



THE BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY
13300 OLD MARLBORO PIKE, ROOM 20
UPPER MARLBORO, MD 20772

NOTICE OF CONTRACT AWARD

September 7, 2018

Hess Construction + Engineering Services, Inc.
804 W. Diamond Avenue, Suite 200
Gaithersburg, MD 20878
Phone: 301.670.9000
Contact Email: ahess@hessconstruction.com

Ms. Hiwot Haileselassie
Department of Capital Programs
Tel: (301) 952-6770
Email: Hiwot.Haileselassie@pgcps.org

Subject: DCP 18-22 Bowie Annex HS Limited Renovation Project – Phase I

Hess Construction + Engineering Services, Inc. has been selected as the vendor to provide services in accordance with the above-mentioned DCP 18-22. 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 \$15,841,000.00 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

\$15,841,000.00

THIS NOTICE OF AWARD IS NOT AN ORDER TO COMMENCE SERVICE/WORK OR TO MAKE DELIVERIES at this time. Commence service/work/deliveries only after receipt of a Notice to Proceed issued by Department of Capital Programs.

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.

FINGERPRINTING AND CRIMINAL BACKGROUND CHECKS**Employees Having Direct Contact with and/or Uncontrolled Access to Students:**

- A. Any and all current and future employees of the Vendor who have direct contact with students must have a fingerprinting criminal background check conducted by the Maryland Criminal Justice Information System (CJIS) and the FBI, a Child Protective Services clearance conducted by the Prince George's County Department of Social Services, and complete the SafeSchools training module – *Prince George's County Child Abuse: Mandatory Reporting* and any other required training as appropriate.
- B. All background checks must be completed 15 business days prior to beginning work in and around PGCPs property or engaging in any authorized activities involved PGCPs students. The background checks must be completed by the Fingerprinting Office in the Sasscer Administrative Building or by the PGCPs satellite fingerprinting offices located in Prince George's County. No person may begin working in PGCPs until 15 days after completing the background clearance process (fingerprint and CPS) and required online training through SafeSchools.
- C. Prior to initiating any work at a school building, current and future employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff, consultants and instructors of the Vendor must sign in and sign out via the Raptor Visitor Management System, which requires a copy of their government issued identification.

Restrictions on Employee Assignments:

Vendors are prohibited from assigning the following persons from working at a PGCPs location:

- A. Registered sex offenders (Maryland Code, Criminal Procedure Article Section 11-722)
- B. Individuals convicted of a crime involving third or fourth degree sexual offense under sections 3-307 or 3-308 of the Criminal Law Article; child sexual abuse under Section 3-602 of the Criminal Law Article; a crime of violence as defined in Section 14-101 of the Criminal Law Article; or comparable offenses in another state. (Annotated Code of Maryland, Education Article Section 6-113)
- C. Individuals identified as an alleged abuse or neglecter following completion of a Child Protective Services investigation with a finding of "indicated" child abuse or neglect.

CRIMINAL BACKGROUND CHECKS**1. GENERAL PROVISIONS**

- A. It is the responsibility of the Vendor to make certain that its employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff, consultants and any instructors meet the background check and training requirements specified below.

B. The Vendor agrees to provide the designated PGCPs representative with a list of all current employees and an immediate update of changes in personnel, employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff and any instructors. All correspondence should include the following information as applicable:

- i. title of the project
- ii. school/office
- iii. solicitation number
- iv. contract number; and
- v. PGCPs representative/project manager

C. An Executed Contract will not be issued by the PGCPs Purchasing Department until proof has been provided that the background check and training requirements below have been completed 15 days following the issuance of Notice of Award.

Compliance with Laws

Offerors shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to the services to be rendered under this Contract. Offerors violation of any of these laws, statutes, ordinances, rules or regulations constitutes a breach of this Contract and entitles the Board to terminate this Contract immediately upon delivery of written notice of termination to Offeror.

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 DCP 18-22 for all applicable terms and conditions.

ACCEPTED BY:		ACCEPTED BY:	
<p style="text-align: center;">FOR THE FIRM:</p> <div style="background-color: black; width: 100px; height: 20px; margin: 0 auto;"></div> <p style="text-align: right; margin-right: 20px;">9-7-18</p>	<p style="text-align: center;">FOR THE BOARD OF EDUCATION:</p> <div style="background-color: black; width: 100px; height: 20px; margin: 0 auto;"></div> <p style="text-align: right; margin-right: 20px;">9/7/18</p>	<p>SIGNATURE</p> <hr/> <p>ANDREW D. HESS</p>	<p>SIGNATURE</p> <hr/> <p>Robert Johnson, Esq.</p>
<p>DATE</p>	<p>DATE</p>	<p>NAME</p> <hr/> <p>PRESIDENT & CEO</p>	<p>NAME:</p> <hr/> <p>Director, Purchasing & Supply Services</p>
<p>TITLE</p>	<p>TITLE</p>	<p>FIRM</p> <hr/> <p>Hess Construction & Eng. Services Inc</p>	<p>FOR THE BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY UPPER MARLBORO, MARYLAND 20772</p>

Contract Pricing

Item Description	Contract Pricing
Base Bid	\$13,660,000.00
Alternate No. 1	\$1,629,000.00
Alternate No. 3	\$319,000.00
Alternate No. 6	\$32,000.00
Alternate No. 7	\$32,000.00
Alternate No. 8	\$150,000.00
Alternate No. 10	\$19,000.00
Contingency Allowance (included in base bid)	\$400,000.00
Contingency Allowance for Hardware (included in base bid)	\$12,000.00
Builder's All Risk Insurance	\$10,000.00
Total Contract Award	\$15,841,000.00