



HOWARD COUNTY, MARYLAND

OFFICE OF PURCHASING

6751 Columbia Gateway Drive, Suite 226, Columbia, MD 21046

ADDENDUM NO. 2

ISSUED NOVEMBER 22, 2019

EXPRESSION OF INTEREST NO. 04-2020

ON-CALL DESIGN, ENGINEERING, CONSTRUCTION, INSPECTION,

AND ADMINISTRATIVE SERVICES

OPENING: DECEMBER 4, 2019 AT 11:00 A.M.

<https://www.howardcountymd.gov/Departments/County-Administration/Purchasing>

This addendum is hereby made a part of EOI No. 04-2020. Please note the following information and submit accordingly.

Questions/Answers

- Question:** The general conditions address “cost of living” increases, but do not address liquid asphalt adjustments for asphalt paving. When the Contractor develops his cost proposals, we request that a liquid asphalt adjustment clause be included when asphalt paving is involved.

Answer: There will not be a set unit price for asphalt under this contract. Task orders which will be priced and negotiated per project might be based on unit prices or cost plus. If desired, the proposal for task orders can include escalation clause.
- Question:** General Conditions Item 5 requires that the Contractor provide their cost proposal within five business days of receiving the request. While this is reasonable for a simple task without design requirements, this would be difficult for a complex \$1,000,000 project with design requirements, as some preliminary design work would need to be completed just to calculate construction costs. Will the County allow additional time for complex projects?

Answer: Yes, the County and the GC team will work together to define the scope. The initial price is a rough estimate guaranteed maximum price so the County can secure the budget. After this stage and when more design is available, pay items will be established.
- Question:** General Conditions Item 5.3 states that small purchases may be made with the County’s procurement card. Please define the upper dollar amount of a small purchase as credit card fees can be a significant expense.

Answer: \$10,000.00; however, it is unlikely that tasks under this contract will be that small.
- Question:** General Conditions Item 11.3 requests identification of all sub-contractors. However, without knowing the scope of work, we have no way of knowing what subcontractors will be required for a specific project. Our plan was to list all the work types that we can perform in house. If you have a specific list of work types that you want addressed in the EOI, please provide them. This list would include slope protection, retaining walls, pedestrian bridges, culverts, road intersections, road drainage, emergency repairs as these are listed in the EOI. However, there is no way for us to predict all the specific tasks that could possibly be

required for a design build project, so a list from the County would make sure we address the anticipated specific tasks.

Answer: No need to identify subcontractors. Self-performing most common civil construction tasks is an advantage, however it should be noted that there might be cases that the GC needs to hire a specialty contractor and coordinate their work.

5. **Question:** General Conditions Item 11.3 states that we should include no more than 10 resumes and no more than 10 projects. At the pre-submittal conference, it was noted that this should be 10 resumes for the General Contractor (GC) and 10 resumes for the Design Contractor (DC). Please confirm that we should submit 10 projects for the GC and 10 projects for the DC as well.

Answer: Yes, 10 for GC and 10 for DC.

6. **Question:** General Conditions Item 12.2.4 requires Professional Liability/Errors and Omissions insurance. Please confirm that this is only required for the DC and not the GC. Typically, the GC cannot obtain this insurance without great expense as the GC doesn't normally need it.

Answer: Yes, the Professional Liability/Errors and Omissions insurance is required from DC.

7. **Question:** Appendix B Article 22 Item 3 states "...work...will remain at the Contractor's risk until written acceptance by the County. Until that time, the Contractor will replace, at Contractor's expense, all property or work damaged or destroyed by any cause whatsoever." Given that the scope of work is for infrastructure within the county right of way, there is a chance that a motorist could damage the work prior to written acceptance. We would ask that this clause be struck or modified to remove damage by a motorist as we have no way of controlling this and we have no idea the amount of risk we would be taking on given that we don't know the scope of work beforehand.

Answer: This requirement shall remain.

All other specifications, terms and conditions remain the same.

Please acknowledge addenda by signing below and returning with the submittal. Failure to acknowledge this addendum may be cause for rejection.

ADDENDUM RECEIVED BY:

Signature

Company Name

Title

MVD