



Office of Purchasing and Supply Services  
Facilities Administration Building  
13300 Old Marlboro Pike, Room 20  
Upper Marlboro, MD 20772  
301-952-6560 Fax: 301-952-6605

Robert Johnson, Esq., Director

**NOTICE OF CONTRACT AWARD**

February 28, 2017

**Keller Brothers, Inc.**  
1012 Rising Ridge Road  
Mount Airy, MD 21771  
Telephone: 301.607.9300  
Fax: 301.607.8578  
Contact: Phillip D. Keller  
Email: [pkeller@kellerbrothers.com](mailto:pkeller@kellerbrothers.com)  
[smouradian@kellerbrothers.com](mailto:smouradian@kellerbrothers.com)

**Buyer: Donna Parks**  
Telephone: 301.952.6567  
Fax: 301.952.6605  
Email: [donna.parks@pgcps.org](mailto:donna.parks@pgcps.org)

**Subject: IFB 024-17 – Tulip Grove Elementary School Major Renovation and Addition Project, PSC No. 16.137.16C**

**Keller Brothers, Inc.** has been selected as the vendor to provide services in accordance with the above-mentioned **IFB 024-17**. This contract sets-forth the terms and conditions and is provided for your review and acceptance. Any changes or additions made by your company must first be accepted by the Purchasing Division before the contract is valid.

The intent of this contract is to provide the Board with an expedited means of procuring supplies and/or services at the lowest cost. This contract is for the convenience of the Board and is considered by Purchasing Department to be a "Non-Exclusive" use contract. The Board does not guarantee any usage. The Board will not be held to purchase any particular Brand, in any groups, prices or discount ranges, but reserves the right to purchase any item/items listed in the price schedule submitted.

Until the **AIA Contract** is signed and the **Notice to Proceed** is issued by Department of Capital Programs, authorization for mobilization or commencement of work is forbidden. Please sign below and return all documents to the **PURCHASING OFFICE** within ten (10) business days. Failure to sign the contract award and return all required documents within the specified time, shall rule your offer null and void and, therefore, award shall be made to the next low responsive bidder.

**PERFORMANCE/PAYMENT BOND**

A 100% Performance Bond and 100% Labor and Material Payment Bond or Certified Check in the amount of **\$21,180,000.00** made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983**, must be submitted to the **PURCHASING OFFICE** with the returned signed **NOTICE OF AWARD WITHIN TEN (10) DAYS**.

**CONTRACT TERM**

The term of the contract will be from date of award until project completion.

**CONTRACT AWARD ESTIMATED AMOUNT**

The estimated amount of award

**\$21,180,000.00**

**INSURANCE**

A Certificate of Insurance, made in favor of the Board of Education of Prince George's County, Upper Marlboro, Maryland 20772-9983, must be submitted to the PURCHASING OFFICE with the returned signed NOTICE OF AWARD within ten (10) business days. The certificate should reference the Solicitation Number as shown herein. It will be the responsibility of the contractor to ensure that a current Certificate of Insurance is on file in the Purchasing Office during the entire period of the contract.

**LIQUIDATED DAMAGES/FAILURE TO PERFORM WORK**

The successful Awardee accepts this contract with the understanding that should they fail to complete the work in an acceptable manner and in the time stated, shall be subject to the payment of liquidated damages as stated in the solicitation documents.

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

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

- a. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$35.00 per day until the monthly report is submitted as required.
- b. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$85.00 per MBE subcontractor.
- c. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the contract.
- d. Failure to meet the Contractor's total MBE participation goal and subgoal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
- e. Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of this contract: \$100.00 per day until the undisputed amount due to the MBE subcontractor is paid.

Notwithstanding the use of liquidated damages, the Board reserves the right to terminate the contract and exercise all other rights and remedies provided in the contract or by law. The successful respondents accepts this contract with the understanding that should they fail to complete the work in an acceptable manner and in the time stated, shall be subject to the payment of liquidated damages as stated in the proposal document.

**AVAILABILITY OF FUNDS**

This contract shall be deemed executory only to the extent of appropriations available to the BOARD for the purchase of such articles. The obligation of the BOARD on all contracts, including those which envision funding through current and successive fiscal years, shall be contingent upon actual BOARD appropriations, including approval of this contract award for funding by the Interagency Committee on Maryland Public School Construction, for the fiscal year(s) involved.

This notice of award, plus the solicitation, your offer and any pertinent documents will constitute the entire contract after acceptance by your firm and the BOARD. Please refer to the IFB 024-17 for all applicable terms and conditions.

**CRIMINAL BACKGROUND CHECK/PHOTO IDENTIFICATION BADGE**

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.

**A. Employees Having Direct Contact with Students:**

Any and all current and future employees of Consultant/Contractors who may have direct contact with students must have a criminal background check and fingerprinting conducted by the Finger Printing Office of the Board before 14 days before beginning work. Previous background checks will not be accepted. The fee for the background check shall be paid by the Consultant/Contractors by check or money order at the time the fingerprinting is performed. No employee can begin work in a PGCPs Schools until results have been received. Violation of this provision may result in Termination for Cause.

**B. Employees Do Not Have Direct Contact With Students:**

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

**C. Employment of Child Sex Offenders:**

The Consultant/Contractor shall at all times be compliant with the Criminal Procedure Article of Annotated Code of Maryland Section 11-722 that 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 child sex offender. If a registered child sex offender is employed by the Consultant/Contractor, the Consultant/Contractor is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any The Board property. Violation of this provision may result in Termination for Cause.

This notice of award, plus the solicitation and any pertinent documents will constitute the entire contract after acceptance by your firm and the BOARD. Please refer to the IFB 024-17 for all applicable terms and conditions.

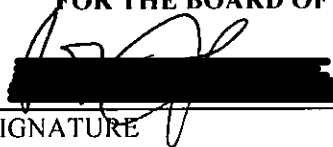
ACCEPTED BY:

**FOR THE FIRM:**

**FOR THE BOARD OF EDUCATION:**



March 7, 2017



3/22/17

SIGNATURE

DATE

SIGNATURE

DATE

Phillip D. Keller, Jr.

NAME

Robert Johnson, Esq.

NAME:

President

TITLE

Director, Purchasing & Supply Services

TITLE

Keller Brothers, Inc.

FIRM

FOR THE BOARD OF EDUCATION  
OF PRINCE GEORGE'S COUNTY  
UPPER MARLBORO, MARYLAND 20772

Contract Pricing

Item Description	Contract Pricing	
Base Bid	\$20,778,000.00	
Contingency Allowance for Unforeseen Conditions (included in above base bid and to be returned if unused)	\$250,000.00	
Contingency Allowance for Installation of an Active Distributed Antenna System (included in above base bid)	\$75,000.00	
Cost of Builder's All Risk Insurance (included in above base bid)	\$18,700.00	
Alternate No. 1 Provide Reading Garden adjacent to Reading Room as identified in drawings	\$60,500.00	
Alternate No. 2 Resinous Matrix Terrazzo flooring within the Main Corridors: 100, 120F, 120D, 120E, 120C, 120B, and 120H	\$82,100.00	
Alternate No. 5 Exterior Bio-Wall	\$58,000.00	
Alternate No. 6 Add Teacher's Lounge and Showers to Transfer Switch	\$2,700.00	
Alternate No. 7 Provide a Mounted Projector at the Multi-Purpose Room	\$10,300.00	
Alternate No. 10 Playground "B"	\$92,200.00	
Alternate No. 11 Playground "C"	\$96,200.00	
<b>Total Base Bid and Alternates</b>	<b>\$21,180,000.00</b>	
Unit Pricing	Unit	Unit Pricing
Self-Leveling Concrete Underlayment	SF	\$11.00
Additional Duplex Receptacle Outlet	EA	\$440.00
Additional Data Outlet	EA	\$578.00
Additional Telephone Outlet	EA	\$578.00
Additional Video Outlet	EA	500.00
Additional Public Address Speaker	EA	\$660.00
Additional Security Camera (Interior)	EA	\$1,980.00
Additional Security Camera (Exterior)	EA	\$2,310.00
Additional Security Motion Detector	EA	\$2,090.00
Additional Wireless Access Point Data Outlet	EA	\$2,255.00
Repairing/Replacing of Existing Face Masonry	SF	\$137.50
Removal, Hauling, and Disposal of Contaminated Soil	CY	242.00