

July 29, 2013

TO ALL POTENTIAL OFFERORS OF THE CONTRACT DOCUMENTS:

Addendum No. 1

RE: Project No. MDTA 2013-05
Construction Management and Inspection Services

To Whom It May Concern:

- A revision to the Advertisement for these services is issued with the Addendum No. 1, to include MBE Liquidated Damages.

Very truly yours,



Ms. Donna DiCerbo, CPPB & CPPO
Director, Division of Procurement

DD/jm

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.

July 29, 2013

TO ALL POTENTIAL OFFERORS OF THE CONTRACT DOCUMENTS:

Addendum No. 1

RE: Project No. MDTA 2013-05
Construction Management and Inspection Services

To Whom It May Concern:

It is important that you acknowledge receipt of this Addendum No. 1 on the referenced contract regardless of whether you will be submitting a proposal.

Very truly yours,



Ms. Donna DiCerbo, CPPB & CPPO
Director, Division of Procurement

DD/jm

Project No. MDTA 2013-05

This will acknowledge receipt of the attached Addendum No. 1.

NAME OF COMPANY

SIGNATURE

DATE

ADDENDUM No. 1

– Revision to Advertisement –

Page 1 of 1

DATE: July 29, 2013

MARYLAND TRANSPORTATION AUTHORITY

Division of Procurement

PROJECT NUMBER: MDTA 2013-05

CONTRACT TITLE: CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

THE FOLLOWING PROVISION IS INCLUDED AS PART OF THE ADVERTISEMENT AND WILL APPLY TO ANY CONTRACTS AWARDED.

MBE LIQUIDATED DAMAGES

The Contract requires the Contractor to make good faith efforts to comply with the Minority Business Enterprise (“MBE”) Program and Contract provisions. The MDTA and the Contractor acknowledge and agree that the MDTA will incur economic damages and losses, including, but not limited to, loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and pertinent MBE Contract provisions. The parties further acknowledge and agree that the damages the MDTA might reasonably be anticipated to accrue as a result of such lack of compliance are difficult or impossible to ascertain with precision and that liquidated damages represent a fair, reasonable, and appropriate estimation of damages.

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 pertinent MBE 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 an offset 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 MDTA is anticipated to incur as a result of each violation.

- A. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B(3): \$ 28.00 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): \$101.00 per MBE subcontractor.
- C. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the Contract.
- D. Failure to meet the Contractor’s total MBE participation goal and subgoal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
- E. Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of this contract: \$100.00 per day until the undisputed amount due to the MBE subcontractor is paid.

Notwithstanding the assessment or availability of liquidated damages, the MDTA reserves the right to terminate the Contract and to exercise any and all other rights or remedies which may be available under the Contract or which otherwise may be available at law or in equity