandise; and that the Contractor will bear the cost of inspection of all goods and services rejected. (b) The Contractor hereby provides a warranty of authorization as to all goods and services. (c) The goods or services furnished must be or have been mined, manufactured, or produced in full compliance with at least the minimum conditions required under the Fair Labor Standards Act of 1938, as amended, and all other applicable local state and federal laws, rules, and regulations to include Department of Transportation (DOT), Food and Drug Administration (FDA) regulations, and the Equal Opportunity Clause contained in Executive Order 11246, as amended. If applicable to the goods or services purchased herein, the Contractor must also be in full compliance with the Workplace Hazardous Materials Information System (WHMIS) legislation and maintain a written Hazard Communication Plan.
- B.** The awarded Contractor, its employees, agents, volunteers, and contractors who may have contact with students must be in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code. All costs shall be borne by the Contractor.

- C. GUARANTEE PERIOD:** The Contractor shall unconditionally guarantee all services, materials, and workmanship of all furniture, goods, and equipment furnished for a period of two (2) years from the date of acceptance, i.e., delivery and installation, unless a longer period of warranty is specified.
- D. FURNITURE AND EQUIPMENT:** If any defects or signs of deterioration are noted within the guarantee period, which in the opinion of City Schools are due to faulty design, installation, workmanship or materials, the Contractor shall repair or adjust the equipment or parts to correct the condition, or it shall replace the part or entire unit to the complete satisfaction of City Schools once notified at their expense. These repairs and/or replacements shall be made at times designated by City Schools.
- E. EQUIPMENT:** The Contractor agrees to provide onsite service of equipment within eight (8) hours of notification by school system personnel. Loaner equipment shall be supplied free of charge during the warranty period if the equipment cannot be repaired within three (3) working days.
- F. OTHER EQUIPMENT:** Certain pieces of equipment, machinery, and refrigeration will require guarantees other than detailed above. Refer to the General Conditions for requirements on specific equipment.
- G. MANUFACTURER'S AGENT:** The Contractor shall act as the manufacturer's agent for all warranty claims.

8. CONTRATOR DISQUALIFICATION – BRIBERY:

A person convicted of bribery, attempted bribery, or conspiracy to bribe shall be disqualified from entering into a contract with any city or other subdivision of the State of Maryland. Every business entity upon submitting a proposal or otherwise applying for a contract shall submit an affidavit stating whether it, its officers, directors, or partners, or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any State or Federal Government. Please see below State of Maryland Public Ethics Law, Title 15.

The Maryland Public Ethics Law prohibits State employees or officials (and in some cases, former employees) and businesses in which such an individual is employed or holds a financial interest from (i) submitting a proposal or proposal, (ii) negotiating a contract, and (iii) entering into a contract with the governmental unit with which the individual is affiliated per the Maryland Code, State Government Article, SS 15-502.

If the Bidder has any questions concerning application of state ethics laws to their participation in this procurement, it is incumbent upon them to seek advice from the State of Maryland Ethics Commission, 9 State Circle, Suite 200, Annapolis, MD 21401, Telephone (410) 974-2068.

The procurement officer may refer any issue raised by a Bidder to the State of Maryland Ethics Commission and may require the Bidder to obtain advice from the State of Maryland Ethics Commission and may reject a proposal that would result in a violation of ethics law.

The resulting contract is cancelable in the event of a violation of the State of Maryland Public Ethics Law by the vendor or any State of Maryland employee in connection with this procurement.

9. CRIMINAL BACKGROUND CHECK:

A. Criminal Background Check:

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 premises 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. It is the responsibility of the Consultant to make certain that its employees, agents, volunteers, and contractors who have contact with students be fingerprinted and have a background check in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code.

B. Employees Having Direct Contact with Students:

All current and future employees of the Consultant who may have direct contact with students must have a criminal background check and fingerprinting conducted by the Human Resources Department of City Schools before beginning work. Previous background checks will not be accepted. The fee for the background check shall be paid by the Consultant via check or money order at the time of fingerprinting. No employee can begin work in a city school until results have been received. Violation of this provision may result in Termination for Cause.

C. Employees Do Not Have Direct Contact With Students:

Employees of a Consultant placed in a city school who will not have direct contact with students must have Criminal Justice Information Service (CJIS) and NCIC background checks on record. Copies of the background checks must be forwarded to the contract monitor before services can commence. Every two years the Consultant shall submit copies of background checks to the contract monitor. Should any employee be flagged during the term of this agreement, the Consultant shall contact the contract monitor within 24 hours of notification. Violation of this provision may result in Termination for Cause.

D. Employment of Sex Offenders:

The Consultant shall be compliant with the Criminal Procedure Article of the Annotated Code of Maryland Section 11-722 at all times, which states that a person who enters a contract with a County Board of Education or a nonpublic school may not knowingly employ an individual to work at a school if the individual is a registered sex offender. If a registered sex offender is employed by the Consultant, the Consultant is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any City Schools property. Violation of this provision may result in Termination for Cause.

10. REQUESTS FOR INFORMATION:

- A.** During the Construction Phase, the Contractor may submit a written Request for Information (RFI) and is responsible for its prompt delivery to the Project Manager via email. The City Schools Project Manager will provide written responses via email. City Schools will not be responsible for any other explanation or interpretation given prior to the award of contract.

- B.** The Contractor shall abide by, and comply with, the true intent of these specifications and not take advantage of any unintentional errors or omissions, but shall, upon discovery, immediately report all errors and omissions to the City Schools Project Manager.

11. PERMITS:

The Contractor shall submit applications, obtain, and pay all fees for all permit(s) required by the authorities having jurisdiction. The Contractor's actual permit cost without any markup shall be included in the fixed base bid price submitted with their bid. Copies of all permits and paid receipts shall be to be furnished to the City Schools Project Manager.

12. WORK ARRANGEMENTS:

Work will be scheduled at the convenience of City Schools. Prior to commencing work, the Contractor must provide a work schedule that will not interfere with the facility's daily operations. All scheduling of work shall be coordinated with, and approved by, the City Schools Project Manager and School Principal.

Baltimore City Public Schools may request the Contractor to work at specific times to perform demolition or abatement work, work requiring utilities outages, avoid days that student testing is scheduled, or as required to meet the construction schedule completion. Should after hours work be scheduled City Schools' staff will be required to open and close the school building. The Contractor shall be responsible to compensate the City Schools Office of Planning, Leasing and Permits for all related expenses for City Schools staff. Regular salary, overtime and/or double may be required for City Schools staff in cases where work will be done on Saturday, Sunday and Holidays per City Schools' requirements.

Contractor shall inform City Schools one (1) week in advance of any utility shut downs in school buildings. Any kind of shut down for inter-connection of piping shall be done on the weekends with prior notice to the City Schools Project Manager. After hours work requests are to be made to the City Schools Project Manager a minimum of 72 hours in advance of the requested date(s) of coverage.

Work should be planned to proceed in an orderly and continuous manner, without undue delay. Submission of samples, shop drawings, schedules, etc. shall be anticipated to avoid delays. City Schools reserves the right to direct the order in which work shall be performed.

13. SITE STORAGE OF MATERIALS:

Permission for the storage of materials and/or tools must be obtained from the City Schools Project Manager in advance and shall be done safely and in such a manner that doesn't interfere with City Schools operations.

It shall be the sole responsibility of the Contractor to protect and safeguard their materials, tools and equipment. City Schools assumes no responsibility for vandalism or theft during the term of the contract. The Contractor shall be responsible for any accidents caused by negligence.

The Contractor shall remove all unused materials, supplies and/or equipment within one (1) day after work is properly completed and accepted by the City Schools Project Manager.

14. PROGRESS MEETINGS AND REPORTS:

Progress meetings shall be held when and if the City Schools Project Manager finds them necessary to expedite completion of work. The Contractor, subcontractors, material suppliers, and other parties concerned with the current and/or future progress of work shall be represented at these meetings by persons familiar with the details of this project and authorized to conclude such matters, including establishment of work schedules, etc. The architect shall record meeting minutes and distribute minutes to the attendees for review and revision, as required.

15. CONTRACTOR'S SUPERVISION:

The Contractor shall have a responsible and experienced English speaking supervisor on site at all times for his employees and subcontractors when work is in progress. The Contractor will be responsible for the safety of his workers, the public, building occupants, and any damage to the premises during the duration of the contract.

16. TAXES:

The State Legislature has abolished the sales tax exemption for Contractors who purchase supplies or equipment for construction, repair, or alteration of City Schools' buildings for contracts advertised for bids after July 1, 1968, (Act of 1968, Ch. 452). The Contractor must pay the regular sales tax on any items purchased for use in the execution of such contract. See Business Tax Tip #6 at <http://business.marylandtaxes.com/news/taxtips/business/bustip06.asp> .

No markups will be permitted on any taxes under this contract.

17. CHANGE ORDERS:

Prior written authorization must be obtained from City Schools before performing any change work. If change work is required during the life of the project, it will be performed at the sole discretion of City Schools. The Contractor shall submit change order requests in compliance with the attached Contract Modification Procedures and related forms.

18. PAYMENTS:

The Contractor shall only be paid for work performed to date, at the time of invoicing. Additional work authorized by Change Order shall be billed separately upon completion, to the approved Change Order value.

Final payment will be made upon receipt and final acceptance of invoice(s) and all supporting documentation as required by City Schools.

19. PROGRESS PHOTOGRAPHS:

For Projects where the Contract Sum is greater than \$5,000, the Contractor shall submit two copies of 8" x 10" color photographs of the site condition before construction begins and two copies of 8" x 10" color photographs after Final Completion.

20. LIQUIDATED DAMAGES:

The Baltimore City Public Schools Director of Procurement reserves the right to charge the Contractor **\$250.00** per calendar day for each day that materials, equipment and/or services are not delivered in accordance with the delivery schedule mutually developed by the Contractor and City Schools. Per day charge shall be invoked at the sole discretion of the Baltimore City Schools Director of Procurement. The sum shall be taken as liquidated damages and not as a penalty.

21. SAFETY EQUIPMENT:

All necessary safety equipment, barricades, signs, flashing lights, or other equipment as required for the type of work in accordance with current OSHA, MOSHA and EPA rules and regulations, including those of the using agency governing the work to be done supplied by the Contractor shall be kept and maintained in good condition.

22. GENERAL LEGAL COMPLIANCE:

It shall be the Contractor's sole responsibility to insure they are in compliance with all applicable federal, state, and city laws, rules, ordinances, statutes, all Board Policies and Regulations etc. that may impact this contract. City Schools shall bear no responsibility for monitoring the Contractor's compliance with these legal requirements. If the Contractor fails to maintain legal compliance, City Schools may find the Contractor in default.

23. PREQUALIFICATION OF CONTRACTORS AND SUBCONTRACTORS.

All respondents to the solicitation must meet the qualifications indicated in the Instructions to Bidders.

All bidders are required to be prequalified with Baltimore City Department of Public Works Contractors Prequalification Committee. Only bids of contractors and subcontractors holding a prequalification certificate at the bid opening day and time will be considered. For additional information please call 410-396-6883. If the contract dollar value when added to the Contractor's uncompleted backlog at the time of award exceeds the Contractor's assigned Work Capacity Rating, their bid will be evaluated as non-responsive. Subcontractors intending to perform work in excess of \$25,000 on this contract must have established qualification for an adequate Work Capacity Rating and the necessary Work Classification(s) before they are permitted to commence work.

24. EMPLOY BALTIMORE:

On June 9, 2011 the mayor signed an Executive Order titled Employ Baltimore, which applies to this solicitation. The contractor's requirements are summarized below. (See Section B for the

applicable forms to be submitted with your bid or proposal.)

- A. Bidders shall complete the Employ Baltimore Certification Statement contained in the Bid Document and submit it with their bids. (See section B.)
- B. Within two (2) weeks of receiving the award of a City contract, the Contractor shall schedule a meeting with MOED to: (a) assess its employment needs, and (b) discuss other services provided by MOED. If applicable, MOED will then tailor specific hiring and/or training programs to benefit the contractor. The contractor will not receive its first progress payment under this contract, unless and until the meeting has been scheduled.
- C. Should the Contractor's workforce plan indicate a need to fill new jobs, the Contractor must agree to post these positions through MOED and its One Stop Career Center Network for a period of seven (7) days prior to publicly advertising the openings. This will enable MOED to identify and refer qualified City residents to the Contractor as candidates for these job opportunities.

Each contractor shall submit an Employ Baltimore Employment Report to MOED on June 30th and December 31st during each year of its contract, and at the end of the contract, indicating the number of City residents on its payroll. The submission of the Employments Reports as required shall be a condition precedent to the City's release of a final payment or any and all retainage held by the City, pursuant to the contract.

25. BALTIMORE CITY'S YOUTHWORKS PROGRAM:

The City of Baltimore has promulgated an Executive Order regarding the Baltimore City YouthWorks program which is designed to assist youth between the ages of 14 and 21. All contractors, consultants, vendors etc. are encouraged to employ skilled and qualified Baltimore City youth between the ages of 14-21 who meet the job-ready status, as defined by the Baltimore City's Youth Works Program. There is no cost to bidders but you are required to complete and submit the forms attached to this solicitation along with your bid response package. Failure to submit the information at the time requested may be cause to have your bid rejected.

26. MINORITY BUSINESS PARTICIPATION:

All Contractors shall provide a current copy of the MBE certificate(s) for each subcontractor with their bid response.

Only MBE firms certified by the Maryland Department of Transportation (MDOT) can be utilized to meet the MBE requirements for the contract.

In accordance with §14-303(b)(5) of the State Finance and Procurement Article ("SFP"), the Board of Public Works promulgated regulations requiring all contracts with Minority Business Enterprise (MBE) participation goals to include a liquidated damages provision (COMAR 21.11.03.10(E)). Code of Maryland Regulations 21.01.03.02 provides that "Each regulation adopted under this title that is in effect on the date of award of any procurement contract... is applicable to the contract." See also SFP § 11-206(a). Therefore, the MBE liquidated damages requirement became effective for all contracts awarded on or after May 13, 2013.

As per State of Maryland Procurement Regulation 21.11.03, all solicitations issued on or after June 9, 2014 MBE Prime contractors can be counted up to (50%) towards the entire MBE Goal, and up to 100% towards any one of the MBE subgoals.

- A. The overall goal for certified minority subcontractor participation in this contract is **26%** as specified in the solicitation and, which shall include sub goals of **8%** for certified African American-owned businesses and **11%** for certified women-owned businesses, if applicable.
- B. For additional information and assistance related to MBE subcontractor participation please contact the M/WBE Manager at 443-642-3900 or e-mail mdsmith02@bcps.k12.md.us , or contact the State of Maryland MDOT Office.
- C. For bids less than \$50,000.00, MBE subcontractor participation is not required.

27. MBE PROGRAM LIQUIDATED DAMAGES:

City Schools and the Awardee acknowledge and agree that the program will be damaged (including, but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources), if the Awardee does not comply with the requirements of the MBE Program and related contract provisions. Because such damages would be difficult, if not impossible, to ascertain with precision, the Awardee agrees that upon determination by City Schools that the Awardee failed to comply with one or more of the specified requirements of the MBE Program or related contract provisions, the Awardee shall pay liquidated damages to City Schools calculated in accordance with the rates set forth below. The Awardee expressly agrees that City Schools may withhold payment on any invoices to offset liquidated damages owed. Awardee further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss City Schools is anticipated to incur as a result of such violation. City Schools may waive the liquidated damages payable under this section if it determines that the Awardee has made a good faith effort to comply with the specified requirements of the MBE Program or related contract provisions, or that reasons exist for waiving the liquidated damages payable hereunder. Nothing in the foregoing sentence shall be construed as granting City Schools the option to waive liquidated damages in order to seek actual damages instead. City Schools reserves the right to terminate this Agreement and, except as expressly set forth above, exercise all other rights and remedies provided in this Agreement or by law. The rates for calculating liquidated damages shall be:

- A. Failure to submit each monthly payment report in full compliance of this Agreement: \$120 per day until the monthly report is submitted as required.
- B. Failure to include a provision requiring submission of payment reports in its agreements with MBE subcontractors in full compliance of this Agreement: \$60 per MBE subcontractor.

- C. Failure to comply with terms of this Agreement 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 set forth in the Awardee MBE Affidavit: 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 actually performed by that MBE firm under this Agreement.
- D. Failure to meet Awardee total MBE participation goal and sub goal 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 a subcontractor in full compliance with the prompt payment provisions of this Agreement: \$100 per day until the undisputed amount due to the subcontractor is paid.

28. PREVAILING WAGE REQUIREMENTS (State of Maryland or Davis-Bacon):

<https://www.dllr.state.md.us/prevwage>

It is mandatory for the successful bidder and their subcontractors to pay the prevailing wage to all workers under their employ as required by the State of Maryland, Department of Labor, Licensing and Regulations, Division of Labor and Industry for projects **in amounts over \$250,000.00** in the execution of this contract.

Reference: Annotated Code of Maryland State Finance and Procurement, Section 17-201 through 17-226 and 17-209. The State has enacted a prevailing wage statute for public works contracts. *State Finance & Proc.* § 17-214 requires that a contractor on such a contract pay to employees the wage rate prevailing in the area as found by the State's Commissioner of Labor and Industry. However, it does not apply to contracts for less than \$500,000 or contracts for which the federal prevailing wage law applies. § 17-202. The statute only applies to contracts made by "public bodies", defined as the State, its units, or any governmental body with respect to "any public work for which 50% or more of the money used for construction is State money." § 17-201 (i). The prevailing wage statute applies to appropriate construction contracts made by local boards of education. 69 Op. Atty. Gen. Md. 220 (1984); *Demory Brothers v. Board of Public Works*, 20 Md. App. 467, *affirmed*, 273 Md. 320 (1974).

The Contractor shall submit two (2) complete copies of their payroll records and the payroll records of each of their subcontractors; one (1) copy to the Contracting Office (City Schools) and one to the Commissioner of Labor & Industry, Prevailing Wage Unit, 1100 N. Eutaw Street, Room 607, Baltimore, MD 21202. These payroll records must be submitted within fourteen (14) calendar days after the end of each payroll period.

For any questions concerning this matter please contact Ms. Katrina Williams, Wage and Hour Investigator, Division of Labor & Industry, Prevailing Wage Unit at 410-767-2365 or 410-767-2395, e-mail: kawilliams@dllr.state.md.us.

29. LIVING WAGE PROGRAM (City of Baltimore):

During the term of the contract resulting from this solicitation the awarded vendor(s) shall pay its employees a living wage (if applicable) in accordance with the Baltimore City Living Wage legislation and regulations. The City's current Living Wage can be obtained by going to <http://www.baltimorecity.gov/government/wage/index.html> or by contacting the Baltimore Wage Commission at 410-396-4835.

BALTIMORE CITY PUBLIC SCHOOLS

Baltimore City Public Schools
Office of Procurement
200 E. North Avenue, Room # 401
Baltimore, MD 21202

July 31, 2023

Addendum #2

Solicitation Number: IFB-24010
Solicitation Title: Renovation and Addition at Armistead Gardens
Pre-K to 8 School #243

The following changes, additions, deletions, and clarifications are hereby made part of the solicitation for the above referenced project and shall be considered in the preparation of the solicitation response and execution of all work. Vendors shall acknowledge receipt of this addendum.

Notice: The following changes and additions should be considered as amendments to the above referenced bid documents.

BID DOCUMENT REVISIONS:

Item # 1: Pre-Bid Sign in Sheet: To post the pre-bid sign in sheet. Sign in sheet is attached to this memo.

All other terms and conditions shall remain unchanged.

Failure to acknowledge and respond to this all addenda on your Bid Proposal Form may result in the bid proposal being considered non-responsive.

Date Issued: July 31, 2023

By: Stuart Feldman

BALTIMORE CITY PUBLIC SCHOOLS
 IFB-24010
 RENOVATION/ADDITION AT
 ARMISTEAD GARDENS PRE-K TO 8 SCHOOL #243
 PRE-BID MEETING
 10:00 A.M., THURSDAY, JULY 27, 2023

PLEASE PRINT LEGIBLY

ATTENDEE	COMPANY NAME	E-MAIL	PHONE NUMBER
FRED MASON	BCPS DIRECTOR	Fdmason@bcps.virg.md.us	443.794.9420
MAURICE GASKINS	BCPS DIRECTOR	magaskins@bcps. " "	443.469.2128
MONICA WHARTON	BCPS P.M.	mwharton@bcps " "	443.794.4808
ROBYN TOTH	TCA ARCHITECTS	rtoth@tca.architects.com	410.266.7722
KEITH FARLESS	THE GENERAL CONTRACTORS	KFARLESS@TOWSONMECHANICAL.COM (410) 468-1210	
BRIAN ROSE	THE GENERAL CONTRACTORS	Brose@TowsonMechanical.com (410) 28-1210	
SCOTT MANNEN	DEAN COLLECTIVE	SMANNEN@DEANCOLLECTIVE.COM 410.685.6655	
JOEL ADAMS	Averre Cladding LLC	jadams@swinnor.com	202-999-9690
ANDREW GARY	TRANS	ANDREW.GARY@TRANS.COM	410-608-5117
Steve Jensen	Aper Construction	Sjensen@aperconstruction.com	443-603-3117
Warren Pumpney	ISSI Demo	wjensen@issidem.com	410 897 2634
Cory McAllister	Chesapeake CrossSystems	Cmcallister@chesapeakecs.com	410-789-5020
DEAN WHITEHEAD	MERC BUILD	dean.whitehead@mercbuild.com 202-746-5542	
David Beall	Malstrom Electric	dbeall@malstromelectric.com 443-469-1902	
Alfred Sitch	Cit.Roof Corp.	al@citiroof.com	410.381.3100

<u>ATTENDEE</u>	<u>COMPANY NAME</u>	<u>E-MAIL</u>	<u>PHONE NUMBER</u>
Timmy Dileuth	Wg Tomko	jdventi@wgtomko.com	443-694-3415
Dominic carson	ARC CONSTRUCTION	dominic@arc-md.com	410-790-6711
John Pricelt	Dustin Construction	jpricelt@dustinconstruction.com	301-810-4320
Jason Park	Jans Contractors Inc	Jason@janscos.com	240-214-3470
Randell Finney	Carter Site Services	randell@carter-site.com	443-677-3466
Keith Donovan	Malstrom Electric	Keith@malstromelectric.com	410-663-1122
Justin Holbrook	Armistead Gardens	jholbrook@bcps.k12.md.us	302-593-4227
Steu Joskut	BCPS D.F.M	Stjoskut@bcps.k12.md.us	443-931-6959

BALTIMORE CITY PUBLIC SCHOOLS
 IFB-24010
 RENOVATION/ADDITION AT
 ARMISTEAD GARDENS PRE-K TO 8 SCHOOL #243
 PRE-BID MEETING
 10:00 A.M., THURSDAY, JULY 27, 2023

PLEASE PRINT LEGIBLY

ATTENDEE	COMPANY NAME	E-MAIL	PHONE NUMBER
Ryan Fox	WHITEHOLE-TURNER	ryan.fox@whitings-turner.com	443-882-8794
Evan Mowbray	Trinity Subsurface	emowbray@trinitysubsurface.com	443-907-9081
John Barber	EAS Carpenters	jbarber@eascarpenters.org	443-95-0462
Bill Balomas	Ironsore Contracting	Bbalomas@ironsore.com	443-552-5732
Brett Wolter	CAM Construction	brett@CAMBUILDS.COM	410-300-8226
Concepcion Morales	EAS Carpenters	cmorales@eascarpenters.org	(410) 279 1581

<u>ATTENDEE</u>	<u>COMPANY NAME</u>	<u>E-MAIL</u>	<u>PHONE NUMBER</u>
Dennis Cusk	Cole Roofing	dennis@coleroofing.com	443-744-0315

BALTIMORE CITY PUBLIC SCHOOLS

Baltimore City Public Schools
Office of Procurement
200 E. North Avenue, Room # 401
Baltimore, MD 21202

August 23, 2023

Addendum #3

Solicitation Number: IFB-24010
Solicitation Title: Renovation and Addition at Armistead Gardens
Pre-K to 8 School #243

The following changes, additions, deletions, and clarifications are hereby made part of the solicitation for the above referenced project and shall be considered in the preparation of the solicitation response and execution of all work. Vendors shall acknowledge receipt of this addendum.

Notice: The following changes and additions should be considered as amendments to the above referenced bid documents.

BID DOCUMENT REVISIONS:

Item # 1: New Bid Due Date: The bid due date has changed. The new bid due date is **Thursday, September 21, 2023. Bids are still due by 11:00 a.m.**

All other terms and conditions shall remain unchanged.

Failure to acknowledge and respond to this all addenda on your Bid Proposal Form may result in the bid proposal being considered non-responsive.

Date Issued: August 23, 2023

By: Stuart Feldman

BALTIMORE CITY PUBLIC SCHOOLS

Baltimore City Public Schools
Office of Procurement
200 E. North Avenue, Room # 401
Baltimore, MD 21202

August 31, 2023

Addendum #4

Solicitation Number: IFB-24010
Solicitation Title: Renovation and Addition at Armistead Gardens
Pre-K to 8 School #243

The following changes, additions, deletions, and clarifications are hereby made part of the solicitation for the above referenced project and shall be considered in the preparation of the solicitation response and execution of all work. Vendors shall acknowledge receipt of this addendum.

Notice: The following changes and additions should be considered as amendments to the above referenced bid documents.

BID DOCUMENT REVISIONS:

- Item # 1: Answers to Questions:** To post answers to questions submitted after the pre-bid meeting. Answers are attached to this memo.
- Item # 2: Revised Bid-Price Sheet:** The Bid Price Sheet has been updated and is attached to this memo. **Bids should not be submitted on the previous form.**
- Item # 3: Revised Specifications and Drawings:** Specifications and drawings have been updated. Revised specifications and drawings are attached to this memo.
- Item # 4: HAZMAT Phase II Site Assessment and Geothermal Conductivity Test Results Reports:** HAZMAT and Geothermal reports have been updated and added to the bid documents. HAZMAT Phase II Site Assessment and Geothermal Conductivity Test Results Reports are attached to this memo.

All other terms and conditions shall remain unchanged.

Failure to acknowledge and respond to this all addenda on your Bid Proposal Form may result in the bid proposal being considered non-responsive.

Date Issued: August 31, 2023

By: Stuart Feldman

200 E. North Avenue, Room 401 Baltimore, MD 21202
Phone: (410) 396-8757
Fax: (410) 545-6977
<http://www.bcps.k12.md.us>

Revised: October 25, 2019

BID RFI LOG					
Project Name: Armistead Gardens PK-8 School Renovation Addition Project Number: 369-22 Owner Number: PSC No. 30.186.20/23 LPC Date: 8/31/2023		Bid Information: IFB-24010		Last Day For Questions: 8/10/2023 Responses Due: 8/17/2023 Bids Due: 9/21/2023 Current A/E Addendum #: 3	
Question No.	Question and Response				
1	<p>Question</p> <p>Would you kind enough to provide a classification value for this project for our consideration to pursue this bid?</p> <p>Response</p> <p>The construction classification is on Code Summary sheet G201. The occupancy is Educational and the construction type is 2B non-combustible, fully sprinklered</p>				
2	<p>Question</p> <p>Please consider extending the date for questions. The Special Terms and Conditions Section 14.A.i states the deadline is 7 days prior to the bid date.</p> <p>Response</p> <p>The bid date has been extended to September 21, 2023 to allow prospective vendors to evaluate the addendum released in response to questions received by August 10, 2023.</p>				
3	<p>Question</p> <p>The specs call for Poly Pro piping with heat fusion for the main lines coming out of the mechanical room. We have never seen Poly Pro used with this type of application before. Schedule 40 grooved or weld piping is typical for this setup and would be more cost effective. Could we use Schedule 40 black grooved or weld for this project?</p> <p>Response</p> <p>HDPE shall be used for Geo-Field. Inside the building PP-RCT piping shall be used. This has been installed and/or designed this way on Graceland, Holabird and Furley elementary schools within City School System. This is the BOD for Armistead as well.</p>				
4	<p>Question</p> <p>Please provide a specification for the required sunshades.</p> <p>Response</p> <p>Sunshade specifications have been added to part 2 of section 084413. The basis of design product is Kawneer Versoleil Sunshade Outrigger System for Storefront. Rectangular facia and outriggers with airfoil blade style.</p>				
5	<p>Question</p> <p>Specification section 084113 2.4.A.1 notes a door thickness of 2". Sheet A623 notes a thickness of 2-1/4" for exterior aluminum doors, which would indicate thermal doors. Should 2" or 2-1/4" thermal doors be quoted?</p> <p>Response</p> <p>Exterior storefront doors shall be 2 1/4" thick thermal doors. Basis of design product shall be Kawneer TriFab 250T/350T/500T Insulpour Entrances.</p>				
6	<p>Question</p> <p>There are several doors and sidelights on the door schedule that contain glass and are noted with a two hour fire rating. Section 088813 2.5.C notes Vetrotech Keralite as an acceptable product. This glass product does not carry a 2 hour rating. The glass would need to be changed to Vetrotech Contraflam 120 which is 1-9/16" thick and may not fit in the door lite kits. Additionally, door 151B is noted with frame type 3 which has sidelights. To use the Contraflam product, it must be installed in a Vetrotech fire rated frame since it is an approved assembly, and it is a very expensive product. Please clarify how we should proceed with pricing.</p> <p>Response</p> <p>Fire glass to be from one of the accepted products but must comply with requisite fire-rating per given circumstance.</p>				
7	<p>Question</p> <p>Please provide hardware sets for doors V15 and 186C as we were unable to locate them in section 087100.</p> <p>Response</p> <p>Doors V15A and V15B shall be provided Hardware set 56.2 and Door 186C shall be provided hardware set 56.3</p>				
8	<p>Question</p> <p>Rooms 180 through 193 are on the plans but not on the finish schedule. Please clarify what finishes are required in these rooms.</p> <p>Response</p> <p>Refer to addendum 3 sheet A144 for this information.</p>				
9	<p>Question</p> <p>I see a construction phase plan in the drawings. Will the finishes be completed in phases or all at once?</p> <p>Response</p> <p>Finishes within phased scope areas shall be completed within the phase.</p>				
10	<p>Question</p> <p>Will this project be completed off hours?</p> <p>Response</p> <p>The Summer and School Year hours apply, along with City noise ordinances. Bidding should be done in accordance with these hours. As stated, adjustments may be considered by the project manager.</p>				
11	<p>Question</p> <p>Please advise if Sika/Master Builders SRS 1851 MMA/Acrylic Flake system is an acceptable alternative for specification section 096723 – Resinous Flooring. This product has been successfully installed in other Baltimore City schools.</p>				

Question No.		Question and Response			
	Response	Sike Corporation is a listed manufacturer in section 096723. Resinous floor finish products shall comply with the properties in specification section 096723 - Resinous Flooring.			
12	Question	Site drawing E100 shows the generator feeder routing into the Main Electrical Rm. X15 on the main level of Area "E". The riser diagram on E701 shows our feeder being routed to ATS#1 which is in the lower level of Area "A" in Rm. M04. Please revise site plan E100 to show this feeder to be routed to Electric Rm. M04 in Area "A".			
	Response	The riser diagram shows the feeder being routed to ATS #1 which is correct. We will re-route the feeder shown on E100 to the correct location.			
13	Question	Riser diagram E701 references the 600A docking station to be located outside of the Main Electrical Rm. The actual location of the docking station is not shown in any of the electrical drawings so please confirm that is the correct location. Will emergency panel feeders need to be 2 hour fire rated cable?			
	Response	The 600A Emergency Docking Station will be located outside of the existing Electrical Room. See site plan at dwg. E100			
14	Question	The fire alarm drawings do not show any duct detectors. Please update the drawings to show where they are required.			
	Response	Refer to general note 2/E702 for information on duct detectors.			
15	Question	Alternate #1 / Security – The security drawings are noted stating that the work in this area is to be bid as alternate #1, but there is no work shown on the drawings. What work is required under alternate #1?			
	Response	There is no security scope for this area in this contract.			
16	Question	Alternate #1 / IT – The IT drawings are noted stating that the work in this area is to be bid as alternate #1, but there is no work shown on the drawings. What work is required under alternate #1?			
	Response	There is no IT scope for this area in this contract.			
17	Question	Alternate #1 / AV – The AV drawings are noted stating that the work in this area is to be bid as alternate #1, but there is no work shown on the drawings. What work is required under alternate #1?			
	Response	There is no AV scope for this area in this contract.			
18	Question	Drawing EL-111B, Tagged Note #E3, references detail sheet EL-602. This drawing is not included in the bid set.			
	Response	Detail and references to it have been removed from the project.			
19	Question	Spec section 265561, Theatrical Lighting Systems, details theatrical lighting to be installed on the project. Nothing is shown on the drawings. Can a drawing be provided showing where the theatrical lighting to be installed?			
	Response	Track lighting over stage to be replaced with theatrical lighting in upcoming addendum			
20	Question	We cannot locate specifications for Library/Media Center Shelving/Furnishings with details. The only items listed are at the top of drawing A910. Is the library shelving & furnishings not included in the GC bid? If not, how are they being acquired?			
	Response	Library shelving & furnishing will be provided under separate contract.			
21	Question	Per the MBE Procedures section 6.0 Implementing Procedures, paragraph 3.C, Attachment A (MDOT Certified MBE Utilization and Fair Solicitation Affidavit) shall be submitted with the bid however, Attachment B (Participation Schedule) could be submitted within a maximum of 30 minutes after the due time of the bid at which time, all complete submissions would then be opened. Please consider allowing the MBE participation schedule to be submitted 30 minutes after the bids are due as allowed by the state MBE Office. The Utilization and Fair Solicitation Affidavit would still be submitted at bid time saying whether or not the bidder intended to meet the goal or would be requesting a waiver however, the schedule listing all of the MBE subcontractors, suppliers, etc. would be submitted up to 30 minutes after, allowing us valuable time prior to the bid submission time to ensure numbers are correct and complete, with the clerical work taking place within the 30 minutes time allocated.			
	Response	MBE documents shall be submitted per the solicitation			
22	Question	The MBE section 26 in Bidding Requirements and Conditions asks for us to submit a current copy of each subcontractors certification. Can this be done after the bid? This is quite a bit of information to gather and submit with the bid. We would be ensuring they are currently certified through the MDOT directory prior to naming them on the submission anyway.			

Question No.	Question and Response				
	Response	MBE documents shall be submitted per the solicitation			
23	Question	There is conflicting information regarding the bid submission. Please confirm all bids are to be submitted via email to the buyer Stuart Feldman at safeldman@bcps.k12.md.us. Please confirm the bids do not need to be submitted in duplicate as mentioned on the bid form.			
	Response	All bids are to be submitted via email to Mr. Feldman. They do not need to be submitted in duplicate.			
24	Question	Section 23 of the Bidders Requirements and Conditions, Prequalification's of Contractors and Subcontractors, states that subcontractors in excess of \$25,000 shall be prequalified with Baltimore City DPW. Baltimore City DPW website says contractors over \$50,000 are to be prequalified. In addition, it states Subcontractors need to be prequalified prior to commencing work, not at the time of bid. As part of the Vendor's Response section, under Attachments, to be submitted with the bid, item #7 asks for Subcontractors Prequalification Certificates to be submitted with the bid. On recently bid City School projects, this subcontractor prequalification requirement has been removed as this is a City School project and not a DPW project for the City of Baltimore. Please confirm on the Prime GC bidder needs to be prequalified.			
	Response	This is a Baltimore City Public Schools Project. Not DPW for the City of Baltimore. Please reference the IFB. Prime Contractors must be prequalified.			
25	Question	Special Terms and Conditions – Section 9.G states that awarded bidder shall self-perform the majority (>51%) of the work, shown on the contract drawings with their own forces; this percentage of the work may not be subcontracted. None of the GC's bidding this project can meet this requirement. Please confirm this is not applicable.			
	Response	This requirement is not applicable for this project.			
26	Question	<p>There is conflicting information as to what is required with the bid submission:</p> <p>a. Section 4 Submission Instructions list the following bid submission forms:</p> <ul style="list-style-type: none"> i. Bid Proposal Form ii. Non-Collusion Affidavit iii. Anti-Bribery Affidavit iv. Debarment Affidavit v. Prequalification Certification Affidavit vi. Bid Bond vii. Certification of Work Capacity and a copy of the Certificate of Pre-Qualification by the Baltimore City Contractor Pre-Qualification Committee viii. Copy of the State of Maryland Contractor's License ix. Copy of the State of Maryland Certificate of Good Standing or other filing verifying the bidder is in good standing with the Department of Assessments and Taxation of Maryland x. Copies of your firm's Lead-Based Paint Certification, Renovator Certification and worker training records xi. W-9 Form xii. Insurance Certificate xiii. Baltimore City's YouthWorks Program forms <p>b. The Vendors Response lists the following attachments are to be included:</p> <ul style="list-style-type: none"> i. Bid Proposal Form ii. Non-Collusion Affidavit iii. Anti-Bribery Affidavit iv. Debarment Affidavit v. Prequalification Certification Affidavit vi. Bid Bond vii. Copy of the current Baltimore City Contractor and Subcontractors Prequalification Certificates viii. Contractor Qualifications Verification Response. – NOT REQUIRED PER SECTION 4 SUBMISSION INSTRUCTIONS ix. Copy State of Maryland Contractors License x. Copy State of Maryland Certificate of Good Standing or other filing verifying the bidder is in Good Standing with the Department of Assessments and Taxation of Maryland. xi. Copies of your firm's Lead-Based Paint Certification, Renovator Certification and worker training records. xii. W-9 Form xiii. Insurance Certificate xiv. City's YouthWorks Program - Baltimore City xv. Minority Business Enterprise documentation as required, forms 			

Question No.	Question and Response	
	Response	<p>c. Please clarify what takes precedence and in what order should forms be submitted.</p> <p>Provide the attachments per the Vendors Response Package</p>
27	Question	<p>Section 24 of the Special Terms and Conditions asks us to submit and Employ Baltimore Certification Statement and to see Section B but we cannot find a form to submit. Please clarify.</p>
	Response	<p>Provide the attachments per the Vendor Response Package</p>
28	Question	<p>There are several forms at the end of the Vendors Response package that seem to be required at bid time but they are not listed in either of the above lists. Please confirm they are required.</p> <p>a. Contractors Qualification Verification b. Project Experience Form c. Baltimore Apprenticeship Training Program</p>
	Response	<p>These are required. Complete all portions of the Vendor Response Package</p>
29	Question	<p>S000 - Note C.1 states that foundations have been design in accordance with the Geotech report and to reference that report for additional recommendations. Note F.1.A says to refer to the geotechnical report for excavation and preparation of foundation and slab subgrades and recommendations contained in the Geotech report are part of this work however spec 003122-1.1.A states the Geotech report is not part of the Contract Documents. Please confirm we are to follow drawings and specifications, not the recommendations in Geotech report.</p>
	Response	<p>Confirmed, follow requirements of drawings and specifications. Information contained in geotechnical report will be shown in contract documents for Addendum 3 submission.</p>
30	Question	<p>Note 9 on the main level structural framing plans states slab on grade is to be supported by approved competent existing site natural soil or new compacted engineered fill, not existing fill and refers us to the Geotech report for more information however spec 003122-1.1.A states the Geotech report is not part of the Contract Documents. In addition section 312000 – 3.4.A defines excavation as “Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.” Further the same specification, section 1.2.F - Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated. 1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work. Please confirm we are to follow drawings and specifications, not the recommendations in Geotech report, and that the excavation is unclassified to subgrade elevations as indicated in section 312000.</p>
	Response	<p>We recommend the removal and replacement of the existing fill underneath structural areas per note 9 and the geotechnical report. The contractor can refer to the geotechnical report for information regarding the concrete and asphalt debris and other deleterious material that may be encountered in the existing fill as shown on the boring logs. Also note that rock is present 180 feet below the ground surface and will not be encountered during building construction.</p>
31	Question	<p>There are unit prices listed in section 012200 however there is no space on the bid form for provide these. Are they required?</p>
	Response	<p>Yes. The unit prices stated are required for change order information.</p>
32	Question	<p>The insulation specs only call for Duct Wrap on Ductwork no Rigid board. Just need to confirm that the exposed ducts also get duct wrap.</p>
	Response	<p>Exposed ducts shall be dual wall per Specification 234400.</p>
33	Question	<p>According to detail 5/ A121d, does platform stairs have railings attached to them? If so, please clarify the material and provide a detail.</p>
	Response	<p>Yes, the platform stairs have railings attached. The material is stainless steel. Refer to addendum 3 sheet A473 for this information.</p>
34	Question	<p>We found specs for nosing, but no details show nosing being used on the exterior site stairs. Please advise if and where nosing's are required.</p>
	Response	<p>Metal nosings specified in part 2.15 of section 055000 are not required in exterior site stairs. Reference details on L202 for site stair construction.</p>
35	Question	<p>Please provide revised phasing plans as the dates on the current plans show a Summer 2023 start.</p>

Question No.		Question and Response			
	Response	Revised phasing plans are included in addendum 3.			
36	Question	As this project will not be starting this Summer, when will the modular relocation take place if they are occupied?			
	Response	Final phasing will be determined following Notice to Proceed. Modular relocation will not take place while they are occupied.			
37	Question	It appears the 2 story addition in Phase 2 is intended to be completed within 1 year of the start date and new electric rooms are intended to be complete with this. Electrical gear is over 60-70 weeks lead time and it may not be possible to have this in time. Please clarify the intent.			
	Response	The intent is to operate the new two story addition as a school prior to commencing with demolition within the phase 3 area. The phasing plan shows a fall semester start of phase 3 work. A spring 2024 start of construction is fifteen months (64 weeks) prior to the start of phase 3 work. Submittals for long lead items such as switchgear should be prepared and submitted during a preconstruction phase after notice of award so that orders can be placed in sufficient time so as to align with the awarded contractor's construction schedule.			
38	Question	It appears the intent is to construct a new gym over summer break which is typically around or less than 2 months. This is not feasible and will require more time. Please advise.			
	Response	The existing gymnasium must remain functional throughout the phase 2 and phase 3 work. It may be possible to begin construction of the new gymnasium in phase 2A (summer 2025) and continue through phase 3 into phase 3A provided required egresses are maintained and the work does not disrupt the operation of the school facility during the academic year of 2025/2026.			
39	Question	Please clarify the scope of the modular relocation and what is to be in the GC's scope and what the Owner will provide. Are these new modular facilities or are the existing modulares being relocated? There are conflicting statements on the phasing plans and the C-2 site demo plans. How many classrooms, restroom facilities etc. is required? We will need complete drawings for the modular facilities if it is supposed to be in our scope.			
	Response	The conflicting statements will be resolved in an Addendum.			
40	Question	The phasing plans show the project starting summer 2023 and completing fall 2025. The term of the contract in the Special Terms and Conditions shows 36 months. Please clarify and provide phasing plans coordinating with the term of contract.			
	Response	The phasing plans have been updated to show general timeframes for actual construction corresponding to summer work and academic year work starting in 2024 and ending in 2026. These proposed construction periods may not necessarily align with the full contract duration.			
41	Question	Phase 1A note 6 calls for the construction of anew corridor through music classroom to accommodate temporary egress during phase 2. Please provide details for this. What type of partitions are required? Doors, frames, HW? Lighting? Flooring? What type of exterior egress is required? Tunnel, fencing, paved walkway, etc.?			
	Response	Reference new plan 2/G301A in addendum 3 for temporary corridor construction information. No exterior improvements are needed, existing entrance plaza is sufficient.			
42	Question	Please clarify what is required for a "safe and accessible pathway from existing building to modular classrooms" as called out on the phasing plans. Should this path be fenced, paved, etc.? Please clarify and provide details.			
	Response	Accessible pathways shall be six (6) foot wide walkways of heavy duty paving per detail 1/C-5. Utilize existing sidewalks, stairs, and pathways where possible. Pathway shall be separated from construction activities with site fencing and other means of site protection per section 015000 provided by the awarded contractor.			
43	Question	Please provide details on the infrastructure required for the modulares.			
	Response	The modulares will require comparable utility infrastructure as the existing modulares, including water, sanitary, and electric.			
44	Question	Who is responsible for removal/demolition of the existing modulares and the new or relocated modulares at completion?			
	Response	The contractor is responsible for disposition of the modulares when they are no longer needed for this project.			

Question No.		Question and Response			
45	<p>Question</p> <p>Please provide information on the early learning play area and equipment that is noted to be relocated on the Phasing plans. Who is the manufacturer and who installed the equipment? Are there detailed drawings available of the existing equipment? Is new play surface required? Typically, a warranty cannot be provided when play equipment is relocated. Please confirm that is acceptable.</p> <p>Response</p> <p>The manufacturer of the existing playground is Playground Specialists. Original install information can be provided to the awarded contractor by owner if available. A new play surface will be required. A warranty is not required for the temporary playground.</p>				
46	<p>Question</p> <p>C-2 keynote 10 shows the existing tot lot to be demolished. Is this different than the phasing plan notes that state to relocate the early learning play area and equipment? Please clarify.</p> <p>Response</p> <p>The tot lot/early learning equipment should be temporarily relocated per the phasing notes.</p>				
47	<p>Question</p> <p>Bidding Requirements and Conditions - Section 4.H - Please provide a list of items the GC is responsible for boxing, removing, storing, and relocating from the existing school to the addition or newly renovated school. Please clarify if these items can be stored in a container on site or if they will need to be stored offsite. Consider providing an allowance for all bidders to carry if this scope is yet to be defined.</p> <p>Response</p> <p>This scope is yet to be defined. Items can be stored on site as space permits. We wilkl add a bid item.</p>				
48	<p>Question</p> <p>Bidding Requirements and Conditions Section 4.I - Please provide a list of items to be salvaged by the Owner so that we can quantify what will be left for the GC to dispose of and we can accurately price this scope. Consider providing and allowance for all bidders to carry if this scope is yet to be defined.</p> <p>Response</p> <p>This scope is yet to be defined. Items can be stored on site as space permits. We will add a bid item.</p>				
49	<p>Question</p> <p>References to BIM are in Division 1 however there is no clear direction on what is required. Please clarify is BIM is required and if so, to what level?</p> <p>Response</p> <p>BIM is required for the purposes stated in Division 1, including but not limited to conflict analysis and coordination drawings. The Architect indicates that drawing files will be provided in REVIT 2019.</p>				
50	<p>Question</p> <p>Special Terms and Conditions – section C states “Work during normal school activities shall be performed during non-school hours, including evenings and weekends.” Section E states all work shall be performed during the following work hours: a. Summer (Last day of school in June to August 15); Normal Working Hours: 7:30 am to 4:00 pm, Monday through Friday b. School Year (August 15 to the last day of school); 4:00 pm to 12:00 am, Monday through Friday. A portion of these hours may require the Contractor to reimburse City Schools for custodial coverage. c. No work that is audible and/or visible to community members within 300 feet of the school will be permitted between the hours of 7:00 pm and 7:00 am (including weekends) per City Code. d. Subject to the prior approval of the City Schools Project Manager, the Contractor may elect to perform work during other hours, weekends, or legal holidays, however, City Schools will not be responsible for any additional cost in excess of the bid price(s).</p> <p>This information restricts us to work that can be heard or seen by the community during the school year to be done between the hours of 4pm and 7pm (3 hours per day) as the majority of construction work can be seen or heard. Is this the intent? If so, this will be an extremely long job and very unproductive, driving costs extremely high and dragging this job out way past the 3 years currently allocated. Please clarify the work hours.</p> <p>Response</p> <p>Restricting work hours to 4pm to 7pm is not the intent. The Summer and School Year hours apply, along with City noise ordinances.</p>				
51	<p>Question</p> <p>If custodial coverage is required to be reimbursed, please identify the cost so that bidders can include this in their bids.</p> <p>Response</p> <p>Due to phasing, it is not expected that this provision would apply.</p>				
52	<p>Question</p> <p>Please provide CAD files of the grading plans if possible to expedite take-offs.</p> <p>Response</p> <p>Drawings and specifications are as provided with the solicitation.</p>				
53	<p>Question</p> <p>Specification Section 231320, 14.1, A states “Typical test bore is provided on plans”. Test bore information was not included in the documents provided. Please provide test bore information specifically drill log.</p> <p>Response</p> <p>Test Bore drilling information will be added to UM drawings in addendum.</p>				

Question No.		Question and Response			
54	<p>Question</p> <p>Please confirm if test bore drilled on-site is to be included in final system total of 111 geothermal boreholes.</p> <p>Response</p> <p>Yes, confirmed. Test Well + 110 additional wells will be the final total wellfield size.</p>				
55	<p>Question</p> <p>Drawing UM100, Key Notes 1 and drawing UM200, Detail 4 identify the base bid well depth of 590'. Bid Proposal Item # 7: Alternate #5 states "Additional 250 feet of depth (total of 800ft depth) at geothermal well location." Please confirm bore depth for base bid and Alternate #5.</p> <p>Response</p> <p>This alternate can be removed from scope. Well depth shall be 590'.</p>				
56	<p>Question</p> <p>There is no designation of Wall & Door Protection on drawings – Corner Guards/End Guards. Please advise where they are required.</p> <p>Corner guards and end guards shall be provided on all exposed gypsum board corners and ends in all classrooms and rooms other than private offices, storage rooms, closets, and non occupied spaces. Corridor wall corners that are not clad in tile shall also receive corner guards and end guards. The owner reserves the right to revise/ add/ subtract locations during construction. For bidding purposes, assume the following minimum quantities per building area indicated on sheets:</p> <p>Response</p> <p>A120a: 20 corner guards; 8 end guards A121a: 15 corner guards; 8 end guards A121b: 15 corner guards; 3 end guards; 4 45deg guards A121c: 12 corner guards A121d: 12 corner guards A121e: 45 corner guards; 6 end guards A122c: none A122d: none A122e: 40 corner guards; 15 end guards</p>				
57	<p>Question</p> <p>We couldn't locate D2, D3 & D4 display cases on drawings. Please advise if/where they are required.</p> <p>Response</p> <p>There are no D2, D3 & D4 display cases in the drawings. (They have been removed from the display case schedule.)</p>				
58	<p>Question</p> <p>We couldn't locate P1 poster cases on drawings. Please advise if/where they are required.</p> <p>Response</p> <p>There are no poster cases in the drawings and they are not required. (The poster case schedule was removed.)</p>				
59	<p>Question</p> <p>We couldn't locate S3 shelving on drawings. Please advise if/where they are required.</p> <p>Response</p> <p>The S3 shelving are located in the following rooms: Pantry 184F, Storage R09B, and Storage 199A. There are a total of 17 units in total.</p>				
60	<p>Question</p> <p>Spec Section 111313 – Loading Dock Bumpers are not shown on drawings. Please advise if/where they are required.</p> <p>Response</p> <p>Loading dock bumpers are not required. There is no dock.</p>				
61	<p>Question</p> <p>Spec Section 113100 – Residential Appliances are not shown on drawings. Please advise if/where they are required.</p> <p>Response</p> <p>Residential Appliances are shown on drawings in room Laundry 102B, Faculty Lounge 134 and Pantry 184F. (They were previously tagged with a double hexagon but have been changed to be a single hexagon.)</p>				
62	<p>Question</p> <p>Bidding Requirements and Conditions - Section 11 states all permits are by the GC. Please clarify as typically building and site permits are by the Owner and the GC is only responsible for trade permits that are required for the respective trade contractors.</p> <p>Response</p> <p>As stated, all permits are by the GC, including building and site permits.</p>				
63	<p>Question</p> <p>Bidding Requirements and Conditions – Section 4.D states that "City Schools does not anticipate the addition of any alternative work items which may be listed in the contract specifications and/or drawings. Any additional and/or alternative work required during the life of the project will be performed at the sole discretion of City Schools via change order. If requested by the City Schools Project Manager, the Contractor shall submit a cost proposal for the additional/alternative work which will need written approval prior to the issuance of a change order." There are several alternates that are requested to be priced with our bid. Please confirm any alternates would be accepted at time of Contract and bidders are not expected to hold prices until whenever City schools may decide to proceed with an alternate at any point during the three year construction period as this is unreasonable given the duration of the project.</p> <p>Response</p> <p>The alternate items included on the bid form would be accepted, or not accepted, with evaluation of the bids and included in the contract.</p>				
64	<p>Question</p> <p>The bid form has the wrong date and project name. Please reissue.</p>				

Question No.	Question and Response	
	Response	the bid form will be updated, as the due date has changed.
65	Question Response	The bid form has two Alternate #2's. Please reissue. The item numbers and alternate numbers will be checked.
66	Question Response	Section 14339 appears to have information that has not been completed/selected yet. Please review and revise. Section 014339 - Mockups has been updated. Reference addendum 3.
67	Question Response	Section 15000 – 2.1.B calls out windscreen. Is this required for all temporary fence? This is not required.
68	Question Response	Section 15000 – 2.2 – please conform Owner does not need a separate trailer. Confirmed
69	Question Response	Section 15000 – 3.4.E & F calls for offsite parking and storage facilities. Please confirm we can park and store material on site within our work area. Confirmed. Within the work area. Contractor is responsible for security of vehicles and materials.
70	Question Response	Temporary partitions are not shown on the documents. Please advise where and if these are required for phasing. Temporary partitions per section 015000 are required where necessary to separate and protect existing operational facilities, or portions thereof, from work areas. Precise locations of temporary partitions shall coincide with the extent of work areas within each phase as determined by the awarded contractor and as reviewed by the owner and architect.
71	Question Response	19113 – Is the Commissioning Coordinator expected to be provided by the GC? If so, can this be the Super or PE? The Commissioning Coordinator is as described in 019113 1.4A. This role could be filled by a project engineer as the contractor deems appropriate
72	Question Response	Who is the Owners Commissioning Agent? This will be determined.
73	Question Response	19119.43 – Please confirm the Owner is hiring the Building Enclosure Commissioning Authority and the GC/Subs are to assist and cooperate. Confirmed.
74	Question Response	All of the items listed on L001 only list one manufacturer. Are these to be sole sourced? The items listed on L001 with one manufacturer are showing our preferred basis of design. Approved equals are acceptable.
75	Question Response	What is the extent of the "F4" fence to be salvaged and refinished? How many linear feet? How high? What type of refinishing is required? What type of fence is existing? The schedule on L001 provides some information. Are the posts to remain and the chain link mesh is to be replaced? Existing fences are chain-link fence. Height varies, contractor to field verify. Salvage, re-use, and refinish all posts to the maximum extents possible. Field paint posts black. Replace all existing chainlink with new black vinyl covered chainlink.
76	Question Response	SF8 on the landscaping drawings is a Tensile Shade Structure and refers you to structural. We cannot find any information on structural plans. Please clarify. Please refer to details 3 and 4 on structural sheet S700 for information on tensile shade structure. Approximate dimensions for the sunshade are 26'x15'. Refer to "L150 - Materials Plan -Learning Terrace" for points of attachment.
77	Question Response	Please consider the night-work requirement for Phases 2 and 3 – Fall to Summer . We request these requirements are removed and the Contractor is permitted to work during regular business hours, behind temporary partitions with strictly no interference to school operations. Night-work can limit subcontractor participation and cause staffing difficulties. The Summer and School Year hours apply, along with City noise ordinances. Bidding should be done in accordance with hours. As stated, adjustments may be considered by the project manager.
		Section 116623 – Gymnasium Equipment:

Question No.	Question and Response
Question	<p>a. Drawing A121c indicates a chinning bar (item 4) and knotted climbing ropes (item 6), while drawing A122c indicates a divider curtain but none of these three items are specified in Section 116623. Can specifications for these items be provided (NOTE: The climbing ropes will also require one climbing rope hoist to store the three ropes when not in use)? Climbing Ropes: A. Provide four polyester climbing ropes as manufactured by Porter Athletic Equipment Company, Jaypro Sports Construction Group or Performance Sports Systems. Ropes shall have a 1½" diameter, a leather boot at the bottom, a round tambourine at top, and a length as required to allow lower end of ropes to be 3" above floor when in use. Furnish two ropes with knots at 12" on center. B. Provide adjustable beam clamp for attachment to bottom chord of roof joist as required. All ropes shall be provided with a safety cable attachment for additional protection. C. Provide two rope hoists complete with all cord fittings, weights, and blocking required for proper installation and hoisting of two groups of three climbing ropes.</p>
Response	<p>Chinning Bar: Provide one (1) Porter Athletic Equipment Company model no. 00197-000, Jaypro Sports, Inc. model EWM-30 or Performance Sports Systems model 109, 36" long adjustable chinning bars with hardwood wall pads. Furnish all required accessories, mounting brackets, etc. required for a complete installation. Located in Gymnasium 194 as indicated on the drawings.</p> <p>Gymnasium Dividers: 1.00 GENERAL</p> <p>1.01 Description Work includes all labor, materials, equipment, and services required for the furnishing and installation of electric center roll gym dividers in Gymnasium 194 as indicated.</p>
Question	<p>b. Drawing A122c shows a divider curtain that is only 42'-0" long and drawing A412c shows a divider curtain that is 66'-0" long. Generally we would recommend a divider curtain that is +/- 61'-6" long, which will provide 3'-0" clearance off the wall on one side and off the closed bleachers on the other side. Can you confirm what the length of the divider should be on this project?</p>
Response	<p>The track attached to the ceiling structure extends all the way across. The divider curtain should be 59'-6" long. Allowing for 4'-0" of clearance off the wall on one side and 4'-0" off the closed bleachers on the other side. This will allow circulation and foot traffic when the curtain is lowered.</p>
Question	<p>c. Section 116623, paragraph 1.9.A.1.c. specifies a 25 year warranty on the scoreboards, which is not offered. Can it be confirmed that manufacturers standard warranty will be acceptable for scoreboards?</p>
Response	<p>The manufacturers standard warranty will be accepted for the scoreboards.</p>
Question	<p>d. Section 116623, paragraph 2.2.E. specifies manual and electric height adjusters with key-switch operation. Can it be confirmed which is to be provided, manual or electric (NOTE: If electric, power supplies and control wiring to the key-switches will be needed for these height adjusters on the electrical drawings)?</p>
Response	<p>Electric winches are required.</p>
Question	<p>e. Section 116623, paragraph 2.2.F. and subparagraphs specify wall mounted basketball hoops but none are required on this project. Can it be confirmed that this paragraph and all subparagraphs of 2.3.F. should be deleted?</p>
Response	<p>Sub-paragraph 2.2.F. has been removed from the spec.</p>
Question	<p>f. Section 116623, paragraph 2.3.H. specifies manual winches and paragraph 2.2.I. specifies electric winches. Can it be confirmed which is to be provided, manual or electric (NOTE: If electric, power supplies and control wiring to the key-switches will be needed for these electric winches on the electrical drawings)?</p>
Response	<p>Electric Winches are required.</p>
Question	<p>g. Section 116623, paragraph 2.2.J.2.a. specifies only glass backboards but drawing A145 calls out only 2 backboards as glass and the 4 side courts as fiberglass. Can it be confirmed that all backboards should be glass, as fiberglass is not much less expensive than glass?</p>
Response	<p>Yes, all 6 backboards in the gym should be glass.</p>
Question	<p>h. Section 116623, paragraph 2.3. only specifies floor plates and floor sleeves for volleyball. Can you confirm that volleyball equipment is not required as well?</p>
Response	<p>Refer to section 116623 updates in addendum 3. Volleyball and badminton equipment are required in addition to the specified floor plates and sleeves.</p>

Question No.		Question and Response			
	Question	i. Section 116623, paragraph 2.4.A. specifies Electro-Mech as the basis of design and names three manufacturers that don't provide scoreboards. Will a Daktronics BB-2103 scoreboard be considered equal to the specified scoreboard?			
	Response	Daktronics is an acceptable manufacturer of scoreboards. The BB-2103 model is not considered equal to the specified scoreboard as it does not include an internal horn.			
	Question	j. Can it be confirmed that the scoreboard should be wirelessly operated?			
	Response	The scoreboard controller is not required to operate over WIFI			
	Question	k. Section 116623, paragraph 2.5.D.1. specifies the backer board to be fire-retardant-treated but also specifies fire-resistive neoprene foam. The neoprene foam without the FRT backer board allows for a Class A rated wall pad assembly, once fire-retardant-treated plywood is added, it deletes this rating. It would be recommended to delete fire-retardant-treated plywood and maintain the Class A rating, as this plywood would only add cost and delete the Class A rating. Can it be confirmed that fire-retardant-treated plywood is not required and manufacturers standard backer board that maintains the Class A rating as an assembly will be acceptable?			
	Response	The manufacturer's standard method of installation is acceptable.			
	Question	l. Drawing A121c, detail 3 indicates the pads being mounted to furring strips and also having decorative hardwood corner trim around the padding. This has not been provided at any other BCPSS projects and the padding is generally mounted as manufacturer's standard, as specified in Section 116623, paragraph 2.5.D.5. Can it be confirmed that manufacturer's standard method of installation is acceptable and the furring strips and decorative trim are not necessary?			
	Response	The manufacturer's standard method of installation is acceptable and the furring strips and decorative trim is not necessary.			
79	Question	Section 126600 – Telescoping Stands: a. Drawing A121c, detail 2 shows the bleachers with permanent handicap notch outs and front rails to be provided. Each permanent ADA space will result in the loss of 4 seats each or a total of 20 on this project. Recoverable ADA spaces without front rails (not required by building code) are also a possibility and these would allow the owner to regain the (4) seats per ADA space if (5) wheelchairs don't show up for an event. Can it be confirmed if permanent ADA notch outs with front rails or recoverable ADA spaces without front rails are desired for the bleachers?			
	Response	Provide the recoverable ADA spaces without front rails. Hussey Seating Company provides "Flex-Row " for their Maxam 26 Series which allows this to be possible.			
	Question	b. Drawing A121c, detail 2 shows the bleachers with 22" row spacing but Section 126600, paragraph 2.3.A.3. specifies a 12" deep seat. This is not possible as it will not provide the necessary 12" clear required. One of two things must be done, use 10" deep seats or change the row spacing to 24", can it be confirmed which should be done?			
	Response	We will change the row spacing to 24" to have both the required 12" clear required and the 12" deep seating.			
	Question	c. Section 126600, paragraph 2.4.B.1. specifies custom graphics as indicated on the drawings but none are shown on the drawings. Can it be confirmed that custom graphics for the bleachers are not required?			
	Response	No, custom graphics are not required for the bleachers.			
80	Question	SECTION 01 21 00 – ALLOWANCES Please advise whether an Allowance will be included to tie into the existing JCI BAS server.			
	Response	Integration is required. Specifications will be updated in addendum.			
81	Question	SECTION 235200 a. Paragraph 1.1.C Trane is a controls partner in good standing with Baltimore City Public Schools. Please add Trane to the list of acceptable manufacturers.			
	Response	Yes - Trane will be added to list of acceptable manufactures.			
	Question	b. No mention is made of integration into the JCI server. Please confirm whether this integration is required.			
	Response	Integration is required. Specifications will be updated in addendum.			
	Question	SECTION 234200 a. Paragraph 2.1.B WATER SOURCE HEAT PUMPS (VHP-006 thru VHP-060), 2.02 Acceptable Alternates Trane is a Water Source Heat Pump manufacturer good standing with Baltimore City Public Schools. Please add Trane to the list of alternate manufacturers.			
	Response	Yes - Trane will be added to list of acceptable manufactures.			

Question No.		Question and Response			
82	<p>Question</p> <p>Response</p>	<p>b. Paragraph 2.1.E DEDICATED OUTSIDE AIR UNIT DOAS-1</p> <p>Annexair is the only listed manufacturer currently listed on the specification; the Specification is essentially proprietary. Two examples: 1)thermo-composite construction is not standard industry construction; 2) "Panels shall be painted Annexair standard color white gray."</p> <p>Innovent is a Water Source Heat Pump manufacturer good standing with Baltimore City Public Schools. Please add Trane to the list of alternate manufacturers.</p> <p>Alternate manufactures will be considered assuming performance is met as specified. The unit housing shall be no-through metal with 2" Thermo-Composite and foam panel construction - interior and exterior, or an all-aluminum 4" Foam thermal break construction - interior and exterior. Thermal break construction using a gasket to insulate two panels is not an acceptable equivalent to a no-through metal constructed casing. No-through metal construction will be inherent to all the component construction in the assembly. Color shall be manufacturer standard color.</p>			
83	<p>Question</p> <p>Response</p>	<p>Please confirm bids are to be submitted directly to safeldman@bcps.k12.md.us and not via eMMA</p> <p>Confirmed</p>			
84	<p>Question</p> <p>Response</p>	<p>Please confirm this project to be normal working hours.</p> <p>The Summer and School Year hours apply, along with City noise ordinances. Bidding should be done in accordance with these hours. As stated, adjustments may be considered by the project manager.</p>			
85	<p>Question</p> <p>Response</p>	<p>Please clarify Section 01 50 00 Mock-ups</p> <p>Reference section 014339 Addendum 3 for mock ups.</p>			
86	<p>Question</p> <p>Response</p>	<p>Also specs call for a Self-Adhered 30-40 mil Vapor Barrier, 5/8" dens deck prime substrate board, 1.5" base iso insulation, ¼" tapered insulation and a ¼" coverboard, but the roof assembly on A601 calls out 7" Iso and a ½" coverboard. Please advise.</p> <p>A601 has been updated to reflect the specified roofing components. Substrate board and cover board thicknesses have been updated in Section 075423. The base layer insulation thickness is the minimum thickness of the first layer of insulation. The R-value indicated in A601 shall be provided.</p>			
87	<p>Question</p> <p>Response</p>	<p>Division 274100 – AV & Sound Systems Dining area section specifies Extron ceiling speakers and an Extron subwoofer. The AV Equipment Schedule on drawing AV001 and the line drawing AV500 show the EV SX100 speaker. Please confirm we are to provide the EV speaker as shown on the drawings.</p> <p>Follow the drawings in lieu of the specification for all product basis of design.</p>			
88	<p>Question</p> <p>Response</p>	<p>Division 274100 – AV & Sound Systems Dining area section specifies QSC and Extron Amplifiers. The AV ine drawing AV500 shows Crown and QSC amps. The rack elevation on AV500 shows Extron Amps. Please confirm the amplifier models we should bid.</p> <p>Follow the drawings in lieu of the specification for all product basis of design.</p>			
89	<p>Question</p> <p>Response</p>	<p>Division 274100 – AV & Sound Systems Dining area AV line drawing AV500 shows a Crown and a QSC amp feeding LS-# speakers. Please confirm the intent and what speakers should be bid if appropriate.</p> <p>Refer to drawing AV211d, speaker type is LS-3.</p>			
90	<p>Question</p> <p>Response</p>	<p>Division 274100 – AV & Sound Systems Gym area section specifies the Denon DN-300Z media player. The AV line drawing AV502 shows a Tascam CD-200BT media player. Please confirm what media player should be bid.</p> <p>Either media player is acceptable.</p>			
91	<p>Question</p> <p>Response</p>	<p>Division 274100 – AV & Sound Systems Gym area section specifies an RDL Aux mixer. It is not shown on the Gym line drawing. Please confirm if this device is necessary and if so how it is connected to the system.</p> <p>This device is not necessary. Disregard.</p>			
100	<p>Question</p> <p>Response</p>	<p>Division 274101 – Classroom AV Systems drawing AV001 Equipment Schedule lists LG 55UT740SQUA and LG 65UT740SQUA flat screen displays. Our LG distributor says these appear to be Latin American models and they aren't available in the USA. Please specify what flat screen displays we should bid.</p> <p>Provide Sharp FW55BZ30L and FW65BZ30L</p>			

Question No.		Question and Response			
101	Question Response	Existing modular classroom buildings are indicated to be relocated. Drawings also indicate the modular classrooms are to be new. Please clarify scope/intent and provide specifications/requirements if modular classrooms are to be new. Conflicted statements will be addressed in addendum.			
102	Question Response	Please provide data on number of students per grade, class, etc. for purposes of determining phasing. Phasing is as shown on drawings for general purposes.			
103	Question Response	01 50 00 3.5K refers to covered walkways which are not found on drawings. Please clarify location/extent of covered walkways. See response to question 42. Covered walkways would only be as needed for protection during construction.			
104	Question Response	If required, please provide drawing showing any covered walkways to and from modular classrooms. See response to question #42			
105	Question Response	Please provide ceiling tile selections. Make a selection compliant with Specification 095113.			
106	Question Response	Please provide a spec for the wood veneer ceiling planks. Spec section added in addendum 3.			
107	Question Response	We also can't find drawings for the panels (Sect. 098416 & 098436). All ceiling panels drawings can be found on sheets A410 through A412e. Drawing for Radiused Sound Diffusing Ceiling Panels (Section 098416) can be found on sheet A411d. There are also Radiused Sound Diffusing Wall Panels in the music rooms on sheet 1/A121d.			
108	Question Response	Section 116113-Instrument storage cabinets? Wenger is BOD but we do not have enough information to specify the cabinets. Reference addendum 3 sheet A470 and A472 for music casework revisions, tags, and schedule information.			
109	Question Response	Section 116123-Portable Stage- We do not see a plan or section view that will specify the height and sizes of the platforms needed. Are there closure or drapery? Guardrails? Ramp? Provide a portable stage that meets the performance requirements in the specifications.			
110	Question Response	They only have elevations and plan views, we will need to know the sizes of the unit. Question does not make sense. Please elaborate some more.			
111	Question Response	Schedule indicates TMI but Wenger is BOD. We need to know if these are our standard cabinets (Ultrastore), or adjustable cabinets. Doors? No doors? Scheduled casework shall comply with section 123216 for plastic laminate clad casework and section 116113 for music instrument storage casework.			
112	Question Response	Roofing assembly on drawings differs from the specifications. Please advise as to which is correct.			
113	Question Response	Please provide locations for corner guards, as they are specified but not found on the drawings. See response to question 56.			
114	Question Response	The specified elevator is out of production. Please advise. Strike section 142100 part 2.1, A and replace as follows. A. Basis-of-Design Product: Subject to compliance with requirements, provide KONE, Inc.; EcoSpace Monospace 300 DX or comparable products by one of the following: 1. Otis Worldwide Corporation. 2. Schindler Elevator Corp. 3. ThyssenKrupp Elevator. Strike section 142100 part 2.3, B, 2 and replace as follows. 2. Rated Load: 3000 lb. 2500 lb			
115	Question Response	Drawing L207 is blank; please advise. Please disregard sheet L207. There are no drawings on that sheet.			

Question No.		Question and Response			
116	Question Response	How is bus access currently handled? Drop off locations are coordinated by City Schools Transportation and school leadership.			
117	Question Response	Please provide parking and bus access requirements during the duration of construction. The school will remain in operation and bus access will be maintained. Locations will be coordinated by City Schools Transportation			
118	Question Response	The specs call for Poly Pro piping with heat fusion for the main lines coming out of the mechanical room. We have never seen Poly Pro used with this type of application before. Schedule 40 grooved or weld piping is typical for this setup and way more cost effective. Could we use Schedule 40 black grooved or weld for this project? See response to question #3.			
119	Question Response	In Staff R07 there appears to be possible casework on the west wall. Could you please provide more information? Views providing more information have been included on sheet A473.			
120	Question Response	In Whole 199C there appears to be possible casework on the west wall. Could you please provide more information? Views providing more information have been included on sheet A473.			
121	Question Response	In Control Room 103 there appears to be possible casework on the west wall. Could you please provide more information? Views providing more information have been included on sheet A473.			
122	Question Response	Music instrument storage is called out in Specification 116113, but no instrument storage cabinets are found on the drawings. Could you please confirm there are no music instrument storage cabinets on this project associated with Specification 116113? There are music instrument storage cabinets on this project associated with Specification 116113. They are shown in elevations 16, 18 and 19 on sheet A470.			
123	Question Response	Glazing Schedules on sheets A631 – A633 do not call out sill references. Could you please provide sill references and clarify which window types require solid surface sills? Sill conditions vary, refer to plans for wall types and wall sections for sill conditions. Sill details can be found on A602 - A604. All openings that do not sit on a floor or on grade and are in gypsum board and stud partitions shall receive solid surface stools and aprons.			
124	Question Response	Site drawing E100 shows the generator feeder routing into the Main Electrical Rm. X15 on the main level of Area "E". The generator feeder will be re-routed to show the feeder going to the existing Electrical Room.			
125	Question Response	The riser diagram on E701 shows our feeder being routed to ATS#1 which is in the lower level of Area "A" in Rm. M04. This is shown correctly.			
126	Question Response	Please revise site plan E100 to show this feeder to be routed to Electric Rm. M04 in Area "A". Site Plan will be revised to show the feeder routed to Electric Rm. M04			
127	Question Response	Riser diagram E701 references the 600A docking station to be located outside of the Main Electrical Rm. The 600A Emergency Docking Station shall be located on the exterior of the Electric Room M04.			
128	Question Response	The actual location of the docking station is not shown in any of the electrical drawings so please confirm that is the correct location. See response for question 127			
129	Question Response	Will emergency panel feeders need to be 2 hour fire rated cable? A 2 hour fire-rated cable will be required from the generator to ATS#1 and from the Emergency Docking Station to ATS#2.			
130	Question Response	The insulation specification calls for duct wrap on ductwork. No Rigid Board duct insulation is specified. Please verify that exposed ductwork is to be covered with duct wrap insulation. See response to question #32.			
131	Question Response	Please confirm electrical consumption charges for areas occupied by students be paid for by the owner. Confirmed.			

Question No.		Question and Response			
132	Question	Please reference 23 22 00 -4.B External Insulation. Does the Outside and Exhaust only get done in mechanical room?			
	Response	Outside air from DOAS to building shall get 1/2" thick fiberlass duct wrap for condensation prevention. Specifications will be modified in addendum.			
133	Question	The feeder for the Fire Pump shown on E701 is called to be 4#4 +#8G, 2" C but this does not reflect the correct sizing for a 400A fire pump disconnect that's shown. Please advise. Also, this feeder shall be 2-hour fire rated correct?			
	Response	This feeder is not sized at six (6) times the FLA of the 40HP Fire Pump.			
134	Question	Is MC cable acceptable for branch circuit homeruns back to the panel?			
	Response	Type MC cable shall be permitted to be installed in compliance with Parts II and III of Article 725 and 770.133 as applicable and in accordance with 330.10(B)(1) through (B)(4).			
135	Question	Is Square D the only acceptable manufacturer for the electrical equipment? The transformer schedules shown on E701 and the switchboard on part plan #2 on drawing E113 state Square D but the Specs. List other approved vendors.			
	Response	Contractor can use all acceptable manufacturers.			
136	Question	There are two alternate #2's. Please revised bid form for clarity.			
	Response	The item numbers and alternate numbers will be reconciled. The item numbers take precedence.			
137	Question	Please expand upon Item #8, Alternate #6 on the bid form: Steel Benches Corridors where indicated in plans.			
	Response	Steel Benches are found in corridors 900, 901, 902 and 911			
138	Question	There are two A413's and neither appear to be the "Exterior Reflected Ceiling Plans – Overall" as described on the drawing list. Please advise.			
	Response	A413 - EXTERIOR REFLECTED CEILING PLANS OVERALL has been renumbered and named A414 - EXTERIOR REFLECTED CEILING PLANS.			
139	Question	Drawings A442, A581, A582, A591 appear to be cut off/missing information; please advise.			
	Response	A581 and A582 have been corrected in Addendum 3. Sheet A442 can be removed from the set as it is a duplicate of A441. Sheet A591 can be removed from the set as it does not contain any information.			
140	Question	Please confirm furniture and equipment shown on drawings A910-A912e are by owner.			
	Response	Confirmed.			
141	Question	074213.13/074229 - Provide Elevation and Details for Exterior Performance Mockup referenced			
	Response				
142	Question	074213.13 - 501.2 Water Testing is referenced for the mockup and final installed panels. Metal Panel system is a rainscreen and by definition not water-tight. Please advise intent and if water testing is required, clarify extent of testing area(s).			
	Response	Rainscreen assembly mock-up shall be tested for drainage.			
143	Question	074213.53 Metal Soffit Panels – 2.2B-1 – There are several metal wall panel finishes, please clarify which finish panels are to match and if multiple finishes will be anticipated as there are material order minimums for custom finishes.			
	Response	All metal soffit panels shall match the finish and color of Metal Wall Panel MWP-1.			
144	Question	Please advise if the expected start date of Summer 2023 listed on the phasing plans is still accurate for this project.			
	Response	The Summer 2023 start date is not accurate. The actual start date will be determined by the Notice to Proceed.			
145	Question	Please consider the night-work requirement for Phases 2 and 3 – Fall to Summer . We request these requirements are removed and the Contractor is permitted to work during regular business hours, behind temporary partitions with strictly no interference to school operations. Night-work can limit subcontractor participation and cause staffing difficulties.			
	Response	See prior responses. The Summer and School Year hours apply, as well as City noise ordinances. The project should be bid accordingly. Adjustments will be at the discretion of the project manager.			

Question No.		Question and Response			
146	Question	Please clarify intent for the Platform Lighting Rm. 142B. The specification does not line up with the drawing. Section 265561-Theatrical Lighting System calls for a full theatrical system with power controls, distribution, and theatrical fixtures. Drawing EL200 depicts the stage lighting as 3 runs of track lighting Fixture Type E1. If a full theatrical system is desired, please provide system riser and layout drawings.			
	Response				
147	Question	Does the 10 ga plate at windows go around the jamb as well? There are only cuts at heads and sills. Please clarify.			
	Response	Yes. Reference details 2, 5, and 8 A602 - A604 for jamb details.			
148	Question	The feeder for the Fire Pump shown on E701 is called to be 4#4 +#8G, 2"C but this does not reflect the correct sizing for a 400A fire pump disconnect that's shown. Please advise. Also, this feeder shall be 2 hour fire rated correct?			
	Response	See response to question #133			
149	Question	Is MC cable acceptable for branch circuit homeruns back to the panel?			
	Response	See response to question #134			
150	Question	Is Square D the only acceptable manufacturer for the electrical equipment? The transformer schedules shown on E701 and the switchboard on part plan #2 on drawing E113 state Square D but the Specs. list other approved vendors.			
	Response	See response to question #135			
151	Question	There are a few discrepancies between the prints and Division 27 documents. a. Print (IT303) states Cat 6 for all data locations Inside Division 27 (272001-1) (1.3 E.) States VoIP lines being Cat6A and in General Notes (IT001) 2.D, Telecom Contractor shall Provide, Install, And Terminate Category 6A Patch Panels For Cables. 2.G , All Data Horizontal Category 6A terminated Sequentially onto Rack Mounted 6a Patch Panels in the LAN rooms. 6.A, Telecom Contractor Shall Provide and Install Category 6A Rj-45 8 pin Modular Jacks in Outlets as Shown on drawings.			
	Response	Please Define What Category cable(6, 6a) is need for data and voice locations.			
	Response	Cat6 to all drops other than WAPs, all WAP drops shall be Cat6A			
152	Question	AP's On(IT302) shows (2) Cat6A Male Rj-45 Jacks going to a single port biscuit box and (1) CAT6 patch cord going to the WAP. This is not a correct solution. Confirm it should read (2) CAT6A Female rj-45 jacks into a two port biscuit box with (2) patch cords. If not, please define amount of cables and boxes and termination method per standard Wap location.			
	Response	Confirmed, detail should read (2) CAT6A Female rj-45 jacks into a two port biscuit box with (2) patch cords.			
153	Question	What is the requirement for cabling by the Low Voltage Contractor for Temporary Facilities?			
	Response	Please clarify this question. It is not clear.			
154	Question	Does category cabling in classrooms, offices, maintenance areas, etc. have a set designation to a specific IDF or MDF rack location?			
	Response	Refer to sheets IT-400-403 for cabling routing plans.			
155	Question	Specification section 232200-4 - B. EXTERNAL INSULATION a. 1) Supply Air b. 2) Outside Air From DOAS-1 to Intake Louver c. 3) Exhaust Air From DOAS-1 to Exhaust Louver Does this mean the Outside and Exhaust only get insulated in mechanical room?			
	Response	See response to question #132.			
156	Question	The specifications for the wood flooring differ from what the drawings show. Please clarify which is correct.			
	Response	Specifications on drawings for wood flooring are correct.			
157	Question	272001 NETWORK AND EQUIPMENT calls for things such as the WAPs and the Switch Gear. Typically the Owner procures this through special programs & vehicles. Please clarify if this is to be by the GC or the Owner.			
	Response	This equipment is by Owner.			
158	Question	There are two different projection screens specified. One in section 115213.19 and another in 116100. Please clarify which is desired.			
	Response	Spec section 115213.19 has been deleted.			

Question No.		Question and Response				
159	Question Response	Spec sections 210513, 210517, 210518, 210548, 210553, 211100, 211200, 211313 appear to have information that needs to be completed. Please advise.				
160	Question Response	Exterior storefront specs call for Kawneer 451T systems however details on pages A600 – A604 call for an ultra thermal system. Please clarify. The representation of storefront mullions in details on A600-A604 should be considered generic. Storfront systems shall comply with section 084113.				
161	Question Response	Specification do not call out for an interior storefront systems however interior details on A628 show an ultra therma system in place,. Please clarify. Interior storefront units are not required to be thermally broken and do not require insulated glazing units.				
162	Question Response	Please provide curtainwall specifications for CW-1 on A632. This spec section has been added.				
163	Question Response	Please see substitution request for metal lockers. Substitutions will not be entertained during the bid period. Alternate manufacturers of lockers complying with the requirements of section 105113 are acceptable. Note the response to question #178 regarding locker type.				
164	Question Response	There is spec section 321813 for synthetic grass surfacing but it's not shown/designated on drawings. Please advise where/if any synthetic grass is to be installed? The section has been removed. Synthetic grass surfacing is not required.				
165	Question Response	Regarding the Tensil Sail Shade: 1. Is there a specification other than "Sunbrella" or equal for the fabric. There are many options and price points. 2. Will this be seasonal? ie: they remove it in the fall and then re-install in spring. The present design will not meet codes for snow loads 3. Who is designing and installing the anchor points/posts for where the sails attach to. There are no details and there will be significant loads placed on all 4 anchor points. 4. What are the dimensions – L x W of the sail? 1. Provide Sunbrella, Sunbrella Shade series fabric. 2. Yes, the shade fabric will be taken down and re-hung seasonally. 3. Refer to Structural Drawings for post details. Anchor-points and connection of tensile sail is delegated design, refer to L150. 4. Refer to response to question #76.				
166	Question Response	Please confirm all onsite pavement markings are to be waterborne paint. That is correct. All marking shall be done with waterborne paint.				
167	Question Response	The aluminum storefront specifications call for the contractor to be NACC certified. Would you be able to waive the NACC certification? NACC certification requirement shall remain; however, if Contractor cannot be certified, it is expected that bids will qualify the lack of certification.				
168	Question Response	Section 275000 Public Address, Intercom and Clock - Part 2 Products 2.1 Manufactures. CTSI has installed a number of the TC U Intercom System for Baltimore City (EX Cherry Hill ES). CTSI is requesting Owner approved system equal. TC U Intercom System is in compliance with requirements for Baltimore City Schools. The drawings also list and show TC U parts for the rack build-up for equipment. TC U is an acceptable intercom system.				
169	Question Response	Please clarify all manual motor starters with thermal overload and combination magnetic motor starters are provided with mechanical equipment but installed by electrical. Will an electrical mechanical connection schedule be provided for all equipment shown on electrical drawings? All manual motor starters				

Question No.		Question and Response			
170	<p>Question</p> <p>On the Fire Alarm drawings, symbol "SD" is shown in multiple locations per drawing. Based off E000 Electrical Legend, these symbols are duct detectors instead of smoke detectors. Please confirm this is correct.</p> <p>Response</p> <p>The SD symbol shown on the electrical drawings is a smoke detector.</p>				
171	<p>Question</p> <p>TPO Specifications mention to install a permanent embedded leak detection monitoring system with sensors over the entire roof area and at vertical walls. Please advise if this continuously monitored leak detection system is truly required. This adds a significant cost to this project and would slow down productivity tremendously.</p> <p>Response</p> <p>The requirement for a continuously monitored leak detection system shall be waived.</p>				
172	<p>Question</p> <p>101100 – Visual Display Units - Can Platinum Display Systems be added as an acceptable manufacturer?</p> <p>Response</p> <p>Yes, provided their products meet performance requirements.</p>				
173	<p>Question</p> <p>101100 – Visual Display Units - On drawing A452, items labeled TB-3C, TB-5C, TB-6C, TB-8C, TB-11C, TB-14C, and TB-15C are shown above the corridor lockers. Are these tack boards by section 101100? If so, please provide dimensions, since they are not listed on the Visual Board Scheduled on A440.</p> <p>Response</p> <p>Visual Board Schedule on A440 has been updated to include all proposed items.</p>				
174	<p>Question</p> <p>101200 – Display Cases - The schedule on 2/A121b lists several cases, but only display case D1 is shown on the drawings. Can you confirm that only D1 is required?</p> <p>Response</p> <p>The schedule on A121b has been updated to show D1 as the only display case.</p>				
175	<p>Question</p> <p>101200 – Display Cases - Paragraph 2.3 B. calls for surface mounted cases, but the drawings detail recessed display cases. Please confirm recessed display cases are required.</p> <p>Response</p> <p>Confirmed. Recessed display cases are required.</p>				
176	<p>Question</p> <p>102113 – Plastic Toilet Compartments</p> <p>1. Can Scranton Products be added as an acceptable manufacturer?</p> <p>2. Can Global Partitions be added as an acceptable manufacturer?</p> <p>3. These are 2 of the few companies that extrude their own HDPE solid plastic material.</p> <p>Response</p> <p>Scranton Products and Global Partitions are acceptable manufacturers.</p>				
177	<p>Question</p> <p>102800 – Toilet, Bath, and Laundry Accessories</p> <p>1. Please remove the under-lavatory guards from the specs. These are provided by the plumbing contractor.</p> <p>Response</p> <p>Section 224000-Plumbing Fixtures refers to section 102800. Specification section division does not dictate scoping of the work.</p>				
178	<p>Question</p> <p>105113 – Metal Lockers</p> <p>1. The specs call for welded lockers. Can you confirm this is required? Knocked-down lockers offer significant cost savings in both material and freight.</p> <p>Response</p> <p>Section 105113 has been revised. Knocked-down lockers are acceptable.</p>				
179	<p>Question</p> <p>105613 – Metal Storage Shelving</p> <p>1. The specs call for Metro wire shelving. Can you confirm this is what is required? Typically schools use metal clip shelving like Hallowell's Hi-Tech Shelving or Republic's Clip Shelving.</p> <p>Response</p> <p>Refer to revised section 105613 in addendum 3.</p>				
180	<p>Question</p> <p>115213.19 – Rear Projection Screens</p> <p>1. The specs call for a fixed frame projection screen with a glass screen surface, but the drawings (detail 6/A121d) show a ceiling recessed projection screen. Please provide specs for the ceiling recessed projection screen.</p> <p>Response</p> <p>Spec section 115213.19 has been deleted.</p>				
181	<p>Question</p> <p>115213.19 – Rear Projection Screens</p> <p>1. Elevation 2D/A441 shows a wall-mounted projection screen. Please provide specs.</p> <p>Response</p> <p>A441 has been updated.</p>				

Question No.		Question and Response			
182	<p>Question</p> <p>Response</p>	<p>Specification Section 231320, 14.1, A states "Typical test bore is provided on plans". Test bore information was not included in the documents provided. Please provide test bore information specifically drill log.</p> <p>Reference Addendum 3 documentation.</p>			
183	<p>Question</p> <p>Response</p>	<p>Please confirm if test bore drilled on-site is to be included in final system total of 111 geothermal boreholes.</p> <p>Confirmed.</p>			
184	<p>Question</p> <p>Response</p>	<p>Drawing UM100, Key Notes 1 and drawing UM200, Detail 4 identify the base bid well depth of 590'. Bid Proposal Item # 7: Alternate #5 states "Additional 250 feet of depth (total of 800ft depth) at geothermal well location." Please confirm bore depth for base bid and Alternate #5.</p> <p>See response to question #55.</p>			
185	<p>Question</p> <p>Response</p>	<p>Section 27 41 00 Audio Visual & Sound Systems 2.1 MATERIALS B. Café A/V System 13. Loudspeakers calls for Extron SF26CT ceiling speakers. Drawing AV211d shows wall speakers (symbol LS-3). Drawing AV001 AV Equipment Schedule LS-3 is indicated to be a Wall Mounted Local Sound Speaker(Dining), Model EV SX-100. Drawing AV500 flow diagram indicates (1) Crown CDi1000 power amplifier with (2) LS-3 speakers. Drawing AV500 flow diagram also indicates (1) Crown CDi1000 power amplifier with (2) LS-# speakers and (1) QSC RMX 1450HDa Power Amplifier with (2) LS-# speakers. Drawing AV501 detail 2 indicates (2) speaker enclosures mounted to the ceiling structure with rigging.</p> <p>Please clarify the type/model of speaker required, quantity and locations. It is assumed that there are (2) EV SX100 wall-mounted speakers and (1) Crown CDi1000 Power Amplifier to drive them.</p> <p>Follow the flow diagram for system requirements. The assumption made here is correct.</p>			
186	<p>Question</p> <p>Response</p>	<p>Section 27 41 00 Audio Visual & Sound Systems 2.1 MATERIALS B. Café A/V System 11. Amplifier lists a. QSC RMX 1450HDa and b. Extron XPA-4002-70V. Drawing AV500 flow diagram indicates (2) Crown CDi1000 power amplifiers and (1) QSC RMX 1450HDa. Drawing AV500 Rack Elevation indicates (1) Extron XPA 4002 70V, (1) Extron XPA-4002 and (1) QSC RMX 1540HDa.</p> <p>Please clarify which amplifier(s) is/are required and the quantity. It is assumed that one (1) Crown CDi1000 Power Amplifier for (2) EV SX100s is the only amplifier required.</p> <p>Follow the flow diagram for system requirements. The assumption made here is correct.</p>			
187	<p>Question</p> <p>Response</p>	<p>Drawing AV001 AV Equipment Schedule indicates the IP-1 Teacher Input Plate to be an Extron DTP T HWP 23D, HDMI Over CAT Transmitter. Drawing AV302 Detail 1 IP-1 indicates (1) Extron WPD110A Passive HDMI/3.5mm Decora inserts and (1) Extron PVT HD RGB Passive HDMI/3.5mm Audio + VGA/3.5mm Audio Plate. Please clarify.</p> <p>Follow drawing AV302 for IP-1 requirements.</p>			
188	<p>Question</p> <p>Response</p>	<p>Drawing AV001 AV Equipment Schedule indicates the OP-1 Teacher Output Plate to be an Extron DTP T HWP 23D, HDMI Over CAT Transmitter. Drawing AV302 Detail 2 indicates a pass through opening. Please clarify.</p> <p>Follow AV302 for requirements.</p>			
189	<p>Question</p> <p>Response</p>	<p>Drawing AV001 AV Equipment Schedule indicates the OP-3 Teacher Output Plate to be a Extron DTP T HWP 231D HDMI over CAT Transmitter. Please confirm.</p> <p>Disregard OP-3, it is not used in this project. Will revise in addendum.</p>			
190	<p>Question</p> <p>Response</p>	<p>Drawing AV301 Detail 5 Extron PoleVault Flow diagram indicates (2) Extron FF-120 ceiling speakers (LS-1 per AV001 AV Equipment Schedule). Classroom RCPs (drawings 211a-3 and 212e) all indicate (4) LS-1 speakers. Please clarify speaker quantity.</p> <p>Two speakers are required, not four.</p>			
191	<p>Question</p>	<p>Drawing AV111d Dining 142/Platform 142b indicates (3) IP-2 HDMI Input Plates (Extron DTP T UWP4K 232 D HDMI over CAT/DTP per AV001 AV Equipment Schedule). Drawing AV500 Detail 5 Dining Flow Diagram indicates only (2) IP-2 HDMI Input Plates. There are only (2) DTP inputs on the specified Extron IN1608xi AV Switcher. All available HDMI inputs are used, so a DTP to HDMI Receiver will not work.</p> <p>Please clarify quantity and locations of IP-2 HDMI Input Plates in the Dining/Platform area.</p>			

Question No.	Question and Response					
	Response	Provide (2) IP-2's, delete the IP-2 on the plan south side of the platform.				
	Question					
	Response					
	Question					
	Response					

BALTIMORE CITY PUBLIC SCHOOLS

Baltimore City Public Schools
Office of Procurement
200 E. North Avenue, Room # 401
Baltimore, MD 21202

September 7, 2023

Addendum #5

Solicitation Number: IFB-24010
Solicitation Title: Renovation and Addition at Armistead Gardens
Pre-K to 8 School #243

The following changes, additions, deletions, and clarifications are hereby made part of the solicitation for the above referenced project and shall be considered in the preparation of the solicitation response and execution of all work. Vendors shall acknowledge receipt of this addendum.

Notice: The following changes and additions should be considered as amendments to the above referenced bid documents.

BID DOCUMENT REVISIONS:

Item # 1: Contract Modification Procedures and Construction Projects Procedures Documents: To post the contract modifications procedures and construction procedures documents. Both documents are attached to this memo.

Item # 2: Hours Clarification: For the duration of the project, work will be permitted between the hours of 7:00 am and 7:00 pm. Coordinate with the Project Manager to minimize impacts to instruction and the surrounding community. Extensions of these hours will be at the determination of the Project Manager.

All other terms and conditions shall remain unchanged.

Failure to acknowledge and respond to this all addenda on your Bid Proposal Form may result in the bid proposal being considered non-responsive.

Date Issued: September 7, 2023

By: Stuart Feldman

SECTION 01260 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

SUMMARY

This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

Related Sections include the following:

1. Division 1 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

MINOR CHANGES IN THE WORK

The BCPS Project Manager, Architect or Construction Manager will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, Notice to Proceed (NTP) for the Minor Changes can be implemented with written notification, or on AIA Document G710, "Architect's Supplemental Instructions.

PROPOSAL REQUESTS

Owner-Initiated Proposal Requests: BCPS Project Manager, Architect or Construction Manager will prepare and issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

2. Proposal Requests are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
3. Within seven (7) calendar days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change.

4. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
5. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
6. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
7. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
8. Comply with requirements in Division 1 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

Proposal Request Forms:

9. Owner-Initiated Proposal Request:
 - a. Initial request: AIA Document G709 or written direction.
 - b. Contractor's proposal: Change Order Request (Proposal), forms attached,
10. Contractor-Initiated Proposals: Change Order Request (Proposal), forms attached.

ALLOWANCES

Allowance Adjustment: To adjust allowance amounts, base each Change Order proposal on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.

11. Include installation costs in purchase amount only where indicated as part of the allowance.
12. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.

Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the Purchase Order amount or Contractor's handling, labor, installation, overhead, and profit. Submit claims within 21 days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. Owner will reject claims submitted later than 21 days after such authorization.

13. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.

14. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

CHANGE ORDER PROCEDURES

On Owner's approval of a Proposal Request, Architect or Construction Manager will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

Change Order Involving Deletions Only: Reduce Contract Sum by amount contractor would have been entitled to if the material, type of work, construction method, or item had not been eliminated. A credit shall be shown on the AIA Application for Payment form G702 (line 2) and a separate line item with description and dollar amount shall be reflected on the AIA form G703 Continuation Sheet. The BCPS Change Order Request Form and Change Order (Estimate) Summary are also required for credits/deductions.

Change Order Proposal Mark-Ups: Provide itemized listing of costs with the following allowable mark-ups.

15. Direct labor cost includes wages paid by Contractor for employees actively engaged in Work. No additional allowance will be made for superintendents. Superintendent is considered as a person with supervisory duties over the foremen.
16. Overhead cost includes, but is not limited to: Superintendent, timekeepers, clerks, stenographers, and watchmen, correspondence, small tools, and small trucks. Overhead also includes cost of maintenance and operation of Contractor's established principal and branch offices and other similar facilities.
17. Contractor's workforce mark-ups:
 - a. 12 percent overhead.
 - b. 8 percent profit.
 - c. Enter direct labor cost (hourly or salary) on certified payroll. Do not include fringe benefits.
 - d. Provide invoices to support material cost.
18. Contractor's equipment mark-ups:
 - a. Includes trucks, machinery, and special equipment owned and operated the Contractor. Does not include small tools and trucks incidental to the Work. Small tools are defined as new equipment that cost \$500.00 or less.
 - b. Rates: Rates shall be agreed to in writing in advance of Work.
 - 1) Apply rates to time when equipment is in operation. Authorized time and rates apply only to work of Change Order.
 - 2) For Owned equipment: Provide the cost of the current "Rental Rate Blue Book" as adjusted for Baltimore, MD or fair market local rental rate plus 8% before taxes, whichever is less.
 - 3) For Rented Equipment: Provide the invoiced cost plus 8% before taxes.
 - 4) No payment for idle time.
 - 5) Invoice cost of equipment operators with Contractor's direct labor cost.
19. Contractor rented equipment mark-ups:

- a. Includes trucks, machinery, and special equipment rented by the Contractor from a bona fide rental firm which is an independent legal entity. Does not include small tools and trucks incidental to the Work. Small tools are defined as new equipment that cost \$500.00 or less.
Rental rates: Rates shall be agreed to in writing in advance of Work.
 - 1) Apply rates to time when equipment is in operation. Authorized time and rates apply only to work of Change Order.
 - 2) Rental rate includes cost of operation.
 - 3) Not to exceed current "Rental Rate Blue Book" as adjusted for Baltimore, MD.
 - 4) Allowable mark-up: 8% of cost exclusive of applicable cost.
 - 5) Applicable taxes will be paid at cost.
 - 6) Invoice cost of equipment operators with Contractor's direct labor cost.
20. Sub-Contractor's workforce mark-ups:
- a. 12% overhead.
 - b. 8% profit.
 - c. Enter direct labor cost (hourly or salary) on certified payroll. Do not include fringe benefits.
 - d. Provide invoices to support material cost.
21. Sub-Contractor's equipment mark-ups:
- a. Includes trucks, machinery, and special equipment owned and operated the Contractor. Does not include small tools and trucks incidental to the Work. Small tools are defined as new equipment that cost \$500.00 or less.
 - b. Rates: Rates shall be agreed to in writing in advance of Work.
 - 1) Apply rates to time when equipment is in operation. Authorized time and rates apply only to work of Change Order.
 - 2) For Owned equipment: Provide the cost of the current "Rental Rate Blue Book" as adjusted for Baltimore, MD or fair market local rental rate plus 8% before taxes, whichever is less.
 - 3) For Rented Equipment: Provide the invoiced cost plus 8% before taxes.
 - 4) No payment for idle time.
 - 5) Invoice cost of equipment operators with Contractor's direct labor cost.
22. Sub-Contractor rented equipment mark-ups:
- a. Includes trucks, machinery, and special equipment rented by the Contractor from a bona fide rental firm which is an independent legal entity. Does not include small tools and trucks incidental to the Work. Small tools are defined as new equipment that cost \$500.00 or less.
 - b. Rental rates: Rates shall be agreed to in writing in advance of Work.
 - 1) Apply rates to time when equipment is in operation. Authorized time and rates apply only to work of Change Order.
 - 2) Rental rate includes cost of operation.
 - 3) Not to exceed current "Rental Rate Blue Book" as adjusted for Baltimore, MD.
 - 4) Applicable taxes will be paid at cost.
 - 5) Invoice cost of equipment operators with Contractor's direct labor cost.

Rental Equipment Rate Time Allowance:

23. Time of active use 8 hours or less: Calculate cost on hourly basis.
24. Time of active use 8 to 24 hours: Calculate cost on daily basis.
25. Time of active use 25 to 120 hours: Calculate cost on weekly basis.
26. Time of active use 121 or more hours: Calculate cost on monthly basis.

CONSTRUCTION CHANGE DIRECTIVE

Construction Change Directive: BCPS Project Manager, Architect or Construction Manager may issue a Construction Change Directive with written notice and/or on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

27. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

28. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

BALTIMORE CITY

PUBLIC SCHOOLS

**Construction Projects
Document Procedures**

Updated 6/21/16

Table of Contents

Pre-Construction Agenda	1
Owner Address for AIA Invoicing	3
Construction Project Management Services	4
CM Services Invoicing Checklist	5
Contractor Invoicing Checklist—AIA Documents Instructions	6
Sample AIA Invoice	7
Sample Credit Change Order on AIA Invoice	9
Sample G707A Consent of Surety Retainage Reduction	11
MBE Construction Forms Procedures	12
Memorandum-MBE Submission Directions	13
MBE Document Submission Requirement for Request for Payment	14
IAC Form 306.4 for MBE	17
IAC Form 306.4 Instruction	18
Subcontractor Partial Release	19
Change Order Procedures	20
Contract Modification Specification 01260	22
DLLR Certified Payroll Record Submittal	27
Change Order Samples	32
Sample Change Order Invoice	37
State Change Order Procedure (Excerpt)	38
Closeout Documents Sample Final Invoice & AIA G704/CMa, G707, G706 & G706a	39-45
Space Use Agreement-Application	46
Project Sign Memorandum (State)	51
State Sample Sign	53
Appendix E—Construction Sign Verbiage	54
Appendix E—Sample School Plaque	55

BALTIMORE CITY PUBLIC SCHOOLS

Baltimore City Public Schools
Office of Procurement
200 E. North Avenue, Room # 401
Baltimore, MD 21202

September 7, 2023

Addendum #6

Solicitation Number: IFB-24010
Solicitation Title: Renovation and Addition at Armistead Gardens
Pre-K to 8 School #243

The following changes, additions, deletions, and clarifications are hereby made part of the solicitation for the above referenced project and shall be considered in the preparation of the solicitation response and execution of all work. Vendors shall acknowledge receipt of this addendum.

Notice: The following changes and additions should be considered as amendments to the above referenced bid documents.

BID DOCUMENT REVISIONS:

Item # 1: New Question Submission Period Date: The question submission period has been extended. The new Deadline to submit questions is **4:00 p.m., Thursday, September 14, 2023.**

Item # 2: New Bid Due Date: The bid due date has changed. The new bid due date is **Thursday, October 5, 2023.** Bids are still due by 11:00 a.m.

All other terms and conditions shall remain unchanged.

Failure to acknowledge and respond to this all addenda on your Bid Proposal Form may result in the bid proposal being considered non-responsive.

Date Issued: September 7, 2023

By: Stuart Feldman