



Maryland
Transportation
Authority

Larry Hogan, Governor
Boyd K. Rutherford, Lt. Governor
Gregory Slater, [REDACTED] Carroll

Mario J. Gangemi, P.E.
Cynthia D. Penny-Ardinger
Jeffrey S. Rosen
John F. von Paris

September 4, 2020

TO ALL POTENTIAL BIDDERS OF THE CONTRACT DOCUMENTS:

Addendum No. 5

RE: Contract No. KB-3015-0000 Maintenance and Repair of Curtis Creek Draw Bridge

To Whom It May Concern:

A. The Bid Due Date for this contract remains **September 17, 2020 at 12:00:00 pm local time.**

B. The following revisions have been made to the Invitation for Bids (IFB):

1. Part A-Replace Page 16 with attached Page 16

Sincerely,

Mark Berry

Mark Berry
Procurement Officer

Attachments: N/A

THIS AMENDMENT IS ISSUED TO CLARIFY, ADD TO, DELETE FROM, CORRECT AND/OR CHANGE THE BID DOCUMENTS TO THE EXTENT INDICATED AND IS HEREBY MADE A PART OF THE SAID BID DOCUMENTS ON WHICH THE CONTRACT WILL BE BASED. THIS AMENDMENT BECOMES PART OF THE BID PACKAGE AND MUST BE ATTACHED TO THE OUTSIDE COVER OF THE PROPOSAL FORM. FAILURE TO DO SO MAY RESULT IN REJECTION OF YOUR BID. COMAR 21.05.02.08 REQUIRES THAT ALL AMENDMENTS ISSUED BE ACKNOWLEDGED; THEREFORE, THE ATTACHED RECEIPT MUST BE RETURNED TO THIS OFFICE. FAILURE TO RETURN THE RECEIPT ACKNOWLEDGING THE AMENDMENT MAY RESULT IN REJECTION OF YOUR BID.



Maryland
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Authority

Larry Hogan, Governor
Boyd K. Rutherford, Lt. Governor
Gregory Slater, Chairman

Board Members:
Dontae Carroll Mario J. Gangemi, P.E.
William H. Cox, Jr. Cynthia D. Penny-Ardinger
William C. Ensor, III Jeffrey S. Rosen
W. Lee Gaines, Jr. John F. von Paris

James F. Ports, Jr., Executive Director

September 4, 2020

TO ALL POTENTIAL BIDDERS OF THE CONTRACT DOCUMENTS:

Addendum No. 5

RE: Contract No. KB-3015-0000 Maintenance and Repair of Curtis Creek Draw Bridge

To Whom It May Concern:

It is important that you acknowledge receipt of this Addendum No. 5 on the referenced contract regardless of whether you will be bidding or not bidding.

If you have any questions regarding this matter, please contact Mark Berry, Procurement Officer, by email at mdtaprocurement@mdta.state.md.us with a copy to mberry3@mdta.state.md.us.

Sincerely,

Mark Berry

Mark Berry
Procurement Officer

Enclosure

Contract No. KB-3015-0000

This will acknowledge receipt of the attached Addendum No. 5.

NAME OF COMPANY

SIGNATURE

DATE



Maryland Transportation Authority

Maintenance and Repair of Curtis Creek Draw Bridges

Contract No. KB 3015-0000

lack of compliance are difficult to ascertain with precision and that liquidated damages present a fair, reasonable, and appropriate estimation of damages.

Therefore, upon a determination by the MDTA that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or Contract provisions and without the MDTA being required to present any evidence of the amount or character of actual damages sustained, the Contractor agrees to pay liquidated damages to the MDTA at the rates set forth below. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty. The Contractor expressly agrees that the MDTA may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.

- A. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$23.00 per day until the monthly report is submitted as required.
- B. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$82.00 per MBE subcontractor.
- C. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the contract.
- D. d. Failure to meet the Contractor's total MBE participation goal and subgoal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.

Notwithstanding the use of liquidated damages, the MDTA reserves the right to terminate the contract and exercise all other rights and remedies provided in the contract or by law.

CP-4 IMPORTANT INFORMATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISE (VSBE) BIDDING AND REQUIREMENTS

Veteran-Owned Small Business Enterprises **MUST** be registered in eMarylandMarketplace Advantage (eMMA) AND verified by the Maryland Department of Veterans Affairs OR Vets First Verification Program (VetBiz) to qualify for Veteran status as a prime or subcontractor. A list of verified firms can be found at <https://emma.maryland.gov> (not all-inclusive listing).

For more information on Veteran Verification, visit the Maryland Governor's Office of Small, Minority and Women Business Affairs at <https://gomdsmallbiz.maryland.gov/Pages/VSBE-Program.aspx>.

NOTE: New Guidelines Regarding VSBE Prime Self-Performance. Please note that when a certified VSBE firm participates as a prime contractor on a contract, a procurement agency may count the distinct, clearly defined portion of the work of the contract that