

IAC MEETING AGENDA Thursday, July 11, 2024

Virtual Meeting 9:00 a.m.

Live and archived streams of IAC meetings are available at https://mdschoolconstruction.org to sign up for public comment.

Introduction

- Meeting called to order
- Roll Call
- Revisions to the Agenda
- Public Comment

		Presenter	Page
1	Executive Director's Report	Alex Donahue, Executive Director	
2	Consent Agenda A. June 13, 2024 Meeting Minutes B. Contract Awards C. Revisions to Previously Approved Contracts D. Easement	Alex Donahue, Executive Director	3* 10* 86* 87*
3	2025 Cost Per Square Foot for School Construction	Cassandra Viscarra, Deputy Director; Lisa Vaughn, Capital Projects Manager	88*
4	Capital Improvement Program Instructions Amendment	Arabia Davis, Funding Programs Manager; Cassandra Viscarra, Deputy Director	89*
5	FY 2026 Capital Improvement Program Schedule	Arabia Davis, Funding Programs Manager; Cassandra Viscarra, Deputy Director	108*
6	FY 2025 Healthy Schools Facility Fund Recommendations for Funding	Arabia Davis, Funding Programs Manager	109*
7	FY 2025 School Safety Grant Program Memorandum of Understanding and Notice of Funding Availability	Cassandra Viscarra, Deputy Director; Arabia Davis, Funding Programs Manager; Gifty Quarshie, Fiscal & Grants Program Manager, Maryland Center for School Safety (MCSS)	121*
8	FY 2023 Capital Improvement Program Project Rescission - Baltimore County Public Schools - Rosedale Center (PSC 03.015) Roof Project	Lisa Vaughn, Capital Projects Manager; Tatyana Tate, Funding Programs & Finance Assistant	140*
9	Change of Educational Function and Payment of Outstanding Bond Debt - Baltimore County Public Schools - Rosedale Center (PSC 03.015)	Victoria Howard, Policy Analyst; Lisa Vaughn, Capital Projects Manager	143*
10	FY 2023 Capital Improvement Program Rescission Requests - Baltimore City Public Schools	Tatyana Tate, Funding Programs & Finance Assistant; Eugene Shanholtz, Lead Capital Projects Manager	144*
11	FY 2025 Capital Improvement Program (CIP) Amendment - Baltimore City Public Schools - Armistead Gardens PreK-8 #243 (PSC 30.186) & Maree G Farring Elementary/Middle School Annex (PSC 30.286)	Tatyana Tate, Funding Programs & Finance Assistant; Eugene Shanholtz, Lead Capital Projects Manager	149*

^{*}Action Item

	Built to Learn Funding Request - Baltimore County	Tatyana Tate, Funding Programs & Finance	150	t
	Public Schools - Dundalk High/Sollers Point	Assistant; Lisa Vaughn, Capital Projects		
	Technical High School (PSC 03.140) Addition Project	Manager		
13	Built to Learn Funding Request and Gross Area	Tatyana Tate, Funding Programs & Finance	152	k
	Baseline Variance - Baltimore County Public Schools	Assistant; Lisa Vaughn, Capital Projects		
	- Deer Park Elementary (PSC 03.222) Replacement	Manager		
14	Emergency Project Award Amendment - Calvert	Lisa Vaughn, Capital Projects Manager	154	t
	County Public Schools - Huntingtown Elementary			
	(PSC 04.010) Septic System Replacement Project			
15	Disposal of State-Owned Relocatable Unit #533-10	Eugene Shanholtz, Lead Capital Projects	157	¥
	and Funding for Demolition - St. Mary's County Public	Manager		
	Schools - Park Hall Elementary (PSC 18.029)			
16	Disposal of State-Owned Relocatable Unit #38397	Eugene Shanholtz, Lead Capital Projects	162	k
	and Funding for Demolition - St. Mary's County Public	Manager		
	Schools - Benjamin Banneker Elementary (PSC	_		
	18.005)			

Announcements



Item 2.A. June 13, 2024 IAC Meeting Minutes

Motion:

To approve the draft June 13, 2024 IAC Meeting Minutes, as presented.



Wes Moore | Governor

Edward J. Kasemeyer | Chair

Alex Donahue | Executive Director

DRAFT Meeting Minutes – June 13, 2024

Call to Order:

Chair Edward Kasemeyer called the video-conference meeting of the Interagency Commission on School Construction to order at 9:00 a.m.

Members in Attendance:

Edward Kasemeyer, Appointee of the President of the Senate, Chair Linda Eberhart, Appointee of the Speaker of the House, Vice-chair Secretary Atif Chaudhry, Maryland Department of General Services Michael Darenberg, Appointee of the Governor Chuck Boyd as Designee for Secretary Rebecca Flora, Maryland Department of Planning Gloria Lawlah, Appointee of the President of the Senate Krishnanda Tallur as Designee for Dr. Carey M. Wright, State Superintendent of Schools

Members Not in Attendance:

Brian Gibbons, Appointee of the Speaker of the House

Revisions to the Agenda:

None.

Public Comment:

None.

IAC Correspondence:

None.

1. Executive Director's Report - [Informational Only]

Executive Director Alex Donahue gave a brief update to the IAC regarding the ongoing collaboration with Worcester County Public Schools leadership regarding school facilities capital needs. Executive Director Donahue indicated that the Worcester County Commission and Worcester County Board of Education recently decided to convene with the IAC to discuss Buckingham Elementary, as well as other ongoing school facility needs. Executive Director Donahue also indicated that he has been traveling to multiple counties over the past year, in addition to Worcester, to encourage coordination and collaboration between County governments and agencies and the State.

Mr. Darenberg asked how long the IAC had been in discussion with Worcester County. Executive Director Donahue indicated that discussions with the LEA have been ongoing over the past two Capital Improvement Program (CIP) cycles, and that the conversations have broadened to three-party discussions in Worcester County over the past three months.



2. Consent Agenda - [Motion Carried]

Upon a motion made by Vice-chair Eberhart, seconded by Mr. Darenberg, the IAC voted unanimously to pass the consent agenda.

- a. May 9, 2024 Meeting Minutes
 - To approve the draft May 9, 2024 IAC Meeting Minutes, as presented.
- b. Contract Awards
 - To approve contract procurement as presented.
- c. Revisions to Previously Approved Contracts

To approve the revisions to previously approved contract awards as presented to accurately reflect the adjustments to the State and local participation in the contract amounts and/or corrections to project allocation information.

- d. Correction to Project Allocation Reversion
 - To approve the revisions to previously approved contract awards as presented to accurately reflect the adjustments to the State and local participation in the contract amounts and/or corrections to project allocation information.
- e. Pass Through Grant Request Talbot County Public Schools Chapel District Elementary School (PSC #20.006) Renovation/Addition
 - To approve the award of Talbot County Public School's Pass-Through Grant Program (PTG) balance totaling \$1,671 to the Chapel District Elementary School Renovation/Addition project (PSC 20.006).
- 3. Maximum State Allocation Increase and Award of Reserve Funds Washington County Public Schools North Hagerstown High School (PSC 21.024) Window and Masonry Replacement [Motion Carried]

Capital Projects Manager Lisa Vaughn presented a request from Washington County Public Schools to increase the Maximum State Allocation for the North Hagerstown High School Window and Masonry Replacement project by \$317,626, resulting in an increase from \$790,000 to \$1,107,626. Additionally, WCPS requested a transfer of this difference from the Washington County Public Schools reserve account to the FY 2023 CIP project. Ms. Vaughn indicated that the request was a result of project bids coming in higher than anticipated.

Upon a motion made by Mr. Darenberg, seconded by Vice-chair Eberhart, the IAC voted unanimously to increase the Maximum State Allocation for the Washington County North Hagerstown High School (PSC 21.024) Window and Masonry Replacement project from \$790,000 to \$1,107,626 in accordance with COMAR 14.39.02.07 and to transfer \$317,626 from the LEA's reserve funds to the FY 2023 Capital Improvement Program (CIP) project.

4. Public Private Partnership - Prince George's County Public Schools - Informational Only

Executive Director Donahue presented information regarding the ongoing Public-Private Partnership (P3) program with Prince George's County Public Schools (PGCPS) and noted that the IAC's Assistant Attorney General, Heidi Dudderar, was available for related questions. Executive Director Donahue provided an orientation to P3s in general and to the first Maryland P3 to date, and described the purpose and nature of PGCPS's State-supported second P3 that is in the process of being prepared for implementation. Mr. Donahue indicated that staff intend to schedule the approval of the related Memorandum of Understanding (MOU) and Project Agreement (PA) for the IAC's approval at its upcoming July meeting.



Mr. Darenberg asked whether the same developer is managing the P3 process for all eight Prince George's County schools. Executive Director Donahue indicated that it is, in fact, the same developer for all eight of the schools. However, Phase 1 of the P3 program, which was entirely locally funded, involved six other schools and was completed by a different developer. Additionally, Mr. Darenberg asked about the use of the interest earned on the money being held for the P3 Program for PGCPS. Executive Director Donahue indicated that this earned interest is available for use by PGCPS only to pay the P3 Developer for costs incurred under the P3 agreement.

5. Gross Area Baseline Variance – Wicomico County Public Schools – Fruitland Primary School (PSC 22.016) Replacement – [Motion Carried]

Capital Projects Manager Sean Vorsteg presented a request from Wicomico County Public Schools for additional gross square footage (GSF) for a Gross Area Baseline (GAB) variance for the Fruitland Primary School Replacement project. Mr. Vorsteg indicated that IAC staff were in support of the request due to the program at Fruitland not having a traditional elementary grade band structure, and having a younger than typical student population requiring additional space for play spaces, group instruction, storage, nap time, and additional toilet rooms.

Upon a motion made by Secretary Chaudhry, seconded by Vice-chair Eberhart, the IAC voted unanimously to approve a Gross Area Baseline (GAB) variance for an additional 4,858 gross square feet (GSF) at Wicomico County's Fruitland Primary School (PSC 22.016) which increases the eligible building area from 81,067 to 85,925 GSF based upon an eligible enrollment of 596 students.

6. FY 2025 Capital Improvement Program Supplemental Information Report — [Informational Only]

The Maryland State Department of Education's Office of School Facilities' Executive Director, Jillian Storms, presented a report on the results of the Annual Supplemental Survey that is conducted during the CIP submission process. The survey measured five focus areas in school facilities, including air conditioning availability, open space instruction areas, security vestibules, design professionals on staff, and relocatable classrooms.

Mr. Darenberg asked how the Enrollment Growth Relocatable Capacity (EGRC) Grant is utilized, and whether it is used solely for new construction. Ms. Storms indicated that EGRC funds are awarded as part of the CIP program, and Executive Director Donahue indicated that the funds can be used for a variety of project types (new construction, renovation, etc.), but that the purpose of the funding is to address utilization challenges in schools that are utilizing relocatable facilities to accommodate growth.

Mr. Darenberg asked whether EGRC funding can be used to purchase new relocatables, to which Executive Director Donahue indicated that LEAs can use the funding for relocatables, but that many school districts are attempting to phase out relocatables. Chair Kasemeyer asked what the EGRC money is designed to do, if the funding is not being used for new relocatables. Executive Director Donahue stated that the funds are used to increase the available CIP funding for LEAs with high enrollment growth or that may be working to retire their relocatables. Executive Director Donahue also indicated that none of the LEAs have expressed interest in using this funding to purchase new relocatables.



7. Built to Learn Funding Request – Montgomery County Public Schools – JoAnn Leleck Elementary School at Broad Acres (PSC 15.035) Replacement – [Motion Carried]

Funding Programs Assistant Sheron Johnson presented the request from Montgomery County Public Schools (MCPS) that \$8,048,000 of the Built to Learn (BTL) allocation for MCPS be applied to the JoAnn Leleck Elementary School replacement project. Ms. Johnson indicated that due to the available capacity at adjacent schools, IAC staff recommend support based on 66 eligible students, as well as additional square footage to support community services and programming for English Language Learners.

Upon a motion made by Senator Lawlah, seconded by Mr. Boyd, the IAC voted unanimously to approve Montgomery County Public Schools' (MCPS) request for Built to Learn (BTL) construction funding for the JoAnn Leleck Elementary School at Broad Acres (PSC 15.035) Replacement Project totaling \$8,048,000.

8. Built to Learn Funding Request and FY 2025 Capital Improvement Program Maximum State Allocation Revision – Montgomery County Public Schools – Crown High School (PSC 15.284) New Construction – [Motion Carried]

Ms. Johnson presented the request from MCPS that their remaining Built to Learn (BTL) allocation balance of \$42,008,500 be applied to the new construction of Crown High School. Ms. Johnson indicated that MCPS is eligible for 150% of the Gross Area Baseline for the portion of the project funded by BTL, resulting in an increase to the eligible square footage and an increase to the Maximum State Allocation from the original \$92,0820,000 identified in the FY25 CIP to \$98,281,000.

Upon a motion made by Vice-chair Eberhart, seconded by Mr. Boyd, the IAC voted unanimously to approve Montgomery County Public Schools' (MCPS) request for Built to Learn (BTL) construction funding for the new Crown High School (PSC 15.284) totaling \$42,008,500 and to amend the FY 2025 Capital Improvement Program to reflect a Maximum State Allocation of \$98,281,000.

9. Nonpublic Aging Schools Program & Nonpublic School Safety Grants Procedure Revisions and Exception Approvals — [Motion Carried]

Deputy Director Cassandra Viscarra presented an item which delegated authority to grant one-time exceptions to award reimbursements of Nonpublic Aging Schools Program requests and Nonpublic School Safety grants to the Maryland State Department of Education's Office of School Facilities Executive Director and revised existing scope change requirements for the programs. Ms. Viscarra indicated that approval of this item would result in more efficient processing of reimbursement requests, and would streamline communication between non-public schools and the State.

Upon a motion made by Mr. Boyd, seconded by Vice-chair Eberhart, the IAC voted unanimously to:

Allow the Executive Director of the Maryland State Department of Education (MSDE) Office
of School Facilities (OSF) to review exceptions to the Nonpublic Aging Schools Program
(NASP) FY 2023, 2022, 2021, and 2020 and Nonpublic School Safety Grants (NPSI) FY 2021
procedures requirement that grant recipients may submit only one invoice for
reimbursement only for projects that have received reimbursement prior to the date of this
action;



- To allow the Executive Director of the MSDE OSF to grant extensions to the deadline for grant recipients to submit the Request for Reimbursement form to the MSDE OSF for the FY 2020, 2021, and 2022 NASP cycles and for the FY 2021 NPSI cycle to no later than July 31, 2024; and
- 3. To revise all annual NASP and NPSI procedures to omit the requirement that scope changes be submitted to the MSDE OSF prior to contract approval and to instead require that, in the event of scope changes to awarded projects for these cycles, grant recipients should provide to the MSDE OSF staff a written request that includes the reason for the change(s) at the time of or prior to the reimbursement request. New project scopes must still be among the scopes eligible for the program.

10. FY 2025 Amendments to Aging Schools Program Administrative Procedures Guide — [Motion Carried]

Ms. Viscarra presented proposed amendments to the Aging Schools Program (ASP) Administrative Procedures Guide (APG). She indicated that these changes clarified the design review requirements that ASP projects of various scopes are subject to prior to award. She noted that these changes are largely technical clarifications and do not substantively change the reviews that are currently taking place through the program.

Upon a motion made by Mr. Boyd, seconded by Vice-chair Eberhart, the IAC voted unanimously to amend the Administrative Procedures Guide for the Aging Schools Program to reflect changes to the levels of design review required for certain project types as presented.

11. FY 2025 Amendments to Healthy Schools Facility Fund Administrative Procedures Guide — [Motion Carried]

Ms. Viscarra also presented this item, indicating that it was similar to the ASP amendments, but instead for the Healthy Schools Facility Fund APG.

Upon a motion made by Mr. Darenberg, seconded by Mr. Boyd, the IAC voted unanimously to amend the Administrative Procedures Guide (APG) for the Healthy Schools Facility Fund (HSFF) to reflect changes to the levels of design review required for certain project types as presented.

12. Adoption of Final 14.39.02 COMAR Revisions — [Motion Carried]

Policy Analyst Victoria Howard presented the final COMAR 14.39.02 revisions which were published in the March 22, 2024 Maryland Register. Ms. Howard indicated that these COMAR revisions were heard at the IAC's October 2024 meeting, and were published in the Maryland Register for the requisite 30 days for public comment. The specific amendments incorporate Gross Area Baseline Add-ons by reference, specify means by which an LEA could utilize said add-ons to obtain additional state support, clarify the number of teaching stations in gymnasiums of varying sizes, and renumber existing COMAR regulations to accommodate the additions.

Upon a motion made by Mr. Boyd, seconded by Vice-chair Eberhart, the IAC voted unanimously to adopt the final COMAR revisions as published in the March 22, 2024 Maryland Register (Volume 51, Issue 6, Pages 261-320).

Announcements:

None.



Adjournment:

Upon a motion by Mr. Darenberg, seconded by Vice-chair Eberhart, the IAC voted unanimously to adjourn the meeting at 9:56 am.





Item 2.B. Contract Awards

Motion:

To approve the contract procurements, as presented on the following pages.

Contract Awards Report

LEA Name	Project Name	PSC Number	Company Name	Reco	ommended Local		ommended e Funds		Applicable State Cost Share Percentage	Basis for Award of Contract	Date of the IAC Meeting	Commitment Type
Anne Arundel	Chesapeake High/Wastewater Treatmant Plant	02.012	CPP Construction Company	\$	1,446,300.00	\$	1,767,700.00	\$ 3,214,000.00	55%	Base Bid	07.11.2024	Contract/RFP
Anne Arundel	Chesapeake High/Wastewater Treatment Plant	02.012	Gannett Fleming Inc	\$	82,176.00	\$	66,000.00	\$ 148,176.00	55%	Base Bid	07.11.2024	Contract/RFP
Baltimore City	Kelson Building #157 (Sandtown Winchester Achievement Academy)/Windows and Doors	30.056	Ewing Cole, Inc.	\$	21,950.00	\$	45,550.00	\$ 67,500.00	100%	Base Bid	07.11.2024	Contract/RFP
Calvert	Huntingtown Elementary School/Septic System Replacement	04.010	Earnshaw Brothers, LLC.	\$	231,500.00	\$	168,000.00	\$ 399,500.00	56%	Base Bid	07.11.2024	Other Commitment
Calvert	Huntingtown Elementary School/Septic System Replacement	04.010	Whitman, Requardt & Associates, LLP	\$	62,640.00	\$	16,800.00	\$ 79,440.00	56%	Proposal	07.11.2024	Small Purchase (Quote/Proposal)
Carroll	Mt. Airy Elementary/HVAC	06.030	M & M Welding & Fabricators, Inc.	\$	4,315,280.00	\$	7,040,720.00	\$ 11,356,000.00	62%	Base Bid Plus Alternates	07.11.2024	Contract/RFP
Carroll	North Carroll Middle/Roof	06.028	CitiRoof Corporation	\$	1,468,784.00	\$	2,113,616.00	\$ 3,582,400.00	59%	Base Bid Plus Alternates	07.11.2024	Contract/RFP
Carroll	Oklahoma Road Middle/Air Conditioning	06.043	Phillips Way, Inc	\$	4,797,000.00	\$	6,903,000.00	\$ 11,700,000.00	59%	Base Bid Plus Alternates	07.11.2024	Contract/RFP
Carroll	Spring Garden Elementary/Roof	06.037	Interstate Corporation	\$	1,354,500.00	\$	1,795,500.00	\$ 3,150,000.00	57%	Base Bid	07.11.2024	Contract/RFP
Cecil	North East Middle High/Replacement	07.044	Horst Excavating Company	\$	2,455,287.00	\$	4,766,143.00	\$ 7,221,430.00	66%	Base Bid Plus Alternates	07.11.2024	Contract/RFP
Frederick	Ballenger Creek Elementary/Limited Renovation	10.043	CDW, LLC - CDW Government LLC	\$	21,600.00	\$	50,399.00	\$ 71,999.00	70%	Base Bid	07.11.2024	Intergovernmental Cooperative Agreement
Frederick	Ballenger Creek Elementary/Limited Renovation	10.043	Kids Flooring Source DBA KidCarpet.com	\$	954.30	\$	2,223.00	\$ 3,177.30	70%	Base Bid	07.11.2024	Small Purchase (Quote/Proposal)
Frederick	Oakdale High/Roof	10.073	Keller Brothers, Inc.	\$	74,850.00	\$	174,650.00	\$ 249,500.00	70%	Base Bid	07.11.2024	Contract/RFP
Frederick	Spring Ridge Elementary/Limited Renovation	10.049	CDW, LLC - CDW Government LLC	\$	25,200.00	\$	46,799.00	\$ 71,999.00	65%	Base Bid	07.11.2024	Intergovernmental Cooperative Agreement
Frederick	Spring Ridge Elementary/Limited Renovation	10.049	Kids Flooring Source DBA KidCarpet.com	\$	1,112.30	\$	2,065.00	\$ 3,177.30	65%	Base Bid	07.11.2024	Small Purchase (Quote/Proposal)
Montgomery	Diamond Elementary/Roof	15.104	R. D. Bean, Inc.	\$	816,555.00	\$	816,554.00	\$ 1,633,109.00	50%	Base Bid	07.11.2024	Contract/RFP
Montgomery	Gaithersburg Middle/HVAC	15.068	Shapiro & Duncan, Inc.	\$	3,911,500.00	\$	3,267,000.00	\$ 7,178,500.00	55%	Base Bid	07.11.2024	Contract/RFP
Montgomery	Kennedy (John F.) High/Roof Phase I	15.172	Orndorff & Spaid, Inc.	\$	1,998,523.00	\$	1,344,500.00	\$ 3,343,023.00	50%	Base Bid	07.11.2024	Contract/RFP
Montgomery	Northwest High/Roof	15.239	Orndorff & Spaid, Inc.	\$	1,075,742.00	_	898,500.00	\$ 1,974,242.00	50%	Base Bid	07.11.2024	Contract/RFP
Montgomery	Poolesville Elementary/Immediate Risk		Metro Metal Services, Inc.	\$	222,316.65	\$	197,500.00	\$ 419,816.65	50%	Base Bid	07.11.2024	Contract/RFP
Montgomery	Watkins Mill High/HVAC	15.166	Denver-Elek, Inc.	\$	3,200,000.00	\$	3,200,000.00	\$ 6,400,000.00	50%	Base Bid	07.11.2024	Contract/RFP
Prince George's	Columbia Park Elementary/Roof	16.147	Autumn Contracting, Inc.	\$	597,371.00	\$	1,479,929.00	\$ 2,077,300.00	73%	Base Bid Plus Alternates	07.11.2024	Contract/RFP
Prince George's	John Hanson Montessori/Roof	16.128	SGK Contracting, Inc.	\$	1,062,500.00	\$	2,737,500.00	\$ 3,800,000.00	73%	Base Bid Plus Alternates	07.11.2024	Contract/RFP
Prince George's	Lewisdale Elementary/Roof	16.049	Autumn Contracting, Inc.	\$	739,634.00	\$	1,864,566.00	\$ 2,604,200.00	73%	Base Bid Plus Alternates	07.11.2024	Contract/RFP
Talbot	Chapel District Elementary/Renovation Addition	20.006	Whiting Turner Contracting Company	\$	31,465,694.00	\$	6,454,306.00	\$ 37,920,000.00	55%	Base Bid Plus Alternates	07.11.2024	Contract/RFP
Washington	Williamsport High/Roof	21.031	SGK Contracting, Inc.	\$	617,797.00	\$	2,324,093.00	\$ 2,941,890.00	79%	Base Bid Plus Alternates	07.11.2024	Contract/RFP
Wicomico	Pittsville Elementary Middle School/Roof	22.019	Becker Morgan Group Inc.	\$	59,000.00	\$	66,100.00	\$ 125,100.00	100%	Base Bid	07.11.2024	Contract/RFP
Wicomico	Pittsville Elementary Middle School/Roof	22.019	Wilfre Co., Inc.	\$	10,640.00	\$	19,410.00	\$ 30,050.00	100%	Base Bid	07.11.2024	Job-Order-Contract

PREVAILING WAGE BID FORM

Bid Number: 24	CN-259			
PSC No.: N/A			Owner:	Anne Arundel County Public Schools
Data - CDid Colon		April 18, 2024		Office of Purchasing 2644 Riva Road
Date of Bid Subn	nission:	April 18, 2024	reference to	Annapolis, MD 21401
				G was
Bid Documents I	Dated:	March 13, 2024	Engineer:	Gannett Fleming Rutherford Road, Suite 300
				Baltimore, MD 21244
				443.348.2017
_				
Contractor:		ruction Company	Project Manager	T. Slade Van Tine
	26 N Summ	rg, MD 20877		Anne Arundel County Public Schools 9034 Fort Smallwood Road
				Pasadena, MD 21122
	Tel. # 301	1-355-7692	-	443-770-5257
Project: Chesa	ipeake C	omplex Wastewater I	lolding Tank	
1 The undersion	ad havin	a bacoma familiar with	the local conditions offer	cting the cost of the Work and with the
				ugh 2 thereto, and on file in the
				, hereby proposes to furnish all labor,
				or the above cited Project for the sum of
(in words and fig			•	•
Addenda:				
Receint	of the fol	lowing Addenda is ackn	owledged:	
	um No. 1		Addendum N	o. Dated
	um No. 2		Addendum N	
Addend	lum No	Dated	Addendum N	o Dated
	um No.		Addendum N	
Addend	lum No	Dated	Addendum N	o Dated
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BASE BID: Th	wee n	null owt weillin	idred fourteen t	housand (\$ 3,214,000,00)
		(Wor	rds) and No	cents (Figures)
*3.T-4 !64b- 4-4-	-1 !4	4b \$100 000 - L:Jb		hidhiosion
Note: If the total	ai is greate	er man \$100,000, a bid t	ond must accompany the	DIG SUDMISSION
CONTINGENT	TEMS:			
			of the Contingent Items be	low in Specification Section 01150
				ified in the Contract Documents, or
				ments, will be paid for in accordance
				will be submitted with the Bid and
				low are applicable to all Work in this
				ntractor or his Subcontractors. Unit Il Contractor. Prices as stated shall
				undersigned acknowledges the unit
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Board of Education o Bid Form)I Anne Aru	naci County		3/12/2024

ANNE ARUNDEL COUNTY PUBLIC SCHOOLS ARCHITECTUAL AND ENGINEERING SERVICES PROPOSAL SUMMARY

PROJECT TITLE: Chesapeake High School Complex WWTP Upgrade

RFP NUMBER: 18CN-043-086

<u>SCHEDULE</u>	<u>DATE</u>

Notice-to-Proceed (NTP)

Immediately After Board Approval

50% Submission120 Days AROOn-Board Review150 Days ARO95% Submission210 Days AROOn-Board Review240 Days AROFinal Documents (4 to 6 weeks to Bid Opening)270 Days ARO

Bids Due 42 Days after Final Documents

Construction Starts Immediately After Supervisor of

Purchasing Signs Contract and NTP

Substantial Completion 120 Days ARO

FEE

Firm fixed fee for this task \$148,176.00

FEE BREAKDOWN

<u>Phase</u>	<u>Fee</u>
Design Phase	\$136,469.00
Bid Phase	11,707.00
Construction Administration Phase	N/A

Subconsultant Firm(s)	MDOT Cert. No.	% of Utilization
1. Capital Development Design Inc.	97-438	4.0
2. E2CR, Inc.	98-293	7.5
3.		
4.		
5.		
Total		11.5%

PROJECT BUDGET

AACPS Construction cost estimate for this project is \$394,000

INSTRUCTION NOTE: In space(s) that do not apply to the proposal, place "N/A".

In the SCHEDULE section, you shall use calendar days starting with NTP.

ARO: After Receipt of Order

Award of 18CN-043-086, Architectural, Engineering, Design, and Construction Administration Services for the Wastewater Treatment Plant Upgrade at Chesapeake High School Complex, to Gannett Fleming.

AACPS Meade Middle School

AACPS Meade Heights Elementary School

AACPS Broadneck High School

Award \$148,176

Facilities Estimate \$400,000

Substantial Completion Date: 08/15/2023

Baltimore City Public School Request for Fee Proposal

Architectural Design Consultant Services

Window and Exterior Door Replacement Design at the

Kelson Building (Sandtown Winchester Achievement Academy) #157

Contract RFP-20007 Solicitation IFB-23138

Company Name: **Ewing Cole, Inc.**

Due Date: Wednesday, February 28, 2024, by 11:00 a.m.

Baltimore City Public Schools is requesting an on-call architectural consultant to submit a fee proposal for Window and Exterior Replacement Design at the Kelson Building (Sandtown Winchester Achievement Academy) #157.

Fee Proposal shall be delivered via e-mail to Mr. Stuart Feldman at safeldman@bcps.k12.md.us.

Scope of Work:

City Schools is asking selected on-call architectural consulting firm to submit a fee proposal for Window and Exterior Replacement Design at Kelson Building (Sandtown Winchester Achievement Academy) #157, under existing Contract RFP-20007. The scope and requirements of this proposal are outlined in the following pages.

Total Lump Sum Price = \$ Sixty-seven thousand five hundred (\$67,500)

Note: Attached MBE form for project shall be returned to City Schools together with fee proposal on a due date for review by the Minority Office on compliance with contract requirements.

For any additional information related to this request, please contact Ms. Cynthia Smith at csmith03@bcps.k12.md.us or call (410) 361-9212.

The City Schools design project manager for this project will be Melissa Daniel. Please contact him at mrdaniel@bcps.k12.md.us for existing building information or to set up site visits.

Proposal Prepared by:

Company Name: EwingCole

Company Address: 810 Light Street, Baltimore, Maryland 21230 Individual Name & Title: David G. Gaudreau, Managing Partner

Telephone: (410)837-5040

E-Mail: dgaudreau@ewingcole.com

Contract Award Proposal - Calvert County - Huntingtown ES Septic System Renovation

SECTION 00 40 00 REVISED CONTRACTOR PROPOSAL FORM

Submitted by:	Earnshaw Brothers LLC	
,	Complete Firm Name	
	Legal Firm Name	
	P.O. Box 146	
	Address	
	Bryantown, MD 20617	
	City, State, Zip	
	301-274-3969	
	Phone Number	Fax#
	5-16-24	
	Date	

TO: The Board of Education of Calvert County
1305 Dares Beach Road
Prince Frederick, Maryland 20678

1... The undersigned as the General Contractor, having visited the site and carefully examined the Bidding Documents and Specifications, propose to furnish all labor and materials required for:

HUNTINGTOWN ELEMENTARY SCHOOL SEPTIC SYSTEMIC RENOVATION

AT

HUNTINGTOWN ELEMENTARY SCHOOL 4345 HUNTINGTOWN ROAD HUNTINGTOWN, MARYLAND 20739 04.010.22 SR

in strict accordance with the aforesaid documents within the time specified below, for the sum of:

BASE BID	Three Hundred Ninety Nine Thousand Five Hundred	(\$ 399,500.00	
	(amount written in words)		

(HES SEPTIC SYSTEM REPLACEMENT)

ADD ALTERNATE #1	Eighteen Thousand
------------------	-------------------

(\$ 18,000.00

(amount written in words)

(EPOXY COATING FOR WET WELL)

4 Tanks - \$4,500.00 Per Tank

UNIT PRICES

All Bidders shall complete the Unit Price Schedule below as part of the Contractor's Proposal Form. Failure to complete ALL portions of the Unit Price Schedule will result in the submitted proposal being considered "non-responsive" and may be cause for the rejection of the Contractor's Proposal.

The quantities for the Work identified below are unknown or otherwise unconfirmed so Unit Prices are required to compensate the Contractor for the actual quantity of Work performed. The estimated costs will either increase or decrease based on the actual quantities of repairs. This Unit Price Schedule indicates the estimated quantities to be used for bidding purposes.

Unit prices shall include the costs of all supervision, labor, equipment, materials, overhead, profit, applicable taxes, and costs for insurance and bond. These prices are based on work being completed during the period of the Contract.

Unit Price totals provided by the Bidder that remain or are otherwise unused at the completion of Work will be returned to the Owner, in full, via deductive Change Order.

Unit Price Items shall be included in above Base Bid price.

ITEM DE	SCRIPTION	INCLUDED IN BASE BID	UNIT PRICE	TOTAL: (QTY. x
(EARTHWORK (EW) / CSI DIVISION 31)			
So	move and Replace Unsuitable ils (Contingency "As eded")	10 CY	\$60.00/EA	\$_600.00

2. If the undersigned is notified of the acceptance of this proposal within forty-five (45) days after the bid opening date, he agrees to execute a contract for the above-stated compensation and to guarantee the performance of this work starting on or after MONDAY 17 JUNE 2024 with completion NO LATER THAN FRIDAY 9 AUGUST 2024.

Contract Award Proposal - Calvert County - Huntingtown ES Septic System Replacement



Whitman, Requardt & Associates, LLP

Engineers · Architects · Environmental Planners

Est. 1915

June 8, 2023

Ms. Shuchita Warner, ALEP, LEED AP Director of School Construction Calvert County Public Schools 1305 Dares Beach Road Prince Frederick, MD 20678

Re:

Huntingtown Elementary School

Onsite Septic Disposal System Final Design Whitman, Requardt & Associates, LLP

Proposal for Additional Services - System Final Design and Limited Construction Phase Services

Dear Ms. Warner:

Whitman, Requardt and Associates, LLP (WRA) respectfully requests your consideration of our proposal to provide additional engineering services and limited construction phase services associated with the final design of an onsite septic disposal system at Huntingtown Elementary School in Huntingtown, Maryland. Our proposal is based on (1) our recently completed feasibility study, (2) our preliminary coordination with the Calvert County Health Department (CCHD) and the Maryland Department of the Environment (MDE), and (3) our experience with similar systems at other K-12 schools in Maryland. This proposal supplements the services outlined in our feasibility study proposal dated April 14, 2022.

1.0 BACKGROUND

Huntingtown Elementary School was constructed in 1970 and is served by a private well and septic system. The current septic system has failed, and the existing septic tank is currently being emptied by a septic contractor and hauler approximately every two weeks. WRA recently completed a feasibility study to determine the design flow of a replacement septic system and a preliminary layout of the disposal area.

Based on percolation tests performed by the CCHD in January 2023, the only feasible onsite area for septic disposal is the grass area between Huntingtown Road and the school building. Based on correspondence from the CCHD in February 2023, the desired design flow was 4,500 gallons per day. WRA prepared a sketch indicating the proposed limits of the disposal area and preliminary disposal trench layout. The disposal area could accommodate a design flow of approximately 4,100 gallons per day. An onsite meeting was held with the CCHD and the MDE on May 18, 2023, where all parties agreed with the proposed disposal area and design flow of approximately 4,100 gallons per day.

The new septic system will be a low-pressure distribution (LPD) system. The system is anticipated to include a dual-compartment septic tank to separate solid waste from liquid waste. Duplex submersible effluent pumps will pump the liquids from a wet well/pump tank to the disposal trenches to allow the effluent to be dispersed throughout the entire absorption area. Effluent will be pumped in doses controlled by water levels using float switches. A mechanical water meter will be installed on the pump discharge for flow measurement/totalization. A remote-control panel with high-water alarms will be provided. The control panel will also automatically alternate the pumps.

Our additional services will include performing final design, permitting services, and limited construction phase services. Design services will include disposal trench design, pump design, and system controls. Permitting services will include obtaining a Calvert County Grading Permit, as well as a CCHD On-Site Sewage Disposal System Septic Installation Permit. Construction phase services will include shop drawing review, responses to contractor RFI's, final punchlist, and general coordination. Our estimated fee takes into consideration the fee that has not been expended from the original feasibility study.

801 South Caroline Street

Baltimore, Maryland 21231

6.0 COMPENSATION

We respectfully request that our approved fee of \$13,250 be increased by \$79,440 to a new Lump Sum total of \$92,690. We have prepared our fee based on our assumptions of your project requirements and our experience with similar types of work. The itemized breakdown of our fee is as follows:

<u>Task</u>	<u>Estima</u>	ted Fee
Design Phase Initiation and Field Investigation Pre-Final Design Final Bid Documents Permitting Bidding Phase Services Construction Phase Services	***	7,795 30,545 16,250 6,040 3,950 18,860
	\$	83,440
Credit Feasibility Study	\$	(4,000)
Total Estimated Fee:	\$	79,440

Invoices will be submitted every four weeks for work performed during the previous four (4) week period and shall be paid by you within 30 days following receipt. The terms and conditions in our original proposal will remain in effect.

We appreciate this opportunity to continue to provide our services to Calvert County Public Schools. If you have any questions or comments regarding our proposal or the project in general, please contact our Project Manager, Mr. Mark Clifford, at your convenience to discuss them.

Very truly yours,

Whitman, Requardt & Associates, LLP

Anthony U. Olsen, P.E. Senior Vice President

Contract Bid Tab - Carroll County - Mt. Airy ES HVAC Replacement

PROJECT NO. 06.030.25 SR

BID NO. 24-017R

SECTION $00\ 03\ 00$ -BID FORM (SUBMIT IN DUPLICATE)

MT. AIRY ELEMENTARY SCHOOL HVAC REPLACEMENT	
Date: 12/06/2023	Owner: Board of Education of Carroll County, MD 125 North Court Street
From Bidder: (Enter all information Requested): Legal Name M&M Welding and Fabricators, Inc.	Westminster, MD 21157 Tel: 410-751-3000
Mail Address: 2701 Back Acre Circle	Project Number: 06.030.25 SR
Mount Airy, MD 21771	MEP Consultant: Kibart, a Bowman Company
Street Address; 2701 Back Acre Circle	Consulting Engineers 300 East Joppa Rd, Suite 501
Mount Airy, MD 21771	Towson, Maryland 21286 Tel: 410-494-1111
Telephone: (301) 948-9330 Fax: (301) 948-7275	Fax: 410-494-1112
Federal ID#:	
State of Maryland Contractor License Number: 06126560 Expires: 04/30/2024	

CCPS: Mt. Airy Elementary HVAC Replacement

BID FORM 00 03 00-1

specified manufacturers' materials and within the Contract time indicated in Section 01 01 00- SUMMARY OF WORK in this Bid and in accordance with all other terms and conditions of the Contract Documents for the Lump Sums as follows. Please note that this project is subject to Maryland State Prevailing Wage Rates.
--

Contract Documents for the Lump Sums as follows. Please note that this project is subject to Maryland State Prevailing Wage Rates.
BASE BID
Complete installed cost for the replacement of HVAC Systems for Mt. Airy Elementary School as indicated on the Drawings and Specifications
Base Bid - Reflects bidding with Maryland State Wage Rates. \$ 10,980,000.00
Please indicate below your bid amount in words:
Ten Million Nine Hundred Eighty Thousand Dollars and/100.
ALTERNATES: In accordance with Section 01 20 00, Article 1.06, provide cost for the following Alternates.
A. ALTERNATE No. 1: All ceiling tile shall be replaced
Two Hundred Ninety Thousand Dollars and 00/100 (Dollars \$ 290,000.00). (Figures)
(Written) (Figures)
B. ALTERNATE No. 2: All light fixtures shall be replaced
Six Hundred Seventy-Five Thousand Dollars and 00/100 (Dollars \$ 675,000.00).
(Written) (Figures)
C. ALTERNATE No. 3: Insert new casework at CUV locations to match existing
Eighty-Six Thousand Dollars and 00/100 (Dollars \$ 86,000.00).
(Written)
UNIT PRICES: Refer to Division 01 20 00 Price and Payment Procedures for unit prices listed in this contract.
NOTE: Quantities shown to be included in the Base Bid. If quantities are exceeded, then a Change Order shall be prepared per the Unit Price Cost indicated.
<u>ADDENDA</u>
Receipt of the following Addenda is acknowledged:
Addendum No. 1 Dated 11/20/2023 Addendum No. 4 Dated 11/29/2023
Addendum No. 2 Dated 11/20/2023 Addendum No. Dated
Addendum No. 3 Dated 11/29/2023 Addendum No. Dated

WARRANTY TO THE LUMP SUM

The undersigned affirms that the above Base Bid and Alternates represent the entire Cost of the Project in accordance with the Bid Documents and that no claim will be made on account of any increase in wage, scales, material prices, taxes, fasts, cost indexes or any other rate affecting the construction industry and/or this Project.

If the undersigned received written notice of the acceptance, at his designated address, within ninety (90) days after

CCPS: Mt. Airy Elementary HVAC Replacement BID FORM 00 03 00-2

Contract Bid Tab - Carroll County - North Carroll MS Roof Replacement

PROJECT NO. 06.028.23HSFF

CCPS: N Carroll Middle School

Roof Replacement BFM #23063

SECTION 00 03 00- BID FORM (SUBMIT IN DUPLICATE)	
CCPS: NORTH CARROLL MIDDLE SCHOOL ROOF REPLACEMENT	February 16, 2024 at 11 AM Via email
Date: 02/20/2024 From Bidder: (Enter all information Requested):	Owner: Board of Education of Carroll County, MD 125 North Court Street Westminster, MD 21157
Legal Name CitiRoof Corporation	Tel: 410-751-3000
Mail Address: 9510 Berger Road Columbia, MD 21046	Project Number: 06.028.24SR
Street Address: 9510 Berger Road Columbia, MD 21046	Architect: BFM Architects 473 North Potomac Street Hagerstown, Maryland 21740 Tel: 301-733-5600
Telephone: (410) <u>381-3100</u>	
Fax: (410) 381-8835	
Federal ID#: 52-1674803	
State of Maryland Contractor License Number: 13112102	
Expires: 04/30/2024	
The state of the s	
The undersigned, having visited and carefully examined the site Announcement and Bid Documents proposes to furnish all labor equipment necessary to construct and properly complete all of the aforesaid documents using only the specified manufacturer indicated in Section 01 01 00 - SUMMARY OF WORK in this Bid a conditions of the Contract Documents for the Lump Sums as fol to State of Maryland Prevailing Wage Rates.	r, specified materials, and specified the work required in strict accordance with s' materials and within the Contract time and in accordance with all other terms and
BASE BID	
Complete installed cost for the replacement of The Roofing Syst School as indicated on the Drawings and Specifications	tems for North Carroll Middle
Base Bid - Reflects bidding with State of Maryland Prevailing Wa	age Rates. \$ 3,523,000.00
Please indicate below your bid amount in words:	
Three Million, Five Hundred Twenty-Three Thous	ond Dollars and/100.
ALTERNATES: In accordance with Section 01 20 00, Article 1.06,	provide cost for the following Alternates.
A. ALTERNATE No. 1: Installation of Metal wall Panels at Gal	ole Ends
Fifty-Nine Thousand, Four Hundred (Written)	(Dollars \$ 59,400.00). (Figures)

BID NO. 24-023C

00 03 00-1

BID FORM

Contract Bid Tab - Carroll County - Oklahoma Road MS HVAC Replacement

PROJECT NO. **06.043.23 HSFF**

State of Maryland Contractor License

Number: 06126747 Expires: 04/30/2024 BID NO. 24-018R

SECTION 00 03 00-BID FORM (SUBMIT IN DUPLICATE)

OKLAHOMA ROAD MIDDLE SCHOOL HVAC REPLACEMENT
Date: December 6, 2023
From Bidder: (Enter all information Requested): Legal Name Phillips Way, Inc.
Mail Address:
2901 Dede Road
Finksburg, MD 21048
Street Address: 2901 Dede Road
Finksburg, MD 21048
Telephone: (410) $\underline{\underline{526-0966}}$ Fax: (_410) $\underline{\underline{526-5560}}$
Federal ID#: 52-1847279

Owner: Board of Education of Carroll
County, MD 125 North Court Street
Westminster, MD 21157

Westminster, MD 2115 Tel: 410-751-3000

Project Number: 06.043.23 HSFF

MEP Consultant: Kibart, a Bowman Company

Consulting Engineers

300 East Joppa Rd, Suite 501 Towson, Maryland 21286 Tel: 410-494-1111

Fax: 410-494-1112

CCPS: Oklahoma Road Middle School HVAC Replacement BID FORM 00 03 00-1

and Bid Documents p and properly comple specified manufacture 01 01 00- SUMMARY	proposes to furnise te all of the workers' materials and OF WORK in the for the Lump Sur	I carefully examined the sh all labor, specified mat rk required in strict acco d within the Contract time nis Bid and in accordance ms as follows. Please not	erials, and specified rdance with the afo indicated in Section with all other terms	equipment nece presaid docume n and conditions	essary to construct nts using only the of the
BASE BID					
Complete installed co		ement of HVAC Systems	for Oklahoma Road	Middle School a	as indicated on
Base Bid - Reflects b	idding with Davis	s Bacon Act Wage Rates.	\$_11,700,000.00		
Please indicate below	your bid amour	nt in words:			
Eleven Mi	llion Seven Hun	dred Thousand Dollars a	nd 00/100	Dollars	and/100.
AI TERNATES: In a	accordance with	Section 01 20 00, Article	1.06 provide cost fo	or the following	Alternates.
		tile shall be replaced	, p. c		
Zero Dollars and		the shall be replaced	/Dellers \$	0	N
(Written)	1 00/100		(Dollars \u00e4	-0- (Figures)	/•
B. ALTERNATE I	No. 2: All light fix	tures shall be replaced			
Six Hundred Ten	Thousand Doll	ars and 00/100	(Dollars \$	610 000 00	1
(Written)			(Dollars \$	(Figures)	/·
C. ALTERNATE I		g system shall be remove tisfactory as required	ed & discarded and	replaced with ne	ew at project completion
	sand Dollars and	d 00/100	(Dollars \$	45,000.00).
(Written)				(Figures)	
UNIT PRICES: Refer NOTE: Quantities s prepared per the Unit	hown to be inclu	0 00 Price and Payment I uded in the Base Bid. If cated.	Procedures for unit p quantities are excee	orices listed in the	nis contract. nange Order shall be
ADDENDA					
Receipt of the follow	wing Addenda	is acknowledged:			
Addendum No	1Da	ated _11/20/2023	Addendum No	4	_Dated11/29/2023
Addendum No	2Da	ated11/20/2023	Addendum No.		_Dated
Addendum No.	3 Da	ated _11/29/2023	Addendum No		_Dated

WARRANTY TO THE LUMP SUM

The undersigned affirms that the above Base Bid and Alternates represent the entire Cost of the Project in accordance with the Bid Documents and that no claim will be made on account of any increase in wage, scales, material prices,

CCPS: Oklahoma Middle School HVAC Replacement

BID FORM 00 03 00-2

Contract Bid Tab - Carroll County - Spring Garden ES Roof Replacement

February 14, 2024

ADDENDUM NO. 2 - ATTACHMENT NO. 1

PROJECT NO. 06.037.25SR

BID NO. 24-024

	SECTION 00 03 00	- REVISED BID FORM	(SUBMIT IN DUPLICATE)
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SECTION 00 03 00 - REVISED BID FORM (SOBMI	
CCPS: SPRING GARDEN ELEMENTARY SCHOOL F	DUE: February 20, 2024 OOF REPLACEMENT via Email by 1:00 PM
CCPS. SPRING GARDEN ELEMENTARY SCHOOL P	VIA EIIIAII DY 1.00 PW
Date: February 20, 2024	Owner: Board of Education of Carroll
From Bidder: (Enter all information Requested) Legal Name Interstate Corporation	County, MD 125 North Court Street Westminster, MD 21157 Tel: 410-751-3000
Mail Address: 16031 Industrial Drive	Project Number: 06.045.024SR
Gaithersburg, MD 20877	Aughitaget, DENA Aughitageta
Street Address:	 Architect: BFM Architects 473 North Potomac Street
16031 Industrial Drive	Hagerstown, Maryland 21740
Gaithersburg, MD 20877	Tel: 301-733-5600
Telephone: (240) 660-2911	
Fax: (_ 240)_660-2912	
Federal ID#: 52-1562512	
State of Maryland Contractor License	
Number: 25738	
Expires: 11/01/2025	
Announcement and Bid Documents proposes to equipment necessary to construct and properly the aforesaid documents using only the specific indicated in Section 01 01 00 - SUMMARY OF W	camined the site and carefully examined the Bid of furnish all labor, specified materials, and specified complete all of the work required in strict accordance with ad manufacturers' materials and within the Contract time (ORK in this Bid and in accordance with all other terms and tump Sums as follows. Please note that this project is subject
BASE BID	
Complete installed cost for the replacement of School as indicated on the Drawings and Specif	The Roofing Systems for Runnymede Elementary cations
Base Bid - Reflects bidding with State of Maryla	nd Prevailing Wage Rates. \$ 3,150,000.00
Please indicate below your bid amount in word	s:
Three Million One Hundre	d Fift_yT hou sandDollars & 0/100.
ALTERNATES: In accordance with Section 01 20 A. ALTERNATE No. 1: Metal Fascia Wall Pan	00, Article 1.06, provide cost for the following Alternates.
Ninety We Thousand Dollar	
(Written)	(Figures)
CCPS: Spring Garden Elem School Roof Replacement BFM #23062	REVISED BID FORM 00 03 00-1

Contract Bid Tab - Cecil County - Northeast MS/HS Replacement

G+P Project No 22105.00

NORTHEAST MIDDLE & HIGH SCHOOL CECIL COUNTY PUBLIC SCHOOLS

	CECIE COOM I	ODLIC
SECTION 00 41 00 – BID FORM		
DATE: _4/12/24		ì.
TO: CECIL COUNTY BOARD OF ED 201 BOOTH STREET ELKTON, MARYLAND 21921	DUCATION	
I/We Harry F Scheid II	of Horst Excavating Company	
Name of Contractor	Name of Company	

The undersigned, having carefully examined the Contract Documents, having visited the site and examined all conditions affecting the work, and having received clarification of all items of doubt, and all addendums listed below, uncertainty or possible conflict, the undersigned hereby agrees to furnish all plant, labor, materials, supplies, equipment, tools, transportation, permits, services and other facilities necessary for the **North East Middle/High School Project** as required in strict accordance with the contract documents and all applicable local, state and federal regulations as follows:

BID PACKAGE # ^{31A}	BID PACKAGE TITLE Sitework
------------------------------	----------------------------

BASE BID 1 – Three (3) Phase Construction Schedule

All labor, materials, bonds, fees, permits, sales taxes, and equipment required to complete the work as specified in project specifications and drawings for the North East Middle/High School Project.

Seven Million Two Hundred Twenty-One Thousand Four Hundred Thirty	Dollars	(\$7,221,430.00)
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BASE BID 2 – Two (2) Phase Construction Schedule

All labor, materials, bonds, fees, permits, sales taxes, and equipment required to complete the work as specified in project specifications and drawings for the North East Middle/High School Project.

Six Million Eight Hundred Fifty-Seven Thousand Seven Hundred Seventy-Six	Dollars (\$ 6,857,776.00)

ADD ALTERNATES

Provide pricing below to include all labor, materials, and associated fees to provide each of the following per the drawings and specifications:

00 41 00 Bid Form Revised ADD#3 Revised ADD#6

ALTERNATE BID #1: Educational casework substra	ite	
No Bid	_ Dollars (\$)
ALTERNATE BID #2: Greenhouse		
Eleven Thousand Seven Hundred Sixteen	Dollars (\$ 11,716.00	_)
ALTERNATE BID #3: Pre-K Room		
No Bid		_)
ALTERNATE BID #4: Front canopy		
No Bid	_ Dollars (\$	_)
ALTERNATE BID #5: Illuminated wall cladding		
No Bid		_)
ALTERNATE BID #6: Mechanical connections		
No Bid	Dollars (\$)
ALTERNATE BID #7: HVAC plumbing connections		
No Bid	Dollars (\$)
ALTERNATE BID #8: Gymnasium ductwork	a a	
No Bid	Dollars (\$)
ALTERNATE BID #9: Electrical wiring for feeders 10	00A and above	
No Bid	Dollars (\$)
ALTERNATE BID #10: Transformer windings		
No Bid	_ Dollars (\$	_)
ALTERNATE BID #11: Electrical branch circuits		
No Bid	Dollars (\$	_)
	50 Hz	

00 41 00 Bid Form Revised ADD#3 Revised ADD#6

Purchase Order - Frederick County - Ballenger Creek ES Limited Renovation **Purchase Order**

Frederick Co. Public Schools

Purchasing - 2nd Floor 191 South East Street Frederick MD 21701 **United States**

> **Supplier:** 0000001792 CDW LLC 2 CORPORATE DR #800 SHELTON CT 06484 PHONE:877/419-1217 Fax: 847/990-8025

Purchase Order		Date	Revision	Page
FCPS1-0000274	148	06/04/2	024	1
Payment Terms	Freight	Terms		Ship Via
30 Days	Destin	ation		Best Way
Requestor: Smit	h, Tammie	S		USD

Ship To: **BALLENGEL**

> Ballenger Creek Elementary 5250 Kingsbrook Drive Frederick MD 21703 **United States** 240-236-2500

Frederick County Public Schools Bill To:

Accounting 2nd Floor 191 South East Street Frederick MD 21701 **United States**

Accounts.Payable@fcps.org

24,375.00

3,245.00

9,867.00

Tax Exempt? Y Tax Exempt ID: 526000941

Line-Sch Item/Description UOM Quantity **PO Price Extended Amt**

Item Total 6626

Item Total 6626J

Item Total 6627

BALLENGER CREEK ELEMENTARY - QUOTE #NWLZ991 / PEPPM 2022

ATTENTION VENDOR: THIS SCHOOL IS CURRENTLY UNDER CONSTRUCTION. PLEASE SCHEDULE DELIVERY FOR THE WEEK OF AUGUST 5, 2024. PLEASE CONTACT TAMMIE SMITH AT 301-644-5176 TO SCHEDULE DELIVERY.

1- 1 NEWLINE Q PRO SERIES 75" 4K UHD LED-BACKLIT LCD 13.00 EA 1,875.00 24,375.00 DISPLAY (7787073) - BID #PEPPM 2022

2-	1	HEIGHT ADJUSTABLE MOUNT, ELECT (6291429), QUOTE#NRXPO49, BID	·) EA	649.00	3,245.00

3-	1	NEWLINE WALL MOUNT STAND, EPR	8A50600-000, 8.00	EA	0.00	0.00
		(5147467), QUOTE #NWLZ825, BI	D #PEPPM 2022			

							Item Total	6630A		0.00
1	1	DELL	CTO 7010TE	125000	25C 1C W11D	(7000(10)	DTD 13 00	17.7	750 00	0 067 00

	DDDD C10 /01013	100001 20	, , , , , , , , , , , ,	(1000012),	עבע	10.00	 733.00	2,007.00
	#PEPPM 2022							

5-	1	DELL CTO WALL	UNDER-THE-DESK	VESA,	(7237828),	BID	13.00	EA	20.00	260.00
		#PEPPM 2022								

							Item Total	6627A		260.00
6-	1	LOGITECH MK370	COMBO MK370	COMBO	GRADHITE	_	13 00	FΔ	35 00	455 00

Bill Med

KEYBOARD AND MOUSE SET, 920-011887, (7487148), BID

#PEPPM 2022

Purchase Order

Frederick Co. Public Schools

Purchasing - 2nd Floor 191 South East Street Frederick MD 21701 United States

> **Supplier:** 0000001792 CDW LLC 2 CORPORATE DR #800 SHELTON CT 06484 PHONE:877/419-1217 Fax: 847/990-8025

Purchase Orde	er	Date	Revision	Page
FCPS1-000027	74448	06/04/2	024	2
Payment Terms	s Freight	Terms		Ship Via
30 Days	Destin	ation		Best Way
Requestor: Sm	ith, Tammie	S		USD

Ship To: BALLENGEL

Ballenger Creek Elementary 5250 Kingsbrook Drive Frederick MD 21703 United States 240-236-2500

Bill To: Frederick County Public Schools

Accounting 2nd Floor 191 South East Street Frederick MD 21701 United States

Accounts.Payable@fcps.org

			Accounts	s.r ayable@icps.	org
	npt? Y Tax Exempt ID: 526000941 Item/Description	Quantity	UOM	PO Price	Extended Amt
ine-scn	nem/bescription	Qualitity	UOIVI	POPIICE	Extended Amit
		Item Total	6626B		455.00
7- 1	INTERACTIVE FLAT PANEL INSTALLATION, (3728082), BID #PEPPM 2022	13.00	EA	400.00	5,200.00
		Item Total	6626C		5,200.00
8- 1	NETWORK CABLE DROP, (3299127), BID #PEPPM 2022	13.00	EA	117.00	1,521.00
		Item Total	6626D		1,521.00
9- 1	NEWLINE STV SERIES 75" LED-BACKLIT LCD DISPLAY STV-7524, (7787085), QUOTE #NWLZ825, BID# PEPPM 2022	,	EA	949.00	15,184.00
		Item Total	6630	_	15,184.00
	NEWLINE WALL MOUNT STAND, EPR8A50600-000, (5147467), QUOTE #NWLZ825, BID #PEPPM 2022	16.00	EA	0.00	0.00
		Item Total	6630A	_	0.00
11- 1	NEWLINE STV SERIES 2 YEAR EXTENDED WARRANTY, #EPR8A00STV-002, (7844938), QUOTE # NWLZ825, BI #PEPPM 2022	16.00 TD	EA	0.00	0.00
		Item Total	6630B	_	0.00
12- 1	TV INSTALLATION, PI1-TV-INST, (3728086), QUOTE NWLZ825, BID #PEPPM 2022	# 16.00	EA	395.00	6,320.00
		Item Total	6630C	_	6,320.00
13- 1	NEWLINE USB POWERED 4K UHD DOCUMENT CAMERA, (6889666), QUOTE #NWLZ991, BID #PEPPM 2022	28.00	EA	199.00	5,572.00

Authorized Signature / Purchasing Manager

Purchase Order

Frederick Co. Public Schools

Purchasing - 2nd Floor 191 South East Street Frederick MD 21701 United States

> **Supplier:** 0000001792 CDW LLC 2 CORPORATE DR #800 SHELTON CT 06484 PHONE:877/419-1217 Fax: 847/990-8025

Purchase Order	Date	Revision	Page
FCPS1-0000274448	06/04/20	024	3
Payment Terms Fr	eight Terms		Ship Via
30 Days De	estination		Best Way
Requestor: Smith, T	ammie S		USD

Ship To: BALLENGEL

Ballenger Creek Elementary 5250 Kingsbrook Drive Frederick MD 21703 United States 240-236-2500

Bill To: Frederick County Public Schools

Accounting 2nd Floor 191 South East Street Frederick MD 21701 United States

Accounts.Payable@fcps.org

Tax Exempt? Y Tax Exempt ID: 526000941

Line-Sch Item/Description	Quantity UOM	PO Price	Extended Amt	
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Item Total 6628

Total PO Amount 71,999.00

5,572.00

Authorized Signature / Purchasing Manager

Purchase Order - Frederick County - Ballenger Creek ES Limited Renovation Purchase Order

Frederick Co. Public Schools

Purchasing - 2nd Floor 191 South East Street Frederick MD 21701 United States

> Supplier: 0000018241 KIDS FLOORING SOURCE 1580 BEVERLY DRIVE CLEARWATER FL 33764 PHONE:888/308-4884 Fax: 513/672-9624

Purchase Order		Date	Revision	Page
FCPS1-0000274:	247	05/15/2	024	1
Payment Terms	Freight	Terms		Ship Via
30 Days	Destin	ation		Best Way
Requestor: Smit	h Tammie	S		IISD

Ship To: BALLENGEL

Ballenger Creek Elementary 5250 Kingsbrook Drive Frederick MD 21703 United States 240-236-2500

Bill To: Frederick County Public Schools

Accounting 2nd Floor 191 South East Street Frederick MD 21701 United States

Accounts.Payable@fcps.org

Line-Sch Item/Description Quantity UOM PO Price Extended Amt

BALLENGER CREEK ELEMENTARY

ATTENTION VENDOR: THIS SCHOOL IS CURRENTLY UNDER CONSTRUCTION. PLEASE SCHEDULE DELIVERY FOR THE WEEK OF AUGUST 5, 2024. PLEASE CONTACT TAMMIE SMITH AT 301-644-5176 TO SCHEDULE DELIVERY.

1- 1 CARPET, COLORS FULL CIRCLE, SMALL, 6 FT. - KIDS 21.00 EA 151.30 3,177.30 CARPET FE821-27A

Item Total ______3,177.30

Total PO Amount 3,177.30

Authorized Signature / Purchasing Manager



January 8, 2024

Brian Staiger
Senior Project Manager
Frederick County Public Schools
191 South East Street
Frederick, MD 21701

RE: Oakdale High School EIFS Repair Project

5850 Eaglehead Drive, Ijamsville, MD 21754

Dear Mr. Staiger,

Keller Brothers, Inc. is pleased to submit this proposal to complete the EIFS Repairs and Replacement in accordance with the on site measurements / site visit. The attached detailed proposal is based on the information as stated below:

Base Bid - Oakdale High School EIFS Repair Project

The proposed cost for this project is Two Hundred Forty-Nine Thousand Five Hundred Dollars
\$249,500.00

Scope of Work

- EIFS Repairs / Replacement per the following:
 - Install staging and scaffolding to perform work
 - Rental of 4+ boom lift
 - Install cover/protection to adjacent areas of work
 - o Remove existing damaged, loose and "bulged" EIFS
 - o Prep and clean the cornice in the area highlighted in RED
 - Remove finish/paint (approximately 10%) on all sound existing EIFS around areas of repair
 - Lightly grind all surrounding edges of the repaired areas in order to tie in new system
 - Lightly grind as much as needed in order to hit a solid base
 - Install EPS foam as needed
 - Immediate patch and repair only
 - Install a Dry Flex stucco mix to the top portion of the cornice and the 1st few inches of the face
 - Install base coat with fiber mesh embedded over newly installed EPS foam and the entire section highlighted in RED
 - Install finish coat over newly installed base coat (color and texture to closely match the original color)
 - Color and texture will not match a 100%
 - Apply 2 layers of Weatherlastic® Smooth Flexible, Waterproof Elastomeric Exterior Coating to the top of the cornice
 - (See PDF for Data Sheet)
 - o Install new backer rod, caulking primer and caulk in all areas associated with cornice only
 - Area(s) of work:
 - The entire cornice around the school and other cornice areas on the roof



Qualifications / General Notes:

- 1. Keller assumes unmetered access to Owner's power and water supply for use during execution of the work
- 2. Quoted rates include work around school closings unless approved (weather permitting)
- 3. This proposal is predicated on utilization of the project site during construction for all materials lay-down/storage, staging, and contractor parking. No accommodations for offsite staging, parking, or materials storage have been included at this time.
- 4. Due to the constant fluctuations in material cost and the project begins 30 days after it has been accepted. Keller has the discretion to adjust base dollars and options for material cost changes.
- 5. New system/patch will not match existing wall in color or texture 100%.
- 6. We have not included any framing, sheathing, metal flashing, shop drawings, lead abatement, city/road permits or prevailing wages.
- 7. The base bid includes only one mobilization; each remobilization will be an extra charge of \$1,200.
- 8. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra or additional material/labor will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.
- 9. Payment and Performance Bonds have been included in this proposal

Exclusions:

- 1. Builders risk insurance
- 2. Materials Testing and Inspection Services
- 3. Prevailing Wage Requirements
- 4. Building Permit
- 5. We have not included any framing, sheathing, sub-straight repairs or any other work needed behind existing system. All repairs will handle on T&M basis at \$75 per/man hr. and material cost plus 15%. Before and after pictures will be provided.
- 6. Removal and replacement of, but not limited to lights, signs, downspouts, disconnect boxes, security systems, electrical, phone, cable, etc. (anything attached to exterior); protection of landscaping, caulking, flashing, trim, grade variations, temporary heat and winter protection, soffits/ceilings, primer, paint, custom colors (\$10/ Bucket upcharge), unless provided above.

Please do not hesitate to call if you have any questions or need any additional information. Thank you for the opportunity to submit the proposal, we look forward to working with you on this project.

Sincerely,

Casey Thompson

Estimator

Scott Masse

Director of Special Projects

Purchase Order - Frederick County - Spring Ridge ES Limited Renovation Purchase Order

Frederick Co. Public Schools

Purchasing - 2nd Floor 191 South East Street Frederick MD 21701 United States

> **Supplier:** 0000001792 CDW LLC 2 CORPORATE DR #800 SHELTON CT 06484 PHONE:877/419-1217 Fax: 847/990-8025

Purchase Orde	r	Date	Revision	Page
FCPS1-000027	4369	05/31/2	024	1
Payment Terms	Freigh	t Terms		Ship Via
30 Days	Desti	nation		Best Way
Requestor: Sm	ith Tammi	2 S		IISD

Ship To: SPRRIDGEEL

Spring Ridge Elementary 9051 Ridgefield Drive Frederick MD 21701 United States 240-236-1600

Bill To: Frederick County Public Schools

Accounting 2nd Floor 191 South East Street Frederick MD 21701 United States

Accounts.Payable@fcps.org

24,375.00

3,245.00

9,867.00

Tax Exempt ID: 526000941

#PEPPM 2022

Line-Sch Item/Description Quantity UOM PO Price Extended Amt

Item Total

Item Total 6626J

Item Total 6627

6626

SPRING RIDGE ELEMENTARY - QUOTE #NWLZ991 / PEPPM 2022

ATTENTION VENDOR: THIS SCHOOL IS CURRENTLY UNDER CONSTRUCTION. PLEASE SCHEDULE DELIVERY FOR THE WEEK OF AUGUST 5, 2024. PLEASE CONTACT TAMMIE SMITH AT 301-644-5176 TO SCHEDULE DELIVERY.

1- 1 NEWLINE Q PRO SERIES 75" 4K UHD LED-BACKLIT LCD 13.00 EA 1,875.00 24,375.00 DISPLAY (7787073) - BID #PEPPM 2022

2-	1	HEIGHT ADJUSTABLE MOUNT, ELE	CTRIC, MOORECO,	5.00	EA	649.00	3,245.00
		(6291429), QUOTE#NRXPO49, BI	D #PEPPM 2022				

3-	1	NEWLINE WALL MOUNT STAND,	EPR8A50600-000,	8.00	EA	0.00	0.00
		(5147467), QUOTE #NWLZ825	, BID #PEPPM 2022				

					lte	m Total	6630A		0.00
4-	1	DELL CTO 7010I5-13500T	256 16 W11P.	(7898612).	BTD	13.00	EΑ	759.00	9,867.00

	DDDD C10 /01013	100001 20	, , , , , , , , , , , ,	(/0500±2/,	עבע	10.00	 733.00	2,007.00
	#PEPPM 2022							

5-	1	DELL CT	O WALL	UNDER-THE-	-DESK	VESA,	(7237828),	BID	13.00	EA	20.00	260.00

								Item Total	6627A			260.00
6-	1	LOGITECH MK370	COMBO	MK370	COMBO,	GRAPHITE	_	13.00	EA	35.00	0	455.00

KEYBOARD AND MOUSE SET, 920-011887, (7487148), BID $\mbox{\tt\#PEPPM}$ 2022

Purchase Order

Frederick Co. Public Schools

Purchasing - 2nd Floor 191 South East Street Frederick MD 21701 United States

> **Supplier:** 0000001792 CDW LLC 2 CORPORATE DR #800 SHELTON CT 06484 PHONE:877/419-1217 Fax: 847/990-8025

Purchase Order		Date	Revision	Page
FCPS1-00002743	169	05/31/2	024	2
Payment Terms	Freight Te	rms		Ship Via
30 Days	Destinat	ion		Best Way
Requestor: Smith	n Tammie S			IISD

Ship To: SPRRIDGEEL

Spring Ridge Elementary 9051 Ridgefield Drive Frederick MD 21701 United States 240-236-1600

Bill To: Frederick County Public Schools

Accounting 2nd Floor 191 South East Street Frederick MD 21701 United States

Accounts.Payable@fcps.org

		Accounts	s.i ayabic@icps.	org
npt? Y Tax Exempt ID: 526000941	Quantitu	HOM	DO Drice	Extended Amit
item/Description	Quantity	UOW	PO Price	Extended Amt
	Item Total	6626B		455.00
INTERACTIVE FLAT PANEL INSTALLATION, (3728082 BID #PEPPM 2022	2), 13.00	EA	400.00	5,200.00
	Item Total	6626C		5,200.00
NETWORK CABLE DROP, (3299127), BID #PEPPM 202	13.00	EA	117.00	1,521.00
	Item Total	6626D		1,521.00
	,	EA	949.00	15,184.00
	Item Total	6630		15,184.00
NEWLINE WALL MOUNT STAND, EPR8A50600-000, (5147467), QUOTE #NWLZ825, BID #PEPPM 2022	16.00	EA	0.00	0.00
	Item Total	6630A		0.00
NEWLINE STV SERIES 2 YEAR EXTENDED WARRANTY, #EPR8A00STV-002, (7844938), QUOTE # NWLZ825, #PEPPM 2022		EA	0.00	0.00
	Item Total	6630B		0.00
TV INSTALLATION, PI1-TV-INST, (3728086), QUOT NWLZ825, BID #PEPPM 2022	TE # 16.00	EA	395.00	6,320.00
	Item Total	6630C		6,320.00
NEWLINE USB POWERED 4K UHD DOCUMENT CAMERA, (6889666), QUOTE #NWLZ991, BID #PEPPM 2022	28.00	EA	199.00	5,572.00
	INTERACTIVE FLAT PANEL INSTALLATION, (3728082 BID #PEPPM 2022 NETWORK CABLE DROP, (3299127), BID #PEPPM 202 NEWLINE STV SERIES 75" LED-BACKLIT LCD DISPLA STV-7524, (7787085), QUOTE #NWLZ825, BID# PER 2022 NEWLINE WALL MOUNT STAND, EPR8A50600-000, (5147467), QUOTE #NWLZ825, BID #PEPPM 2022 NEWLINE STV SERIES 2 YEAR EXTENDED WARRANTY, #EPR8A00STV-002, (7844938), QUOTE # NWLZ825, #PEPPM 2022 TV INSTALLATION, PI1-TV-INST, (3728086), QUOTE NWLZ825, BID #PEPPM 2022	Item Total INTERACTIVE FLAT PANEL INSTALLATION, (3728082), 13.00 BID #PEPPM 2022 Item Total NETWORK CABLE DROP, (3299127), BID #PEPPM 2022 13.00 Item Total NEWLINE STV SERIES 75" LED-BACKLIT LCD DISPLAY 4K, 16.00 STV-7524, (7787085), QUOTE #NWLZ825, BID# PEPPM 2022 Item Total NEWLINE WALL MOUNT STAND, EPR8A50600-000, (5147467), QUOTE #NWLZ825, BID #PEPPM 2022 Item Total NEWLINE STV SERIES 2 YEAR EXTENDED WARRANTY, #DEPR8A00STV-002, (7844938), QUOTE #NWLZ825, BID #PEPPM 2022 Item Total TV INSTALLATION, PI1-TV-INST, (3728086), QUOTE # 16.00 NWLZ825, BID #PEPPM 2022 Item Total TV INSTALLATION, PI1-TV-INST, (3728086), QUOTE # 16.00 NWLZ825, BID #PEPPM 2022	NEWLINE WALL MOUNT STAND, EPR8A50600-000, (5147467), QUOTE #NWLZ825, BID #PEPPM 2022 16.00 EA	Item Total 6626B

Authorized Signature / Purchasing Manager

Purchase Order

Frederick Co. Public Schools

Purchasing - 2nd Floor 191 South East Street Frederick MD 21701 United States

> **Supplier:** 0000001792 CDW LLC 2 CORPORATE DR #800 SHELTON CT 06484 PHONE:877/419-1217 Fax: 847/990-8025

 Purchase Order
 Date
 Revision
 Page

 FCPS1-0000274369
 05/31/2024
 3

 Payment Terms
 Freight Terms
 Ship Via

 30 Days
 Destination
 Best Way

 Requestor:
 Smith, Tammie S
 USD

Ship To: SPRRIDGEEL

Spring Ridge Elementary 9051 Ridgefield Drive Frederick MD 21701 United States 240-236-1600

Bill To: Frederick County Public Schools

Accounting 2nd Floor 191 South East Street Frederick MD 21701 United States

Accounts.Payable@fcps.org

Tax Exempt ID: 526000941

Line-Sch	Item/Description	Quantity	UQ	M PO F	xtended Amt

Item Total 6628

5,572.00

Total PO Amount 71,999.00

Authorized Signature / Purchasing Manager

Purchase Order - Frederick County - Spring Ridge ES Limited Renovation Purchase Order

Frederick Co. Public Schools

Purchasing - 2nd Floor 191 South East Street Frederick MD 21701 United States

> Supplier: 0000018241 KIDS FLOORING SOURCE 1580 BEVERLY DRIVE CLEARWATER FL 33764 PHONE:888/308-4884 Fax: 513/672-9624

Purchase Order	r	Date	Revision	Page
FCPS1-000027	4248	05/15/2	024	1
Payment Terms	Freight	Terms		Ship Via
30 Days	Destin	ation		Best Way
Requestor: Smi	ith. Tammie	S		USD

Ship To: SPRRIDGEEL

Spring Ridge Elementary 9051 Ridgefield Drive Frederick MD 21701 United States 240-236-1600

Bill To: Frederick County Public Schools

Accounting 2nd Floor 191 South East Street Frederick MD 21701 United States

Accounts.Payable@fcps.org

Line-Sch Item/Description Quantity UOM PO Price Extended Amt

SPRING RIDGE ELEMENTARY

ATTENTION VENDOR: THIS SCHOOL IS CURRENTLY UNDER CONSTRUCTION. PLEASE SCHEDULE DELIVERY FOR THE WEEK OF AUGUST 5, 2024. PLEASE CONTACT TAMMIE SMITH AT 301-644-5176 TO SCHEDULE DELIVERY.

1- 1 CARPET, COLORS FULL CIRCLE, SMALL, 6 FT. - KIDS 21.00 EA 151.30 3,177.30 CARPET FE821-27A

Item Total ______3,177.30

Total PO Amount 3,177.30

Authorized Signature / Purchasing Manager

Bill Med

Contract Bid Tab - Montgomery County - Diamond ES Roof Replacement

SECTION 00300 - BID FORM

(SUBMIT IN DUPLICATE ON BIDDER'S STATIONERY)

DATE:

12/14/2023

PROJECT TITLE:

Diamond Elementary School Roof Replacement

BID SUBMITTED BY:

R. D. BEAN, INC.

REGISTERED MARYLAND CONTRACTOR NO.: 16163813

SUBMITTED TO:

The Board of Education of Montgomery County

Division of Design and Construction 45 West Gude Drive, Suite 4300 Rockville, Maryland 20850

PART 1 - GENERAL

- 1.1 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
- BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.
- 1.3 BIDDER hereby agrees to furnish all labor, materials, equipment and services required to erect and complete the facility in strict accordance with the Contract Documents for the following price:
- 1.4 BASE BID

A. TOTAL BASE BID:
ONE MILLION SIX HUNDRED THIRTY THREE THOUSAND
ONE HUNDRED NINE & 00/100

Dollars (\$ 1,633,109.00

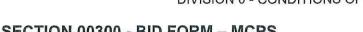
PART 2 UNIT PRICE

2.1 Unit prices are for both extra Work and credits. This list of prices will be submitted with the Bid in duplicate and shall become a part of the Contract upon its award. Unit prices listed below are applicable to all Work in this project involving extra materials/services performed by the Contractor or his Subcontractors and/or credits to the Owner for materials/services deleted from the project. Unit price includes all overhead and profit for the Subcontractor. Contractor mark-up is to be applied per Article 7 of the General Conditions of the Contract for Construction, AIA Document A201 REV.DOC-2007 edition. Prices as stated shall remain in effect through the end of the Contract warranty period. The undersigned acknowledges the unit price values as part of this bid and agrees to add or delete items for the unit prices identified when directed to do so by the Owner.

Contract Bid Tab - Montgomery County - Gaithersburg MS HVAC Replacement

Montgomery County Public Schools Facilities Guide
DIVISION 0 - CONDITIONS OF THE CONTRACT

Shapiro & Dun



(SUBMIT IN DU DATE:	PLICATE ON BIDDER'S STATIONERY) 9/27/2023 E: Gaithersburg Middle School HVAC Replacement Phase 1
DATE:	An analysis of the second of t
	Gaithersburg Middle School HVAC Replacement Phase 1
PROJECT TITL	California Mada Conton 1177 to Replacement Trace
BID SUBMITTE	DBY: Shapiro & Duncan, Inc.
REGISTERED N	MARYLAND CONTRACTOR NO.: 15849055
SUBMITTED TO	The Board of Education of Montgomery County Division of Design and Construction 45 W. Gude Drive, Suite 4300 Rockville, Maryland 20850
PART 1 -	GENERAL
the OW indicated	ersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with NER in the form included in the Contract Documents to complete all Work as specified or in the Contract Documents for the Contract Price and within the Contract Time indicated in accordance with the Contract Documents.
(federal, progress	has examined the site and locality where the Work is to be performed, the legal requirements state and local laws, ordinances, rules and regulations) and the conditions affecting cost, or performance of the Work and has made such independent investigations as BIDDER secessary.
	hereby agrees to furnish all labor, materials, equipment and services required to erect and the facility in strict accordance with the Contract Documents for the following price:
1.4 BASE BI	D
Α.	TOTAL BASE BID:
	Seven million one hundred sixty-nine thousand Dollars (\$ 7,169,000)
	ΓERNATES (if applicable): Prices shall be clearly written. Anything other than a price shall be "no cost to the Owner."
Α. (Cost of Add Alternate No. One – Clean existing ductwork within the project area
<u> </u>	ADD: Nine thousand five hundred Dollars (\$_9,500)
В. С	Cost of Add Alternate No. Two—
Ē	ADD: Dollars (\$)

09/01/2019 BID FORM 00300 - 1

SECTION 00300 - BID FORM

(SUBMIT IN DUPLICATE ON BIDDER'S STATIONERY)

DATE:

April 20,2023

PROJECT TITLE:

John F. Kennedy High School-Roof Replacement Phase 1

BID SUBMITTED BY:

Orndorff & Spaid, Inc.

REGISTERED MARYLAND CONTRACTOR NO.: 16958556

SUBMITTED TO:

The Board of Education of Montgomery County

Division of Design and Construction 45 West Gude Drive, Suite 4300 Rockville, Maryland 20850

PART 1 -**GENERAL**

- The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an 1.1 Agreement with the OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
- BIDDER has examined the site and locality where the Work is to be performed, the legal 1.2 requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.
- BIDDER hereby agrees to furnish all labor, materials, equipment and services required to 1.3 erect and complete the facility in strict accordance with the Contract Documents for the following price:
- 1.4 BASE BID
 - A. TOTAL BASE BID:

three million three hundred forty-three thousand twenty-three Dollars (\$_3,343,023.00

PART 2 **UNIT PRICE**

Unit prices are for both extra Work and credits. This list of prices will be submitted with the 2.1 Bid in duplicate and shall become a part of the Contract upon its award. Unit prices listed below are applicable to all Work in this project involving extra materials/services performed by the Contractor or his Subcontractors and/or credits to the Owner for materials/services deleted from the project. Unit price includes all overhead and profit for the Subcontractor. Contractor mark-up is to be applied per Article 7 of the General Conditions of the Contract for Construction, AIA Document A201 REV.DOC-2007 edition. Prices as stated shall remain in effect through the end of the Contract warranty period. The undersigned acknowledges the unit price values as part of this bid and agrees to add or delete items for the unit prices identified when directed to do so by the Owner.

Contract Bid Tab - Montgomery County - Northwest HS Roof Replacement Phase 1 of 2

SECTION 00300 - BID FORM

(SUBMIT IN DUPLICATE ON BIDDER'S STATIONERY)

DATE:

December 14, 2023

PROJECT TITLE:

Northwest High School Roof Replacement Phase 1 of 2

BID SUBMITTED BY:

Orndorff & Spaid, Inc.

REGISTERED MARYLAND CONTRACTOR NO.: 16160345

SUBMITTED TO:

The Board of Education of Montgomery County

Division of Design and Construction 45 West Gude Drive, Suite 4300 Rockville, Maryland 20850

PART 1 -**GENERAL**

- 1.1 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
- 1.2 BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.
- 1.3 BIDDER hereby agrees to furnish all labor, materials, equipment and services required to erect and complete the facility in strict accordance with the Contract Documents for the following price:
- 1.4 BASE BID
 - A. TOTAL BASE BID:

ONE MILLION NINE HUNDRED SEVENTY-FOUR THOUSAND TWO HUNDRED FORTY-TWO DOILARS (\$ 1,974,242.00)

PART 2 UNIT PRICE

Unit prices are for both extra Work and credits. This list of prices will be submitted with the 2.1 Bid in duplicate and shall become a part of the Contract upon its award. Unit prices listed below are applicable to all Work in this project involving extra materials/services performed by the Contractor or his Subcontractors and/or credits to the Owner for materials/services deleted from the project. Unit price includes all overhead and profit for the Subcontractor. Contractor mark-up is to be applied per Article 7 of the General Conditions of the Contract for Construction, AIA Document A201 REV.DOC-2007 edition. Prices as stated shall remain in effect through the end of the Contract warranty period. The undersigned acknowledges the unit price values as part of this bid and agrees to add or delete items for the unit prices identified when directed to do so by the Owner.

Contract Award Estimate - Montgomery County - Poolesville ES Immediate Risk

Estimate

301-478-3333 Office 301-478-2365 Fax 443-623-3314 Cell raykeith48@verizon.net

Ray Keith

Date	Estimate #
5/8/2024	381611

Metro Metal Services, Inc.

P.O. Box 1 Flintstone, MD 21530

Window & Door Products

Montgomery County Public School

Division of Comtroller - Main Office Suite 3200 45 W. Gude Drive Rockville, MD 20850-9999

Project	
Poolsville ES	

FY24 HSFF Project

Description	Qty	Rate	Total
Poolsville Elementary School, Phase 3, Back Wall, Kitchen and Courtyard Windows and Doors Furnish labor and materials for performed work as specified and in accordance with contract specifications. Bid #9195.7			
Back Wall Line item # 19. 1 each Hollow Metal Side Lite Window, size 17' x 11'6" = 195 sq ft @ \$128.00 per sq ft Line item # 19. 1 each Hollow Metal Transom Window, size 3' x 4' = 12 sq ft @ \$128.00 per	195 12	128.00 128.00	24,960.00 1,536.00
sq ft Line item # 13. 1 each Single Hollow Metal Door, size 3' x 7' = 21 sq ft. @ \$175.00 per sq ft. Line item # 17. 1 each Window Lights, size 4" x 25" @ \$15000 each. Line item # 1. 6 each Single Hung Aluminum Windows, size 4' x 4' = 16 sq ft. @ \$118.00 per sq ft. x 6 = 96 sq ft. Line item # 19. 1 each Hollow Metal Side Lite Window size 20' x 11'6" = 230 sq ft @	21 1 96	175.00 150.00 118.00	3,675.00 150.00 11,328.00 29,440.00
\$128.00 per sq ft Courtyard Line item # 19. 1 each Hollow Metal Side Lite Window size 21' x 11'6" = 241 sq ft @ \$128.00 per sq ft	241	128.00	30,848.00
Line item # 19. 3 each Hollow Metal Transom Window size 3' x 4' = 12 sq ft @ \$128.00 per sq ft x 3 = 36 sq ft. Line item # 13. 3 each Single Hollow Metal Door, size 3' x 7' = 21 sq ft. @ \$175.00 per sq ft. x 3 = 63 sq ft.	36 63	128.00 175.00	4,608.00 11,025.00
Line item # 17. 3 each Window Light, size 4" x 25" @ \$15000 each. Line item # 19. 4 each Hollow Metal Side Lite Windows size 24' x 11'6" = 276 sq ft @ \$128.00 per sq ft x 4 = 1104 sq ft. Line item # 1. 28 each Single Hung Aluminum Windows, size 4' x 4' = 16 sq ft. @ \$118.00	3 1,104 448	150.00 128.00 118.00	450.00 141,312.00 52,864.00
per sq ft. x 28 = 448 sq ft. 3 each fixed Aluminum panel, size 8' x 3' = 24 sq ft @ \$98.00 each x 3 = 72 sq ft Line item # 19. 3 each Hollow Metal Side Lite Windows size 20' x 11'6" = 230 sq ft @ \$128.00 per sq ft x 3 = 690 sq ft.	72 690	98.00 128.00	7,056.00 88,320.00
Bond 5-20-24	1	12,244.65	12,244.65
PLAR 5/20/24	Total		\$419,816.65

Paul Wareham

5/22/24



Montgomery County Public Schools Facilities Guide DIVISION 0 - CONDITIONS OF THE CONTRACT

SECTION 00300 - BID FORM - MCPS

(SUBN	IIT IN D	UPLICAT	E ON BIE	DER'S S	TATIONER	۲Y)							
DATE:			10/10	0/23									
PROJE	CT TIT	LE:	Watkins I	Mill High S	School HVA	AC Re	placeme	ent Ph	ase V				
BID SU	JBMITTI	ED BY:	Denv	er-Elek, I	nc.								
REGIS	TERED	MARYLA	AND CON	TRACTO	R NO.: _0;	31145	585						
SUBMI	TTED T		Division	of Desigi Ide Drive	cation of Manager and Cons Suite 430 and 20850	struc		Count	ty				
PART '	1 -	GENER	RAL										
1.1	the OV	VNER in ed in the	the form Contract	included Documen	and agree in the Con ts for the C Contract D	ntract Contra	Docume ct Price	ents to	comp	lete a	II Wo	rk as	specified o
1.2	(federa	l, state a	and local I formance	aws, ordi	locality wh nances, rul ork and ha	iles ai	nd regula	ations) and	the co	onditio	ons affe	ecting cost
1.3	BIDDEI comple	R hereby te the fac	agrees to	furnish a	all labor, mance with the	ateria he Co	als, equip intract Do	oment ocume	and s ents fo	ervice r the f	s req	uired to	o erect and e:
1.4	BASE E	BID											
	A.	TOTAL I	BASE BID SIX MILL 400,	1000 F 000.	FOUR 141	INDI	EEO 77	170US	AND Dolla	rs (\$ _	6,5	400,	000)
			ΓES (if app t to the Ov		Prices shal	ll be o	learly wr	itten.	Anyth	ing oth	ner th	an a pr	ice shall be
	A.	Cost of A	Add Altern	ate No. O	ne –								
		ADD:					Dollars ((\$	n/a	55 22	_)		
	В.	Cost of A	Add Altern	ate No. T	wo								
		ADD:					Dollars ((\$	n/a		_)		

SECTION 00300 - BID FORM

DCP056-24

FY23 HSFF Roof Replacement Projects – Group 1 DESIGN-BUILD CONSTRUCTION SERVICES

FY23 HSFF Columbia Park Elementary School Roof Replacement PSC #16.147.23 SR

DATED: 3/7/2				
Bidder to insert d	date bid submitted)			
Bidder's Name	Autumn Contracting, Inc.			
(Print or Type)	5425 Port Royal Road, Springfield	. VA 22151		
Bidder's Address				
(Print or Type)				
Peter H. Ahn				
Name of authorize	ed official signing the signature pa	ge (Print or Type)		
	703-595-4100 Email	steve@autumnci.com		
Го whom it may b	be concerned:			
This Bid is being submitted in accordance with your Design-Build Construction Services				

This Bid is being submitted in accordance with your Design-Build Construction Services Solicitation requesting a quote to be received for the Design-Build Construction Work for the above named Project.

Having carefully examined the Contract Documents, bound in the Specifications, and including the Addenda enumerated in the Bid, which are incorporated with these documents indicating various conditions affecting this Contract, the undersigned herein agrees to furnish all materials, perform all labor necessary to complete the Contract for the above named Project in accordance with said Contract Documents for:

Total Base Bid Cost for All Design-Build Construction Services (including Builder's risk and allowance amount (if stipulated)

One Million Nine Hundred Fifty	DOLLARS	
1,955,300.00		

The total BASE BID, including the cost of all work and the cost of Builder's All Risk Insurance and allowance sum (if stipulated), which shall be provided separately as informational prices. Please Note: Base bid includes all applicable taxes.

Accompanying this Proposal is a certified check, bank cashier's check, bank treasurer's check or Bid Bond required by Paragraph 4.2 of the Instructions to Bidders, which is deposited as a proposal guarantee, and is to be retained by you and applied as provided in Paragraph 4.2.1 of the Instructions to Bidders, in case the undersigned shall default in executing the Contract or in furnishing the required Bonds and insurance certificates within the time specified by these Contract Documents.

The undersigned hereby certifies that this Proposal is genuine and not collusive or made in the interest of, or on behalf of any person, firm or corporation not herein named and that the undersigned has not directly or indirectly induced or solicited any bidder to refrain from bidding and that the undersigned has not in any manner sought by collusion to secure for himself any advantages over any other bidder.

The undersigned, intending to be legally bound, agrees that this Proposal shall be irrevocable and shall remain subject to your acceptance for **90 days** after the date set for bid opening.

It is hereby certified that the undersigned is the only person(s) or entity (ies) interested in this Proposal as Principal, and that the Proposal is made without collusion with any person, firm or corporation. The Bidder hereby agrees to furnish surety company bonds in the form incorporated in the Contract Documents, in the amount of one hundred percent (100%) of the Contract Price for the Performance Bond and the Payment Bond as surety against defects or inferior materials or workmanship which may develop during the period of one (1) year from the date of completion and final acceptance of work performed under the Contract. The Bidder hereby agrees to furnish evidence of require insurance coverage within ten (10) days upon issuance by the Owner of its Notice of Intent to Award.

The Bidder guarantees that, if awarded a Contract, he will furnish and deliver all materials, equipment, conduct required tests, secure all contractor's required permits and licenses, to perform all labor, superintendence, to execute, construct in an expeditious, substantial and workmanlike manner in accordance with the plans and specifications, to the complete satisfaction and acceptance of the Owner for the price herein stated.

The undersigned submits this Proposal with the full knowledge of the Contract requirements and hereby agrees that the Work of this Project, under this Contract, shall be that the Roof Replacement shall be substantially complete by October 1, 2024 and the entire project be fully completed and closed out within 90 calendar days of the Substantial Completion date.

The undersigned Contractor agrees to furnish all labor and materials for any additional work ordered by the Owner and for which no pre-agreed price has been fixed for the net cost of all labor and materials furnished plus 15% for overhead and profit.

The Contract amount stated includes all sales taxes and other taxes for materials and appliances subject to and upon which taxes are levied.

THE BID FORM AND THE FOLLOWING ATTACHMENTS SHALL BE SUBMITTED IN DUPLICATE AS STIPULATED HEREIN:

- 1. Two (2) Original Bid Form
- 2. Two (2) Bid Security
- 3. Two (2) Anti-Bribery Affidavit
- 4. Two (2) Copes of valid Business License
- 5. Two (2) Attachment A Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit
- 6. Two (2) Attachment B MBE Participation Schedule

BASE BID COST BREAKDOWN:

Division 1 – General Requirements:	\$
Division 2 –Existing Conditions	\$85,000.00
Division 3 –Concrete	\$
Division 4 –Masonry	5,000.00 \$
Division 5 – Metals:	\$3,000.00
Division 6 – Woods, Plastics & Composites	\$
Division 7 – Thermal & Moisture Protection:	1,547,800.00 \$
Division 8 – Openings	\$
Division 9 – Finishes	\$
Division 10 – Specialties	\$
Division 11 –Equipment	\$
Division 12 – Furnishings	\$
Division 13 –Special Construction	\$
Division 15 – Mechanical	\$85,000.00

Division 16 – Electrical	10,000.00 \$
Cost of Builders Risk Insurance	2,500.00 \$
Contingency Allowance (included in base bid as described in the project specification)	\$\$50,000.00
Design Fee (Pricing Breakout)	\$50,000.00
TOTAL BASE BID	1,955,300.00 \$

END OF COST BREAKDOWN

ADD ALTERNATES: The Instructions to Bidders and the Contract Documents comprising the plans and specifications, and all documents bound therewith, together with all Addenda thereto, shall apply to all Alternate Proposals as listed in Division 1 Section "Alternates", and as listed below:

Alternate No.	Summary	Add to Base Bid
Alternate Bid No. 1:	Install up to 5,000 square feet of ventilated base sheet in areas of saturated gypsum roof deck as needed only.	50,000.00 Total: \$
Alternate Bid No. 2:	Replace up to 2,000 square feet of damaged gypsum roof deck as needed only.	Total: \$
Alternate Bid No. 3:	Replace 2 existing split AC systems including indoor blower units and rooftop condensing units serving downstairs classrooms.	Total: \$
Alternate Bid No. 4:	Replace existing damaged concrete chimney cap at existing brick masonry chimney with a new cast-in-place concrete chimney cap. Perform chimney tuck point repairs at deteriorated mortar joints as needed.	12,000.00 Total: \$
Alternate Bid No. 5:	Replace existing water heater stack with new stainless steel stack and collar.	Total: \$N/A
Alternate Bid No. 6:		Total: \$

UNIT PRICES: The Instructions to Bidders and the Contract Documents comprising the plans and specifications, and all documents bound therewith, together with all Addenda thereto, shall apply to all Unit Prices as listed in Division 1 Section "Unit Prices", and as listed below:

The Owner reserves the right to accept or reject any and all Unit Prices stipulated herein.

Item	Description	UOM	Price
1	Exhaust Fan Replacement	EA	1,000.00
2	Roof Drain Replacement	EA	2,000.00
3	Roof HVAC Curb Installation	EA	800.00
4			

ADDENDA

The undersigned herel accordingly:	by acknowledge rece	ipt of following Adden	da and has prepared this bid
ADDENDUM #	Dated	_ADDENDUM #	Dated

Bids shall be officially signed in accordance with the Instructions to Bidders, using the applicable portion of the "Signature Pages".

ONLY ATTACH THE APPLICABLE SIGNATURE PAGE.

SIGNATURES

FOR CORPORATE BIDDER

Autumn Contracting, Inc.
(Name of Corporation)
Pete H. Ahn By:
Name of authorized representative from Page 1 *
Attest:
Signature of authorized representative *
(CORPORATE SEAL)
5425 Port Royal Road, Springfield, VA 22151 Business Address
* If a representative other than the President or a Vice President of the Corporation signs this Bid on its behalf, then attach a valid corporate resolution or other appropriate proof, dated prior to or as of the date of the Bid, evidencing authority to execute this Bid on behalf of the Corporation.
** If a representative other than the Secretary, an Assistant Secretary, the Treasurer or an Assistant Treasurer attests to the signature of the corporate representative, then attach a valid corporate resolution or other appropriate proof, dated prior to or as of the date of the Bid, evidencing authority to attest to the execution of this Bid on behalf of the Corporation.



Bid Bond

CONTRACTOR:

Name, legal status and address)
AUTUMN CONTRACTING, INC.
5425 Port Royal Road

Springfield, VA 22151

OWNER:

(Name, legal status and address)

Board of Education of Prince George's County 13300 Old Marlboro Pike Trailer 6

Upper Marlboro, MD 20772

SURETY:

(Name, legal status and principal place of business)

Westfield Insurance Company P. O. Box 5001

Westfield Center, OH 44251-5001

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of the Amount Bid (---- 5.00% ----)

PROJECT: Bid No.: DCP056-24 Design Build Construction Services, FY23 HSSFF Columbia Park Elementary School Roof Replacement

(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (I) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 14th, day of March, 2024

(Witness)

(Witness) Brittany H. Ferciot, Witness as to Surety

AUTUMN CONTRACTING, INC.

(Principat)

(Seal)

10.0

Westfield Insurance Company

(Title) Belinda M. Ferciot, Attorney-in-fact

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General Power of Attorney

CERTIFIED COPY

POWER NO. 1920102 00

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
MICHAEL E. SCHENDEL, DEBRA L. STEWART, BELINDA M. FERCIOT, REGINALD P. JARVIS, COURTNEY COTHRAN SEED,
BRITTANY H. FERCIOT, LETRISHA N. LEWIS, JOINTLY OR SEVERALLY

of MILLERSVILLE and State of MD its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit. - - - - - - - - - - - -

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 01st day of MAY

A.D., 2022.

HSURANC Corporate Seals Affixed

State of Ohio County of Medina

TIONAL INS Manual *

WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Ву Gary W. Stumper, National Surety Leader and Senior Executive

On this 01st day of MAY A.D., 2022, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Seal Affixed

State of Ohio County of Medina

SS.:

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 14th day of A.D., 2024 March







Frank A. Carrino, Secretary

BPOAC2 (combined) (03-22)

SECTION 00451 STATE OF MARYLAND ANTI-BRIBERY AFFIDAVIT

I HEREBY CERTIFY that

1. I am the President Autumn Contracting, Inc.	and the duly authorized representative of the firm of 5425 Port Royal Road whose address is Springfield, VA 22151
and that I possess the legal authority which I am acting.	to make this affidavit on behalf of myself and the firm for
nor any of its officers, directors, or pa obtaining contracts with the State or a subdivision of the State have been co or have during the course of official i under oath acts or omissions committee	below, neither I, nor to the best of my knowledge, the firm artners, or any of its employees directly involved in any county, bi-county, or multi-county agency, or nvicted of, or have pleaded nolo contrendre to a charge of, nvestigation or other proceeding admitted in writing or ted after July 1, 1997, which constitute bribery, attempted the provisions of Article 27 of the Annotated Code of ate or federal government.
	st any conviction, please, or admission described in art, official, or administrative body; and the sentence or
Budget and Fiscal Planning of Maryla and the Attorney General under 16-20 that if the representatives set forth in terminate any contract awarded and tall am executing this affidavit in complementation of Maryland, which provides certain per attempted bribery, or conspiracy to be a hearing, from entering into contract	be furnished to the requesting agency, to the Secretary of and, and, where appropriate, to the Board of Public Works 02, S.F. of the Annotated Code of Maryland. I acknowledge this affidavit are not true and correct, the State may ake any other appropriate action. I further acknowledge that liance with 16-203, S.F. of the Annotated Code of resons who have been convicted or have admitted to bribery, ribe may be disqualified, either by operation or law or after is with the State or any of its agencies or subdivisions. Her the penalties of perjury that the contents of this affidavit and the state of the penalties of perjury that the contents of this affidavit and the state of the penalties of perjury that the contents of this affidavit and the penalties of perjury that the contents of this affidavit and the penalties of perjury that the contents of this affidavit and the penalties of perjury that the contents of this affidavit and penalties of perjury that the contents of this affidavit and penalties of perjury that the contents of this affidavit and penalties of perjury that the contents of this affidavit and penalties of
William Digitature	Date

ANTI-BRIBERY AFFIDAVIT

SECTION 00300 - BID FORM

DCP057-24

FY23/24 HSFF Roof Replacement Projects – Group 2 DESIGN-BUILD CONSTRUCTION SERVICES

FY23 HSFF John Hanson Montessori Elementary School Roof Replacement PSC #16.128.23 SR

DATED: March 14, 2024 (Bidder to insert date bid submitted)
Bidder's Name SGK Contracting, Inc. (Print or Type)
Bidder's Address 6540 Holabird Avenue, Baltimore MD 21224 (Print or Type)
George Koumoudis, President Name of authorized official signing the signature page (Print or Type)
Phone Number: 410-631-0105 Email sgk@sgkcontractinginc.com
To whom it may be concerned:
This Bid is being submitted in accordance with your Design-Build Construction Services Solicitation requesting a quote to be received for the Design-Build Construction Work for the above named Project.
Having corofully examined the Contract Decuments bound in the Specifications and including

Having carefully examined the Contract Documents, bound in the Specifications, and including the Addenda enumerated in the Bid, which are incorporated with these documents indicating various conditions affecting this Contract, the undersigned herein agrees to furnish all materials, perform all labor necessary to complete the Contract for the above named Project in accordance with said Contract Documents for:

Total Base Bid Cost for All Design-Build Construction Services (including Builder's risk and allowance amount (if stipulated)

SECTION 00300 BID FORM -Revised May 2018 1

\$ Three Million, Seven Hu Dollars and 00/100	indred Thirty-Eight Thousand	DOLLARS
(\$ 3 738 000 00)	

The total BASE BID, including the cost of all work and the cost of Builder's All Risk Insurance and allowance sum (if stipulated), which shall be provided separately as informational prices. Please Note: Base bid includes all applicable taxes.

Accompanying this Proposal is a certified check, bank cashier's check, bank treasurer's check or Bid Bond required by Paragraph 4.2 of the Instructions to Bidders, which is deposited as a proposal guarantee, and is to be retained by you and applied as provided in Paragraph 4.2.1 of the Instructions to Bidders, in case the undersigned shall default in executing the Contract or in furnishing the required Bonds and insurance certificates within the time specified by these Contract Documents.

The undersigned hereby certifies that this Proposal is genuine and not collusive or made in the interest of, or on behalf of any person, firm or corporation not herein named and that the undersigned has not directly or indirectly induced or solicited any bidder to refrain from bidding and that the undersigned has not in any manner sought by collusion to secure for himself any advantages over any other bidder.

The undersigned, intending to be legally bound, agrees that this Proposal shall be irrevocable and shall remain subject to your acceptance for **90 days** after the date set for bid opening.

It is hereby certified that the undersigned is the only person(s) or entity (ies) interested in this Proposal as Principal, and that the Proposal is made without collusion with any person, firm or corporation. The Bidder hereby agrees to furnish surety company bonds in the form incorporated in the Contract Documents, in the amount of one hundred percent (100%) of the Contract Price for the Performance Bond and the Payment Bond as surety against defects or inferior materials or workmanship which may develop during the period of one (1) year from the date of completion and final acceptance of work performed under the Contract. The Bidder hereby agrees to furnish evidence of require insurance coverage within ten (10) days upon issuance by the Owner of its Notice of Intent to Award.

The Bidder guarantees that, if awarded a Contract, he will furnish and deliver all materials, equipment, conduct required tests, secure all contractor's required permits and licenses, to perform all labor, superintendence, to execute, construct in an expeditious, substantial and workmanlike manner in accordance with the plans and specifications, to the complete satisfaction and acceptance of the Owner for the price herein stated.

The undersigned submits this Proposal with the full knowledge of the Contract requirements and hereby agrees that the Work of this Project, under this Contract, shall be that the Roof Replacement shall be substantially complete by October 1, 2024 and the entire project be fully completed and closed out within 90 calendar days of the Substantial Completion date.

SECTION 00300 BID FORM –Revised May 2018 2

The undersigned Contractor agrees to furnish all labor and materials for any additional work ordered by the Owner and for which no pre-agreed price has been fixed for the net cost of all labor and materials furnished plus 15% for overhead and profit.

The Contract amount stated includes all sales taxes and other taxes for materials and appliances subject to and upon which taxes are levied.

THE BID FORM AND THE FOLLOWING ATTACHMENTS SHALL BE SUBMITTED IN DUPLICATE AS STIPULATED HEREIN:

- 1. Two (2) Original Bid Form
- 2. Two (2) Bid Security
- 3. Two (2) Anti-Bribery Affidavit
- 4. Two (2) Copes of valid Business License
- 5. Two (2) Attachment A Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit
- 6. Two (2) Attachment B MBE Participation Schedule

BASE BID COST BREAKDOWN:

Division 1 – General Requirements:	\$ 189,000.00
Division 2 –Existing Conditions	\$ 925,000.00
Division 3 –Concrete	\$
Division 4 –Masonry	\$
Division 5 – Metals:	\$
Division 6 – Woods, Plastics & Composites	\$_86,000.00
Division 7 – Thermal & Moisture Protection:	\$_2,166,000.00
Division 8 – Openings	\$
Division 9 – Finishes	\$
Division 10 – Specialties	\$ 64,000.00
Division 11 –Equipment	\$_151,000.00
Division 12 – Furnishings	\$
Division 13 –Special Construction	\$
Division 15 – Mechanical	\$

Division 16 – Electrical	\$
Cost of Builders Risk Insurance	\$10,000.00
Contingency Allowance (included in base bid as described in the project specification)	\$\$50,000.00
Design Fee (Pricing Breakout)	\$ 97,000.00
TOTAL BASE BID	\$_ <mark>3,738,000.00</mark>

END OF COST BREAKDOWN

ADD ALTERNATES: The Instructions to Bidders and the Contract Documents comprising the plans and specifications, and all documents bound therewith, together with all Addenda thereto, shall apply to all Alternate Proposals as listed in Division 1 Section "Alternates", and as listed below:

Alternate No.	Summary	Add to Base Bid
Alternate Bid No. 1:	Install up to 10,000 square feet of ventilated base sheet in areas of saturated gypsum roof deck as needed only.	Total: \$ 35,000.00
Alternate Bid No. 2:	Surface repair up to 2,000 square feet of damaged gypsum roof deck as needed only.	Total: \$
Alternate Bid No. 3:	Demolish and remove badly damaged or "bad" gypsum roof deck and formboard and replace with new metal roof decking.	Total: \$ <mark>7,000.00</mark>
Alternate Bid No. 4:	Brick masonry chimney repairs per Scope of work section IV.D	Total: \$ 13,000.00
Alternate Bid No. 5:		Total: \$
Alternate Bid No. 6:		Total: \$

UNIT PRICES: The Instructions to Bidders and the Contract Documents comprising the plans and specifications, and all documents bound therewith, together with all Addenda thereto, shall apply to all Unit Prices as listed in Division 1 Section "Unit Prices", and as listed below:

The Owner reserves the right to accept or reject any and all Unit Prices stipulated herein.

Item	Description	UOM	Price
1	Exhaust Fan Replacement	EA	\$3,000.00
2	Roof Drain Replacement	EA	\$1,400.00
3	Roof HVAC Curb Installation	EA	\$5,000.00

ADDENDA

RDDENDA	
The undersigned hereby acknowledge receipt of following Add accordingly:	denda and has prepared this bid
ADDENDUM #DatedADDENDUM #	Dated

Bids shall be officially signed in accordance with the Instructions to Bidders, using the applicable portion of the "Signature Pages".

ONLY ATTACH THE APPLICABLE SIGNATURE PAGE.

SECTION 00300 BID FORM -Revised May 2018 5

FOR CORPORATE BIDDER

SGK Contracting Inc.
(Name of Corporation)

By: George Koumeuro , President
Name of authorized representative from Page 1 *

Attest: The election of authorized representative *

(CORPORATE SEAL)

Business Address 6540 Holabird Avenue, Baltimore MD 21224

- * If a representative other than the President or a Vice President of the Corporation signs this Bid on its behalf, then attach a valid corporate resolution or other appropriate proof, dated prior to or as of the date of the Bid, evidencing authority to execute this Bid on behalf of the Corporation.
- ** If a representative other than the Secretary, an Assistant Secretary, the Treasurer or an Assistant Treasurer attests to the signature of the corporate representative, then attach a valid corporate resolution or other appropriate proof, dated prior to or as of the date of the Bid, evidencing authority to attest to the execution of this Bid on behalf of the Corporation.

SECTION 00300 BID FORM -Revised May 2018 7

SECTION 00300 - BID FORM

DCP056-24

FY23 HSFF Roof Replacement Projects - Group 1 **DESIGN-BUILD CONSTRUCTION SERVICES**

FY23 HSFF Lewisdale Elementary School Roof Replacement PSC #16.049.23 SR

DATED:	3/07/2024
Bidder to insert d	ate bid submitted)
Bidder's Name (Print or Type)	Autumn Contracting, Inc.
Bidder's Address (Print or Type)	5425 Port Royal Road, Springfield, VA 22151
Peter H. Ahn	
Name of authorize	ed official signing the signature page (Print or Type)
Phone Number:	703-595-4100 steve@autumnci.com Email
Го whom it mav b	pe concerned:

This Bid is being submitted in accordance with your Design-Build Construction Services Solicitation requesting a quote to be received for the Design-Build Construction Work for the above named Project.

Having carefully examined the Contract Documents, bound in the Specifications, and including the Addenda enumerated in the Bid, which are incorporated with these documents indicating various conditions affecting this Contract, the undersigned herein agrees to furnish all materials, perform all labor necessary to complete the Contract for the above named Project in accordance with said Contract Documents for:

Total Base Bid Cost for All Design-Build Construction Services (including Builder's risk and allowance amount (if stipulated)

Two Million Five Hundred Three Thousand Two Hundre	Two Million	Five Hundred	Three Thousand	Two Hundred
--	-------------	--------------	----------------	-------------

DOLLARS

1	ch	2,503,200.00	`
(,	>)

The total BASE BID, including the cost of all work and the cost of Builder's All Risk Insurance and allowance sum (if stipulated), which shall be provided separately as informational prices. Please Note: Base bid includes all applicable taxes.

Accompanying this Proposal is a certified check, bank cashier's check, bank treasurer's check or Bid Bond required by Paragraph 4.2 of the Instructions to Bidders, which is deposited as a proposal guarantee, and is to be retained by you and applied as provided in Paragraph 4.2.1 of the Instructions to Bidders, in case the undersigned shall default in executing the Contract or in furnishing the required Bonds and insurance certificates within the time specified by these Contract Documents.

The undersigned hereby certifies that this Proposal is genuine and not collusive or made in the interest of, or on behalf of any person, firm or corporation not herein named and that the undersigned has not directly or indirectly induced or solicited any bidder to refrain from bidding and that the undersigned has not in any manner sought by collusion to secure for himself any advantages over any other bidder.

The undersigned, intending to be legally bound, agrees that this Proposal shall be irrevocable and shall remain subject to your acceptance for <u>90 days</u> after the date set for bid opening.

It is hereby certified that the undersigned is the only person(s) or entity (ies) interested in this Proposal as Principal, and that the Proposal is made without collusion with any person, firm or corporation. The Bidder hereby agrees to furnish surety company bonds in the form incorporated in the Contract Documents, in the amount of one hundred percent (100%) of the Contract Price for the Performance Bond and the Payment Bond as surety against defects or inferior materials or workmanship which may develop during the period of one (1) year from the date of completion and final acceptance of work performed under the Contract. The Bidder hereby agrees to furnish evidence of require insurance coverage within ten (10) days upon issuance by the Owner of its Notice of Intent to Award.

The Bidder guarantees that, if awarded a Contract, he will furnish and deliver all materials, equipment, conduct required tests, secure all contractor's required permits and licenses, to perform all labor, superintendence, to execute, construct in an expeditious, substantial and workmanlike manner in accordance with the plans and specifications, to the complete satisfaction and acceptance of the Owner for the price herein stated.

The undersigned submits this Proposal with the full knowledge of the Contract requirements and hereby agrees that the Work of this Project, under this Contract, shall be that the Roof Replacement shall be substantially complete by October 1, 2024 and the entire project be fully completed and closed out within 90 calendar days of the Substantial Completion date.

The undersigned Contractor agrees to furnish all labor and materials for any additional work ordered by the Owner and for which no pre-agreed price has been fixed for the net cost of all labor and materials furnished plus 15% for overhead and profit.

The Contract amount stated includes all sales taxes and other taxes for materials and appliances subject to and upon which taxes are levied.

THE BID FORM AND THE FOLLOWING ATTACHMENTS SHALL BE SUBMITTED IN DUPLICATE AS STIPULATED HEREIN:

- 1. Two (2) Original Bid Form
- 2. Two (2) Bid Security
- 3. Two (2) Anti-Bribery Affidavit
- 4. Two (2) Copes of valid Business License
- 5. Two (2) Attachment A Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit
- 6. Two (2) Attachment B MBE Participation Schedule

BASE BID COST BREAKDOWN:

Division 1 – General Requirements:	\$65,000.00
Division 2 –Existing Conditions	\$87,000.00
Division 3 –Concrete	\$
Division 4 –Masonry	\$
Division 5 – Metals:	\$15,000.00
Division 6 – Woods, Plastics & Composites	\$120,000.00
Division 7 – Thermal & Moisture Protection:	\$
Division 8 – Openings	\$
Division 9 – Finishes	\$
Division 10 – Specialties	\$
Division 11 –Equipment	\$
Division 12 – Furnishings	\$
Division 13 –Special Construction	\$
Division 15 – Mechanical	\$

Division 16 – Electrical	\$
Cost of Builders Risk Insurance	\$
Contingency Allowance (included in base bid as described in the project specification)	\$\$50,000.00
Design Fee (Pricing Breakout)	\$\$50,000.00
TOTAL BASE BID	2,503,200.00 \$_

END OF COST BREAKDOWN

ADD ALTERNATES: The Instructions to Bidders and the Contract Documents comprising the plans and specifications, and all documents bound therewith, together with all Addenda thereto, shall apply to all Alternate Proposals as listed in Division 1 Section "Alternates", and as listed below:

Alternate No.	Summary	Add to Base Bid
Alternate Bid No. 1:	Includes the replacement of all perimeter metal including lower fascia and all soffits. Replacement of drip cap and upper fascia is included in the base bid.	Total: \$
Alternate Bid No. 2:	Includes the replacement of existing and missing soffit mounted lighting fixtures with new LED lighting fixtures.	Total: \$
Alternate Bid No. 3:	Includes the replacement of the Heating and Ventilating Unit that serves the Gymnasium.	Total: \$
Alternate Bid No. 4:	Installation of 2,000 SF of new metal decking	Total: \$ 6,000.00
Alternate Bid No. 5:		Total: \$
Alternate Bid No. 6:		Total: \$

UNIT PRICES: The Instructions to Bidders and the Contract Documents comprising the plans and specifications, and all documents bound therewith, together with all Addenda thereto, shall apply to all Unit Prices as listed in Division 1 Section "Unit Prices", and as listed below:

The Owner reserves the right to accept or reject any and all Unit Prices stipulated herein.

Item	Description	UOM	Price
1	Exhaust Fan Replacement	EA	1000.00
2	Roof Drain Replacement	EA	2000.00
3	Roof HVAC Curb Installation	EA	800.00

ADDENDA

The undersigned here accordingly:	eby acknowledge rec	eipt of following Addenda	and has prepared this bid
ADDENDUM #	Dated	ADDENDUM#	Dated

Bids shall be officially signed in accordance with the Instructions to Bidders, using the applicable portion of the "Signature Pages".

ONLY ATTACH THE APPLICABLE SIGNATURE PAGE.

SIGNATURES

FOR CORPORATE BIDDER

Autumn Contracting, Inc.
(Name of Corporation)
By:Peter H. Ahn Name of authorized representative from Page 1 *
Attest: Signature of authorized representative *
Signature of authorized representative *
(CORPORATE SEAL)
5425 Port Royal Road, Springfield, VA 22151 Business Address
* If a representative other than the President or a Vice President of the Corporation signs this Bid on its behalf, then attach a valid corporate resolution or other appropriate proof, dated prior to or as of the date of the Bid, evidencing authority to execute this Bid on behalf of the Corporation.
** If a representative other than the Secretary, an Assistant Secretary, the Treasurer or an Assistant Treasurer attests to the signature of the corporate representative, then attach a valid corporate resolution or other appropriate proof, dated prior to or as of the date of the Bid, evidencing authority to attest to the execution of this Bid on behalf of the Corporation.

Bid Bond

MAIA Document A310™ - 2010

CONTRACTOR:

Name, legal status and address)
AUTUMN CONTRACTING, INC.
5425 Port Royal Road

Springfield, VA 22151

OWNER:

(Name, legal status and address)

Board of Education of Prince George's County 13300 Old Marlboro Pike Trailer 6

Upper Marlboro, MD 20772

SURETY:

(Name, legal status and principal place of business)

Westfield Insurance Company P. O. Box 5001

Westfield Center, OH 44251-5001

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of the Amount Bid (---- 5.00% ----)

PROJECT: Bid No.: DCP056-24 Design Build Construction Services, FY23 HSSFF Lewisdale Elementary School Roof Replacement

(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (I) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and/sealed this 14th day of March, 2024

(Witness)

(Witness) Brittany H. Ferciot, Witness as to Surety

AUTUMN CONTRACTING, INC.

(Principal)

(Title)

TOIN []

Westfield Insurance Company

itle) Belinda M. Ferciot, Attorney-in-fact

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General Power of Attorney

CERTIFIED COPY

POWER NO. 1920102 00

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these

presents make, constitute and appoint
MICHAEL E. SCHENDEL, DEBRA L. STEWART, BELINDA M. FERCIOT, REGINALD P. JARVIS, COURTNEY COTHRAN SEED,
BRITTANY H. FERCIOT, LETRISHA N. LEWIS, JOINTLY OR SEVERALLY

of MILLERSVILLE and State of MD its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit. - - -

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY.

"Both President any Society Executive any Society Resolutive any Society Resolutive any Society Resolutive shall."

WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:
"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate hearing facsimile signatures or facsimile.

power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting

held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 01st day of MAY

A.D., 2022

HSURANCE Corporate Seals Affixed

State of Ohio County of Medina ALTIONAL IN SEAL

WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Ву Gary W. Stumper, National Surety Leader and

A.D., 2022, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio County of Medina

SS.:

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 14th day of A.D., 2024 March







Frank A. Carrino, Secretary

BPOAC2 (combined) (03-22)

GMP						
	Sur	nmary of Accounting (Exhib	Summary of Accounting (Exhibit B)			
Talbot County Board of Education SF 62,687	Lump Sum Base Bid	Recommended Contractor	MBE / WBE			
Div 01 - General Conditions & General Requirements	\$ 1,104,30		\$ -			
Div 01 - WT Held Allowances	\$ 404,60		\$ -			
Div 01 - Owner Held Allowances	\$ 925,00		\$ -			
Div 01A - Final Cleaning	\$ 48,83	·····•	\$ -			
Div 01B - Construction Labor Services	\$ 50,00		\$ -			
Div 01C - Surveying	\$ 45,00		\$ -			
Div 01D - Testing & Inspections	\$ 60,00		\$ -			
Div 01E - Waste Management Div 01F - Temporary Conditioning	\$ 80,00 \$ 100,00		\$ - \$ -			
Div 01G - Utility Location	\$ 100,00 \$ 20,00		\$ -			
Div 01H - Building Envelope Consultant	\$ 20,00		\$ -			
Div 02A - Building Demolition	\$ 790,55		\$ 107,970.00			
Div 03A - Concrete	\$ 766,62		\$ -			
Div 04A - Masonry	\$ 1,646,60		\$ -			
Div 05A - Structural Steel & Misc Metals	\$ 920,91	······•	\$ -			
Div 06A - Carpentry/General Trades	\$ 1,620,87		\$ 224,812.00			
Div 07A - Roofing	\$ 2,720,70	0 Cole Roofing	\$ 133,932.00			
Div 07B - Metal Wall Panels	\$ 380,67		\$ -			
Div 07C - Air & Vapor Barrier	\$ 217,55		\$ -			
Div 07D - Caulking	\$ 78,20		\$ -			
Div 08A - Storefront & Curtainwall	\$ 1,126,32		\$ -			
Div 08B - Overhead Doors	\$	- See 10B	\$ -			
Div 09A - Metal Studs, Drywall, Trusses	\$ 1,466,57		\$ 85,843.00			
Div 09B - Painting	\$ 225,27		\$ 12,954.00			
Div 09C - Carpet & Resilient Flooring	\$ 284,64		\$ 241,960.00			
Div 09D - Ceramic Tile	\$ 231,86		\$ 12,061.00			
Div 09E - Resinous Flooring	\$ 132,30		\$ -			
Div 09F - Terrazzo Flooring Div 09G - Athletic Flooring	\$ 305,32 \$ 54,85		\$ - \$ -			
Div 10A - Awnings & Canopies	\$ 54,85		\$ -			
Div 10B - Folding Partitions	\$ 260,62		\$ -			
Div 11A - Kitchen Equipment	\$ 356,92		\$ -			
Div 11B - Athletic Equipment	\$ 85,35		\$ -			
Div 11C - Appliances	\$ 11,50		\$ -			
Div 12A - Casework	\$ 910,70		\$ -			
Div 12B - Window Treatments	\$ 122,48		\$ -			
Div 21A - Fire Suppression	\$ 604,10	0 Bear	\$ 32,456.50			
Div 22A - Mechanical & Plumbing	\$ 6,416,81	2 Zimmer	\$ 534,401.00			
Div 22B - Geothermal	\$ 1,290,00	Somerset Well Drilling	\$ -			
Div 22C - Propane	\$ 22,22	6 Pep-Up Inc	\$ -			
Div 26A - Electrical, Fire Alarm & Security	\$ 4,083,91		\$ 334,439.75			
Div 27A - Telecom	\$ 1,378,09	0 ThinkSecureNet	\$ -			
Div 31A - Sitework	\$ 2,725,96		\$ -			
Div 32A - Landscaping	\$ 41,30		\$ -			
Div 32B - Fencing	\$ 247,31		\$ 247,315.00			
Div 32C - Tensile Canopy Sails SEPTIC ALLOWANCE	\$ 75.00	- DELETED	\$ -			
SEF IIO ALLUWANCE	\$ 75,00	0 TBD	\$ -			
SUBTOTAL OF ALL DIVISION	NS \$ 34,574,07	9	\$ 1,968,144.25			
Subtotal with VE optio			¥ 1,550,177.25			
MBE			5.2%			
Fe			5.270			
Preconstruction F			1			
Postconstruction F						
Contingen			1			
SUBTOTA	AL \$ 35,736,24					
P & P Bo						
Builder's Risk Insuran						
General Liability Insuran	ce \$ 293,20	0				
SUBTOTA	AL \$ 36,296,86	7				
Total Add Alternat						
Add Alternates (accepte	ed) \$ 1,623,13	3				
			4 Total Control of the Control of th			

Contract Proposal - Washington County - Williamsport HS Roof Replacement

Roof Replacement at Williamsport High

WASHINGTON COUNTY PUBLIC SCHOOLS

Hagerstown, Maryland

Roof Replacement

Williamsport High School

FORM OF PROPOSAL - BID 2024-08

Proposal of SGK Contracting, Inc.
(Corporation, a partnership, or an individual hereinafter called "Bidder") organized and doing business and
existing under the laws of the state of <u>Maryland</u> .
I/We as the Bidder, in compliance with the Invitation to Bid for the selected contract package included herein,
have examined the Bidding Documents, and have become familiar with all the conditions surrounding the
construction of the proposed project, including the availability of materials and labor, hereby propose to
furnish all labor, materials, services and equipment necessary to properly complete the Work in accordance
with the Contract Documents and Addenda, and at the prices stated below. These prices are to cover all
expenses incurred in performing the Work required under the Contract Documents, of which this Proposal is a
part.

All prices include all applicable sales and/or use taxes; include all insurance premiums required and include all premiums for a Performance Bond and a Labor and Material Payment Bond in the sum of one hundred percent (100%) of the Contract price. A five percent (5%) <u>Bid Bond</u> shall be attached to the Proposal. The Bid Bond amount shall be computed on the Lump Sum Total Price inclusive of Alternate Values; shall be submitted with the Washington County Board of Education as the sole obligee and shall be issued for a minimum period of ninety (90) calendar days from the receipt of Bids.

PREQUALIFICATION

The solicitation document is available for viewing and download from the WCPS Purchasing Web site: www.wcpspurchasing.com. The bid solicitation document is made available to any person or company who chooses to obtain it from the website. To submit a bid, prequalification is a requirement. All contractors who have obtained a copy of the document from the website or by other means may not be eligible to be awarded. Only the WCPS Purchasing Department can grant pre-qualification approval. Only pre-qualified contractors are eligible to be awarded this project. Registration via the WCPS website is mandatory and is a two-step process. Approval at step one only of the application is not sufficient for bidding construction work. WCPS Purchasing Department will notify each contractor in writing upon approval of the pre-qualification application.

COMPLETION TIME - SCHEDULE OF WORK

I/We as the Bidder, agree to begin to perform the Work at the time stated in the "Notice of Award/Notice to Proceed" and to substantially complete the entire work in accordance with the provisions of the Contract Documents. If this work is not completed within the time period specified, I/we will be liable for Liquidated Damages of \$500.00 per calendar day.

BID 2024-08

00 20 00 - 1 BID FOR

Roof Replacement at Williamsport High
BASE BID (Include Prevailing Wage Rates) Bidders furnish all labor, materials, services, and equipment necessary to properly complete the Work required for the project in strict accordance with the Contract Documents for the following lump sum total:
Lump Sum Total:
\$Two Million, Eight Hundred Fifty-six Thousand, Eight Hundred and Ninety Dollars and 00/100 DOLLARS \$2,856,890.00
(Paying Wage Rate) (Amount in words) (Amount in numbers)
Unit Prices (Include Prevailing Wage Rates) Bidders shall furnish all labor, materials, equipment, and services necessary for the unit price incidental to, the preparation of, and the installation of materials to properly complete the work required in strict accordance with the aforesaid documents, specifically Specification section 01 20 00, for the following sum based on unit prices quoted herein.
1) Unit Price No. 1 – Repair/Replace Cementitious Wood Fiber Deck: Includes material and labor to replace existing cementitious wood fiber deck per section 03 51 10 as deemed necessary by the Owner/Architect. Based on this Unit Price, include a quantity of 200 Square Feet of Cementitious Wood Fiber Deck Repair/Replacement within the BASE BID cost as an allowance.
Unit Pricing is Per SF:
\$ Twenty Dollars and 00/100 DOLLARS \$ 20.00
(Paying Prevailing Wage) (Amount in words) (Amount in numbers)
2) Unit Price No. 2 – Repair/Replace Gypsum Concrete Roof Deck: Includes material and labor to replace existing gypsum concrete roof deck per section 03 51 00 as deemed necessary by the Owner/Architect. Based on this Unit Price, include a quantity of 2000 Square Feet of Gypsum Concrete Roof Deck Repair/Replacement within the BASE BID cost as an allowance.
Unit Pricing is Per SF:
\$ Eighteen Dollars and 00/100 DOLLARS \$ 18.00
(Paying Prevailing Wage) (Amount in words) (Amount in numbers)
3) Unit Price No. 3 – Replace/Repair Metal Deck: Includes material and labor to patch and repair or replace existing metal deck per section 05 31 00 as deemed necessary by the Owner/Architect. Based on this Unit Price, include a quantity of 100 Square Feet of Metal Roof Deck Repair/Replacement within the BASE BID cost as an allowance.

Unit Pricing is Per SF:

\$ Eighteen Dollars and 00/100
(Paying Prevailing Wage) (Amount in words)

_DOLLARS \$ 18.00

(Amount in numbers)

Bld 2024-08

00 20 00 - 2 **BID FORM**

Roof	Rep	lacement	at	Williamspo	ort H	ligh
------	-----	----------	----	------------	-------	------

	4) Unit Price No. 4 – Blocking: Includes material and labor and all other costs for 2X8 blocking due to deterioration or damage or additional blocking that would be required that is not specifically called for on the Drawings and Specifications. Based on this Unit Price, include a quantity of 2000 Linear Feet of Blocking within the BASE BID cost as an allowance.
	Unit Pricing is Per LF:
	\$ Four Dollars and 00/100 DOLLARS \$4.00
	(Paying Prevailing Wage) (Amount in words) (Amount in numbers)
	5) Unit Price No. 5 – Additional Roof/Overflow Drain (No Allowance): Includes material and labor and all other costs for roof drain with strainer installation and connection to the existing storm drain system at nearest accessible location.
	Unit Pricing is Per Roof Drain:
•	\$ One Thousand, Five Hundred Dollars and 00/100 DOLLARS \$ 1,500.00
	(Paying Prevailing Wage) (Amount in words) (Amount in numbers)
	6) Unit Price No. 6 – Repointing Masonry: Includes material and labor and all other costs to repoint masonry in wall areas above the roof line that is not specifically called for in the specifications. Based on this Unit Price, include a quantity of 4000 Square Feet of Masonry Repointing within the BASE BID cost as an allowance. Unit Pricing is Per SF:
	\$ Fifteen Dollars and 00/100DOLLARS \$ 15.00
	(Paying Prevailing Wage) (Amount in words) (Amount in numbers)
\$	Add-Alternate 1 (Include Prevailing Wage Rates) Replacement of Roof Areas N&O with single-ply membrane roofing per Section 07 54 10 Bidders furnish all labor, materials, services, and equipment necessary to properly complete the Work required for the project in strict accordance with the Contract Documents for the following lump sum total: Lump Sum Total: Eighty-five Thousand Dollars and 00/100 DOLLARS \$85,000.00 (Amount in numbers) ADDENDA The following Addenda have been received and reviewed and all Work therein is incorporated in the Bid Form of Proposal: (If none please write "NONE"):
	Bid 2024-08 00 20 00 - 3 BID FORM

Roof Replacement at Williamsport Hig	h					
Addendum No.	Date					
#1	4/5/2024					
#2	4/16/2024					
	_					
ATTACHMENTS The following items are mandatory and are to be included with the Bid Form of Proposal and shall be comp by the Bidder: 1. WCPS Bid/Proposal Affidavit						
3. MBE Attachment A – S	 Bid Security – See Section 00 43 13 – AIA Document A310 -2010 Bid Bond MBE Attachment A – See Section 00 43 39 – Minority Business Enterprise Procedures MBE Attachment B – See Section 00 43 39 – Minority Business Enterprise Procedures 					
modified by the Washington County Board therein and submit this Bid Proposal in according to the Proposal in the Owner's own best interests. A Bid required by the Bidding Documents, or a Proposal in the Proposal in according to the Pr	mplete AIA Document A701 – 2018 "Instructions to Bidders," as d of Education, and agree with the terms and conditions specified cordance. You all Bids. The Owner shall have the right to waive informalities adding process and to accept the Bid which, in the Owner's judgment, d not accompanied by a required bid security, or by other data aid which is in any way incomplete or irregular, is subject to lel his bid, or any part thereof, for a minimum of ninety (90) calendarigned shall complete the total Work within the timeframe previously use of this Bid Proposal by way of a written "Notice of Award" or nety (90) day time period, or any time thereafter before the Bid is					
firm or corporation submitting a bid for th collusion or fraud; that none of this compa bribery, attempted bribery, or conspiracy no member of the Board of Education of V	previous understanding, agreement, or connection with any person, e same items and/or services and is, in all respects fair and without any's officers, directors or its employees have been convicted of to bribe under the laws of any state or federal government; and that Vashington County, administrative or supervisory personnel or other chools have any interest in the bidding company except as follows:					
None						
Respectfully submitted,						

Bid 2024-08

00 20 00 - 4 BID FORM

Purchase Order - Wicomico County - Pittsville ES Roof Restoration



Electronic Purchase Order Board of Education of Wicomico County

BILL TO:	PURCH	ASE ORDER
ACCOUNTS PAYABLE	PO#	P047937
PO BOX 1538 SALISBURY, MD 21802	PO Date	02/16/2022
PH (410) 677-4591 acctspay@wcboe.org	Requisition #	R055404
	Vendor#	V006431

BECKER MORGAN GROUP

312 WEST MAIN ST SUITE 300 SALISBURY, MD 21801 PH: (410) 546-9100

FX: (410) 546-5824

bhastings@beckermorgan.com

Request by: CYNTHIA DORR End Use: Lincoln Meade

INQUIRIES:

CYNTHIA DORR

PH 410-677-4492 FX 410-677-4450

SHIP TO:

WCBOE

FACILITIES BUILDING 900 MOUNT HERMON ROAD SALISBURY, MD 21804

LINE	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
	Pittsville Delmar Roofing Evaluations				
	Becker Morgan Group				
	Design Contract Small Scale				
	Total: \$40,600.00				
	PM Lincoln Meade				
	PROJECT SCHEDULE				
	ASAP				
0001	Delmar Elementary HSFF Roof Restoration	20,300.00	DOL	1.00	20,300.00
0002	Pittsville Elementary HSFF Roof Restoration	20,300.00	DOL	1.00	20,300.00
fax Exem	ppt # 3000130-0 FIN 52-6001052			TOTAL	40,600.00

WCBOE STANDARD TERMS AND CONDITIONS WILL GOVERN THIS PO UNLESS OTHERWISE INDICATED ABOVE.

WCBOE STANDARD CONDITIONS CAN BE FOUND AT WWW.WCBOE.ORG/CENTRALOFFICE/PROCUREMENT I HEREBY CERTIFY THAT: purchasing regulations were followed; account number(s) are correct; funds are available; and that at least two authorized agents have reviewed and electronically approved this purchase.

Mark E. Miller, C.P.M., CPPO

PROCUREMENT MANAGER

User: LMKING - LINDA KING

Report: PO_7001b: Electronic Purchase Order

Page:

Date:

02/16/2022

Time: 14:03:39



PLANNING OUR CLIENTS' SUCCESS

BECKER MORGAN GROUP, INC.

PORT EXCHANGE 312 WEST MAIN STREET, SUITE 300 SALISBURY, MARYLAND 21801 410.546.9100 FAX-410.546.5824

309 South Governors Avenue Dover, Delaware 19004 302.734.7950 Fax 302.734.7965

THE TOWER AT STAR CAMPUS 100 DISCOVERY BOULEVARD, SUITE 102 NEWARK, DELAWARE 19713 302,369,3700

3333 JAECKLE DRIVE, SUITE 120 WILMINGTON, NORTH CAROLINA 28403 910.341.7600 FAX 910.341.7506

www.beckermorgan.com

February 9, 2022

Mr. Joseph Vignale Senior Construction Manager Wicomico County Public Schools 101 Long Avenue Salisbury, Maryland 21804

Re: Professional Services

DELMAR and PITTSVILLE ELEMENTARY – ROOF RESTORATION

Delmar and Pittsville, Maryland

Dear Joe:

Becker Morgan Group, Inc. is pleased to provide you with this Professional Services Proposal in support of the roof restoration project at Delmar Elementary School in Delmar, Maryland and Pittsville Elementary School in Pittsville, Maryland. It was a pleasure discussing the project with you on February 2nd and 8th, 2022. We appreciate your confidence in our firm.

Enclosed please find an original agreement documenting our services and compensation. If acceptable, please sign and return the agreement to our office. We are prepared to proceed with our services upon your direction.

Thank you for the opportunity to be of service. Please do not hesitate to call with any questions or concerns.

Sincerely,

BECKER MORGAN GROUP, INC.

Jon M. Lipka, AIA, CSI, CCCA

Serior Associate

jml/apg

enc: Proposal / Agreement (02/09/2022)

o22-0075aa-ppl.docx



February 9, 2022

Proposal / Agreement

Professional Services <u>DELMAR and PITTSVILLE ELEMENTARY- ROOF RESTORATION</u> Delmar and Pittsville, Maryland

Project Scope

It is our understanding the roofs at Delmar and Pittsville Elementary Schools are nearing the end of their useful life. Wicomico County Public Schools (WCPS) received recommendation from their annual roof inspector to repair and recoat the existing roofs. WCPS would like a building envelope specialist to visit the site, evaluate the existing conditions through destructive and non-destructive investigation, evaluate the proposed restoration provided by the annual roof inspector, and provide a report of findings and recommendations. Based on the report, WCPS may request a Design Team for proposal for continued services to prepare Bidding and Construction Documents associated with restoration.

Services Scope

Becker Morgan Group, Inc. (BMG) will hire Wiss, Janney, Elstner Associates, Inc.(WJE) as our consultant to provide building envelope consulting services. During this phase, BMG will provide project management activities and review of draft reports.

<u>Document Review:</u> WJE will review previous inspection reports, maintenance records, Record Drawings and Specifications, etc. provided by WCPS, to assess original design intent and conditions.

<u>Visual Survey:</u> WJE will visit each site and assess the conditions for accessible areas of the roof, interface with other systems, terminations, penetrations, drainage and other conditions. Review interior conditions where WCPS has identified prior and current leaks.

Non-Destructive Evaluation (NDE): WJE will visit each site and perform NDE to determine locations where moisture is potentially trapped under roof membrane using ASTM D7954, ASTM C1153, or ANSI/SPRI/RCI NT-1 test methods based on their judgment. Fee includes \$1,900 allowance for Contractor assisting in testing.

<u>Roof Inspection Openings:</u> With WCPS approval, WJE will visit each site and, with assistance of a qualified roofing Contractor, conduct three (3) destructive tests per building to validate NDE testing, confirm insulation type and thickness, etc. Fee includes \$1,500 allowance for Contractor assisting in roof opening.

<u>Summary of Findings:</u> WJE will prepare a memorandum for each building summarizing their findings, assessing the annual roof inspector's proposed restoration, and making recommendations for roof restoration and/or replacement. WJE and BMG will meet with WCPS to discuss the findings and recommendations.

Compensation

For the above-referenced services, we propose a fixed fee as indicated below. The fee includes reimbursable items, but other *Terms and Conditions of Agreement*, apply. The fee is broken down as follows:

Delmar Elementary Pittsville Elementary \$20,300.00

\$20,300.00

Total:

\$40,600.00



ARCHITECTURE ENGINEERING

Exclusions

- Destructive Field Investigation (Beyond what is indicated in Proposal)
- Regulatory Matters*: Variances; Exceptions; Amendments; Hearings; Review Meetings
- Surveying*: Subdivision Plats; Recordation; Agency Reviews; ALTA/ACSM Surveys; Recordation Drawings; As-Built Surveys; Construction Stake Out Services
- Engineering: Geotechnical; Civil*; Structural*; Life Safety; Fire Protection; Plumbing; Mechanical; Electrical; Technology and Telecommunications
- Design*: Architecture; Roofing; Landscape or Interior Design [Furniture, Fixtures and movable Equipment (FF&E) Specification and/or Procurement; FF&E Color Coordination; Window Coverings]
- Hazardous Materials Assessment
- Other Consultants: Acoustical; Cost Control; Scheduling
- Graphics*: Models; 2D and 3D Presentation Materials; Marketing Materials / Presentation Graphics; Project Signage; Computer Animation
- Fees: Filing; Review; Permits; Agency Approvals; Bonds
- * Becker Morgan Group, Inc. has personnel qualified to perform these services as required.

Agreement Terms

o22-0075aa-ppl.doex

Reimbursable items such as printing, mileage, shipping, etc. are included in our fee. The attached *Terms and Conditions of Agreement* documents contract terms and is hereby incorporated into this agreement. If this proposal is acceptable as written, please sign and return to our office. We are prepared to start our work immediately with your direction.

Thank you for the opportunity to be of service.

BECKER MORGAN GROUP, INC.

Sal Areh	Jan-Jif
Brad A. Hastings, AIA, LEED A	P Jon M. Lipka, AIA, CSI, CCCA
Vice President	Senior Associate
jml/apg	
Wicomico Cou	nty Public Schools
Accepted:	
Title:	
Date:	
Client Billing Information	(To Be Completed By Client – Please Print)
Billing Contact Name:	
Billing Entity:	
Billing Address: Street, City, State, Zip:	
Billing Email Address:	
Billing Contact Phone:	
Attachment: Terms and Con	ditions of Agreement (01/01/22) MD

IAC Meeting 07/11/2024

TERMS AND CONDITIONS OF AGREEMENT For Professional Services

Scope of Project and Services

See attached proposal/letter of agreement. All references herein to A/E means Design Professional - Architect, Engineer, Landscape Architect, Surveyor, or Interior Designer.

Fixed Fee Projects

Billings are based upon the percentage of completion of each phase of services.

Hourly Rate Schedule

Compensation for hourly services:

Principals	\$225 - 275/hr
Senior Associate	\$150 - 200/hr
Associate	\$120 - 160/hr
Architect/Engineer/Interior	\$145 - 165/hr
Designer/Landscape Arch	itect
& Surveyor	
Designer	\$100 - 145/hr
Technician	\$ 50 - 110/hr
Support	\$ 50 - 150/hr
Field Crew	\$180/hr
Expert Witness	1.5 x billing
	rate
3D Scanner	\$200
Rates subject to change each.	January.

Any consultants required and authorized by the Owner will be billed at cost plus ten (10) percent.

Estimated Fees

Fee estimates are valid for sixty (60) days. Where an estimated total is given for hourly work, it shall not constitute an upset figure, but is provided to assist in project budgeting only.

Initial Payment

Services commence when the Owner's authorization is received with the initial payment, which will be applied to the final invoice.

Invoices

Invoices are sent monthly for services performed. Payment is due upon receipt. A late charge will be added thirty (30) days after the invoice date at 1.5% per month simple interest.

Reproduction Expenses

In-house reproduction expenses incurred in the interest of the project will be billed as follows:

Plots	Size	Regular	Color
	18x24	\$ 5.00	\$10.00
	24x36	\$10.00	\$15.00
	30x42	\$15.00	\$20.00
Photocopies	8½ x 11	\$.15	\$.50
	81/2 x 14	\$.20	\$.75
	11x17	\$.25	\$ 1.00
Prints	18x24	\$ 2.00	
	24x36	\$ 3.00	
	30x42	\$ 4.00	

Reimbursable Expenses

Other expenses incurred in the interest of the project (travel, toll communications, postage, delivery, photographs, engineering or other consultants, renderings, models, etc.) will be billed monthly at cost plus ten (10) percent.

Government Agency Fees / Approvals

The owner shall pay directly (outside of Becker Morgan Group, Inc.'s fees and reimbursables) for all of the following governmental charges, including, but not limited to: application fees, review fees, permit fees, plat recordation, governmental charges, impact fees, front footage assessments, water flow and pressure test, tap-in fees, bonds, transfer taxes, etc. Owner should investigate and budget these items in their total project development soft costs. Owner acknowledges that the approval process necessary to estimate or maintain a project timeline is both unpredictable and outside of the A/E's control. A/E does not guarantee approvals by any governing authority or outside agency, nor the ability to achieve or maintain any project timeline.

Additional Services

Services beyond those outlined in the attached Scope of Work, including for revisions due to adjustments in the scope, budget or quality of the project, for redesign of previously approved drawings, and for additional Construction Phase services, will be billed at hourly rates above or at fixed fees.

Change of Scope

All fees are subject to renegotiations if the original scope of service is changed or if services are not completed within two (2) months of the project's projected completion date indicated in the proposal.

Early GMP or Design / Build

If Owner solicits early GMP or Design / Build proposals based upon work-in-progress drawings or prior to A/E's receipt of, and response to, permitting comments, Owner acknowledges that any cost scheduling information resulting for such solicitations or procurement necessary will be subject to revision until the Construction Documents are finally completed and issued for construction, including all addenda. Any services required to highlight drawing changes associated with early GMP or Design / Build proposals shall be compensated as an Additional Service.

Fast-Track or Phased Project Delivery

If Owner requests or requires fast-track design services or early or phased construction document packages, Owner assumes the elevated risk the design services and/or phased construction document packages will have errors, omissions or incomplete coordination. Accordingly, A/E shall have no liability to Owner with respect to fast-track design services or early or phased construction packages absent gross negligence on the part of the A/E.

Betterment

In the case of design errors or omissions that lead to an increase in the cost of construction, A/E shall have no liability to Owner for the portion of such cost increase that represents betterment or value added to the project.

Third-Party Beneficiaries

Neither the Contractor nor any other person or entity, apart from the Owner and A/E, are intended beneficiaries of the A/E's services. A/E does not warrant or represent that its services or the Construction Documents will be free from errors, omissions or ambiguities. Owner shall inform all prospective contractors and construction managers, in writing, that A/E makes no representation whatsoever to any prospective contractor, trade contractor or construction manager regarding the quality, completeness or sufficiency of the Construction Documents, for any purpose whatsoever.

Site Visitation

In the event A/E's scope of services includes periodic site visits during the construction phases, A/E shall be serving only in the capacity as a consultant to advise Owner on issues involving progress and general design compliance. A/E does not assume any responsibility for the means and methods of construction, shoring or temporary construction, the quality or timeliness of any

contractor's work, job site safety, continuous on-site inspections, or any issues that fall outside of A/E's scope of services as defined in this Agreement.

Design Without Construction Review

Should Owner elect not to engage A/E to perform normal periodic construction observation and normal full service Submittals, RFIs, Substitution and Change Order review services during construction, Owner acknowledges that there is an increased risk to Owner of misinterpretation of A/E's design intent by the Contractor, the Owner or inspecting agencies; an increased risk of non-compliant construction work on the part of the Contractor; and a reduced opportunity afforded to the A/E and Owner to identify and resolve conflicts, errors or omissions in the construction or in the construction documents at a point when the consequences stemming from such risks and reduced opportunities could have been mitigated or avoided. Accordingly, A/E shall not be liable to Owner or others for any portions of any damages or harm that plausibly could have been avoided had the A/E been engaged to perform full service construction phase services.

Ownership of Documents

All documents (drawings, sketches, reports, etc.) prepared as instruments of service shall remain the copyrighted property of the A/E and are specific only to this project, Owner, and this Agreement. Work which is furnished, but not paid for, will be returned to the A/E and will not be used for any purpose by the Owner until payment in full is rendered. Owner agrees to indemnify, defend and hold A/E harmless for all claims arising out of Owners reuse, misuse, modification or assignment of A/E's instruments of service. This provision shall survive termination of this Agreement.

Insurance

The A/E is protected by Workmen's Compensation, Professional Liability and Standard Public Liability Insurance. The A/E will not be responsible for any loss, damage or liability arising from Owner's negligent acts, errors or omissions or those by Owner's consultants, contractors, and agents or from those of any person whose conduct is not within the A/E/s contractual responsibility.

Risk Allocation

Owner and A/E have discussed the risk, rewards and benefits of the project and the A/E's total fee for services. The risks have been allocated such that the Owner agrees that to the fullest extent permitted by law, A/E's total liability to Owner for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total fee or \$50,000, whichever is greater. Such causes include, but are not limited to design professional's negligent errors, omissions, or breach of contract. This limitation of liability may be increased up to the limits of A/E's insurance coverage available to pay for said increased liability only if a mutually agreed increase in A/E's fees is negotiated and set to this or written amendment executed by both parties.

Termination of Agreement

This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. This Agreement may be terminated by the Owner upon at least seven (7) days written notice to the A/E in the event that the Project is permanently abandoned. In the event of termination not the fault of the A/E, the A/E shall be compensated for all services performed to termination date, together with Reimbursable Expenses then due.

Environmental Hazards / Subsurface Conditions

The A/E does not perform services related to the identification, containment or removal of asbestos, hazardous waste, or any other environmental hazards, nor will it assume liability for any damages or costs related to these materials. Unless specifically included under A/E's scope of services, A/E assumes no liability for geotechnical engineering or any other analysis or testing of subsurface conditions (including soils and the location of any utilities or structures not visible on the surface).

Nonpayment / Work Stoppage

The A/E reserves the right to stop work on the project upon ten (10) days written notice to Owner for non-payment and withdraw any permit documents. A/Es stoppage of work shall be without liability for consequential or other damages resulting from the stoppage. Restart on the project after thirty (30) days of stoppage will require payment of additional fees.

Standard of Care

The Owner acknowledges the inherent risks associated with construction. In performing professional services, the A/E will use that degree of care and skill ordinarily exercised under similar circumstances by competent licensed A/E in the jurisdiction where the project is located. Under no circumstances shall any other representation (express or implied) or any type of warranty or guarantee be included or intended by the A/E during the completion of its services under this Agreement.

Successors & Assigns

The Owner and the A/E bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

Affidavits / Certifications

Any affidavits or certifications required by government agencies, lenders, or others shall be written to include language acceptable to the A/E. The Owner shall not require certification that would require knowledge or assumption of responsibilities beyond the scope of this agreement.

Miscellaneous Provisions

Unless otherwise specified, this Agreement shall be governed by Maryland Law. Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

Collection

If it is necessary to enforce collection on any amount past due under this agreement, the A/E shall be reimbursed for all legal and other reasonable costs related thereto, including (33%) attorney's fees, court costs, administrative time and other collection costs.

Certificate of Merit

The Owner shall make no claim (whether directly or in the form of a third party claim) against the A/E unless the Owner shall have first provided the A/E with a written certification executed by a licensed professional in the State of Maryland, specifying each and every act or omission which

the certifier contends constitutes a violation of the standard of care expected of an A/E performing professional services under similar circumstances. Such certificate shall be provided to the A/E thirty (30) days prior to the presentation of any such claim.

Frivolous Suit or Counterclaim

In the event the Owner makes a claim (or counterclaim) or brings an action against the A/E for any act arising out of the performance of the services hereunder, and the Owner fails to prove such a claim or action, then the Owner shall pay all legal and other costs incurred by the A/E in defense of such claim or action.

Electronic Media

If electronic media of project files are requested, the Owner or requesting party must sign an Electronic Media Release Form, plus remit \$200.00 per file, plus printing costs per sheet for one (1) record set for Owner and one (1) set for A/E.

Publicity

All publicity developed for this project will credit Becker Morgan Group, Inc. as the Architects/Engineers, as appropriate.

January 1, 2022 Becker Morgan Group, Inc.

TCA1Jan2022_MD.docx



Electronic Purchase Order Board of Education of Wicomico County

BILL TO:	PURCHASE ORDER	
ACCOUNTS PAYABLE	PO#	P049297
PO BOX 1538 SALISBURY, MD 21802	PO Date	06/15/2022
PH (410) 677-4591 acctspay@wcboe.org	Requisition #	R056980
	Vendor#	V006431

BECKER MORGAN GROUP 312 WEST MAIN ST SUITE 300 SALISBURY, MD 21801 PH: (410) 546-9100 bhastings@beckermorgan.com

FX: (410) 546-5824

Request by: CYNTHIA DORR End Use: Lincoln Meade

INQUIRIES:

PH 410-677-4492 FX 410-677-4450

SHIP TO:

WCBOE

CYNTHIA DORR

FACILITIES BUILDING 900 MOUNT HERMON ROAD SALISBURY, MD 21804

LINE	DESCRIPTION		QTY	UNIT	UNIT PRICE	TOTAL	
0001	Pittsville Elementary Roo Construction Documents, l Reimbursables		98,800.00	DOL	1.00	98,800.00	
Tax Exem	npt # 3000130-0	FIN 52-6001052			TOTAL	98,800.00	

WCBOE STANDARD TERMS AND CONDITIONS WILL GOVERN THIS PO UNLESS OTHERWISE INDICATED ABOVE.

WCBOE STANDARD CONDITIONS CAN BE FOUND AT WWW.WCBOE.ORG/CENTRALOFFICE/PROCUREMENT I HEREBY CERTIFY THAT: purchasing regulations were followed; account number(s) are correct; funds are available; and that at least two authorized agents have reviewed and electronically approved this purchase.

Mark E. Miller, C.P.M., CPPO

PROCUREMENT MANAGER

User: LMKING - LINDA KING

Report: PO_7001b: Electronic Purchase Order

Page:

7

Date:

06/15/2022

Time:

10:55:58



Work Authorization 01

Date:	June 2, 2022		
Project:	Pittsville Elementary Roof Replacement	Project Manager:	Jon M. Lipka
Project No:	2022049.01	Principal in Charge:	Brad A. Hastings

Description of work to be performed:

Add Main Gymnasium Roof Replacement to Work Scope:

This work is authorized pursuant to the agreement, dated February 9, 2022, between Wicomico County Public Schools and Becker Morgan Group, Inc. for the following project: Delmar and Pittsville Elementary Roof Restoration.

Per Owner request, Becker Morgan Group, Inc. (BMG) will provide continued professional services for replacement of the roof at Pittsville Elementary. BMG will work with Wiss, Janney, Elstner Associates, Inc. as building envelope consultant. Our services will be as follows:

<u>Construction Documents</u>: Review record drawings; visit site to review field conditions; prepare drawings and technical specification; review preliminary documents (50% CDs) with Owner for review and comment; prepare documents for submission DGS; provide revised documents for WCPS's use in bidding.

Bidding: Attend pre-bid meeting; review bidder RFIs and substitution requests; review bid results.

<u>Construction</u>: Attend preconstruction meeting; review contractor RFIs and submittals; visit site five (5) times to review progress of work; perform preliminary inspection and provide punchlist.

Fee Breakdown - By Design Phases Construction Documents BMG WJE	\$30,600.00 \$14,700.00 \$45,300.00
Bid and Construction Phases BMG WJE	\$19,400.00 \$30,900.00 \$50,300.00
Reimbursable Expenses (inclusive) Total Fee	\$ 3,200.00 \$98,800.00
Construction Budget (if applicable):	Fixed Fee: \$98,800.00
Phase of Work	Billing Instructions
□ Design☒ Construction Docs☒ Bid/Construct Phase□ Other:	 ☐ included in basic fee ☐ additional services, increase budget ☒ additional services, separate account ☐ additional services, separate task
Client	Principal
Signature:	Signature:
Name:	Name: Brad A Hastings, AIA, LEED AP
Title:	Title: Vice President
Organization:	Organization: Becker Morgan Group, Inc.
Date:	Date: June 2, 2022

202204902aa-WA01.docx



Electronic Purchase Order Board of Education of Wicomico County

BILL TO:

Request by: CYNTHIA DORR

End Use: Lincoln Meade

ACCOUNTS PAYABLE PO BOX 1538

SALISBURY, MD 21802

PH (410) 677-4591 acctspay@wcboe.org

PURCHASE ORDER

PO# **P049297**

PO Date 06/15/2022

Requisition # R056980

Vendor # V006431

INQUIRIES:

CYNTHIA DORR

PH 410-677-5233 FX 410-677-4466

SHIP TO:

WCBOE

FACILITIES BUILDING 900 MOUNT HERMON ROAD SALISBURY, MD 21804

BECKER MORGAN GROUP 312 WEST MAIN ST SUITE 300 SALISBURY, MD 21801 PH: (410) 546-9100 bhastings@beckermorgan.com FX: (410) 546-5824

LINE	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
	CAR0522				
	Increase PO by \$4,500.00				
	FROM: \$98,800.00				
	TO: \$103,300.00				
0002	CAR0522 - Additional site visits.	4,500.00	DOL	1.00	4,500.00
0001	Pittsville Elementary Roof Replacement - HSFF	98,800.00	DOL	1.00	98,800.00
•	Construction Documents, Bid/Construction Phases,	•	•		
	Reimbursables				
Tax Exem	pt # 3000130-0 FIN 52-6001052			TOTAL	103,300.00

WCBOE STANDARD TERMS AND CONDITIONS WILL GOVERN THIS PO UNLESS OTHERWISE INDICATED ABOVE.

WCBOE STANDARD CONDITIONS CAN BE FOUND AT WWW.WCBOE.ORG/CENTRALOFFICE/PROCUREMENT I HEREBY CERTIFY THAT: purchasing regulations were followed; account number(s) are correct; funds are available; and that at least two authorized agents have reviewed and electronically approved this purchase.

Mark E. Miller, C.P.M., CPPO

PROCUREMENT MANAGER



Work Authorization 02

Revised

Date:	December 21, 2022		
Project:	Pittsville Elementary Roof Replacement	Project Manager:	Jon M. Lipka, AIA
Project No:	2022049.02	Principal in Charge:	Brad A. Hastings, AIA

Description of work to be performed:

This work is authorized pursuant to the agreement, dated February 9, 2022, between Wicomico County Public Schools and Becker Morgan Group, Inc. for the following project: Delmar and Pittsville Elementary Roof Restoration.

Per Owner request, Becker Morgan Group, Inc. (BMG) and Wiss, Janney, Elstner Associates, Inc. (WJE) will provide the following additional services:

<u>Construction</u>: WJE will provide five (5) additional site visits to review progress of work for general compliance with contract documents and specified industry standards. All ten site visits for this project (five (5) originally included and these five (5) additional) will be on same day as Delmar Elementary School. Site visit is assumed to be two (2) hours or less and will include a Field Report summarizing the visit, together with photographs, sketches, and related documentation. BMG has included two (2) hours per additional site visit, to review field reports, and provide response to items addressed therein.

Construction Phase Fee Increase:

BMG \$1,750.00 WJE (including 10% markup) \$2,750.00

Total Fixed Fee \$4,500.00

Construction Budget (if applicable):	Fixed Fee Increase: \$4,500.00			
Phase of Work	Billing Instructions			
□ Design□ Construction Docs☑ Bid/Construct Phase□ Other:	 □ included in basic fee ☑ additional services, increase budget □ additional services, separate account □ additional services, separate task 			
Client	Principal			
Signature:	Signature:			
Name:	Name: Brad A Hastings, AIA, LEED AP			
Title:	Title: Vice President			
Organization:	Organizatio Becker Morgan Group, Inc.			
Date:	Date: December 7, 2022 Revised, December 21, 2022			

202204902ae-WA02_rev.docx



Electronic Purchase Order Board of Education of Wicomico County

BILL TO:

Request by: CYNTHIA DORR

End Use: Lincoln Meade

ACCOUNTS PAYABLE PO BOX 1538

SALISBURY, MD 21802

PH (410) 677-4591 acctspay@wcboe.org

PURCHASE ORDER

PO# **P049297**

PO Date 03/14/2023

Requisition # R056980

Vendor # V006431

INQUIRIES:

CYNTHIA DORR

PH 410-677-5233 FX 410-677-4466

SHIP TO:

WCBOE

FACILITIES BUILDING 900 MOUNT HERMON ROAD SALISBURY, MD 21804

BECKER MORGAN GROUP 312 WEST MAIN ST SUITE 300 SALISBURY, MD 21801 PH: (410) 546-9100 bhastings@beckermorgan.com

FX: (410) 546-5824

LINE	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	
	SEE ATTACHED					
	PER QUOTE					
	EMAIL COPY OF PO TO VENDOR					
	CAR05400					
	Increase PO by \$1,500.00					
	FROM: \$103,300.00					
	TO: \$104,800.00					
	CAR0522Increase PO by \$4,500.00					
	FROM: \$98,800.00					
	TO: \$103,300.00					
0001	Pittsville Elementary Roof Replacement - HSFF	98,800.00	DOL	1.00	98,800.00	
	Construction Documents, Bid/Construction Phases,					
1	Reimbursables	1		1		
0002	CAR0522 - Additional site visits.	4,500.00	DOL	1.00	4,500.00	
0003	CAR0540 - Additional Services - Conformed Documents	1,500.00	DOL	1.00	1,500.00	
Tax Exemp	pt # 3000130-0 FIN 52-6001052			TOTAL	104,800.00	

WCBOE STANDARD TERMS AND CONDITIONS WILL GOVERN THIS PO UNLESS OTHERWISE INDICATED ABOVE.

WCBOE STANDARD CONDITIONS CAN BE FOUND AT WWW.WCBOE.ORG/CENTRALOFFICE/PROCUREMENT I HEREBY CERTIFY THAT: purchasing regulations were followed; account number(s) are correct; funds are available; and that at least two authorized agents have reviewed and electronically approved this purchase.

Mark E. Miller, C.P.M., CPPO

PROCUREMENT MANAGER



Work Authorization 03

Date:	March 9, 2023		
Project:	Pittsville Elementary Roof Replacement	Project Manager:	Jon M. Lipka, AIA
Project No:	2022049.02	Principal in Charge:	Brad A. Hastings, AIA

Description of work to be performed:

This work is authorized pursuant to the agreement, dated February 9, 2022, between Wicomico County Public Schools and Becker Morgan Group, Inc. for the following project: Delmar and Pittsville Elementary Roof Restoration.

Per Owner request, Becker Morgan Group, Inc. (BMG) will provide the following additional services:

<u>Conformed Documents:</u> BMG will provide conformed drawings and specifications incorporating all changes made to date, including Bidding Addenda 1-3 and Field Bulletin 1. Documents will be provided as combined PDF files. We will perform these services on an hourly not-to-exceed basis, within \$1,500.00 budget.

Construction Budget (if applicable):	Hourly Not-to-Exceed Fee Budget: \$1,500.00
Phase of Work	Billing Instructions
☐ Design ☐ Construction Docs ☑ Bid/Construct Phase ☐ Other:	 ☐ included in basic fee ☐ additional services, increase budget ☐ additional services, separate account ☑ additional services, separate task
Client	Principal
Signature:	Signature:
Name:	Name: Brad A Hastings, AIA, LEED AP
Title:	Title: Vice President
Organization:	Organization: Becker Morgan Group, Inc.
Date:	Date: March 9, 2023

202204902ag-WA03.docx

Purchase Order - Wicomico County - Pittsville ES Roof Repairs



Electronic Purchase Order Board of Education of Wicomico County

ACCOUNTS PAYABLE PO BOX 1538

SALISBURY, MD 21802

PH (410) 677-4591 acctspay@wcboe.org

PURCHASE ORDER

PO# P055070

03/07/2024 PO Date

Requisition # R063385

V006220 Vendor#

WILFRE COMPANY INC

8161 MEMORY GARDENS LANE HEBRON, MD 21830

Renee@wilfreco.net FX: (410) 548-7974

Request by: LESLIE QUILLIN

End Use: Joe Vignale

BILL TO:

INQUIRIES:

LESLIE QUILLIN PH 410-677- 4492 FX 410-677-4450

SHIP TO:

WCBOE

FACILITIES BUILDING 900 MOUNT HERMON ROAD SALISBURY, MD 21804

LINE	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
	SEE ATTACHED				
	PER QUOTE				
	EMAIL COPY OF PO TO VENDOR				
0001	Pittsville ES Roof - Roof Piping Repairs	9,318.30	DOL	1.00	9,318.30
0002	Roof Piping Repairs	20,731.70	DOL	1.00	20,731.70
	Pittsville Elementary School - Roof Piping				
	Repairs				
	Contractor - Wilfre				
	Total - NTE \$30,050.00				
	Contract ??? HVAC JOC				
	PM ??? Joe Vignale				
	PROJECT SCHEDULE :				
	Start - ASAP				
Tax Exem	pt # 3000130-0 FIN 52-6001052	<u> </u>		TOTAL	30,050.00

WCBOE STANDARD TERMS AND CONDITIONS WILL GOVERN THIS PO UNLESS OTHERWISE INDICATED ABOVE.

WCBOE STANDARD CONDITIONS CAN BE FOUND AT WWW.WCBOE.ORG/CENTRALOFFICE/PROCUREMENT I HEREBY CERTIFY THAT: purchasing regulations were followed; account number(s) are correct; funds are available; and that at least two authorized agents have reviewed and electronically approved this purchase.

Mark E. Miller, C.P.M., CPPO

PROCUREMENT MANAGER



TO: Wicomico Board of Education

DATE: November 15, 2023 ATTENTION: Justin Evans

PROJECT: Pittsville Elementary School (Roof piping repair) CONTRACT #91036-161 Mechanical #91060-162 Plumbing

This price is based on an on-site visit.

VRF Outdoor Units:

- Each system will be evacuated.
- Each system will be recharged once pipe repair is completed.
- New pipe will be run form roof penetration to unit.
- New pipe insulation will be installed.
- Control wiring will be repaired or replaced as needed.
- Power conduit will be repaired or replaced as needed.
- Disconnect stands will be repaired as needed.
- Pipe penetrations will be made watertight.
- This work will be done on an as needed basis.

Gas piping

- Piping will be repaired or replaced as needed.
- Existing pipe supports will be adjusted so pipe is supported properly.
- New pipe supports will be added where needed.

TOTAL: \$ 30,050.00

AUTHORIZED SIGNATURE: Joshua Harrison

ACCEPTANCE FOR PAYMENT SIGNATURE: ______DATE:



Item 2.C. Revisions to Previously Approved Contracts

Motion:

To approve the revisions to previously approved contract awards as presented to accurately reflect the adjustments to the State and local participation in the contract amounts and/or corrections to project allocation information.

Background Information:

June 13, 2023 - Contract Awards

Baltimore County - Dundalk Middle

PSC 203.041 HSFF

Project type: Systemic Renovation - Air Conditioning

Contractor: Patapsco Mechanical, LLC

Change Local Funds from \$717,400 to \$570,960

Change State Funds from \$893,000 to \$893,040

Total Contract Amount \$1,464,000

Note: The local funds amount erroneously included a local contingency that is not part of the total contract and the State portion of the contract was slightly underfunded. This change corrects the State and local funds.

June 13, 2024 - Contract Awards

Baltimore County - Randallstown High

PSC 03.032 HSFF

Project type: Air Conditioning

Contractor: Flo-Tron Contracting, Inc.

Change Local Funds from \$1,018,220 to \$810,420

State Funds \$1,267,580

Change Total Contract Amount from \$2,285,800 to \$2,078,000

Note: The total contract amount and local fund amounts erroneously included a local contingency that is not part of the total contract. This change modifies the local fund and total funds. There is no change to the approved State funds.

June 13, 2024 - Contract Awards

Washington County - North Hagerstown High

PSC 21.024

Project type: Windows & Masonry Contractor: Unisource Services. LLC

Change Local Funds from \$612,059 to \$294,433 Change State Funds from \$790,000 to \$1,107,626

Total Contract Amount \$1,402,059

Note: This change increases the State share and correspondingly decreases the local share in accordance with the Maximum State Allocation increase and allocation of reserve funds approved by the IAC at their June 13, 2024 meeting (Item 3).



Item 2.D. Easement

Motion:

To approve the conveyance of the easement as presented.

Background Information:

The table below lists an easement granting the holder access and use of the designated acreage.

LEA	PSC #	School	Type of Easement	Total Site Acreage	Easement Acreage
St. Mary's County Public Schools	18.005	Benjamin Banneker Elementary	Utility Easement for electrical service that is part of a new server room upgrade at the Division of Supporting Services, located on the same lot as Benjamin Banneker Elementary School.	66	0.01148

IAC staff recommend approval of this request.



Item 3. 2025 Cost Per Square Foot for School Construction

Motion:

To adopt the Calendar Year 2025 Statewide per-square-foot school construction cost of \$416 for building only.

Background Information:

COMAR 14.39.02.06F requires the IAC to establish the average Statewide per-square-foot school building cost that will apply to the Capital Improvement Program (and other applicable programs) by July of the calendar year in which applications are submitted. The cost per square foot approved in July 2024 will apply to projects that receive their first year of construction funding from January 1 to December 31, 2025¹. The cost per square foot calculation is based on bids received for new school construction in the prior calendar year and cost information derived from industry sources.

In addition to a review of bids for LEA-managed projects in the last 12 months, the following additional resources were also reviewed to inform the staff recommendation:

- MSA-managed projects under the Built to Learn Act of 2020, when applicable;
- Various industry sources; and
- Cost escalation information used by the Department of Budget and Management for FY 2025 capital budget planning, which incorporates recommendations from the Maryland Bureau of Revenue Estimates, the University of Maryland College Park, Associated General Contractors, and bid information from State-managed projects.

Based on the review of these resources, the IAC Staff recommends that the IAC approve for calendar year 2025 a 3% increase to the cost per square foot figure for calendar year 2024, resulting in 2025 figures of \$416 for building only and \$495 for building with site development work (which is calculated at 19% for new construction projects). This increase is consistent with industry sources and DBM's projections for construction escalation. This also maintains the IAC's historic approach of remaining conservative in its projections in order to ensure that available funding can be allocated to support the maximum number of eligible projects and to avoid contributing unnecessarily to inflation in construction costs. In addition, the IAC maintains the authority to consider changes to an individual project's Maximum State Allocation using the factors identified in COMAR 14.39.02.07 and has exercised that authority in recent months when sufficient justification has been provided by an LEA.

-

¹ Except for projects funded through the Built to Learn program, for which the cost per Square foot is based upon the most recently updated per-square-foot figure adopted by the IAC.



Item 4. Capital Improvement Program Instructions Amendment

Motion:

To amend the Capital Improvement Program (CIP) Instructions as presented in this item.

Background Information:

Modifications to the CIP instructions are being requested by staff of the IAC to incorporate recently adopted IAC policy changes, information about the new project submission platform for local planning and funding requests, and other minor modifications.

IAC staff recommend approval of the amended CIP Instructions.

State of Maryland

Interagency Commission on School Construction

Capital Improvement Program
Instructions for Submission



Photo: West Salisbury Elementary Wicomico County Public Schools



Please note that requirements in these instructions are regularly updated for accuracy and based upon process changes and streamlining. All users of this document are strongly encouraged to access the most recent version on the IAC's website for every use of the document to ensure that the most updated guidance is available.

Record of Changes

<u>Version</u>	<u>Description</u>	IAC Approval
		<u>Date</u>
1.0	Initial Adoption for the FY 2025 CIP	7/13/2023
1.1	Updates Submission Method from SharePoint to LEA Upload Form	N/A
<mark>1.2</mark>	Administrative updates to reflect BMS submission method and to	
	make the instructions FY-agnostic.	



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Please note that requirements in the <u>IAC's Administrative Procedures</u> <u>Guide (APG)</u> may be prerequisites for funding through the IAC's various programs, including the Capital Improvement Program. Please see the APG for general requirements — including requirements for submission of an Educational Facilities Master Plan, design submissions, and updates to the IAC's Facility Inventory Database — for more information.



1. Glossary

Acronym or Term	Definition
Building Cost	The cost of constructing a building, not including site work
CIP	Capital Improvement Program
Construction cost	The cost of constructing a building, altering, repairing, improving, or demolition of an existing facility, including the cost of appropriate site work
DGS	Maryland Department of General Services
EGRC	Capital Grant Program for Local School Systems with Significant Enrollment Growth or Relocatable Classrooms
Facilities Planning Guide	A document serving as an introductory resource for LEAs and other stakeholders involved in the planning and design of PreK-12 school facilities.
FF&E	Furniture, fixtures, and equipment
Forward-funded project	Project for which the LEA has paid all or some of the State share of a project that has been approved for planning or partial funding by the State
Gross Area Baseline	The product of the approved student enrollment and the baseline gross square footage per student. The baseline may be adjusted by the IAC on a case-by-case basis, based upon presented evidence of program need. The Gross Area Baselines are not a minimum or maximum State- space design standard. LEAs may build a school to a size larger or smaller than determined through the Baselines. However, careful consideration should be paid to the total cost of ownership of square footage decisions.
LEA	Local Education Agency
Locally-funded project	A school construction project that has not received State Local Planning (LP) or funding approval or that has not been designed, built, or occupied prior to the State approval of planning
Maximum State Allocation	Established dollar amount approved for State funding; the Maximum State Allocation is estimated until such time that the project receives its first year of construction funding
MDP	Maryland Department of Planning
MSDE	Maryland State Department of Education
Project cost	The cost of constructing the school facility, including all associated costs for design, survey, permits, furniture, fixtures, and equipment (FF&E), financing, etc.



2. Purpose

The Capital Improvement Program (CIP) is governed by <u>Title 5</u>, <u>Subtitle 3 of the Education Article</u>, Annotated Code of Maryland and COMAR 14.39.02. CIP funding can be used for major new, renewal, and replacement projects as well as for facility addition projects or capital maintenance projects (systemic renovations). Please see the remainder of these instructions and applicable COMAR sections at the <u>Division of State Documents Website</u> for more information.

These instructions serve as the guide for submitting CIP applications and executing projects that receive CIP funding. Annually, the IAC will send out a CIP Notice which will include information pertinent to that year's CIP cycle, including the year's CIP schedule, anticipated Significant Enrollment Growth and Relocatable Classroom (EGRC) grants or other special funds, State Local Cost Shares applicable to the fiscal year cycle, and the IAC adopted cost per square foot for school construction. <u>Annual memos and these instructions will be available on the IAC's website.</u>

3. Eligible Projects

Projects eligible under the CIP include all facilities owned by local boards that are used primarily for educational purposes, including charter schools, facilities owned by a private entity under an alternative financing arrangement, and projects in the Baltimore City 21st Century Schools (formerly 10-Year) Plan, as established by 2013 Md. Laws, Ch. 647.

Eligible project classifications include:

- Addition a project to add space to an existing school to provide additional student capacity, to
 enhance educational programs, or both. Eligible project costs may include limited funding for
 portions of the existing building that may be renovated in order to allow connection to the new
 additions. Projects that add space may be combined with renewal or limited renovation
 projects.
- Capital Maintenance (systemic renovation) a project that includes the renovation, replacement, or enhancement of a specific building system or systems that will result in the extension of the useful life of the school facility for a minimum of fifteen years. Eligible project types include but are not limited to roofs, boilers, chillers, doors and windows, electrical and vertical conveyance systems.
- Limited Renovation a project that upgrades an existing building or site, or a portion of a
 building or site, by upgrading or replacing a minimum of five major building systems and that
 may include educational or architectural enhancements. A limited renovation allows further
 participation by the State within 15 years after the project is placed in service for projects or
 systems that were not included in the scope of the Limited Renovation.
- New a project to build a new school where additional capacity is needed.
- Open Space Enclosures Open space classrooms are defined as rooms in instructional areas in
 which the classrooms are not enclosed by permanent construction and allow the transmission
 of sound between rooms, with or without temporary partitions. Open space enclosure projects
 add permanent floor to ceiling acoustical enclosures to eliminate open space classrooms.



- **Relocatable Classrooms** a project to relocate State-owned relocatable classrooms from one site to another, either within a school district or between school districts, based on projected enrollments, educational programs, or the need for temporary classrooms during construction.
- Renovation (Facility Renewal) a project that renovates all or parts of a school and results in a
 Facility Condition Index of 15% or lower, as verified by a licensed architect or design
 professional or the IAC's Statewide Facilities Assessment. A renewal project endeavors to
 achieve the current educational and building performance qualities of a new school. A renewal
 project precludes further participation by the State within 15 years after the project is placed in
 service.
- **Replacement** a project to replace the majority of an existing school where an analysis, including Total Cost of Ownership (TCO), demonstrates that replacing rather than renovating the school is programmatically and financially favorable.
- **Science** a project to renovate high school science classrooms and/or laboratories to support contemporary instruction.

Funding may be requested for the costs of design and early planning activities for each of the listed project classifications and for projects that do not yet have a specified scope. These activities include site selection, feasibility studies, educational specifications, community engagement, equipment specifications, and other planning work; and architectural and engineering services, construction management services, geotechnical surveys, and other services necessary to complete the architectural specifications for a school project.

4. Ineligible Projects

Projects that are NOT eligible include:

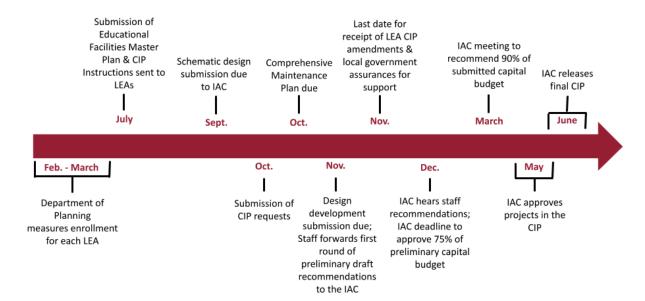
- Administrative and central office buildings or other buildings that are not primarily used for educational purposes;
- Projects through other State funded programs (with some exceptions for other programs administered by the IAC which may be combined up to the Maximum State Allocation);
- Projects for the routine or preventive maintenance of a school facility;
- Projects at an existing facility, or portion of a facility, that has been occupied or in use less than 15 years as of January 1 following the submission of the request, except in certain scopes in schools approved for Limited Renovation projects; or
- Projects with a total project cost below \$100,000.

In compliance with the Built to Learn Act of 2020, the IAC has adopted regulatory changes that include eligibility of design, consulting, and planning expenses. The proposed changes were approved and adopted on June 8, 2021.

5. Timeline

See the appropriate <u>fiscal year notice</u> for important CIP cycle dates.





6. Design Requirements

See the IAC's APG for specific phase requirements for each of the following:

- Educational Specifications (Ed Specs) Ed Specs are required for each new, replacement, renovation, and addition project but are not required for limited-renovation or Pre-K or K addition projects.
- Floor Plans Required for Pre-K addition requests.
- Feasibility Studies For projects proposing abandonment of the existing building or demolition
 of more than 50% of the building gross square footage, a feasibility study (including 40-year life
 cycle cost analysis of alternatives) must be submitted, reviewed, and have all issues resolved, or
 a waiver must have been requested and approved.
- High Performance Requirements In accordance with State Finance and Procurement Article §4-809 and Education Article §5-312, new school projects and renovation/addition projects that receive State funds are subject to the requirements of the High Performance Buildings Act. Please see the <u>adopted 21st Century School Facilities Act, Guidance for New Public School</u> Buildings to Achieve High-Performance Buildings for requirements.
- Emergency Management Shelters For any project involving a replacement or upgrade of the electrical system, emergency management shelter compliance requirements must be met. LEAs are responsible for determining whether or not a school facility will be used as an emergency management shelter, based upon consistency with their local emergency management plan and funding considerations.
 - If the LEA has determined that the project facility will be an emergency management shelter, the LEA must initiate the Emergency Management Shelter Review process in the IAC's Business Management System SharePoint site.
 - If the school is not designated as an emergency management shelter, the LEA should still initiate the Emergency Management Shelter Review process in the BMS, and



should supply submit a letter documenting that the determination is consistent with the local emergency management plan.

- Sufficient Design Progress
 - It is imperative that projects allocated funding in a given fiscal year are able to use that funding within the fiscal year for which it is allocated. Maryland faces ever-growing school construction needs so dollars must be put to work as quickly as possible to avoid devaluation due to construction inflation and to improve conditions for as many students as possible. The IAC will consider design progress and draw schedules as a driving factor in all State funding allocations.
 - For requests for first-time construction funding for major projects or limited renovation projects, in order for the project to be recommended by IAC staff for construction funding in December:
 - Educational Specifications (Ed Specs) must, if required, have been submitted to the IAC a minimum of 30 days prior to the submission of Schematic Design documents;
 - Completed Schematic Design documents must have been submitted on or before September 1 of the application year; and
 - Completed Design Development documents must have been submitted on or before November 1 of the application year.
 - Additional recommendations may be made for approval of projects that demonstrate sufficient design progress prior to the May CIP approval.

7. Cooperative Use Space

The IAC will consider for State funding participation up to 3,000 gross square feet of co-located or shared space within a school that supports LEA or community initiatives, such as health and wellness clinics, recreation centers, or community meeting rooms, to serve school children and the general community.



Cooperative Use Space Checklist
Letter of commitment from the Board of Education regarding board-sponsored community activities, or a letter of commitment from a nonprofit organization or another government agency to the BOE agreeing to establish or continue the program for which the additional square footage is requested.
Letter must indicate the intention of the BOE and other entities, as applicable, to establish a written agreement in the form of a Memorandum of Understanding, contract, or similar instrument that defines mutual responsibilities and the terms of the arrangement.
On Form 102, provide a complete and accurate description of the programs that will occupy the CUS in the "Project Description" field.
For projects that involve both new and existing square footage, indicate whether the CUS is in the new or the existing square footage (or both). Indicate the age of all existing square footage that will be impacted.
A copy of the support letter, even if it has been previously submitted.
The programmatic names and size areas of the CUS should be included in each design phase submission of the project and on <u>Form 102</u> .
If the request for CUS is for a forward funded project that is in construction, a signed MOU.
Documentation demonstrating that the use of the space cannot be accommodated within the existing school spaces by frequency and/or hours of use.

8. Career and Technical Education (CTE)

Projects involving CTE programs of study in comprehensive high schools or separate CTE centers must have a letter of support from the Senior Executive Director of MSDE's Office of College and Career Pathways (OCCP) before the project can be considered eligible for local planning or construction funding approval from the IAC. Funding for early planning and design may be considered prior to meeting this requirement. Please provide a copy of OCCP's approval letter and the completed Facilities CTE Utilization Form with your CIP request.

For information on obtaining the approval letter, please review MSDE's Facilities Guide for Career and Technical Education Program Support for New, Replacement, Renovated, or Expanded Facilities, dated July 2023. To obtain the CTE Facility Guide and Utilization Form, contact Briana Caalim, MSDE OCCP Executive Assistant via email at briana.caalim1@maryland.gov.



Regional Special Education Programs

Projects involving special education regional programs must have a letter of support from the Assistant State Superintendent of MSDE's Division of Early Intervention/Special Education Services (DEI/SES):

- Approval prior to Before local planning award pproval may be considered if the project involves
 a separate special education day school or co-located special education school; or
- Approval prior to Before construction award pproval may be considered if the project is a school with regional special education programs that are new or have been changed in size or program delivery.

Regional special education programs that are existing with no change in size or program delivery but have been moved from another school will need to be reviewed to determine if a DEI/SES approval letter is required.

Please provide a copy of the approval letter with your CIP request if required. For information on obtaining the approval letter, please review MSDE's *Guide for Obtaining Special Education Program Support for New, Replacement, Renovated, or Expanded Facilities*, 2023. To obtain a Special Education Program Support guide, contact Paige Bradford, MSDE DEI/SES Section Chief, Specialized Instruction at paige.bradford@maryland.gov.

10. Pedestrian Safety Plans

The Safe Walk to Schools Act (2022 Md. Laws, Ch. 553) requires that LEA applications to the IAC for approval of projects that increase the capacity of a school by more than 100 students include a Pedestrian Safety Plan that:

- Is developed in collaboration with the County Department of Transportation or equivalent agency of the local jurisdiction and the State Highway Administration;
- Is limited to the area surrounding the school for which the County Board will not provide transportation to students;
- Identifies existing and potential safe routes for students to walk or bike to the school;
- Evaluates the infrastructure, including sidewalk infrastructure, along existing and potential pedestrian or cyclist routes to the school to determine whether increased capacity is necessary;
- Analyzes existing and potential school zones, including the need for expanding school zones on State and county roads; and
- Includes documentation of public participation and input related to the pedestrian safety plan, including minutes from a public hearing and written comments.

Pedestrian Safety Plans must be submitted with an LEA's CIP request before approval of construction funding will be considered. Local planning approval and early planning and design funding approval may be granted before this requirement is met. By law, the IAC shall evaluate each submitted plan and approve it if it complies with the requirements of the Act but will not advise LEAs on regarding or determine the contents of a pedestrian safety plan.



Significant Enrollment Growth and Relocatable Classroom (EGRC) Funding

- LEAs are eligible for EGRC funding if their enrollment growth is significant (150% of the statewide average growth over five years) or if they utilize a significant number of relocatable classrooms (averaging 250 or more over five years).
- EGRC funding is allocated per a statutory formula. LEAs eligible for EGRC funding will be notified in each year's Annual CIP Application Notice.

12. Planning Requests

- Requests for local planning approval must be submitted for all projects except capital maintenance projects, high school science projects, open space enclosures, and small additions. Requests for planning and funding may be submitted in the same year.
- Planning requests typically will not be evaluated or recommended for approval prior to the 100% IAC approval in May.
- State funding commitments to, and progress of, the LEA's backlog of previously approved projects will be considered when evaluating additional requests for planning approval.

13. Funding Requests

- Funding for early planning and design only: Funds may be requested for early planning and design prior to meeting the necessary project progress requirements that are otherwise required for local planning or construction funding approval.
- Forward-Funded Projects: For forward-funded projects, the factors (enrollment, square feet per student, cost per square foot) that were in effect on the date of the bid opening should be used.
 This may require pre-populated factors in the computation supplement to be customized.
 LEAs should contact IAC staff with any questions about specific factors and provide all required contract award information, including MBE participation documentation.



Forward-Funded Projects

Note: Please be aware that reimbursements made with State tax-exempt bond proceeds may have certain procedural and tax implications that the LEAs and local governments must consider and be aware of:

- The State may only use tax-exempt bond proceeds to reimburse forward funded expenses, whether locally funded through Pay-go revenues, tax-exempt bond proceeds, taxable bond proceeds, or bond anticipation notes (BANS), if the reimbursement occurs within 18 months of the project being placed in service or final payment to the contractor (provided that final payment is not artificially delayed). If a project is placed in service or final payment to the contractor is made after March 1 and the request for reimbursement is submitted in the following autumn in the CIP submission, bond proceeds issued in the next summer (normally July) for an approved project may be used for reimbursement.
- Local governments may be subject to federal tax consequences when State tax-exempt bond
 proceeds are used to reimburse expenses that are forward funded using local tax-exempt bond
 proceeds. The obligation to fully understand these federal tax consequences falls on the local fiscal
 authority and the LEA.
- The State will assume that the LEA and local fiscal authority have fully investigated and understand
 the possible federal tax consequences of requesting reimbursement of forward funded State
 tax-exempt bond proceeds. The State will not assume any responsibility for adverse federal tax
 consequences that may follow on the disbursement of State tax-exempt bond proceeds in
 reimbursement for local forward funded expenses.
- The State will reimburse forward funded expenses to the extent that State funds are available.

The IAC strongly recommends that each LEA consult with bond counsel to thoroughly investigate possible federal tax consequences to the County with respect to debt issued by the County for projects funded through the IAC's funding programs. The State of Maryland will not be held liable for any adverse federal tax consequences that may follow to the County with respect to County tax-exempt bonds on the disbursement of State tax-exempt bond proceeds in reimbursement for local forward funded expenses.

See the IAC's APG for specific phase requirements for each of the following:

Funding Factors

IAC CIP Instructions V. 1.2

- Gross Area Baselines
- Eligible Enrollment
- Cost per Square Foot
- Funding Methodology
 - Renovation
 - Renovation projects are prorated based upon the age of the facility or portion of the facility to be renovated as shown on the IAC worksheets.

Facility Age	% of State Construction Cost
40 Years & older	100%
31 to 39 years	85%
26 to 30 years	75%



Facility Age	% of State Construction Cost
21 to 25 years	65%
16 to 20 years	50%
0 to 15 years	0%

14. Application Submission

- Projects requested in the CIP shall be consistent with the priority and needs described in the Educational Facilities Master Plan.
- o Summer Site Visits
 - Starting with the FY 2026 CIP, IAC staff will only request site visits for renovation and replacement projects expected to be submitted for the first time. LEAs may request IAC staff site visits for and other projects as needed on request. Outside of the CIP cycle, IAC staff will generally request site visits for major capital projects when in the Feasibility Study phase.
- Initial Submission
 - Upload all files required in the Submission Checklist below to the <u>Business Management</u>
 <u>System (BMS)</u> <u>LEA's upload form, a link to which will be provided by August 25, 2023</u>.
 - Written local **board of education** governmental support for the CIP request must be included.
- Submission Revisions
 - To be taken into consideration as part of the staff recommendations for the December approvals, LEAs should provide revisions to their CIP requests on or about November 30 via the Business Management System.
- LEA Appeals of Staff Recommendations
 - LEAs should provide appeals to the staff recommendations one week in advance of the December IAC meeting.

IAC Submission Checklist

For all projects, verify that the State Rated Capacity, square footage, and prior project information in
the IAC's Facility Inventory is complete and accurate.
For major construction projects, verify that the adjacent schools in the IAC's Facility Inventory are
accurate; and use the list of adjacent schools in the IAC's Facility Inventory to complete Form 102. If
the list of adjacent schools is not accurate:
 Provide justification for exclusions and/or additions to the list in Form 102 and
Identify exclusions and/or additions to the list in Form 102.
For major construction projects, verify that the eligible enrollment calculated in Form 102 is used to
calculate the gross area baseline (GAB) in Form 102 - Computational Supplement.



Upload the PDF of CIP Front Section.
Upload Excel versions of CIP Forms 102-102.7.
Upload letters of local financial support.
Include a proposed floor plan of the school.
For projects including CTE spaces, upload a letter of support from the MSDE Senior Executive Director of MSDE's Office of College and Career Pathways.
For projects including regional special education program spaces, upload a letter of support from the MSDE Assistant State Superintendent for the Division of Early Intervention/Special Education Services.
For any project that will increase the capacity of a school by more than 100 students, upload a
Pedestrian Safety Plan in accordance with the Safe Walk to Schools Act of 2022 and Section 10 of
these instructions.
Upload a draw schedule including all project expenditures shown separately for each funding source.
For capital maintenance (systemic renovation) projects:
□ Verify that the project information corresponds to information provided in the Comprehensive
Maintenance Plan submitted in October of the application year;
☐ Identify ineligible work proposed;
Provide the age of building systems or the age and number of units;
Identify specific areas of the building where work will not be done or will be locally funded;
☐ For roof replacement projects:
Submit the three most recent annual roof inspection reports;
Address how the ¼ inch per square foot slope requirement will be met; and
 Provide roof plans of the entire school which indicate the existing type and slope of each section.

15. Communication Requirements

- Write "FY 20XX CIP <Name of LEA> <Name of Project>" in the subject line of every email communication to the IAC in order to assist us with expediting your applications.
- All electronic communications and documents must be submitted via the BMS. Emails or other methods of communication will not be accepted should be sent to <u>iac.pscp@maryland.gov</u>.
- o Documents must be submitted to the LEA's upload form.
- Some documents are required to be submitted in PDF format. If you require technical support to create your PDF document, please contact our office for assistance.
 - PDF documents should provide a table of contents and bookmarks.
 - Number all pages in the document. Page numbers should be consecutive.

16. Submission Format Requirements

- As of the FY 2026 CIP cycle, all submissions shall be made via the IAC's Business
 Management System (BMS). A separate submission must be made for each project. The CIP
 Front Section and Letters of Local Government Support must be submitted on the LEA's Global
 Project.
- Required forms should be downloaded from the IAC's Website.



- As forms may change periodically, LEAs should always download the latest version of the form from the IAC's website. Applications submitted on out-of-date forms may not be accepted.
- CIP submissions should be split into two documents.
- The front section of the CIP, which includes the Table of Contents, letters from the Board of Education, summary of current request, etc., should be saved and uploaded as a PDF to the "CIP Front Section Upload" process on the LEA's Global Project and titled "FY 20XX CIP County Code County Name Front Section."
- 102 Forms should be submitted individually in excel format on the appropriate BMS project
 The second section should include Worksheets submitted in priority order as a single excel
 workbook and should be titled "FY 20XX CIP - County Code - County name - APG CIP Forms
 102-102.7.
- Each project submission in the BMS will require that a priority number be indicated should be presented in priority order. Generally, the IAC will follow the local priority order to the extent that projects are eligible and funds are available. Requests for prekindergarten classrooms may take priority over other requests outside of the LEA's requested priority order. Prioritization of prekindergarten classrooms will occur within each LEA's target allocations, and the IAC will prioritize prekindergarten requests for local planning and for early planning and design or construction funding.¹
- o If more than one project is submitted for the same facility, cross reference the projects by priority number and project type (e.g. "See Priority #X Roof Replacement"), clearly indicate why they are submitted as separate projects rather than as a single project, and explain whether or not there is a preference for the projects to be funded together and whether they will be awarded under a single or multiple contracts.
- Letters of local financial support must be uploaded to the LEA's Global Project upload form by the date on the IAC's annual CIP Notice, which can be found on the IAC's website. The letter should be provided as a separate document, not as an attachment within the CIP submission.

17. Project Evaluation

- To ensure data used in the evaluation of funding requests is completely finalized, the following data will be utilized:
 - Enrollment: Data from the Maryland State Department of Education's State Aid to Local Education Agencies from the calendar year preceding the calendar year in which applications are due (i.e., for the FY 2025 CIP, applications were due in October 2023 so enrollment figures from the MSDE State Aid Data as of September 30, 2022 were utilized).
 - Concentration of Poverty (CPG): Same method as enrollment data.
 - Maintenance Effectiveness Assessment (MEA): Data finalized by the end of the fiscal year preceding the October in which applications are due (i.e., for the FY 2025 CIP, applications were due in October 2023 so MEA data finalized as of June 30, 2023 were utilized).

¹ In accordance with Education Article §7-1A-07, Annotated Code of Maryland



- Statewide Facilities Assessment: Same method as MEA data.²
- Funding for the current Fiscal Year CIP cycle that is recommended at the 75% stage in December is an estimate which will not be finalized until the 100% approval in May when the Capital Budget has been finalized. If prior year reserved funds are recommended at the 75% stage in December, the awarded project can proceed; these funds are part of a previously approved budget.
- For forward funded projects, the data used will be based upon the bid date of the projects rather than the fiscal year of the request.

18. Amendments to CIP Requests

- Amendments to an LEA's pending request for the current CIP application year must be submitted by the date identified on the CIP schedule.
 - Submit amendments only for those projects for which information has changed. Reupload submit the entire 102 form to the BMS process, but do not resubmit supporting documentation unless it has changed.
 - Provide verification that the Board of Education supports the revised priorities. The letter of support and other documents must be uploaded separately to ensure that local board support is properly documented and must be received by the amendment submission date identified on the CIP schedule.
 - For demonstration of Board of Education support, a cover letter signed by the Superintendent certifying that the local board approval has taken place is sufficient along with the date of approval.
 - The letter of support from the local government must address all amended and unchanged project requests.
- Amendments to a prior year CIP
 - Amendments to a CIP already approved by the IAC may be requested at any time (including immediately following the closure of a CIP cycle year).
 - The LEA should prepare the appropriate forms 102 and 102.4 and submit them along with appropriate justification and back-up information to the LEA's Global Project.
 - Forms shall be clearly marked "amendment," dated, and must be approved in writing by the Board of Education and the local government executive (County Executive or County Administrator).
 - Forms and supporting documents should be submitted to iac.pscp@maryland.gov.
 - After review, the LEA will be informed of IAC staff recommendations and IAC action. Opportunities for the LEA to appeal before the IAC are the same as for the normal CIP approval process.

19. Project Approvals

 The IAC will approve the Capital Improvement Program in stages as shown in the CIP Application Schedule.

²For the FY 2025 CIP, the revised Refresh Cycle 1 data will be utilized.



- Approval of 75% of the preliminary school construction allocation for the following fiscal year by December 31.
- Recommendations of 90% of the submitted public school capital budget by March 1.
- Approval of 100% of the approved allocation after May 1.
- Each project submitted in the CIP will be assigned a project review status. Statuses will continue to be revised throughout the CIP process until final approvals are made after May 1.

Project Review Status Definitions

- A **Recommended for Approval**: All IAC and LEA staff questions, problems, or comments have been resolved and the project is eligible and recommended for IAC approval of the requested type (design/planning funding, local planning, or construction funding).
- B **Deferred but eligible:** All IAC and LEA staff questions, problems, or comments have been resolved and the project is eligible for planning or funding, but it has been deferred due to State fiscal constraints in the current fiscal year or related to funding commitments for future years. **The project is not approved by the IAC.**
- C Deferred and not currently eligible for a planning or funding approval due to unresolved issues:

 Outstanding issues may be of a technical or other nature and may include but are not necessarily limited to: lack of an acceptable feasibility study, capacity/enrollment, scope, or project schedule; the LEA's ability to carry out a large number of projects; lack of maintenance for the requested component or system; concerns regarding estimated cost or calculation of State or local funds; lack of commitment of local funds; submission or clarification of Minority Business Enterprise (MBE) documentation or process; review of alternative solutions available; lack of site approval; pending waiver regarding location outside of a Priority Funding Area; lack of supporting documentation; master plan inconsistency; and pending approvals by other agencies. These issues may be resolved at any time prior to final approval of the CIP by the IAC.
- D **Denied and not eligible for planning or funding approval:** Due to the nature of the project, it is ineligible for State participation. Reasons for ineligibility include but are not limited to: the project scope does not fit within an approved category of State-eligible CIP projects; local fiscal support was not provided or was withdrawn after the date established by the IAC; the project does not meet minimum State requirements for cost or scope; the facility is too new or was too recently renovated; the project was funded through another program or the funds are not required; MBE procedures were not followed in the procurement of the project; the LEA proceeded to construction prior to State approval (certain capital maintenance (systemic) projects); enrollment projections do not justify the project; the future of the facility is uncertain; or the facility has not been adequately maintained.
- U Deferred and currently has outstanding IAC staff issues that will need to be resolved by a date determined by the IAC Designees: Funding is shown within the "Total Projected Allocation" column for projects with this status and is contingent upon resolution of pending issues.
- R Potential Built to Learn Act Project: Projects are expected to receive funding through another IAC funding source.



20. CIP Publication and Project Execution

- Final details of IAC Approvals are available in the <u>IAC's CIP</u> publication, which is posted to the website each December and June, after the 75% and 100% funding approvals, respectively.
- For information regarding project execution, including IAC contract approval, payment and reimbursement requests, and closeout procedures, see the <u>IAC's Administrative Procedures</u>

21. LEA Appeals of Staff Recommendations

If the IAC staff does not recommend approval of an LEA's specific request for planning or funding of a project, the LEA may submit to the Executive Director a written request for a hearing to take place at the first meeting of the IAC to take place between 30 to 45 days after receipt of the request by the Executive Director. The request shall explain all of the LEA's reasons for disagreeing with the IAC staff's recommendation. The LEA shall provide to IAC staff any supporting documentation that may be requested.

For questions or concerns, contact the IAC at: <u>iac.pscp@maryland.gov</u> (410) 767-0617

www.mdschoolconstruction.org



Item 5. FY 2026 Capital Improvement Program Schedule

Motion:

To approve the FY 2026 Capital Improvement Program (CIP) Schedule as presented.

Background Information:

10/4/2024 - Deadline for LEAs to upload FY 2025 CIP requests to the IAC

11/30/2024 - Deadline for LEAs to upload final amendments to the FY 2025 CIP request and letters of support from local government

12/12/2024 - IAC hearing for preliminary approval of 75% of anticipated total CIP funding

1/30/2025 - Deadline for LEAs to upload all updated actual enrollment counts

1/30/2025 - Deadline for LEA responses to FY 2026 Supplemental Survey

5/8/2025 - IAC approval of 100% CIP



Item 6. FY 2025 Healthy Schools Facility Fund Recommendations for Funding

Motion:

To approve Fiscal Year 2025 Healthy School Facility Fund (HSFF) project awards as presented, totaling \$45,000,000.

Background Information:

Funding through the HSFF program is distributed to projects that improve the environmental health of Maryland's public school facilities, and is based on the prioritization of project categories as outlined in the program's Administrative Procedures Guide.

For FY 2025, the Maryland General Assembly appropriated \$90 million to the HSFF.

Based upon competitive applications, IAC staff recommend approval of 24 projects. According to Education Article § 5-322(a)(1)(iii) and (k)(4), Baltimore City Public Schools (City Schools) are mandated to receive at least 50% of the HSFF appropriation which for FY 2025 is \$45 million. The deadline for BCPS project submissions is mid September.

Chapter 32 (HB 1290) requires that the Local Education Agencies (LEAs) State cost share percentage be increased if a project is determined to be eligible for the concentration of poverty and maintenance add-ons. IAC staff identified and are proposing increases to the Maximum State Allocation for 19 projects that qualify for one or more of the add-ons.

The table on the following pages lists the FY 2025 HSFF IAC staff recommendations.

IAC staff recommend approval of the FY 2025 HSFF Recommendations.

Row Labels	Construction Cost		Cor	n of LEA Design and nstruction Cost quested		m of Based on e project scope aximum State location	Sum of FY 2025 HSFF Allocation	
Immediate Risk	\$	403,807	\$	420,050	\$	260,128	\$	260,128
Lead	\$	128,024	\$	126,512	\$	126,815	\$	126,815
Roof	\$	78,703,728	\$	51,657,159	\$	44,860,377	\$	44,613,057
Unreliable/Insufficient Air-Conditioning	\$	101,139,559	\$	46,350,872	\$	-	\$	-
Unreliable/Insufficient Heating	\$	2,638,500	\$	1,538,187	\$	-	\$	-
Temperature Regulation	\$	4,419,945	\$	2,964,820	\$	-	\$	-
Indoor Air Quality	\$	3,561,000	\$	2,354,860	\$	-	\$	-
Windows	\$	1,200,000	\$	1,200,000	\$	-	\$	-
Other	\$	910,000	\$	560,560	\$	-	\$	-
Grand Total	\$	193,104,563.38	\$	107,173,020.19	\$	45,247,319.26	\$ 4	5,000,000.00

County	School Name	Project Type	Detailed Project Description	LEA Design and Construction Cost Requested	Based on the project scope Maximum State Allocation	FY 2025 HSFF Allocations	LEA State Cost Share Percent (based on Addon)
Anne Arundel	Crofton Woods Elementary	Roof	Replace the (2001) 80,014 sf built up roof.	\$2,028,950	\$2,231,845	\$1,984,228	50%
Anne Arundel	Severn Elementary	Unreliable/Insuffi cient Heating	Replace one 2000 boiler.	\$400,000	\$0	\$0	0%
Anne Arundel	Southern Middle	Roof	Replace the 105,000 sf built up roof.	\$2,656,500	\$2,922,150	\$2,922,150	50%
Anne Arundel	Sunset Elementary	Roof	Replace the (2001) 65,826 sf built up roof.	\$1,821,600	\$2,204,136	\$2,204,136	55%
Anne Arundel	Van Bokkelen Elementary	Unreliable/Insuffi cient Air- Conditioning	Replace the 2000 air conditioning unit.	\$1,425,000	\$0	\$0	0%
Anne Arundel Total				\$8,332,050	\$7,358,131	\$7,110,514	
Baltimore	Cedarmere Elementary	CIANT AIR-	Replace the 1998 chiller, cooling tower, and associated pumps and piping, chemical treatment, and associated controls.	\$861,872	\$0	\$0	0%

Baltimore	Edgemere Elementary	Roof	Replace the (1998) 34,930 sf built up roof.	\$1,587,065	\$1,721,562	\$1,721,562	64%
Baltimore	Franklin High School	Unreliable/Insuffi cient Air- Conditioning	Replace the 2000 chiller serving the addition.	\$549,703	\$0	\$0	0%
Baltimore	Hereford Middle	Roof	Replace the (2003) 23,000 sf built up roof.	\$1,044,890	\$0	\$0	59%
Baltimore	Lansdowne Middle	CIANT Air-	Replace the 1998 chiller, cooling tower, and associated pumps and piping, chemical treatment, and associated controls.	\$861,872	\$0	\$0	0%
Baltimore	Maiden Choice School	cient Air-	Replace one 2002 chiller, associated pumps and piping, chemical treatment, and associated controls.	\$630,504	\$0	\$0	0%
Baltimore	McCormick Elementary	Roof	Replace the (2001) 54,450 sf built up roof.	\$2,473,664	\$0	\$0	0%
Baltimore	New Town High School	CIENT AIR-	Replace one 2003 chiller, one cooling tower, associated pumps and piping, chemical treatment, and associated controls.	\$1,212,008	\$0	\$0	0%
Baltimore	Sandy Plains Elementary	Roof	Replace the (1998) 51,000 sf built up roof.	\$2,316,930	\$2,709,630	\$2,709,630	69%

Baltimore	Sparks Elementary School	Unreliable/Insuffi cient Heating	Replace two 1998 boilers, associated pumps and piping, breaching, and associated controls.	\$544,187	\$0	\$0	0%
Baltimore	Sudbrook Magnet Middle	Unreliable/Insuffi cient Air- Conditioning	Replace the one 1996 boiler with a condensing boiler, associated pumps and piping, breaching, and associated controls.	\$592,537	\$0	\$0	0%
Baltimore	Villa Cresta Elementary	Roof	Replace the (1997) 72,432 sf built up roof.	\$3,290,586	\$3,290,586	\$3,290,586	59%
Baltimore	Winand Elementary School	cient Air-	Replace one (2001) chiller, associated pumps and piping, chemical treatment, and associated controls.	\$549,703	\$0	\$0	0%
Baltimore	Winand Elementary School	Roof	Replace the (1998) 68,898 sf built up roof.	\$3,130,036	\$3,395,293	\$3,395,293	64%
Baltimore	Woodbridge Elementary School	cient Air-	Replace one (2002) chiller, associated pumps and piping, chemical treatment, and associated controls.	\$619,471	\$0	\$0	0%
Baltimore Total				\$20,265,028	\$11,117,071	\$11,117,071	
Calvert	Plum Point Middle School	Other	Replace the 1992 curtain wall assemblies, and skylight system.	\$560,560	\$0	\$0	0%
Calvert	Sunderland Elementary	Temperature Regulation	Replace 1988 boilers, pumps, air handlers, associated terminal units, and pneumatic controls.	\$2,319,610	\$0	\$0	0%

Calvert Total				\$2,880,170	\$0	\$0	
Caroline	Colonel Richardson Middle	Roof	Replace the (2000) 65,196 sf built up roof.	\$3,290,000	\$3,465,000	\$3,465,000	99%
Caroline Total				\$3,290,000	\$3,465,000	\$3,465,000	
Carroll	Carroll Springs School	Unreliable/Insuffi cient Air- Conditioning	Replace the 1980 HVAC system.	\$3,720,000	\$0	\$0	0%
Carroll	Oklahoma Road Middle	Poot	Replace the (1997) 116,399 sf EPDM Roof.	\$4,842,000	\$4,842,200	\$4,842,200	62%
Carroll Total				\$8,562,000	\$4,842,200	\$4,842,200	
Cecil	Cecil Manor Elementary	CIENT AIR-	Replace the 1995 air conditioning system.	\$684,000	\$0	\$0	0%
Cecil Total				\$684,000	\$0	\$0	
Charles	Mattawoman Middle	Roof	Replace the (1995) 97,500 sf built up roof.	\$2,847,360	\$3,022,080	\$3,022,080	64%
Charles	C. Paul Barnhart Elementary	Roof	Replace the (1993) 49,800 sf built up roof.	\$2,208,000	\$2,428,800	\$2,428,800	69%

Charles	General Smallwood Middle	Immediate Risk	Abatement of asbestos flooring and mastic.	\$352,000	\$184,718	\$184,718	69%
Charles Total				\$5,407,360	\$5,635,598	\$5,635,598	
Dorchester	Mace's Lane Middle	Roof	Replace the built up roof.	\$1,206,400	\$0	\$0	0%
Dorchester Total				\$1,206,400	\$0	\$0	
Frederick	Catoctin High	Temperature Regulation	Replace the 2007 roof top units.	\$645,210	\$0	\$0	0%
Frederick	Myersville Elementary	I INDOOR AIR CHIAHTV	Replace the 1992 (6) fan coil units, and (9) unit ventilators.	\$308,200	\$0	\$0	0%
Frederick	Governor Thomas Johnson High	CIENT AIR-	Replace the (2) Baltimore Air Coil cooling towers.	\$569,500	\$0	\$0	0%
Frederick	Tuscarora High	I KOOT	Replace the original 2003 Hypalon Flashing on sections 6, 12 and 13.	\$201,000	\$0	\$0	0%

Frederick Total				\$1,723,910	\$0	\$0	
Garrett	Friendsville	Roof	Replace the (2002) 27,446 sf built up roof.	\$1,405,861	\$0	\$0	0%
	Hickory Environmental Center	I ROOT	Replace the (2007) 16,840 sf existing shingles.	\$443,333	\$0	\$0	0%
Garrett	Yough Glades Elementary	Roof	Restore existing standing seam metal roof panels.	\$780,424	\$0	\$0	0%
Garrett Total				\$2,629,618	\$0	\$0	
Harford	Aberdeen Middle	cient Air-	Balance of Funding to replace the (1988) HVAC system. This project was partially funded through the FY 2025 Capital Improvement Program.	\$6,634,074	\$0	\$0	0%
lHarford	North Harford High School	Indoor Air Quality	Replace the failing (2007) energy recovery units.	\$2,046,660	\$0	\$0	0%

	Prospect Mill Elementary	I KOOT	Replace the (1993/1999) 75,538 sf built up roof.	\$2,254,560	\$2,439,360	\$2,439,360	66%
Harford Total				\$10,935,294	\$2,439,360	\$2,439,360	
	Harper's Choice Middle	cient Air-	Replace the existing 1998 chiller, two dual temperature water pumps, and cooling tower.	\$415,800	\$0	\$0	0%
Howard	Murray Hill Middle	Unreliable/Insuffi cient Heating	Replace the existing 1997 chiller.	\$594,000	\$0	\$0	0%
Howard	Reservoir High	Unreliable/Insuffi cient Air- Conditioning	Replace the existing 2001 cooling tower.	\$415,800	\$0	\$0	0%
Howard Total				\$1,425,600	\$0	\$0	

Montgomery	Clarksburg High	Immediate Risk	Install up to three Radon Mitigation Systems (RMS) or Active Soil Depressurization (ASD) points to remediate pollutants.	\$2,500	\$2,750	\$2,750	55%
Montgomery	Fairland Elementary	Immediate Risk	Install up to three Radon Mitigation Systems (RMS) or Active Soil Depressurization (ASD) points to remediate pollutants.	\$2,500	\$3,000	\$3,000	60%
Montgomery	Jackson Road Elementary	Immediate Risk	Install up to six Radon Mitigation Systems (RMS) or Active Soil Depressurization (ASD) points to remediate pollutants.	\$3,050	\$3,660	\$3,660	60%
Montgomery	John F. Kennedy High School	Immediate Risk	Install up to four Radon Mitigation Systems (RMS) or Active Soil Depressurization (ASD) points to remediate pollutants.	\$2,500	\$2,750	\$2,750	55%
Montgomery	Poolesville Elementary	Immediate Risk	Remediate the lead in the wooden exterior walls.	\$57,500	\$63,250	\$63,250	55%
Montgomery	Summit Hall Elementary	Lead	Remediate lead levels above 5 ppb.	\$1,512	\$1,815	\$1,815	60%
Montgomery Total				\$69,562	\$77,225	\$77,225	

Prince George's	Charles Flowers High	Unreliable/Insuffi cient Air- Conditioning	Replace all 20 rooftop units.	\$4,818,301	\$0	\$0	0%
Prince George's	Charles Flowers High	I ROOT	Replace the (2000) 17,642 sf modified bitumen roof and 55,862 sf built up roof.	\$4,831,000	\$2,905,391	\$2,905,391	78%
Prince George's	Dwight D. Eisenhower High	Conditioning	Replace the 1969-1974 central controls system, HVAC, piping, all ten Air handling Units, 45 finned tube radiators, and 4 self-contained unit ventilators.	\$4,332,136	\$0	\$0	0%
Prince George's	Hillcrest Hills Elementary	Unreliable/Insuffi cient Air- Conditioning	Replace the 58,888 sg rooftop mechanical equipment.	\$500,000	\$0	\$0	0%
Prince George's	Hillcrest Heights Elementary	Roof	Replace the (1999) 58,998 sf built up roof.	\$2,216,000	\$2,418,174	\$2,418,471	81%
Prince George's	James Madison Middle	I KOOT	Replace the (1990) 49,460 sf and 1994 48,000 sf built up roof.	\$3,580,000	\$3,450,680	\$3,450,680	71%
Prince George's	Phyllis E. Williams Elementary	Windows	Replace all existing windows units and storefront systems. LEA will also construct security vestibule.	\$1,200,000	\$0	\$0	0%
Prince George's	Phyllis E. Williams Elementary	cient Air-	Replace 8 air handling units, 16 hydronic cabinet unit heaters, 48 VAV terminal boxes and the hydronic piping system.	\$2,500,000	\$0	\$0	0%

Prince George's Total				\$23,977,437	\$8,774,245	\$8,774,542	
St. Mary's	Dr. James A. Forrest Career and Technology Center	Unreliable/Insuffi cient Air- Conditioning	Replace (2002) two 100 ton chillers.	\$382,039	\$0	\$0	0%
St. Mary's	Esperanza Middle	Unreliable/Insuffi cient Air- Conditioning	Replace the (2001) 300 ton Chiller.	\$1,108,830	\$0	\$0	0%
St. Mary's	Margaret Brent Middle	Unreliable/Insuffi cient Air- Conditioning	Replace the two (2004) 300 ton chillers.	\$1,108,380	\$0	\$0	0%
St. Mary's	Piney Point Elementary HVAC	Unreliable/Insuffi cient Air- Conditioning	Provide the balance of funding to replace the HVAC system. This project received partial funding through the FY 24 CIP.	\$3,759,342	\$0	\$0	0%
St. Mary's Total				\$6,358,591	\$0	\$0	
Somerset	Deal Island Elementary	Lead	Remediate lead levels above 5 ppb, replace of supply piping, valves, and associated materials.	\$125,000	\$125,000	\$125,000	100%
Somerset Total				\$125,000	\$125,000	\$125,000	
Washington	Emma K. Doub Elementary	Roof	Replace the (1994/1995) 36,000 sf EPDM/built up roof.	\$1,201,000	\$1,413,490	\$1,413,490	83%

Washington Total				\$1,201,000	\$1,413,490	\$1,413,490	
lWicomico	Fruitland Intermediate	Unreliable/Insuffi cient Air- Conditioning	Replace the 1991 HVAC system.	\$8,100,000	\$0	\$0	0%
Wicomico Total				\$8,100,000	\$0	\$0	
Grand Total				\$107,173,020	\$45,247,319	\$45,000,000	



Item 7. FY 2025 School Safety Grant Program Memorandum of Understanding and Notice of Funding Availability

Motion:

- 1. To authorize the Chair to execute the Memorandum of Understanding between the IAC and MCSS, pending non-substantive edits by MCSS and IAC staff;
- To delegate to the Maryland Center for School Safety (MCSS), in consultation with IAC staff for the purposes of determining project eligibility, authority to administer the FY 2025 School Safety Grant Program (SSGP) and grant extension requests for FY 2025 SSGP projects;
- 3. To approve the SSGP Notice of Funding Availability, pending non-substantive edits by MCSS and IAC staff;
- To direct MCSS to solicit SSGP projects from LEAs and the Maryland School for the Blind with a maximum total FY 2025 allocation of \$10 million and available prior year funding;
- 5. To allocate funding as presented in this item to each LEA based on a combination of their proportion of total 2023 enrollment and their proportion of total facility square footage, with every LEA receiving a minimum allocation of \$200,000.

Background Information:

HB 1783 created Education Article, §5-317 of the Annotated Code of Maryland, which created the SSGP.

§5-317.

- (a) In this section, "Program" means the School Safety Grant Program.
- (b) (1) There is a School Safety Grant Program.
- (2) The purpose of the Program is to provide grants to county boards for school security improvements, including:
 - (i) Secure and lockable classroom doors for each classroom in the school;
 - (ii) An area of safe refuge in each classroom in the school; and
 - (iii) Surveillance and other security technology for school monitoring purposes.
- (c) The Program shall be implemented and administered by the Interagency Commission, in consultation with the Maryland Center for School Safety.
- (d) The Interagency Commission shall:
 - (1) Provide grants to county boards for public school security improvements;
 - (2) Develop a procedure for a county board to apply for a grant under the Program; and
 - (3) Develop eligibility requirements for a county board to receive a grant under the Program.
- (e) In addition to the annual amount otherwise provided in the capital improvement program of the Public School Construction Program, the Governor shall provide an additional \$10,000,000 in the annual operating or capital budget bill that may be used only to award grants under the Program.
- (f) The State funding provided under the Program is supplemental to and is not intended to take the place of funding that would otherwise be appropriated for public school construction purposes to a county board from any other source.
- (g) The Interagency Commission shall adopt regulations necessary to implement this section.

The FY 2022 operational budget included language that assigned the administration of the SSGP to MCSS. MCSS began administering the program after collaborating with the IAC. The FY 2023 operational budget reverted the administration of the SSGP back to the IAC. The continuity of the grant administration process has been maintained by IAC and MCSS staff, with MCSS administering the SSGP, in close consultation with the IAC. For FY 2025, IAC recommends continuing this relationship and presents this draft MOU and Notice of Funding Availability for consideration.

IAC staff recommend approval.





Fiscal Year 2025 School Safety Grant Program (SSGP)

Notice of Funding Availability (NOFA) deadline Application Guidance Document

Online Submission Deadline: September 30, 2024

The School Safety Grant Program is funding provided by the Maryland State Interagency Commission on School Construction with funding being administered through the Maryland Center for School Safety.

Wes Moore, Governor
Aruna Miller, Lt. Governor
Edward Kasemeyer, Chair, Interagency Commission on School Construction (IAC)
Carey M. Wright, Ed.D., State Superintendent of Schools
Alex Donahue, Executive Director, IAC
Kate Bryan, Executive Director, MCSS

NOTE: MCSS will begin accepting applications for the FY2025 SSGP on July 15, 2024, directly on the MCSS website:

schoolsafety.maryland.gov

Applicants are encouraged to follow the instructions outlined in this NOFA to avoid incomplete submissions. Supporting documentation must be attached to all applications.

Eligibility: The following entities are eligible to apply for the FY2025 School Safety Grant Program.

- Local Public School Systems
- Maryland School for the Blind

Introduction & Scope:

Established by legislation in calendar year 2018 through the enactment of HB 1783, the SSGP provides grants to local school systems and Maryland School for the Blind (MSB) to fund school security improvements. For Fiscal Year 2025, the Interagency Commission on School Construction (IAC) has delegated administrative tasks associated with the program to the Maryland Center for School Safety. The Md. Code Ann., Educ. § 5-317, requires the Governor to provide an annual allocation of \$10 million to the program beginning in fiscal year 2019.

Important Notes

All FY2025 Grants administered by MCSS are State issued Funds. Applicants must provide a copy of their **IRS Form W-9** to MCSS with their application.

Before You Proceed...

- A. The performance period for the FY2025 SSGP is effective July 1, 2024, through December 31, 2025.
- B. Grantees will receive Grant Assurance documents requiring signatures for an official grant award. The Grant Assurance document will contain the assigned grant number and other relevant information. This process can take up to thirty (30) days after a grant approval letter has been issued.
- C. MCSS grant awards require the following:
 - 1. <u>Bi-annual Progress Reports</u>: The bi-annual progress report shall describe the status of the project as well as any significant events that have an impact. It shall also compare actual project accomplishments to the project timeline submitted during the application process. If there are any deviations from what was originally provided, grantee shall provide justifications for the deviation. This would be an appropriate time to request a project realignment or an extension, if applicable.
 - 2. <u>Final Project Report</u>: The Final Project Report (FPR) is due forty-five (45) days after the end of the grant award performance period. The Final Project Report shall contain a summary report of grant activities by measuring performance against the project goals and objectives during the performance period.
 - 3. Reimbursement request(s) with support documents must be submitted directly to MCSS.
- D. Acceptable reimbursement request support documents include but are not limited to receipts or proof of purchases, vendor invoices, contractual agreements, copies of cleared checks issued for payment and copies of purchase orders.
- E. MCSS requires proof of work performed when submitting the final project report including before and after photos, where applicable.
- F. Review and compliance with the General and Special Conditions.

Application Documents

All application supporting documents must be submitted in <u>PDF format</u>.

Additional Assistance

For further assistance, please contact:
Gifty Quarshie, Fiscal and Grants Program Manager
mcss.mcss@maryland.gov
gifty.guarshie4@maryland.gov

MCSS Application Checklist

- Online application form
- Statement of need narrative
- Detailed project description
- SSGP Project Request Form (template provided on the MCSS website)
- IRS Form W-9
- Age of the equipment/system being replaced, where applicable
- Maintenance records of equipment(s) being replaced, where applicable
- Supplemental literature (should describe the system(s) being installed)
- Competitive quotes (optional for pre-award; required for post-award/reimbursement)

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1 Purpose

The Maryland School Safety Grant Program (SSGP) is intended to provide grants to local school systems and the Maryland School for the Blind to address school security improvements, including but not limited to secure and lockable classroom doors, areas of safe refuge in classrooms, surveillance, security vestibules, and other structural school security-related improvements that have direct impact on the school facility, students, and school administrators.

2 Background

Established by legislation in calendar year 2018 through the enactment of HB 1783, the SSGP provides grants to local school systems and the Maryland School for the Blind (MSB) to fund school security improvements. Md. Code, Education Article § 5-317 requires the Governor to provide an annual allocation of \$10 million for the program.

On behalf of the Interagency Commission on School Construction (IAC), the Maryland Center for School Safety (MCSS) will allocate the funding for the FY2025 School Safety Grant Program (SSGP). The IAC, in collaboration with the Maryland Center for School Safety (MCSS), developed administrative procedures for the SSGP. Applications and expenditures, as applicable, will be reviewed by both the IAC and MCSS.

3 Allocations

- 1. There is a minimum allocation of \$200,000 for each Local School System (LEA) and the Maryland School for the Blind (MSB).
- 2. Funding will be distributed based on the funding distribution schedule noted in Attachment 1.
- 3. Funds will be used for eligible project requests submitted in accordance with the Notification of Funding Availability (NOFA).
- 4. The funding distribution for each LEA shall be calculated using two factors: 1) each LEA's proportionate share of enrollment, which includes the final full-time equivalent enrollment from the previous September 30 plus PreK enrollment from the same period; and 2) the proportionate share of the total gross square footage. Each of the two factors accounts for fifty-percent of the funding (see Attachment 1).
 - a. The full-time equivalent enrollment figure is the total LEA enrollment figure utilized for calculating the Foundation Program for the Major State Aid Programs, as published annually by the Maryland State Department of Education (MSDE) Office of Finance and Administration.
 - i. Enrollment includes SEED School MD students in home school systems.
 - ii. Prekindergarten students are not included in the full-time equivalent enrollment for the MSDE Foundation Program funding.
 - iii. Full-time Equivalent enrollment is defined in Md. Code, Education Article §5-201.

-

counts.

¹ Note that for the FY 2025 calculations, enrollments were based upon September 30, 2023 official MSDE enrollment

- b. The total square footage is as of July 1 and is obtained from the IAC's Facility Inventory Database that was used in Managing for Results (MFR) reporting for the current budget year. The Facility Inventory Database is a database populated by the LEAs and monitored by the IAC staff.
- 5. State funds provided through the SSGP <u>do not require matching local funds</u>. The LEA is required to have local funds available for the payment of cost in excess of the State allocation and ineligible project costs.
- 6. Unused LEA allocations will revert to the Fund.

4 Application Procedures

A. General Requirements

- 1. Project requests in the SSGP will be submitted in accordance with the requirements during the application period. Please visit the MCSS website for the application form. Applicants are encouraged to use the checklist provided to ensure a complete application submission.
- 2. The SSGP projects are to be listed in priority order beginning with the number 1. Bundled projects (where a single type of project, such as access control, is executed under a single contract but at multiple sites) should be entered per school but will share the same priority number.

B. Eligible Projects and Expenditures

- 1. Eligible project expenditures within the SSGP are for new and continuing security improvements to public school buildings and sites (see Appendix A).
- 2. The minimum single project should cost at least \$3,000.
- 3. A single "project" is defined as:
 - a. A single improvement at an individual school that costs at least \$3,000.
 - b. Multiple security improvements at the same school that collectively cost at least \$10,000.
 - i. Individual components within a project may be less than \$10,000 in value, but the total cost of a project (including both security and non-security related components) must be at least \$10,000 in value.
 - ii. Components must be listed separately in the application with the estimated value shown.
 - c. Multiple improvements of the same kind at different schools, such as changes of locksets or the installation of cameras, that collectively cost at least \$10,000, unless otherwise approved by the MCSS Executive Director.
 - d. Note: In the application, each school should be listed separately (but with the same priority number), and the amount of the request should be based on specific estimates for each school or the total project request prorated across all schools based on the number of requested units (such as locksets or cameras), square footage, or some other method.
- 4. Certain non-security related components or systems that are logically related to the scope of work (such as replacement of a portion of a ceiling associated with installation of wiring or cameras) may be included in the scope, but the majority of the proposed work must be for

- security-related improvements.
- 5. An eligible contract (including design, construction, or other eligible services) for a locally funded project that is approved by the local board of education within 18 months prior to the allocation approval date identified in the schedule (see attachment 2).
- 6. Unlike typical IAC Capital Improvement Program (CIP) projects, requests may be submitted for security projects:
 - a. In schools that have been built or fully renovated within the last 15 years;
 - b. In which the anticipated life of the system or components is less than 15 years due to anticipated changes in technology;
 - c. For locally owned and State-owned relocatable classrooms, including the movement of relocatable classroom units under certain security-related circumstances; or
 - d. In privately owned (leased) facilities, so long as the requested project is for movable equipment that can be retained by the LEA to be utilized elsewhere in the event of a lease termination.
- 7. Projects should be for long-term capital facility improvement and include, but are not limited to, the following categories of security projects:
 - a. Access Control Systems: Safety/Security Station, ballistic resistant, window covering, door monitoring system, installation of card access system, metal detectors, wayfinding signage and campus fencing;
 - b. Camera Surveillance Systems: new security systems;
 - c. Door Hardware: proximity card readers;
 - Door Improvements: Secure and lockable classroom doors in schools that include door replacement, lockbox for emergency key access, door alarms/sensors, door intercoms and panic buttons;
 - e. Emergency Generator: Emergency generator that provides safety for power outages;
 - f. Interior building modifications: Creation of an area of safe (visual) refuge in classrooms in the school, installation of pass-through windows, installation of security mirrors, relocation of administrative office, phone and intercom systems;
 - g. Security Communications: Directional signage;
 - h. Site Improvements: Campus lighting and walkway enclosure; and
 - i. Other security and safety projects as identified by the LEA. These projects will be reviewed on a case-by-case basis, based on the description provided, supporting documentation, local board policies, availability of funds, and cost-effectiveness.

C. Ineligible Projects/Expenditures

The School Safety Grant Program (SSGP) funds may not be used:

- 1. To fund any project not eligible under the purpose of the grant;
- 2. For improvements to property owned by a board of education that is not used by public school students, e.g., garages, central office facilities, staff training quarters, etc., unless it can be demonstrated that improvements outside of a school will improve student safety, with review and approval by the MCSS Executive Director;
- 3. For the movement of relocatable classroom buildings, unless it can be shown that the

- location of the relocatable classrooms impedes security and that other types of security improvements will not correct the situation;
- 4. For ancillary services associated with security, e.g., post-completion monitoring;
- 5. For staff training, unless staff training associated with the installation of new electronic security systems;
- 6. For salaries of local employees;
- 7. For projects related to behavioral management; or
- 8. For any contract for an eligible project that is approved by the Local Board of Education more than 18-months prior to the IAC allocation approval date identified in the schedule (Attachment 2).

D. Application Process and Requirements

- 1. LEAs must submit the MCSS' SSGP application and backup material using the online application form available on the MCSS website. All FY2025 SSGP applications will be reviewed and approved by the MCSS and IAC Grants Management staff.
- 2. LEAs must provide the following submission materials for projects in each category:
 - a. For security systems or access control systems, supplemental literature that describes the system; the age and maintenance records for the system, where applicable.
 - b. For door lock replacement, supplemental literature that describes the door locking mechanism and fire marshal approval.
 - c. For security vestibules or other floor plan modifications, a floor plan showing the changes.
 - d. Applications are required to include details on the following:
 - i. Statement of need narrative
 - ii. Detailed project description
 - iii. SSGP Project Request Form (template available on the MCSS website)
 - iv. Age of the equipment/system being replaced
 - v. Maintenance records of equipment being replaced, where applicable
 - vi. Other fund source(s), if applicable
 - vii. Supplemental literature (should describe the system(s) being installed)
 - viii. Competitive quotes (optional for pre-award; required for post-award)

E. Project Approval Process

To be eligible for approval, a requested project must meet all of the following requirements:

- 1. The project must meet the application submittal requirements.
- 2. The project schedule should indicate that all work on the project will be completed by the grant end date of **December 31, 2025**, except where an extension has been granted. MCSS would allow 45 days after the end of the grant period to submit final invoices.
- 3. SSGP applications will be reviewed and processed as they are received. It is anticipated that projects will be reviewed and approved within 30 working days of a complete submission. A

- grant approval letter will then be issued.
- 4. MCSS will work with the IAC to obligate the grant funds in the State of Maryland Financial Management Information System (FMIS). Once obligated, a grant number will be assigned. This process may take a few weeks, but once completed, the grantee will receive the Grant Assurance documents requiring signatures for an official grant award.
- 5. MCSS recommends that the grantee not proceed through executing the project until it has received the grant approval letter and been assigned a grant number. Projects that proceed prior to being assigned a grant number may be eligible for reimbursement, but proceed at their own risk until an approval letter has been received.
- 6. State funding for proposed projects is limited to the LEA total allocation (see Attachment 1).

5 Design Review

Projects approved in the SSGP are subject to design development and construction document review (see below) only if any means of egress will be altered. A means of egress is a continuous and unobstructed way of exit travel from any point in a building or structure to a public way and consists of three separate and distinct parts: the way of exit access, the exit, and the way of exit discharge. Door hardware projects may also affect egress and are subject to review. Upon approval, the required Design Review Requirement Level will be reflected in the application review status. The primary point of contact will be notified via email about the status of the Design Review Requirement Level. Depending on the status, further action may be required. Design Review Requirements are as follows for the assigned review level:

- 0 No review required by IAC or DGS
- 1 Construction documents required for DGS review
- 2 Design development documents and construction documents required for DGS review
- 3 Abbreviated educational specifications and schematic drawings required for IAC review, design development documents and construction documents required for DGS review.

6 Procurement

- A. Procurements shall comply with COMAR 14.39.03 as well as with the State public school procurement law Md. Code, Education Article §5-112 "Bids." The following will apply to SSGP projects, including:
 - Projects which cost less than \$50,000 do not require IAC approval of the procurement, and, generally, sealed bids are not required unless local board of education policy or procedures specify a minimum dollar value that requires sealed bids;
 - ii. Projects that cost at least \$50,000 but less than \$100,000 are required to be competitively procured, consistent with Md. Code, Education Article §5-112 "Bids." For projects with a total cost of less than \$100,000, IAC approval of contracts is not required prior to entering into the contract but the award is subject to State review at the time reimbursement is requested;
 - iii. Projects that cost \$100,000 or more are required to be competitively procured, consistent with Section §5-112 Bids of the Education Article. IAC approval of the contract award is required prior to reimbursement. A copy of the bid tabulation with a copy of the low bidder's proposal must be submitted for State review and approval

of the contract award;

- iv. Competitive procurement requirements;
- v. Minority Business Enterprise requirements; and
- vi. Prevailing wage rates as applicable.

7 Reimbursement/Financial Reporting

- 1. Payment will be made through reimbursement to the school system, at time of project completion. Grantee shall use the MCSS invoice template when submitting reimbursement requests. The form is available on the MCSS website.
- 2. Direct contractor payments will not be made. All payments related to the SSGP grant will be issued directly to the local school system based on the information contained on the IRS Form W-9.

8 General and Special Conditions

Grant awards are subject to these General and Special Conditions. The IAC and MCSS reserve the right to add Special Conditions, if and when needed, during the life of the award period. These General Conditions outline the post-award policies, procedures, guidelines, and business rules from MCSS for grant funds.

- A. Grantee shall ensure any expenditure of Grant funds that is not consistent with the purposes of the grant award, or that violates any requirement, procurement, term, or condition of the School Safety Grant program (SSGP), or the Notice of Grant Award agreement, will be disallowed.
- B. Grantee shall ensure all grant project related activities are completed no later than **December 31, 2025**.
- C. Grantee shall ensure that all work performed pursuant to the SSGP and this agreement is completed by contractors and/or staff holding all necessary certifications and licenses.
- D. Grantee shall ensure that any business or non-profit organization operating in Maryland with which Grantee contracts or partners to carry out the purposes of the Grant is registered and in good standing with the Maryland State Department of Assessments and Taxation.
- E. Grantee shall ensure all work performed pursuant to the Grant shall comply with all applicable State, local, and federal laws and regulations.
- F. Grantee shall ensure all equipment acquired using State issued grant funds is protected from theft, loss, and damage. MCSS must be notified if any grant funded equipment is lost, stolen, or damaged.
- G. Awards may be terminated by one or both parties with written notice. If the award is terminated before the end of the funding period, an accounting of the year-to-date expenses must be provided within thirty (30) calendar days after termination.
- H. All grant funds related to the award project must be encumbered, obligated (requisitions, purchase orders, or contracts, which are negotiated purchases), or expended (payment of an invoice) by the end of the award period.
- I. Failure to expend encumbered funds within 45 days following the end date of the grant period may jeopardize reimbursement and/or result in the de-obligation of funds unless an extension is granted by MCSS. If no extension is granted, remaining obligations will be the

sole responsibility of the recipient.

J. Any requests for grant realignment or modifications of any kind to any portion of this award must be submitted in writing prior to occurrence and forty-five (45) days prior to the end of the performance period. All realignment requests must be submitted using the MCSS template which can be found on the MCSS website.

To qualify, the online application must be submitted no later than 5:00 p.m. Eastern Time on Friday, September 30, 2024.

Attachment 1: FY 2025 Allocations by County

FY2025 School Safety Grant Program Allocation

	Enrollment ²		Total Square		
	as of		Footage as of		FY 2025
LEA	9/30/23	Percentage	7/1/2024	Percentage	Allocation
Allegany	8,196.50	0.90%	1,749,398	1.23%	\$200,000
Anne Arundel	84,250.75	9.60%	13,827,264	9.77%	\$797,000
Baltimore City	74,839.50	8.16%	15,122,778	11.43%	\$806,000
Baltimore County	109,847.25	12.52%	16,884,863	11.81%	\$1,001,000
Calvert	15,129.50	1.76%	2,475,898	1.73%	\$200,000
Caroline	5,673.25	0.63%	877,773	0.62%	\$200,000
Carroll	26,099.50	2.97%	4,2179,228	2.94%	\$243,000
Cecil	14,995.00	1.68%	2,267,203	1.58%	\$200,000
Charles	27,761.50	3.12%	4,179,228	2.98%	\$251,000
Dorchester	4,577.00	0.49%	970,840	0.68%	\$200,000
Frederick	47,572.50	5.30%	6,923,758	4.79%	\$415,000
Garrett	3,451.50	0.39%	741,671	0.52%	\$200,000
Harford	38,077.50	4.33%	5,991,468	4.26%	\$353,000
Howard	57,430.50	6.58%	8,527,365	5.81%	\$510,000
Kent	1,730.75	0.19%	441,409	0.31%	\$200,000
Montgomery	158,877.50	18.23%	25,832,149	17.69%	\$1,476,000
Prince George's	130,193.00	14.61%	18,922,353	13.12%	\$1,141,000
Queen Anne's	7,501.25	0.83%	1,302,658	0.92%	\$200,000
St. Mary's	17,215.00	1.98%	2,300,101	1.62%	\$200,000
Somerset	2,888.00	0.30%	671,356	0.47%	\$200,000
Talbot	4,500.75	0.50%	700,971	0.49%	\$200,000
Washington	22,490.25	2.48%	3,476,621	2.45%	\$207,000
Wicomico	15,150.25	1.67%	2,283,618	1.58%	\$200,000
Worcester	6,799.25	0.74%	1,310,647	0.90%	\$200,000
MSB	220.00	0.03%	369,768	0.29%	\$200,000
Total	885,247.75	100.00%	142,124,640	100.00%	\$10,000,000

² Enrollment is Full-Time Equivalent enrollment plus PreK enrollment

<u>Attachment 2: Important Dates</u>

Begin Accepting Applications	July 15, 2024	
Application Deadline	September 30, 2024	
Award Approval/Denial Letters	Up to 30 days After Application	
Grant Assurances	Up to 30 days after Award Approval Letter	
Award End Date	December 31, 2025	
Bi-Annual Progress Reports: July 2024 - December 2024 January 2025 - June 2025 July 2025 - December 2025	Due Dates: January 31, 2025 July 31, 2025 January 30, 2026	
Final Project Report (FPR)	February 16, 2026	

MEMORANDUM OF UNDERSTANDING BETWEEN THE MARYLAND CENTER FOR SCHOOL SAFETY AND THE INTERAGENCY COMMISSION ON SCHOOL CONSTRUCTION REGARDING ADMINISTRATION OF THE SCHOOL SAFETY GRANT PROGRAM

This Memorandum of Understanding (MOU) is entered into between the Maryland Cente	er for
School Safety (MCSS) and the Interagency Commission on School Construction (IAC) on this	day of
, 2024.	

Whereas, MCSS was established by the General Assembly in 2013 as an independent unit of State government, and subsequently designated as an independent unit within the Maryland State Department of Education ("MSDE") pursuant to revisions to the MCSS authorizing statute in the Safe to Learn Act of 2018 (Senate Bill 1265, Chapter 30, Laws 2018);

Whereas, MCSS became a grant administering agency with the passage of the Safe to Learn Act of 2018;

Whereas, MCSS is governed by a Subcabinet comprised of the State Superintendent of Schools, the Secretary of the State Police, Secretary of Health, Secretary of Disabilities, Attorney General, and Executive Director of the Interagency Commission on School Construction (Md. Code Ann., Educ. Art. §7-1503);

Whereas, MCSS is led by an Executive Director who serves at the pleasure of the Subcabinet (Md. Code Ann., Educ. Art. §7-1502(d));

Whereas, IAC is governed by a Commission comprised of the State Superintendent of Schools, the Secretary of General Services, the Secretary of Planning, and six members of the public, with two public members appointed by each of the Governor, President of the Senate, and Speaker of the House of Delegates (Md. Code Ann., Educ. Art. §5-302(d));

Whereas, IAC is led by an Executive Director who serves at the pleasure of the Commission (Md. Code Ann., Educ. Art. §5-302(i)(2));

Whereas, in the fiscal year 2022 State operating budget, MCSS was directed to administer the funding allocation for the School Safety Grant Program (SSGP), and MCSS began administering the SSGP after collaborating with the IAC to take over that function; and

Whereas, the fiscal year 2023, 2024, and fiscal year 2025 State operating budgets reverted the funding allocation for the SSGP to the IAC, but MCSS and IAC desire to maintain continuity of the grant administration process; and

Now, therefore, MCSS and IAC agree as follows:

1. Grant Administration Process

In order to facilitate the processing of grant applications and funding, the IAC has directed MCSS and IAC staff to develop a coordinated approach with established procedures, which will be adopted and approved by IAC prior to grant issuance. Guided by those procedures, the roles and responsibilities of MCSS and IAC are as follows:

- a. The IAC shall determine the methodology for the allocation of grants awarded under §5-317 of the Education Article of the Annotated Code of Maryland and Section D25E03.03 of Chapter XXX of the Laws of Maryland 2024, the Budget Bill for Fiscal Year 2025;
- b. IAC and MCSS shall jointly confirm the criteria for eligibility for projects to be funded under the SSGP:
- c. MCSS shall collaborate with the IAC to make requested modifications as needed to the administrative processes attached as Exhibit 1, including but not limited to:
 - i. The timing for applications;
 - ii. The procedure for reviewing applications and making determinations on eligibility and funding;
 - iii. The elements required in the bi-annual reporting required of grantees;
 - iv. The process for reimbursing eligible projects with grant funds;
 - v. The process for monitoring compliance for grantees.
- d. MCSS shall develop and maintain an online grant application form;
- e. MCSS shall review the applications jointly with the IAC;
- f. MCSS shall issue grant award approval notifications to the grantees;
- g. MCSS shall work with IAC directly to encumber the funds attributable to each grant award;
- h. MCSS shall monitor the grant awards and projects throughout the performance period to ensure compliance with the grant award terms and conditions;
- i. MCSS shall review and approve reimbursement requests in accordance with the requirements outlined in the Notification of Funding Availability, or NOFA;
- MCSS shall provide biannual reporting on program process, including number and amount of received applications, project allocations, and expenditures to the IAC; and
- k. MCSS and the IAC shall respond jointly to the Department of Budget and Management and/or Department of Legislative Services on any questions or concerns that arise with respect to the grant administration.

2. Term of Agreement

This MOU shall be effective from July 1, 2024 through June 30, 2025. It may be extended annually upon the written mutual agreement signed by both MCSS and IAC. The parties' continuing obligations under this MOU shall survive the termination of the MOU.

3. Communication

At all times MCSS and the IAC agree to communicate openly and regularly with each other regarding the SSGP grant process and administration. The following individuals shall serve as the primary points of contact with respect to the SSGP grant for each agency:

Maryland Center for School Safety Gifty Quarshie Fiscal & Grants Program Manager

Office: 410-281-2336 Cell: 443-902-0992

gifty.quarshie4@maryland.gov mcss.mcss@maryland.gov

Interagency Commission on School Construction
Arabia Davis
Funding Programs Manager
Office: 410-767-2153

<u>arabia.davis1@maryland.gov</u> <u>iac.pscp@maryland.gov</u>

4. Applicable Law

This MOU shall be construed and enforced according to the laws of the State of Maryland.

5. Modification

The MOU may be modified upon the written mutual agreement signed by both MCSS and IAC.

6. Termination

This MOU may be terminated by either party, upon receipt of thirty (30) days' written notice of the intent to terminate the agreement.

7. Complete Agreement

This MOU represents the complete, total, and final agreement of the parties, and no other agreements or representations, oral or written, regarding the subject matter of this MOU shall be deemed to exist or to bind the parties hereto at the time of execution.

8. Approvals

The undersigned authorized officials commit their respective organizations to the terms of this Agreement.

In witness whereof, MCSS and IAC have caused this MOU to be executed by their authorized officers, agents or officials on the date of the last signature.

On Behalf of the Maryland Center for School Safety				
Kate Bryan	Date			
Executive Director, MCSS				
On Behalf of the Interagency Commission on Schoo	l Construction			
Alex Donahue	Date			
Executive Director, IAC				
Approved as to form and legal sufficiency				
On Behalf of the Maryland Center for School Safety	,			
Assistant Attornov Conoral	 Date			
Assistant Attorney General MCSS, Subcabinet & Advisory Board	Date			
On Behalf of the Interagency Commission on Schoo	l Construction			
Assistant Attorney General	 Date			
Interagency Commission on School Construction				



Item 8. FY 2023 Capital Improvement Program Project Rescission – Baltimore County Public Schools – Rosedale Center (PSC 03.015) Roof Project

Motion:

To amend the FY 2023 Capital Improvement Program (CIP) to rescind the funding award of \$1,213,375 for the Rosedale Center (PSC 03.015) Roof project and transfer the amount to the LEA's reserve account for use on a future project.

Background Information:

At the May 11, 2022 IAC Meeting, the IAC voted to adopt the FY 2023 CIP recommendations for funding. Included in this was an award of \$1,213,375 for the Rosedale Center (PSC 03.015) roof project.

On May 3, 2024, Baltimore County Public Schools (BCPS) informed IAC staff that they no longer intended to use the space for educational purposes, and requested approval to transition the space to administrative offices for BCPS staff. While the facility was not being used as permanent educational space, BCPS had most recently utilized the facility as temporary educational space for students that were waiting for construction to be completed on the Red House Run Elementary (PSC 03.109) replacement. Due to the change of function, this facility is no longer eligible for the awarded Roof Replacement project.

On June 25, 2024, BCPS contacted the IAC to inform staff that they wished to cancel the Rosedale Center Roof replacement project, and have funding transferred to their reserve account for use on a future project.

If approved, the accompanying facility status change Item, which details the remaining outstanding bond debt on the facility from projects in FY 2012 and 2020, will authorize the repayment of the outstanding state bond debt and approve the facility status change. This Item only cancels the existing open project, and transfers funds totalling \$1,213,375 to the BCPS reserve account.

IAC staff recommend approval of this request.



Lisa Vaughn -IAC- lisa.vaughn@maryland.gov>

RE: FY 23 CIP Rosedale Center Roof Replacement Project (PSC 03.015)

1 message

Lazzeri, Leslie P. < llazzeri@bcps.org>

Tue, Jun 25, 2024 at 1:33 PM

To: Lisa Vaughn -IAC- lisa.vaughn@maryland.gov>

Cc: Melissa Wilfong -IAC- <melissa.wilfong@maryland.gov>, Arabia Davis -IAC- <arabia.davis1@maryland.gov>, Cassandra Viscarra -IAC- <cassandra.viscarra@maryland.gov>

Lisa:

Yes, based on the change of use of the building, BCPS would like to cancel the Rosedale Center Roof replacement project. Thank you.

Leslie Lazzeri, PE

Director

Office of Facilities Construction and Improvement

Department of Facilities Management and Strategic Planning

Baltimore County Public Schools

9610 Pulaski Park Drive, Suite 204

Baltimore, Maryland 21220

phone: 443-809-9088

cell: 443-528-8982

llazzeri@bcps.org

From: Lisa Vaughn -IAC- lisa.vaughn@maryland.gov>

Sent: Monday, June 24, 2024 2:25 PM **To:** Lazzeri, Leslie P. lazzeri@bcps.org>

Cc: Melissa Wilfong -IAC- <melissa.wilfong@maryland.gov>; Arabia Davis -IAC- <arabia.davis1@maryland.gov>;

Cassandra Viscarra -IAC- <cassandra.viscarra@maryland.gov>

Subject: FY 23 CIP Rosedale Center Roof Replacement Project (PSC 03.015)

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Leslie,

Based upon recent discussions regarding the Rosedale Center Roof Replacement Project, it is our understanding that Baltimore County Public Schools would like to cancel this FY23 CIP project due to the facility changing status to administrative space. Please confirm this is BCPS' intention.

Thank you,



Lisa Vaughn (she/her)

Capital Projects Manager Interagency Commission on School Construction

O: (410) 767-0741 lisa.vaughn@maryland.gov

351 W. Camden Street, Suite 701 Baltimore, Maryland 21201



Item 9. Change of Educational Function and Payment of Outstanding Bond Debt Baltimore County Public Schools - Rosedale Center (PSC 03.015)

Motion:

To approve the change of educational function of Rosedale Center (PSC 03.015) and to require the repayment of the outstanding bond debt amount of \$778,593.06 by Baltimore County Public Schools (BCPS).

Background Information:

In 2016 the Rosedale Center for Alternative Studies program moved from the Rosedale Center Building (PSC 03.015) at 8200 Old Philadelphia Road, to a leased space located at 7090 Golden Ring Rd. After this, the facility was transitioned to be used as a swing space. Until December 22, 2023, the facility was being used as a temporary space for students who would be attending Red House Run Elementary (PSC 03.109) upon construction completion.

On May 3, 2024, BCPS informed the IAC via a Facility Status Change request that the facility would no longer be used to house students, and would instead be transitioned to an administrative building for use by the School District.

Typically, changes to the educational function of the school are not required to be approved by the IAC, however, since this facility has outstanding bond debt owed to the State, and is being retained by the school district rather than transferred to the County, an IAC motion is required to affirm BCPS' requirement to pay the bond debt within 2 years of the facility no longer being used for educational purposes.

IAC Staff recommend approval of this request.



Item 10. FY 2023 Capital Improvement Program Rescission Requests - Baltimore City Public Schools

Motion:

- To approve the rescission of seven Baltimore City Public Schools (City Schools)
 construction projects funded in the FY 2023 Capital Improvement Program (CIP) and to
 revert \$16,261,940 to the LEA's reserve account; and
- 2. To amend the FY 2025 CIP to include six projects as presented and to allocate funding from the LEA's reserve account in the total amount of \$16,191,960.

Background Information:

On May 31, 2024, IAC staff received a request from City Schools to rescind the funding allocations for the CIP projects shown in the table below and amend the projects to be included in the FY 2025 CIP. Education Article, §5-303(j) requires projects that are not under contract with 2 years of allocation be rescinded. Due to the influx of ESSER funding over the past two years, City Schools' list of approved design consultants have been inundated with additional project designs that have taken priority over the below listed projects. City Schools has indicated the design firms have completed these ESSER projects and now have greater capacity to complete designs on the projects listed below.

Table 1 - Projects requested to be rescinded from the FY 2023 CIP

PSC Number	School Name and Project Type	Maximum State Allocation Rescinded from FY 2023 CIP
30.177	George Washington ES #022 - Roof/Windows/Doors/HVAC/Fire Safety	\$5,391,000
30.277	Harlem Park PK-8 #035 - HVAC	\$773,760
30.135	Liberty ES #064 - Boiler/Chillers	\$960,000
30.248	Curtis Bay PK-8 #207 - HVAC/Roof	\$907,200
30.090	Thomas Jefferson ES #232 - HVAC/Windows/Doors/Fire Safety	\$5,664,000
30.092	Roland Park PK-8 #233 - Structural Repair/Boiler	\$2,496,000
30.150	Harriet Tubman #138 - Asphalt and Concrete	\$69,980
	Total	\$16,261,940

Table 2 - Projects requested to be approved in the FY 2025 CIP

PSC Number	School Name and Project Type	Maximum State Allocation Rescinded from FY 2023 CIP to be applied to the FY 2025 CIP
30.177	George Washington ES #022 - Roof/Windows/Doors/HVAC/Fire Safety	\$5,391,000
30.277	Harlem Park PK-8 #035 - HVAC	\$773,760
30.135	Liberty ES #064 - Boiler/Chillers	\$960,000
30.248	Curtis Bay PK-8 #207 - HVAC/Roof	\$907,200
30.090	Thomas Jefferson ES #232- HVAC/Windows/Doors/Fire Safety	\$5,664,000
30.092	Roland Park PK-8 #233 - Structural Repair/Boiler	\$2,496,000
	\$16,191,960	

The Harriet Tubman facility was vacated and then surplused to the City after the Robert Coleman Elementary School (PSC 30.140) Renovation project was completed in 2022. As such, this project is no longer needed.

IAC staff recommend approval of the LEA's request.



Brandon Scott, Mayor City of Baltimore

Ronald McFadden, Chair Board of School Commissioners

Sonja Brookins Santelises Chief Executive Officer

May 31, 2024

Mr. Alex Donahue Executive Director Interagency Commission on School Construction 351 W. Camden St., Suite 701 Baltimore, Maryland 21201

RE: Baltimore City Schools FY23 Capital Improvement Program (CIP)

Projects to Rescind and Amend Request

Dear Mr. Donahue:

Baltimore City Public Schools (City Schools) is requesting that the funding for the Capital Improvement projects noted below be rescinded and amended to the FY25 Capital Improvement Request. Please find details below.

1. #22 George Washington ES Various Systemics PSC #30.177 SR \$5,391,000

a. Justification: Due to the influx of ESSER funding over the last couple of years, the architect and engineer consultants that City Schools most often use have been overwhelmed with work. (City Schools has completed over 110 projects using ESSER funds and our teams of consultants in the last 30 months.) This has stressed the capacity of our consulting firms, particularly the MBE / WBE firms. Unfortunately, we were not able to get enough capacity from our consulting firms, in particular our MBE / WBE firms, to complete this project. We would like to request an amendment to the FY2025 CIP for the above specified amount for this project, to allow us to proceed with the project now that ESSER projects are being completed and our consultants have capacity to perform the work.

u

2. #035 Harlem Park PK-8 HVAC PSC #30.277 SR \$ 773,760

a. Justification: Due to the influx of ESSER funding over the last couple of years, the architect and engineer consultants that City Schools most often use have been overwhelmed with work. (City Schools has completed over 110 projects using ESSER funds and our teams of consultants in the last 30 months.) This has stressed the capacity of our consulting firms, particularly the MBE / WBE firms. Unfortunately, we were not able to get enough capacity from our consulting firms, in particular our MBE / WBE firms, to complete this project. We would like to request an amendment to the FY2025 CIP for the above specified amount for this project, to allow us to proceed with the project now that ESSER projects are being completed and our consultants have capacity to perform the work.

3. #64 Liberty ES Boiler PSC #30.135 SR \$ 960,000

a. Justification: Due to the influx of ESSER funding over the last couple of years, the architect and engineer consultants that City Schools most often use have been overwhelmed with work. (City Schools has completed over 110 projects using ESSER funds and our teams of consultants in the last 30 months.) This has stressed the

of our consulting firms, particularly the MBE / WBE firms. Unfortunately, we were not able to get enough capacity from our consulting firms, in particular our MBE / WBE firms, to complete this project. We would like to request an amendment to the FY2025 CIP for the above specified amount for this project, to allow us to proceed with the project now that ESSER projects are being completed and our consultants have capacity to perform the work.

- 4. #207 Curtis Bay PK-8 Various Systemics PSC #30.248 SR \$ 907,200
 - a. Justification: Due to the influx of ESSER funding over the last couple of years, the architect and engineer consultants that City Schools most often use have been overwhelmed with work. (City Schools has completed over 110 projects using ESSER funds and our teams of consultants in the last 30 months.) This has stressed the capacity of our consulting firms, particularly the MBE / WBE firms. Unfortunately, we were not able to get enough capacity from our consulting firms, in particular our MBE / WBE firms, to complete this project. We would like to request an amendment to the FY2025 CIP for the above specified amount for this project, to allow us to proceed with the project now that ESSER projects are being completed and our consultants have capacity to perform the work.
- 5. #232 Thomas Jefferson ES Various Systemics PSC #30.090 SR \$ 5,664,000
 - a. Justification: Due to the influx of ESSER funding over the last couple of years, the architect and engineer consultants that City Schools most often use have been overwhelmed with work. (City Schools has completed over 110 projects using ESSER funds and our teams of consultants in the last 30 months.) This has stressed the capacity of our consulting firms, particularly the MBE / WBE firms. Unfortunately, we were not able to get enough capacity from our consulting firms, in particular our MBE / WBE firms, to complete this project. We would like to request an amendment to the FY2025 CIP for the above specified amount for this project, to allow us to proceed with the project now that ESSER projects are being completed and our consultants have capacity to perform the work.
- 6. #233 Roland Park PK-8 Various Systemics PSC #30.092 SR \$ 2,496,000
 - a. Justification: Due to the influx of ESSER funding over the last couple of years, the architect and engineer consultants that City Schools most often use have been overwhelmed with work. (City Schools has completed over 110 projects using ESSER funds and our teams of consultants in the last 30 months.) This has stressed the capacity of our consulting firms, particularly the MBE / WBE firms. Unfortunately, we were not able to get enough capacity from our consulting firms, in particular our MBE / WBE firms, to complete this project. We would like to request an amendment to the FY2025 CIP for the above specified amount for this project, to allow us to proceed with the project now that ESSER projects are being completed and our consultants have capacity to perform the work.
- 7. #138 Harriet Tubman Building Asphalt/Concrete PSC #30.150.12 SA \$69,980
 - a. Justification: The Harriet Tubman building was vacated and surplused to the City after the Robert Coleman school renovation project was completed and Robert Coleman moved back in 2022. This project no longer is needed as the building no longer belongs to City Schools. It was not performed prior to the surplus.

Should you have any questions or concerns, please contact me. Thank you for your consideration in this matter.

Respectfully Submitted,

Cynthia Smith, P.E., PMP, ALEP

Executive Director - Facilities Planning, Design and Construction

Baltimore City Public Schools

CC: Dr. Lynette Washington, COO, City Schools

Melissa Wilfong, IAC

Gene Shanholtz, IAC

Maureen Gershberg, City Schools



Item 11. FY 2025 Capital Improvement Program (CIP) Amendment - Baltimore City Public Schools - Armistead Gardens PreK-8 #243 (PSC 30.186) & Maree G Farring Elementary/Middle School Annex (PSC 30.286)

Motion:

- 1. To amend the FY 2025 CIP by reducing the awarded amount of funding provided for the Armistead Gardens PreK-8 addition/renovation project from \$10,000,000 to \$8,750,000 and to transfer the difference of \$1,250,000 to the Baltimore City Public Schools (City Schools) Reserve Fund Account.
- 2. To amend the FY 2025 CIP by applying the \$1,250,000 from City Schools Reserve Fund Account to the Maree G. Farring Elementary/Middle School Annex renovation/addition project, thereby increasing the awarded amount from \$3,750,000 to \$5,000,000.

Background Information:

On June 11, 2024, City Schools notified IAC Staff that the awarded funding shown in the FY 2025 Capital Improvement Program (CIP) request for Maree G. Farring E/M Annex renovation/addition project (PSC 30.286) would not meet their cash flow needs. In order to be in sync with their cash flow schedule, City Schools has requested that the amount awarded to the Armistead Gardens PreK-8 addition/renovation project (PSC 30.186) be reduced by \$1,250,000 and that these funds be applied to the Maree G. Farring E/M Annex renovation/addition project (PSC 30.286). These modifications are in line with the amount of funding requested in the LEAs FY 2025 November CIP resubmission.

IAC staff recommend approval of the LEA's request.



Item 12. Built to Learn Funding Request - Baltimore County Public Schools - Dundalk/Sollers Point Technical High School (PSC 03.140) Addition Project

Motion:

To approve Baltimore County Public Schools' (BCPS) request for Built to Learn (BTL) construction funding for the Dundalk High/Sollers Point Technical High School Addition project totaling \$22,394,000.

Background Information:

The Built To Learn Act of 2020 became effective February 12, 2021. The Act authorizes the Maryland Stadium Authority (MSA) to sell revenue bonds to fund up to \$2.2 billion in school construction projects approved on a rolling basis by the IAC. Currently, based upon information from MSA, the IAC will base its approval on total estimated available funding of \$1.7 billion until such time that the MSA informs the IAC that its estimate of availability based upon available debt service payments to support the bonds has changed.

BCPS is requesting BTL funding to construct an addition at the Dundalk High School portion of this co-located facility. The additional 63,731 gross square feet (gsf) will allow Dundalk High School to accommodate 2,163 students and enlarge the existing 347,000 gsf combined Dundalk High/Sollers Point Technical High School facility. Per COMAR 14.39.02.06(j), when a project involves an addition only, the lesser of the amount of subtracting the existing square footage from the gross area baseline and the actual area of the addition is to be used in calculating the maximum state allocation. In the case of this project, the GAB was calculated for the Dundalk High School portion of this co-located facility and the actual area of the addition was less than this calculated amount and therefore was the amount used to set the maximum state allocation. Based on the LEA's requested scope and the State cost share of 64% for this project, which includes the maintenance add-on, the Maximum State Allocation for the project is \$22,394,000.

IAC staff recommend approval contingent upon meeting Maryland Historical Trust review requirements.

STATE OF MARYLAND - CAPITAL IMPROVEMENT PROGRAM / BUILT TO LEARN **LEA Entry** COMPUTATION SUPPLEMENTAL WORKSHEET FOR ESTIMATING THE STATE ALLOCATION FOR FY 2025 IAC Entry (Amounts rounded to the nearest 1,000) PSC No.: 03.140 Baltimore Priority # 1 Project Type: Addition Dundalk High/Sollers Point Technical High CIP or CIP/BTL BTL GROSS AREA BASELINE in GSF Eligible Enrollment Construction Funding Educ. Type GSF per student Request Type PreK-3 115.00 Basis for Applied Funding Factors: Actual Bid Date PreK-4 Date of First Construction Funding: 7/11/2024 115.00 Elementary (K-5) 115.00 Bid Date (Actual Only): 2/13/2024 **LEA State Share** Middle 59% 128.00 Concentration of Poverty Add-on 2.163 x 144.53 312,608 High Special ED Elem Maintenance Add-on 5% Net Zero Energy Add-on Special ED Middle Special ED High Project State Share 64% 60 x 55.47 3,328 315,937 **Adjusted Eligible Existing Facility GSF** 238,401 Enrollment Case # (if applicable) **Demolition of Existing GSF** GSF* **Revised Existing Facility GSF** 238,401 Eligible New GSF 63,731 **NEW GSF Construction Cost Cost State Share** 25,747,000 16,478,000 A. Eligible New GSF 63,731 x 404.00 B. Cooperative-Use Space (GSF) 404.00 C. CTE Program-Based GSF Add-on 404.00 D. Concentration of Poverty/EL Add-on 404.00 E. GAB Variance (if applicable) 404.00 F. Facility Addition Subtotal (A+B+C+D+E) 63,731 25,747,000 16,478,000 G. Site Development (0.19*F) 4,892,000 3,131,000 19% H. Facility Addition & Site Subtotal (F+G) 30,639,000 19,609,000 I. Design Cost (0.1*H) 10% 3,064,000 1,961,000 J. Furniture, Fixtures and Equipment (0.05*F) 5% 1,287,000 824,000 K. Total Costs for new space (H+I+J) 34,990,000 22,394,000 RENOVATED GSF GSF to be Cost per Percentage to be Age of Structure Construction Year Cost **Construction Cost Cost State Share** Renovated Covered 40 & older 404.00 > 100% 31-39 85% 404.00 x 26-30 404.00 75% 21-25 404.00 > 65% 16-20 404.00 > 50% 0-15 404.00 > 0% L. Eligible Structure Renovation M. Cooperative-Use Space (GSF) 404.00 404.00 N. CTE Program-Based GSF Add-on O. Concentration of Poverty/EL Add-on 404.00 P. GAB Variance (if applicable) 404.00 Q. Facility Reno Subtotal (L+M+N+O+P) R. Site Development (0.1*Q) 5% S. Facility Renovation & Site Subtotal (Q+R) T. Design Cost (0.1*S) 10% U. Furniture, Fixtures and Equipment (0.05*Q) 5% V. Total Cost for Renovated Space (S+T+U) 22,394,000 TOTAL COST 34,990,000 Less Prior State Funds for Related Projects

Additional Notes: The "Net State Funding" on this worksheet is an estimate of the maximum State allocation for this project, but may be reduced based on the costs of the approved contract(s), ineligible items, and change orders.

Project consists of an addition of 63,731 gsf, per Construction Document submission.

Less BTL allocation for the Project

MAXIMUM STATE ALLOCATION

IAC Meeting 07/11/2024

-151-

Date BTL Construction Funding Recommended: 7/11/2024

Fiscal Year: 2025

22,394,000

(22,394,000

06/28/24

Date Planning Approved:

Date Revised:



Item 13. Built to Learn Funding Request and Gross Area Baseline Variance - Baltimore County Public Schools - Deer Park Elementary (PSC 03.222) Replacement

Motion:

- 1. To approve a variance to the Gross Area Baselines (GABs) to increase the GAB for the Deer Park Elementary Replacement Project (PSC 03.222) by 7,613 square feet for a total eligible square footage of 92,597 square feet; and
- 2. To approve Baltimore County Public Schools' (BCPS) request for Built to Learn (BTL) construction funding for the Deer Park Elementary Replacement project (PSC 03.222) totaling \$34,399,000.

Background Information:

The Built To Learn Act of 2020 became effective February 12, 2021. The Act authorizes the Maryland Stadium Authority (MSA) to sell revenue bonds to fund up to \$2.2 billion in school construction projects approved on a rolling basis by the IAC. Currently, based upon information from MSA, the IAC will base its approval on total estimated available funding of \$1.7 billion until such time that the MSA informs the IAC that its estimate of availability based upon available debt service payments to support the bonds has changed.

BCPS is requesting BTL funding for the replacement (PSC 03.222) of the existing Deer Park Elementary School (PSC 03.170). The project scope includes the replacement of the existing facility to accommodate 710 students. Based on the LEA's requested scope and the State cost share of 71% for this project, which includes the maintenance and Net Zero Energy add-ons, the Maximum State Allocation for the project is \$34,399,000.

The IAC's regulations require that the funding factors used to determine State funding participation are based upon the earlier of: 1) the funding factors in place at the time of the first year of construction funding approval or 2) the project funding factors in place when the project was bid. Because the project was bid in 2023, the funding factors applied pursuant to the IAC's regulations are the GABs in use prior to adoption of the IAC's new GABs in October 2023.

Under COMAR 14.39.02.06.E(3), the IAC may adjust the Gross Area Baseline (GAB) square footage on a case-by-case basis. Given the school's programmatic needs and the efforts of the IAC's Blueprint GAB Workgroup to determine the square footage needs for modern school facilities, IAC staff recommend that the project utilize the GABs and GAB Add-Ons approved at the September and October 2023 IAC meetings. Applying the updated GABs would increase the eligible square footage by 7,613 SF from 84,984 SF to 92,597 SF.

IAC staff recommend approval of Baltimore County's request.

	E IAC					L WORKSHEET FOR	ESTIMATING TH	RAM / BUILT TO LEARN E STATE ALLOCATION FOR FY 2	2025				
PSC No.:	03.222		(Amounts rounded to the nearest 1,000) Baltimore Priority #										
Project Type:					Deer	Park Elementary				CIP or CIP/BTL	1 BTL		
	S AREA BASELINE in	GSE	Educ. Type	Eligible E	nrollment	GSF per student	Total GSF				Construction Funding		
GROS	3 AREA BASELINE III	dar	PreK-3	Eligible El	20					Request Type Basis for Applied Funding Factors:	Actual Bid Date		
			PreK-4		50					Date of First Construction Funding:	7/11/2024		
	Elementary (K-5) Middle High			640			5,680 72,704						
			20			72,704			Bid Date (Actual Only): LEA State Share	4/27/2023 61%			
									Concentration of Poverty Add-on	01/6			
	Special ED Elem Special ED Middle								Maintenance Add-on	5%			
					x 66.40 = x = x	= <u>1,328</u> =				5%			
									Net Zero Energy Add-on Project State Share	71%			
	Special ED Hig		Special ED High			×=	81,984			Project state share	/170		
-			Existing Facility GSF		60,304	Adjusted Eligible	81,364			Enrollment Case # (if applicable)			
			Demolition of Existing GSF	Ī	60,304	GSF*	-			Emoliment case # (ii applicable)			
			Revised Existing Facility GS			_		-					
		•	Eligible New GSF		81,984					1			
N	EW GSF								Construction Cost		Cost State Share		
	A. Eligible New GSF		SF .	81,984	x 385.00				31,564,000	_	22,410,000		
	B. Cooperative-Use Space (GSF)		se Space (GSF)	3,000	x 385.00				1,155,000	_	820,000		
	C. CTE Program-Based GSF Add-on		ased GSF Add-on	:	x 385.00					_			
		D. Concentration	of Poverty/EL Add-on		x 385.00					_			
	E. GAB Variance (if applicable)		f applicable)	7,613	x385.00				2,931,000	•	2,081,000		
		F. Facility Addition Subtotal (A+B+C+D+E)		92,597					35,650,000	<u>-</u>	25,311,000		
	G. Site Development (0.19*F) H. Facility Addition & Site Subtotal (F+G) I. Design Cost (0.1*H) J. Furniture, Fixtures and Equipment (0.05*F) K. Total Costs for new space (H+I+J)			:	x19%				6,774,000	-	4,810,000		
								42,424,000		30,121,000			
-				1	x10%				4,242,000	•	3,012,000		
-				x5%				1,783,000	<u>-</u>	1,266,000			
L								48,449,000		34,399,000			
RENC	VATED GSF												
	Age of St	ructure	Construction Year	GSF to be	Cost per	Percentage to be	Cost		Construction Cost		Cost State Share		
		ucture	Renovate	Renovated		Covered			Construction cost	4	Cost State Share		
	40 & older 31-39				x 385.00								
	26-30				x 385.00 x 385.00								
	21-25				x 385.00								
	16-20				x 385.00								
	D-15 L. Eligible Structure Renovation M. Cooperative-Use Space (GSF) N. CTE Program-Based GSF Add-on O. Concentration of Poverty/EL Add-on P. GAB Variance (if applicable) Q. Facility Reno Subtotal (L+M+N+O+P)				x 385.00								
			e Renovation	-			-						
				x385.00					-				
			:	x 385.00					_				
				x385.00					-				
					x385.00					-			
-										-			
-		R. Site Development (0.1*Q)			5%					-			
			tion & Site Subtotal (Q+R)		400/					-			
		T. Design Cost (0.1								-			
	<u> </u>		Renovated Space (S+T+U)		5%					<u></u>			
TO.	TAL COST	1	tellovated Space (S+1+0)						49 440 000		24 200 000		
10	TAL COST		_						48,449,000		34,399,000		
L	Less Prior State Fu	nds for Related Project	ts										
MAXIMUM S	TATE ALLOCATION										34,399,000		
	Less BTL allocation	n for the Project					Date BTL Construc	tion Funding Recommended: 7/11/2024	Fiscal Year:	2025	(34,399,000		
	ALANCE	1											
		Funding! +b:	onlinko on in ontit- (1)	a maguimaur- Ct-t- "	acation for this	h hut manuh 11	acced on the	father appropriate appropriate to the state of the state	tome and sheer	D-4-51 '			
Additional Notes: The "Net State Funding" on this worksheet is an estimate of the maximum State allocation for this project, but may be reduced based on the costs of the approved contract(s), ineligible items, and change orders. Date Planning Approved:													
Project consis	sts of replacement o	f 102,598 gsf and d	emolition of the existing entir	re 60,304 gsf facility,	per Construction Doc	ument submission. IA	C Meetina 07/	11/2024		Date Revised:	06/28/24		



Item 14. Emergency Project Award Amendment – Calvert County Public Schools – Huntingtown Elementary (PSC 04.010) Septic System Replacement Project

Motion:

To amend the State award for the Calvert County Public Schools (CCPS) Huntingtown Elementary School (PSC 04.010) Emergency Septic System Replacement project from \$184,800 to \$246,092 and transfer \$61,292 from the State's Emergency Fund Account to this project.

Background Information:

In 2022, Calvert County Public Schools requested funding through the Emergency Fund Account for the Huntingtown Elementary School Septic Field Replacement Project in the amount of \$184,800 based on the estimate at that time. The IAC approved this request on November 10, 2022.

On June 10, 2024, IAC staff received notification from Calvert County Public Schools that the project recently received bids and the total construction cost came in higher than estimated by \$99,500. The LEA is requesting an amendment to the State award for the project from \$184,800 to \$246,092 and to apply \$61,292 from the Emergency Fund Account to this project.

IAC staff recommend approval of this request.



1305 Dares Beach Road Prince Frederick, MD 20678 P 443-550-8000 • F 410-286-1358 www.calvertnet.k12.md.us

June 10, 2024

Ms. Lisa Vaughn Interagency Commission on School Construction 200 West Baltimore Street Baltimore, MD 21202

RE: Maximum State Allocation Increase

Emergency Septic System Replacement Project

Huntingtown Elementary School

Ms. Vaughn:

The letter is to request a maximum state allocation increase from the Interagency Commission on School Construction (IAC) for the Huntingtown Elementary School Emergency Septic System Replacement Project. This project was approved by the IAC as an emergency repairs project in November 2022 therefore allocated State funds are through the State Emergency Repair Reserved Account and Local funds are through a combination of County government and Calvert County Public Schools operating budget.

The project's construction cost was originally estimated in September 2022 at \$300,000 and with the added request for design funding, the total project budget for the basis of State funding request was \$330,000. Design was closely coordinated with the Maryland Department of Health and Calvert County Health Department and after a multi-step review process, was approved by AHJs earlier in 2024.

Bids were received on May 16, 2024, with the low bid being \$399,500. Calvert County Public Schools (CCPS) has submitted the bid tab and all required IAC contract award submission items, as part of the IAC Construction Contract Award package via the Business Management System, for the project.

Based on the challenges due to limited perc locations on site, County Health Department requirements associated with the design, time frame to receive County approval, as well as pricing escalation due to labor and material costs, the bids received were higher than originally estimated for the project. CCPS believes that the aforementioned issues are reflected within the bids received for the project.

Therefore, CCPS requests the use of additional State Emergency Repair Reserves towards the maximum state allocation increase for State funding allocation for the design and construction work associated with the project.

Thank you for your consideration of our request.

Letter to Ms. Vaughn June 10, 2024 Page 2

Sincerely,

Shuchita Warner ALEP, LEED® AP

Director of School Construction Calvert County Public Schools

Shuchela Warner



Item 15. Disposal of State-Owned Relocatable Unit #533-10 and Funding for Demolition - St. Mary's County Public Schools

Motion:

- To approve the disposal of State-Owned Relocatable Unit #533-10 stationed at St. Mary's County Public Schools' (SMCPS) Park Hall Elementary School (PSC 18.029) for the purposes of demolition; and,
- 2. To, upon approval of the disposal of the unit by the Department of General Services (DGS), provide demolition funding totalling \$24,143 from the Statewide Relocatable Repair Fund.

Background Information:

On June 13, 2024, the IAC received a letter from SMCPS stating that the LEA is no longer in need of the unit for instructional purposes. SMCPS also noted that the unit, initially built in January of 1971, would be in need of extensive repairs to maintain operability.

SMCPS indicates that the unit would require remodeling or complete removal in order to be used for instruction, and given the extensive repairs required, requested a proposal to demolish the unit utilizing an existing Charles County Public Schools demolition contract. SMCPS and the contractor have indicated that the cost to demolish the unit is \$41,625 and are requesting authorization for demolition and funding of the state share of 58% of the total cost, totaling \$24,143.

IAC staff recommend approval of this request.



St. Mary's County Public Schools Division of Supporting Services

Department of Capital Planning 27190 Point Lookout Road Loveville, Maryland 20656

Ms. Kimberly Howe Director

June 13, 2024

Mr. Eugene Shanholtz Interagency Commission on School Construction Capital Projects Manager, Team Lead 351 W. Camden Street, Suite 701 Baltimore, Maryland 21201

> Re: Relocatable Demolition Request State Unit 533-10/R017 & 38397/R090 Revised

Dear Mr. Shanholtz:

As was previously shared with you, St. Mary's County Public Schools (SMCPS) is no longer in need of State relocatable unit R017 and R090 for educational or capacity needs. SMCPS has evaluated our needs and the unit is no longer required and we are seeking approval of the Interagency Commission on School Construction (IAC) for approval to demolish the unit, as well as assistance with the funding for the demolition and removal of the unit.

<u>533-10/R017</u> currently located at Park Hall Elementary School is in need of demolition due to the conditions of the building, the age of manufacturing, and the scope of work beyond the life of expectancy.

- 1. Measurement for humidity levels, water penetrations and IAQ were taken and results recommends an extensive repair ensuring that the unit is inaccessible to staff. Moisture readings on interior walls registered twice the amount inside the building than it is outside the building, which indicates water penetrations inside the unit. The moisture levels on the interior floor surface are as high as 99.99%
- 2. Unit R017 was manufactured on 01/01/1971, making this unit more than 53 years old, exceeding all the maximum service life available for each category. Please see the chart below.

https://www.modulargenius.com/lc/how-long-modular-buildings-last.html

St. Mary's County Public School System does not discriminate on the basis of race, color, gender, age, national origin, marital status, sexual orientation, religion, or disability in matters affecting employment or providing access to programs.

Category Minimum Service Life

Interior finishes = 5 to 10 years

Roofing systems = 20 years

Mechanical systems = 20 years

Electrical and plumbing systems = 25 years

Windows and siding = 30 years

Building structure = 25-30 years (temporary); 50+ years (permanent)

Foundations = Forever

- 3. Inspections to the existing unit indicate:
 - a. The entire roof is beyond its service life
 - b. The acoustical ceiling system needs replacement
 - c. The Subfloor is rotten
 - d. The finished floor covering has failed
 - e. The entry door and frame have failed and is completely rusted and in need of replacement
 - f. The HVAC system has failed and is in need of replacement
 - g. The skirting is rotten and is in need of replacement

Since the scope of work was so extensive, a proposal to demolish was received .The cost to demolish the State-owned unit (24x 40) is \$41,625. Please see the attached proposal from Scheibel Construction – Attachment A.

<u>38397/R090</u> currently located at Benjamin Banneker Elementary School is in need of demolition due to the conditions of the building, the age of manufacturing, and the scope of work beyond the life of expectancy

- 1. Measurements for humidity levels, water penetrations and IAQ were taken and results recommend an extensive repair ensuring that the unit is inaccessible to staff and students. Moisture readings on interior walls were almost twice inside the building than it is outside the building, which indicates water penetrations inside the unit. The moisture levels on the interior floor surface are as high as 80%.
- 2. Unit R090 was manufactured on 6/26/1987, making this unit more than 36 years old, exceeding all the maximum service life available for each category. Please see the chart below.

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3. Inspections to the existing unit shows:

- a. The entire roof is beyond its service life
 - a. This has caused the acoustical ceiling system to need replacement
 - b. The roof leaks have caused water damage to the interior walls
- b. The entire floor is beyond its service life
 - a. The subfloor is rotten
 - b. The finished floor covering have failed
- c. Multiple areas with soft spots are noted at the middle seam of the flooring
- d. Entry door and frame has failed, is completely rusted and in need of replacement
- e. HVAC has failed, and in need of replacement
- f. Skirting is rotten and in need of replacement
- g. There is a strong mildew-like odor
- h. Interior conditions present a high risk for air quality concerns

Since the scope of work was so extensive, a proposal to demolish was received .The cost to demolish the State-owned unit (24x 36) is \$22,080. Please see the attached proposal from Dennis Anderson – Attachment B.

To remain in use, the unit would have to be remodeled or removed completely in order to be used by instruction. Given the extent of the work required to keep this unit in service, SMCPS requested proposals to demolish utilizing a competitive three price quote process. The bid tabs are attached to Attachment A and B for each relocatable. The cost to demolish the State-owned unit 533-10/R017 is \$41,625 and 38397/R090 is \$22,080, for a total of \$63,705.

There is a need to demolish these units before students return to school in August 2025.

We are requesting authorization to demo units 533-10/R017 and 38397/R090 and funding of the State share of 58% of \$63,705, which is \$36,949.

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If you have any questions or need additional information, please do not hesitate to contact my office at (301) 475-4256, extension 6.

Sincerely,

Kimberly Howe

Director of Capital Planning

Cc: Dr. Alex Jaffurs, Asst. Superintendent of Supporting Services

Ms. Paola Laino, Director of Design & Construction



Item 16. Disposal of State-Owned Relocatable Unit #38397 and Funding for Demolition - St. Mary's County Public Schools

Motion:

- 1. To approve the disposal of State-Owned Relocatable Unit #38397 stationed at St. Mary's County Public Schools' (SMCPS) Benjamin Banneker Elementary School (PSC 18.005) for the purposes of demolition; and,
- 2. To, upon approval of the disposal of the unit by the Department of General Services (DGS), provide demolition funding totalling \$12,806 from the Statewide Relocatable Repair Fund.

Background Information:

On June 13, 2024, the IAC received a letter from SMCPS stating that the LEA is no longer in need of the unit for instructional purposes. SMCPS also noted that the unit, initially built on July 26, 1987, would be in need of extensive repairs to maintain operability.

SMCPS indicates that the unit would require remodeling or complete removal in order to be used for instruction, and given the extensive repairs required, requested a proposal to demolish the unit utilizing an existing Charles County Public Schools demolition contract. SMCPS and the contractor have indicated that the cost to demolish the unit is \$22,080 and are requesting authorization for demolition and funding of the state share of 58% of the total cost, totalling \$12,806.

IAC staff recommend approval of this request.



St. Mary's County Public Schools Division of Supporting Services

Department of Capital Planning 27190 Point Lookout Road Loveville, Maryland 20656

Ms. Kimberly Howe Director

June 13, 2024

Mr. Eugene Shanholtz Interagency Commission on School Construction Capital Projects Manager, Team Lead 351 W. Camden Street, Suite 701 Baltimore, Maryland 21201

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