The purpose of this ADDENDUM NO. 1 dated December 1, 2011, is to (i) revise Prices and Mark-up Section (00400, Article 4) of the solicitation documents and (ii) provide the Price Proposal form to be used on this solicitation.

All other specifications, terms and conditions of this solicitation not expressly amended by the responses in this ADDENDUM remain as originally stated.

The due date for the Technical Proposals remains Monday, January 9, 2012 on or before 4:00 p.m. to UMBC's Procurement Office, Room 301, UMBC's Administration Building.

1. **SECTION 00400, ARTICLE 4, PRICING AND MARK-UPS**: Delete this section and replace it with the attached revised Section 00400, Article 4.

2. **PRICE PROPOSAL FORM**: Attached is the Price Proposal form to be used on this solicitation. Prices will be evaluated based on sample projects.

END OF ADDENDUM #1 DATED 12/1/11

Attachments: Revised Section 00400, Article 4  
Price Proposal Form
ON CALL HAZARDOUS MATERIAL ABATEMENT – RFP #BC-20777-R
ADDENDUM #1 DATED 12/1/11 – ATTACHMENT

REVISED SECTION 00400
ARTICLE 4
PRICES AND MARK-UPS

1. The University is requesting prices based on (i) quoted hourly billing rates for staff and (ii) quoted fixed percentage mark-up over the actual costs for materials, subcontractors and equipment rental. As projects arise, the University will advise On-Call contractors whether the pricing is to be on a "Not-to-Exceed" or lump sum basis.

2. CONTRACTOR’S LABOR RATES: It is understood and agreed that the cost of all of the following items shall be included in the Contractor’s quoted hourly billing rates will apply to the following positions only: Principal Coordinator, Field Superintendent and Asbestos Specialists.

The positions of Principal Coordinator and Field Superintendent are defined in Section 00300 of this RFP. The position of Abatement Specialist is defined as the person from the abatement firm that is responsible for hazardous material removal and the associated work without any supervisory responsibilities. The On Call Abatement Contractor shall be required to provide copies of time sheets or payroll reports to substantiate hours worked for each of these positions with its application for payment under the NTE price method.

All costs associated with all other positions of the On Call Abatement Contractor who will be involved in the work completed under the resulting contract are to be included in the quoted hourly billing rates.

These quoted hourly billing rates are to include, but not necessarily limited to, the following:

A. Salaries of the Contractor’s executive officers, office employees, including such time spent at the job site or elsewhere in connection with the work, or time spent in consultation with University’s representatives but excluding the positions of Principal Coordinator, Field Superintendent, and Asbestos Specialists as noted above.

B. Expenses incurred in conducting the Contractor’s business and his offices wherever located.

C. The Contractor’s legal expense in connection with any work under the Contract.
D. Premiums for Workmen's Compensation and Unemployment Insurance, Contractor's share of Social Security Payment, and other such expenses based on payrolls of labor performed in connection with the work under the Contract.

E. Premiums for insurance for this Contract as required by the Specification or by the law to carry including Contractor's Liability, Property Damage, and Vehicle Insurance on tools and equipment as stipulated in the Specifications.

F. Fringe benefits for health and welfare, Workmen's Compensation insurance, vacations, holidays and pensions shall be furnished by the Contractor.

G. Tools and Abatement equipment of all types including maintenance, loss and breakage as required to complete the work.

H. Accounting records.

I. All costs incurred by the Contractor in connection with the Guarantee as specified.

J. All overhead and profit associated with all labor costs.

K. Trucking, including use of truck and all fuel, depreciation, maintenance, and repair costs.

L. Expense incurred in complying with the labor and equal opportunity provisions of the Contract.

M. Travel costs for Contractor's business operation or employee's residence to job site of University of Maryland, Baltimore County.

N. Welfare funds such as vacation allowance or other fringe benefits which are included in the local prevailing wage rates by written agreement between Contractors and Labor Unions.

O. Insurance costs.

3. "JOB COSTS" FOR WHICH THE CONTRACTOR WILL BE REIMBURSED:
The job costs are to include the actual costs for materials, subcontractor and equipment rentals plus the quoted fixed percentage mark-up for overhead and profit by the On Call Abatement Contractor per its Price Proposal to the University.
4. **PRICE METHOD:**

A. **Not-to-exceed Price:** For projects done under a not-to-exceed (NTE) price method, the following applies:

1. **Material Costs:** The net cost of all materials including applicable federal or state taxes thereon plus the fixed percentage mark-up will be applicable for payment. Copies of actual invoices will be provided by the Contractor upon the request of the DUR; however, the Contractor will be required to provide to the DUR with its Certificate of Payment and Application for Payment copies of applicable Purchase Orders for material costs (see 3.B.2, for further explanation).

2. **Subcontractor Costs:** Copies of all invoices and payments made for Subcontractors cost plus fixed percentage mark-up.

3. **Equipment rental costs.** Please note that equipment rental costs associated with equipment owned by the On Call Abatement Contractor are to be quoted separately as indicated on the Price Proposal form.

4. **Performance and Payment Bonds, if applicable:** If required by the University on a specific project, the On-Call Hazardous Abatement Contractor will provide a 100% Performance and Payment bond. These bonds must be submitted on the University forms which are available from the UMBC Procurement Office. These bonds are to be submitted to UMBC’s Procurement Services Office at the time of issuance of the purchase order. No work is to proceed until these bonds have been submitted by the Contractor. The cost of these bonds is to be included in the Contractor’s Not-to-Exceed price with a copy of the applicable invoice provided with the application for payment to the University.

5. **On Call Abatement Contractor Labor Costs:** The University will reimburse the Contractor for its labor costs for the specified positions as noted above in #2 Contractor’s Labor Rates above with the provision by the Contractor of time sheets or payroll report to verify the hours worked with the application for payment.

B. **Lump Sum Price:** For projects done under a lump sum price, the Contractor shall provide its task order price for each project with the breakout costs for labor costs for its Principal Coordinator, Field Superintendent and Asbestos Specialist, total material costs with quoted mark-up percentage, subcontractor costs with quoted mark-up and equipment rental costs with either rate and hours for equipment owned by the On Call Abatement Contractor or costs for equipment rental costs for equipment not owned by the On Call Abatement Contractor with the quoted mark-up percentage.

Upon award of a task order under this Contract, the University may elect to convert this price to a lump sum amount. If so, the On Call Abatement Contractor will not be required to provide the actual documentation (i.e. invoices, time sheets, etc.) with its
application for payment.

5. **GENERAL NOTES:**

A. The University will not recognize any premium or incentive pay and no work shall be performed on an overtime basis or shift differential and no overtime pay or shift differential shall be included as a "job cost" unless the performance of such overtime or shift differential has been authorized by the issuance of a change order amendment purchase change order or as agreed to in the submitted Not-to-Exceed price by the Contractor or as required in the scope of work issued by the University on a particular project.

B. In the event an emergency exists which would require immediate overtime work, the DUR shall be notified verbally by the Contractor immediately and if permission to perform this work is granted verbally, it shall be confirmed in writing by the DUR within twenty-four (24) hours of such work with a task order amendment to the purchase order to be issued within one (1) week of such work.

C. In the event that overtime work is required by the DUR, it will be recognized as a "job cost" only if a task order amendment or purchase change order has been issued to the Contractor's Not-to-Exceed price. The overtime work shall be limited to the work and time approved in advance of its performance and paid at the quoted overtime rate.

D. Incentive payments or premium payments made to any employees by the Contractor either as permanent employee pay, subsistence or other pay in excess of the wage shall be at the expense of the Contractor and must be included as part of the quoted or hourly labor rates per 2. Contractor's Labor Rates above.

6. **RECORDS OF PROJECT COSTS TO BE PROVIDED BY THE CONTRACTOR**

A. **Records:** All the below listed items, records, and reports shall be furnished to the University as required by the Contractor's office staff (the cost of which is included in the Contractor's quoted unit prices). See paragraph B. below as to documentation to be provided by the Contractor with Certificates of Payment. When requested by the University, the Contractor is required to furnish any records within ten (10) days of the request. The following records shall be retained by the Contractor for three (3) years after completion of a project:

- Purchase Orders and invoices for materials inclusive of tool rentals as well as proofs of payments (canceled checks);
- Subcontract agreements as well as proofs of payments (canceled checks); and,
- Payroll records for all of the Contractor's personnel inclusive of Field Superintendent and trade people.
Final billings on an assigned project must be submitted with Certificate for Payment Form to the University for processing. Failure to submit this required release form will result in the final invoice being returned to the Contractor for compliance. Form will be provided to each contractor for review and implementation after award.

B. Billing Format:

1. Contractor is to provide a schedule of values to the University for approval prior to the submission of the first progress billing. The University Certificate of Payment and Application for Payment forms (see Attachment C) are to be utilized for all billings. Forms will be provided after contract award.

2. With each Certificate of Payment and Application for Payment, the Contractor is to attach the following back-up information, as applicable:

   a. Copies of purchase orders (PO’s) for material costs billed inclusive of transportation charges; if, however, the materials used are not specifically purchases for such work but are taken from the Contractor's stock, then in lieu of the P.O., the Contractor shall provide a written statement as to what these materials are, accompanied by an affidavit of the Contractor which shall certify that such materials were taken from the stock, that the quantity claimed was actually used, and that the price and transportation of the materials as are claimed represent actual cost.

   b. Copy of any subcontractors' invoices which are applicable.

END OF SECTION 00400/ARTICLE 4

END OF SECTION 00400
PROPOSAL NO. RFP #BC-20777-R
PRICE PROPOSAL DUE: TUESDAY, FEBRUARY 7, 2012
PRICE PROPOSAL FOR: ON CALL HAZARDOUS MATERIAL ABATEMENT FOR UMBC

NAME OF PROPOSER: ________________________________________________

FID NUMBER: ________________________________

PRICE PROPOSAL

DATE ________________________________

Ms. Mallela Ralliford
Procurement Office
University of Maryland, Baltimore County
Room #301, Administration Building
1000 Hilltop Circle
Baltimore, MD 21250

Dear Ms. Ralliford:

The undersigned, hereby submits a Price Proposal to provide all labor, material, equipment, and supervision for the On Call Hazard Materials Abatement for the USBC as set forth in RFP #BC-20777-R, dated 11/28/11 and Addenda as follows:

Addendum No. 1 Dated 12/01/11
Addendum No. ____ Dated ________
Addendum No. ____ Dated ________
Addendum No. ____ Dated ________

Having received clarification on all matters upon which any doubt arose, the undersigned proposes to perform the services as described in the bid documents. By signing and submitting this response, undersigned hereby agrees to all the terms and conditions of the RFP documents.

We will perform the on call work as described in the RFP documents inclusive of technical specifications and issued addenda for the guaranteed unit pricing defined on the following pages.

We understand that the University reserves the right to make the award of the proposal for all items, or any parts, thereof, to one or more proposers as set forth in detail under the information furnished in the specified documents.

Page 1 of 4

Initials of Signer to Identify ________
ALL BLANKS ARE TO BE COMPLETED. NO ALTERATIONS, ADDITIONS, OR DELETIONS ARE TO BE MADE TO THIS FORM:

1. **Fixed Hourly Labor Rates** for the specified positions of the On Call Abatement Contractor only which are Principal Coordinator, Field Superintendent and Asbestos Specialist. All costs associated with other positions of the On Call Abatement Contractor are to be included in these quoted hourly labor rates along with the items noted in the RFP SECTION 00400/ARTICLE 4

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<thead>
<tr>
<th></th>
<th>Reg. Rate</th>
<th>Overtime Rate</th>
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<tbody>
<tr>
<td>1.1 Principal Coordinator</td>
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<td>$ _______ /hr</td>
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<td>1.2 Field Superintendent</td>
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<td>$ _______ /hr</td>
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<td>1.3 Laborer</td>
<td>$ _______ /hr</td>
<td>$ _______ /hr</td>
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2. **Material Mark-up:** ______% over invoice (inclusive of freight/handling costs, overhead and profit)

3. **Equipment Rental Mark-up (for equipment not included in #5 below):** ______% over invoice (inclusive of delivery/pickup, handling costs, overhead and profit)

4. **Subcontractor Mark-up:** ______% over invoice (Subcontractor costs to include all coordination time, set up, etc.)

*NOTE: Regular time is defined as Monday through Saturday, 24 hours per day. Overtime will be paid for hours worked on Sunday and Holidays. Holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

5. **Bonds**

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<th>Type of Bond</th>
<th>Percentage Cost per $100,000</th>
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<tr>
<td>Performance Bond</td>
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<tr>
<td>Payment Bond</td>
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Page 2 of 4

Initials of Signer to Identify ______
5 **Rental Rates for Equipment** (owned by the Proposing Firm) valued at $7,500.00 or for which UMBC will be charged a rental rate.

<table>
<thead>
<tr>
<th>Name of Equipment</th>
<th>Rental Rate Per Day</th>
<th>Rental Rate Per Hour</th>
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**NOTE:** All initial pricing must be based on three (3) year period. The initial contract term is three years from date of award. UMBC anticipates two (2) additional three (3) year renewals on this contract, at the University’s sole discretion.

We understand that our Price Proposal will be evaluated based on sample abatement projects.

The proposer shall state all contract pricing in dollars and cents, in both words and figures where indicated. If there is any question or difference between the written words and figures, the written words shall govern.

We further understand that the Price Proposal will remain in effect for a minimum of 120 days from the due date of the Price Proposal.

We understand that the University reserves the right to award a contract (or contracts) for all items, or any parts thereof, as set forth in detail under the information furnished in the proposal documents.

**We further understand that the people (Project Coordinator and Field Superintendent) named within our Technical Proposal will be those assigned to this project, if we are the successful bidder. The Field Superintendent will be on the jobsite 100% of the time.**
PROPOSAL NO.              RFP #BC-20777-R
PRICE PROPOSAL DUE:       TUESDAY, FEBRUARY 7, 2012
PRICE PROPOSAL FOR:       ON CALL HAZARDOUS MATERIAL ABATEMENT FOR
UMBC

NAME OF PROPOSER: ________________________________

All previously submitted forms with our Technical Proposal, including the Technical Proposal itself, Bid/Proposal Affidavit, and Acknowledgement of Receipt of Addenda form remain in full force and effect.

As well, all terms and conditions as set forth in the proposal documents, including all addenda since that issuance, our Technical Proposal submitted in response to the original solicitation, and our Price Proposal are a part of any resulting contract.

The undersigned hereby certifies that he/she is a duly authorized officer of the Proposer and can bind the Proposer to the prices stated herein.

_____________________________________________
Proposer (Company Name)

_____________________________________________
Authorized Signature

_____________________________________________
Print Name

_____________________________________________
Title